

Master Agreement

Between

The Caledonia Board of Education

And

Caledonia Community Schools Transportation Association

August 12, 2014 – 30 June 2016

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Article I  
Recognition

1.1 Agreement

This is entered into between the Board of Education of Caledonia Community Schools, hereafter called the "Board" and the Caledonia Community Schools Transportation Association/KCEA/MEA/NEA, hereafter called "CTA".

1.2 The Unit

The Association shall include the following classifications:

- 1.2.1 Mechanics
- 1.2.2 Drivers
- 1.2.3 Bus Aides

1.3 Excluded from the Unit

Excluded from the Unit are the Transportation Supervisor, Fleet Coordinator, Clerical/Secretaries, Instructional Para Pros, substitute employees, privatized/subcontracted employees and any individual that is a member of a recognized employee group in the district.

1.4 New Positions

Any new positions created by the Board after the ratification date of this Agreement possessing the same community of interest may be included in this unit.

1.5 Negotiations

The Board agrees not to negotiate with any organization other than CTA, and their representatives, for the duration of this Agreement.

## Article 2

### Rights

#### 2.1 Board of Education Rights

2.1.1 Establish Policies – CTA acknowledges and understands that the Board, as officially constituted under the laws of the State of Michigan, is responsible for the establishment of policies designed to govern and maintain the school district.

2.1.2 Powers, Rights and Authority – The Board on its own behalf and on the behalf of the electors of the school district, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the following rights:

2.1.2.1 Management and Control – Delegate to the executive management and administrative control of the school district and its employees, properties, facilities, and finances.

2.1.2.2 Relationship to Employees – To hire all employees, and subject to the provisions of law, to determine their qualifications, the conditions of their continued employment, their dismissal or demotion, suspension, and to promote and transfer all such employees. The Board retains the right of assignment of staff to the programs of the district.

2.1.2.3 Additional Rights – The Board delegates to its administrative staff the responsibilities of enforcing policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all its managerial rights and authority except as limited by law.

#### 2.2 CTA Rights

2.2.1 Nondiscrimination of Rights – The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in, or association with, the activities of any employee organization.

- 2.2.2 Religious and Political Discrimination – Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack of shall be grounds of any discipline or discrimination with respect to the employment of the employee. However, CTA recognizes that it is the employee’s responsibility to fulfill his/her employment obligations.
- 2.2.3 The Board agrees that the CTA and its members shall have the right to use available school building facilities for CTA meetings provided arrangements have been made in advance with the Director of Transportation and as long as they transact business at times when they are not paid.
- 2.2.4 An employee shall have the right to review the contents of his/her personnel file and to have a representative of the CTA present during the review. All personnel and/or confidential references are excluded from the review. Employee records are the property of the Board of Education and are not to leave the school premises. No material may be placed in an employee’s personnel file without allowing him/her an opportunity to file a response thereto and said response shall become part of said file. Substantive complaints regarding an employee’s performance which are subsequently verified by an administrative observation or investigation shall be reduced to writing with names of the complainants, administrative action taken, and the remedy clearly stated. An employee may submit a written request to the Director of Transportation to remove items from the personnel file after two (2) years. The Director will decide if the items are appropriate for removal.
- 2.2.5 The Board agrees to provide a copy of this agreement to each employee as well as ten (10) additional copies for the CTA.
- 2.2.6 The Board agrees to provide to the CTA any information that it would normally provide to the district’s constituents. The district reserves the right to charge a production fee for such information.
- 2.2.7 Upon request of a CTA member/employee, in addition to state, federal, court mandated, section 125 Plans and all health related insurance deductions, the district will also process requested direct deposit for any bank, or Credit Union that participates with the Automated Clearing House (ACH).
- 2.2.8 Should the District hire a new employee in the CTA or should an employee resign, or retire from the CTA the Transportation Director will notify the CTA, in writing, within two weeks of occurrence.

- 2.2.9 Eight (8) hours of Association time shall be granted per bargaining unit member. Members will be paid their regular run hour rate. The bargaining team will not exceed four members.

### Article 3

#### Seniority

- 3.1 District Seniority – Seniority shall be defined as the amount of continuous service to the district from the employee’s most recent date of hire in his/her classification. Seniority isn’t cumulative between bus drivers, fleet mechanics and bus aides.
- 3.2 Seniority within Classification – Seniority shall accrue while working in classifications listed in 1.2. Seniority shall not accrue while in positions outside this Agreement, while on approved/unapproved leave or while on layoff. Seniority in a classification shall not be lost when an employee transfers from a classification but shall be frozen until such time as the employee may return to a position within the classification.
- 3.3 Accrual When Off the Job - - All Employees – An employees injured on the job will continue to accrue seniority while off the job. If an injury occurs off the job, seniority will accrue for only one (1) year. Seniority from injury leave pertains only to layoff and recall procedure; not toward longevity or any other benefits. Employees on layoff will neither lose nor accrue seniority.
- 3.4 Ties – In the event more than one employee has the same length of service in a classification, seniority ranking shall be determined by ranking those employees in order of the highest four digit numbers taken from the last four digits of each employee’s social security number.
- 3.5 Loss of Seniority – Seniority shall be lost by an employee for the following reasons:
- 3.5.1 Termination
  - 3.5.2 Resignation
  - 3.5.3 Absence of three (3) consecutive days without notice to the employer.
  - 3.5.4 Failure to notify the Employer of intent to work within three (3) days from receipt of the recall notice or failure to return to work within ten (10) working days from the effective date of the recall notice.
- 3.6 Probationary Period – Any employee employed on a regular part-time or full time basis shall serve a sixty (60) calendar day probationary period. If a probationary employee is absent during the probationary period, the probation period shall be extended accordingly.

- 3.6.1 Probationary employees shall have no seniority until the successful completion of the probationary period. The effective date of hire shall be the seniority date and will be attained at the conclusion of the probationary period. If any time prior to the completion of the probationary period the employee's work performance is unacceptable, he/she may be subject to termination upon recommendation of the immediate supervisor or other administrative representative of the school district. The termination of a probationary employee is not subject to the grievance procedure.
- 3.6.2 A probationary employee won't receive or qualify for benefits until the successful completion of the sixty (60) calendar day probation period.

#### Article 4

##### Suspension/Termination

- 4.1 Just Cause – "Just Cause" is a legal term, but it entails, at the minimum, the following:
- 4.1.1 The employee must have been provided reasonable notice of the employer's rules and expected standards of behavior and performance.
- 4.1.2 Prior to imposition of discipline, the employer must have conducted a fair investigation, and obtained evidence to support the assertion that the employee has violated some standard of expected performance or behavior. During the investigation the employee shall be placed on paid administrative leave. The Director of Transportation may use evidence obtained from video surveillance for disciplinary purposes. Progressive discipline shall be applied when using video surveillance as the basis for any incident warranting disciplinary action beginning with a verbal warning or more progressive form of discipline based on the severity of the infraction.
- 4.1.3 Drivers will be notified by the Transportation Director any time a bus surveillance video is reviewed.
- 4.1.4 The employee shall be provided with due process, including the opportunity to respond to the charges he/she faces, and with representation.
- 4.1.5 Any penalty imposed is reasonable and in proportion of the offense committed.



## 4.2 Suspension

4.2.1 The employee may be subjected to suspension for good and just cause by the Board and/or Superintendent. At all times, the employee has the full right to due process and the right to question his/her accusers.

## 4.3 Termination

4.3.1 During the term of employment, the employee shall be subjected to termination for good and just cause by the Board of Education and/or Superintendent.

4.3.2 No termination shall be effective unless written charges have been served upon the employee and he/she have had an opportunity for a fair hearing before the Board and/or Superintendent.

4.3.3 Notification of the hearing shall be in writing and five (5) workdays prior to the scheduled hearing date.

4.3.4 A hearing, if with the Board, shall be public or private at the option of the employee. A hearing with the Superintendent shall be private.

4.3.5 The employee may have representation, at the hearing, from a maximum of two (2) members from the CTA group. If the employee desires legal representation then the cost/expense will be the responsibility of the employee.

4.3.6 The employee will receive the results, in writing, of the hearing within five (5) working days after the hearing.

## Article 5

### Layoff and Recall

5.1 Definition – Layoff shall be defined as a reduction in the work force.

5.2 Layoff Procedure – In the event of a reduction in the work force, the following procedure shall be followed:

5.2.1 Seniority and Qualifications – The overriding factor in reducing the work force will be the least senior person in the classification. In the event of a tie in seniority we will use the last four (4) digits of the social security number. The employee with the highest number will retain their employment.

- 5.2.2 Bumping – Bumping another employee in a different classification will be disallowed.
- 5.2.3 Layoff Notice – Employees to be laid off shall be given ten (10) workdays prior to the effective date of layoff. The notice will be in writing.
- 5.3 Recall – When a position becomes open in a classification, the Board shall recall employees in reverse order of lay off.
- 5.3.1 Rejecting Recall – An employee rejecting recall to a position or one with fewer hours shall be removed from the recall list and forfeits any chance to return to work. The recall rejection is in effect an employee resignation from the district.
- 5.3.2 Employee Acceptance – An employee must notify the Superintendent in writing, by certified letter, that they accept or reject the recall. If written notification isn't received within ten (10) working days from the recall, then the recall is deemed to be rejected and the employee has resigned from the district.
- 5.3.3 Duration of Recall – The employer shall maintain a list of reduced or laid off employees for a period of two (2) years. After two (2) year the employee is removed from the recall list and isn't eligible for recall.

## Article 6

### Vacancies

- 6.1 Posting – Notices of vacancies shall be posted on the bulletin board in the bus garage. Employment applications will only be accepted through Applitrack on-line application service, which can be accessed at the district web page. The Director of Transportation shall permanently fill no vacancy until it has been posted for at least three (3) working days. It will be the responsibility of seniority drivers to check the bulletin board from time to time and within the three-day posting period to know what runs might be available. Any driver interested in a posted run must put his/her request for that run in writing. It is the responsibility of a driver on leave to check posted vacancies, with exception of summer when the administration will notify the Association president.
- 6.2 Qualifications – Vacant positions shall be filled with the most senior internal applicant. Applications from all current employees shall be considered as well as external candidates/applicants.
- 6.3 In the event a run vacancy occurs during the same school year, the position shall be posted as per 6.1. Drivers may apply for the position and it will be filled with

respect of seniority. However, in no case will there be more than two (2) postings, i.e., if run "A" becomes available and a current seniority driver opts for it, he/she will be placed on run "A". His/her former run "B" will then be posted and the same procedure will apply. Run "B" will be the last one posted. Any runs thereafter that are opened as a result of the original vacancy, the Director of Transportation will make available to CTA members based on seniority as long as said person would make more money prior to hiring a new driver. It is understood that this provision applies only to vacancies that occur after the opening of school and prior to March 01, of the same school year. No senior driver will be transferred to a vacant position. After March 1, a substitute driver shall be assigned to the vacancy and the sixty (60) day probationary period will begin on the first day of assignment.

6.4 Assignment of Steps (New Employees)

6.4.1 The Director of Transportation will use the criteria established in Table A when assigning steps to new employees.

TABLE A

| <u>Years of Experience</u> | <u>Minimum Step</u> | <u>Maximum Step</u> |
|----------------------------|---------------------|---------------------|
| 0                          | 0                   | 1                   |
| 1                          | 0                   | 2                   |
| 2                          | 0                   | 2                   |
| 3                          | 0                   | 2                   |
| 4 – 12+                    | 0                   | 2                   |

Article 7

Assignments – Transfers

- 7.1 Involuntary Transfer – The Board reserves the right to transfer employees from one assigned position to another for staffing needs, disciplinary reasons, performance issues, or due to personality conflicts. The transfers can't be contested through the grievance procedure.
- 7.2 Temporary Assignment – Any employee required by his/her supervisor to temporarily assume the duties of another employee for more than five (5) working days will be notified in writing.

## Article 8

### Work Schedules and Working Conditions

#### 8.1 General Provisions

8.1.1 Determining Hours – The daily hours, for all employees, shall be coordinated and assigned by the supervisor. This includes the starting and ending time, break times, and lunch times where applicable. The immediate supervisor shall provide a written work schedule to each employee specifying the hours to be worked.

#### 8.2 Assigned Hours and Work Days

8.2.1 Mechanics – 260 days per year at eight (8) hours per day with a maximum of 2,080 hours. Holiday and vacation time is included in the 2,080 hours.

8.2.2 Drivers – The hours shall be worked as designated through the run selection process, up to eight (8) hours per day and not to exceed forty (40) hours per week including extra-trips. The Director of Transportation may assign additional hours based on program needs, as long as a driver doesn't exceed the forty (40) hour limit.

8.2.2.1 It is the individual drivers responsibility to notify the Director of Transportation that the assignment of additional hours will cause them to exceed forty (40) hours in a workweek.

8.2.2.2 Drivers shall not take any trips that conflict with their runs during the first two weeks of school.

8.2.2.3 Drivers are required to work the first week of school and the last week of school. Vacation days, personal days or compensating days will not be approved during these time frames. Exceptions may be made on a case-by-case basis.

8.2.3 Mail Run – A senior driver may be assigned additional hours, by the Director of Transportation, as an extension of their shuttle run to deliver/pickup mail to/at the buildings.

8.2.4 Bus Aides with the most seniority will have the opportunity to work on runs with the most hours. Bus aides will not work more that 28.75 Hours each week. The assignment/selection process takes place at the run selection meeting held in August. It is the bus aides' responsibility to notify the Transportation Director that the assignment of additional hours will cause them to exceed 28.75 hours in a workweek.

8.2.4.1 Bus Aides will report to the transportation garage daily to begin and end their route.

8.3 Conditions of Employment – Drivers and mechanics in the transportation group must have on file at the transportation office, five (5) work days prior to the first day of school, the following forms and certificates as required by law:

8.3.1 A chauffeur's/CDL license which is current and valid (photo copy).

8.3.2 A valid bus driver's certification card which is valid for the balance of the coming school year.

8.3.3 A valid road test and written skill test.

8.3.4 Each employee must have a valid medical certificate stating that his/her physical ability meets the minimum qualifications as outlined on the CDL/BPS physical form as required by the State.

8.3.5 If any of the above items aren't on file at the Transportation office, by five (5) work days prior to the first day of school each year, an employee will not be allowed to drive until all items are on file.

8.3.6 The only exception to 8.3.5 may be a driver on medical leave at run selection time.

8.3.6.1 If an employee is disqualified (8.3.6) on medical grounds (sickness, disease or accident) he/she may retain his/her seniority as per 3.3 of the Agreement.

8.4 Run Selection - A run is defined as a round trip from the garage to the discharge of the passengers then to the place where the bus is garaged. Double runs elementary and secondary students will be paid as two runs. A driver may pick up and/or drop off students at more than one school/location on the same trip run without added compensation unless the extra mileage meets the criteria to be compensated as a shuttle run (8.5)

8.4.1 Meeting – The run selection meeting shall be held in August as scheduled by the Director of Transportation.

8.4.1.1 Any runs vacant at the beginning of the school year will be filled by assignment from the Director of Transportation

8.4.2 Meeting Procedure – The following steps will be implemented for run selection:

- 8.4.2.1 Index cards will be posted that describes the various runs to be selected.
- 8.4.2.2 The driver with the most seniority selects his/her complete daily schedule of runs first, followed by the second senior, next; third etc.
- 8.4.2.3 No extra trips may be selected, without supervisor approval that will put the driver into an overtime situation beyond forty (40) hours per week. The forty (40) hour limit is applied to the total of the regular runs plus extra trips, training, drug testing, mail runs, etc.
- 8.4.2.4 Special Education Drivers/Bus Aides who perform work for which wages are paid on an hourly basis will be paid for the time they are required to work (minimum of one (1) hour per run). Ending times are not guaranteed. Starting times for am/pm runs will remain in place, except for the following reasons: (1) a parent requests and is granted a change; (2) a school(s) changes their start/ending times; (3) to reduce the length of time students are on a bus; (4) or if a student is going to be absent for two (2) or more weeks. Hourly paid employees, when absent, must use the same ending times as substitute drivers who drive their run. Drivers paid by the hour will be compensated fifteen (15) minutes per day (except on school cancellation days) to perform other duties as specified in 15.3 and 15.4.

Special Education driver's hours counted toward insurance will be the average of the first two (2) weeks of hours worked of school.

In the event that the Director of Transportation feels there should be a change in the driver of a particular run, or he/she feels the driver has selected a run in which he/she may not be well suited, he/she will discuss his/her concern with the driver(s) involved. If the driver does not consent to voluntarily switching of that run, the director may call a meeting among himself/herself, the affected driver, the KCEA/MEA/NEA representative, one driver chosen by the Association and one other driver selected by the affected driver. At this meeting, rationale will be given for the proposed change, and the affected driver will be allowed to present fifteen (15) minute pre-trip which special education run drivers receive. No extra trips may be selected, without supervisory approval that will put the driver into an overtime situation beyond 45 hours per week, until all other drivers have had the opportunity to select available trips.

- 8.4.2.5 The run selection will be considered finished when the last run is selected.
- 8.4.2.6 Shuttles arising during the school year will be assigned to drivers, taking into consideration the District's economic and geographical best interests.
- 8.4.2.7 Any driver/bus aide on medical leave on run selection day may choose a run. Another senior driver may also select to drive that run in the absence of the driver on leave. The Director of Transportation will assign a temporary driver to drive the run that ends up vacant whether it is the medical leave driver's run or someone else.
- 8.4.2.8 Upon return of the driver/bus aide on medical leave, the senior driver who may have opted to drive that run will be assigned to the run that was occupied by the temporary driver.
- 8.4.2.9 If the same driver/bus aide in 8.4.2.7 requests and is granted a medical leave in succeeding years, he/she will be assigned the last run available on run selection day for that year still on medical leave, and limited to a one (1) year extension.
- 8.4.2.10 In the event a driver/bus aide suffers a ten (10) percent or more total wage loss from a run selection to March 1, he/she will be allowed to bump within three (3) days of being informed of the loss. Bumping shall continue until all runs are filled. However, the district, at their option, may elect to compensate the driver for the wage loss before March 1. After March 1 the driver/bus aide will be compensated for their wage loss and no bumping shall occur.

## 8.5 Shuttles

- 8.5.1 Any school runs that have students picked up that will not be left at school, but, out of necessity, have to be shuttled to another building within the school district will be the responsibility of a senior driver who has selected runs for that building.
- 8.5.2 Shuttle responsibility will be to a senior driver.
- 8.5.3 If a driver diverts from his/her normal route to pickup or drop off students at school, the driver will record the shuttle on his/her timecard.
- 8.5.3.1 A short shuttle diverts a driver more than one (1) mile and less than two (2) miles.

8.5.3.2 A long shuttle diverts a driver over two (2) miles.

## 8.6 Employee Responsibility

- 8.6.1 A list of driver responsibility/procedures/etc. is listed in Article 15.
- 8.6.2 All regular drivers, substitutes, and mechanics must follow the list in Article 15.

## 8.7 Extra Trips

- 8.7.1 Extra trips are defined as special trips authorized by the Director of Transportation on form “Special Bus Trip Authorization” and “Report of Driver”.
- 8.7.2 All seniority drivers will be given the opportunity to drive extra trips before they are offered to substitute drivers.
- 8.7.3 Trips will be offered in rotation according to seniority.
- 8.7.4 There will be no switching or exchange of trips between drivers.
- 8.7.5 Any driver who has an extra trip that is canceled one (1) hour or less before time of departure will be paid that first (1<sup>st</sup>) hour of driving time. A minimum of four (4) hours will be paid for “come and go” trips on Saturday and Sunday. Drop off only is a minimum of two (2) hours.
- 8.7.6 A driver of an Extra-Trip will be paid, fifteen (15) minutes and only one (1) fifteen (15) minutes per day, for cleaning and fueling the vehicle after the trip.
- 8.7.7 Drivers selecting Special Education Runs shall be allowed to take a maximum of 3 extra trips, over their run, per contract year (July 1 to June 30). In exchange for the limited number of trips, drivers are eligible for a \$250.00 stipend each contract year. Drivers must submit the necessary request via the Extra Duty form through the Transportation Director by the last day of school.

## Article 9

### Leave of Absence

- 9.1 Sick Leave – This leave shall only be used for personal illness or injury and must be used in increments of a half (0.5) or full (1.0) day.



- 9.1.1 Mechanics – Ten (10) days allocated each school year.
- 9.1.2 Drivers – Ten (10) days allocated each school year.
- 9.1.3 Bus Aides – Seven (7) days allocated each school year.
- 9.1.3 The daily sick leave benefit paid to an employee shall be the employee's normal daily pay.
- 9.1.4 Doctor or dentist appointments are valid reasons for absence and will be deducted from accumulated sick days.
- 9.1.5 An employee must notify the Director of Transportation between 4:00 a.m. and 5:30 a.m. on the day of the absence and a minimum of one hour prior to run leave. If an employee will be absent in the afternoon they must notify the Director of Transportation by 1:00 p.m. The Director **shall not** be contacted between the hours of 9:00 p.m and 4:00 a.m. If notification is made after 5:30 a.m. / 1:00 p.m. the absence will be unpaid.
- 9.1.6 Sick leave may be used for personal illness of the employee, the employee's spouse, children, or parents and other individuals residing for an extended period of time in the employee's household. Use of sick leave for illness of the immediate family (spouse, child or parent) is not to exceed five (5) days per fiscal year, except with the approval of the supervisor.
- 9.1.7 Use sick days or personal days for scheduled/unpaid days off (such as Wednesday before Thanksgiving, day before spring break, Mid-Winter Break, Friday before Memorial Day)
- 9.2 Bereavement Leave – Up to five (5) days per fiscal year may be used due to the death in the immediate family.
  - 9.2.1 This leave for the immediate family isn't charged against accumulated sick leave.
  - 9.2.2 The immediate family includes parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, brother in-laws, sister in-laws, and individuals residing for extended period of time in the household.
  - 9.2.3 One (1) of the five (5) days may be used to attend the funeral of someone not in the immediate family.
  - 9.2.4 Additional days may be granted at the discretion of the Superintendent.

9.2.5 Bereavement days are non-cumulative.

9.3 Personal Days – These days are non-cumulative and are to be used for business activities that can't be conducted outside normal work hours. Activities that are unacceptable use of personal days: days used prior to or after a school calendar break, pursuing other employment, working another job, or other non-business use. Requests for personal days must be to the supervisor ten (10) working days prior to the desired day off.

9.3.1 Personal days are allocated above/beyond sick leave days.

9.3.2 Mechanics – Two (2) days may be used for the fiscal year.

9.3.3 Drivers/Bus Aides – One and half (1.5) days are allowed for the fiscal year.

9.3.4 Personal leave days aren't accumulated year to year as personal days, but if unused will accumulate as sick days. Notification to convert the personal leave days to sick days is the responsibility of the employee and must be submitted (district form) by 30 June of each year. Forms will be available at the Transportation/Maintenance Center. Forms must be submitted to the payroll office.

9.4 Leaves with Pay – Leaves of absence with pay not chargeable against the employee's sick leave shall be granted for the following reasons:

9.4.1 Absence for jury duty. The employee will be paid for the hours normally worked, less the per diem jury duty pay. The employee retains the mileage compensation.

9.4.2 Court appearance as a witness in any case connected with the employee's employment.

9.4.3 Employees may use vacation days, personal days, compensating days or sick days if they are subpoenaed for non-work related court proceedings.

9.4.4 Attendance at conferences, workshops, or in-service meetings related to the employee's work and approved by the Supervisor.

9.5 Leaves without Pay – Leaves of absence without pay may be granted upon the recommendation of the Superintendent to the Board of Education for a period not to exceed one (1) year. The employee must file a letter of request with the Superintendent and list the reason for the leave and the length of time they will be off work. The following reasons are acceptable for an unpaid leave of absence:

9.5.1 The conditions at home require the employee to remain home.

- 9.5.2 Personal illness (with written verification by a physician) that exceeds the amount of sick leave accumulated
- 9.5.3 Other requests deemed appropriate by the Superintendent.
- 9.5.4 The employee shall not receive credit on the salary schedule for the unpaid leave time off, and seniority shall be frozen during such leaves.
- 9.6 Family Medical Leave Act – Parties agree to abide by the rules and regulations set forth in the Family Medical Leave Act (Federal) of 1993. This section shall not be construed as limiting the right of a member to elect to substitute paid leave for unpaid leave in accordance with Section 102(d) (2) of the aforementioned legislation. The employee must request FMLA to the Superintendent in writing with a reasonable time frame prior to taking leave.
- 9.7 Medical Statement – Any employee absent for five (5) consecutive days or more may be required to present to the supervisor, prior to returning to work, a statement from a Physician indicating that the employee’s health is satisfactory to resume normal work duties. If the Supervisor is in doubt about the employee’s health and ability to perform their duties, the Supervisor may send the employee to a Physician of the district’s choice for further examination at the expense of the Board.
- 9.8 Violation of Leave – All leaves is considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this policy on leave with pay or who misrepresents any statements or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy unless reinstated in good standing by the Supervisor. Violations of this leave policy may involve disciplinary action up to and including termination/dismissal.
- 9.9 Suspension of Leave – When an employee is on paid or unpaid leave, workers compensation, sick leave, vacation or personal leave sick leave will not be allocated or accrued.

## Article 10

### Holidays

- 10.0 Employees shall be paid but not required to work on the listed days for each employee classification.
- 10.1 Drivers and bus aides must work the scheduled day before and the first scheduled workday after the holiday to qualify for holiday pay. Exceptions shall be made

for those individuals on paid medical leave or by certification from a physician stating the employee is exempt from work due to a medical condition or illness or extenuating circumstances beyond their control.

- 10.2 If a holiday falls on a weekend then the day will be taken on a non-instructional day designated by the business office (i.e. Christmas Eve is on Friday and Christmas Day is on Saturday; employees would be off on Friday for Christmas Eve and off on Monday for Christmas Day).
- 10.3 No floating holidays will be allocated to any employee classification.
- 10.4 Holiday time will not be allocated or accrued when an employee is on paid/unpaid leave or workers compensation.
- 10.5 Holidays are paid at the employee's regular daily rate.

10.6 Mechanics:

- 10.6.1 July 4<sup>th</sup>
- 10.6.2 The Friday before Labor Day
- 10.6.3 Labor Day
- 10.6.4 Thanksgiving Day
- 10.6.5 Day after Thanksgiving
- 10.6.6 Christmas Eve
- 10.6.7 Christmas Day
- 10.6.8 New Year's Eve Day
- 10.6.9 New Year's Day
- 10.6.10 Good Friday (a)
- 10.6.11 Memorial Day

10.7 Drivers/Bus Aides:

- 10.7.1 Labor Day
- 10.7.2 Thanksgiving Day
- 10.7.3 Day after Thanksgiving
- 10.7.4 Christmas Day
- 10.7.5 New Year's Day
- 10.7.6 M.L. King Day (a)
- 10.7.7 Good Friday (a)
- 10.7.8 Memorial Day

(a) If the school calendar is scheduled in such a way that school is in session, the employees will be required to work and a compensating day off with pay during spring break will be arranged.

## Article 11

### Vacations

- 11.0 Vacation time for each classification is listed as follows:
- 11.1 Mechanics: Allocated vacation days and years of service:
- 11.1.1 Five (5) days after one (1) year service
  - 11.1.2 Seven (7) days after two (2) years service
  - 11.1.3 Ten (10) days after four (4) years service
  - 11.2.4 Twelve (12) days after eight (8) years service
  - 11.2.5 Sixteen (16) days after ten (10) years service
  - 11.2.6 Eighteen (18) days after twelve (12) years service
  - 11.2.7 Twenty one (21) days after thirteen (13) years service
  - 11.2.8 Twenty Three (23) days after fifteen (15) years of service
- 11.2 Drivers:
- 11.2.1 Four (4) days during the first week of winter break
  - 11.2.2 Four (4) days during the second week of winter break
  - 11.2.3 Four (4) days during spring break, the four (4) days paid is Monday, Tuesday, Wednesday, and Thursday
- 11.3 Bus Aides:
- 11.3.1 Four (4) days during spring break, the four (4) days paid is Monday, Tuesday, Wednesday, and Thursday
- 11.4 Proration of Vacation Days – If an employee is employed prior to or after 01 July, their vacation time, sick leave, and personal leave will be prorated.
- 11.5 Vacation days must be used in the fiscal year they are granted. Any carry over of days will be allowed for use until August 31 - - use them or lose them.
- 11.6 Vacation days will not be allocated or accrued when an employee is on paid/unpaid leave or workers compensation.
- 11.7 Drivers/bus aides may request up to 5 consecutive work-days unpaid leave per school year. Leave may be granted under the following provisions:
- 11.7.1 Requests must be made in writing to the Director of Transportation.

11.7.2 Employee must receive verification of approved leave in writing from the Director of Transportation.

11.7.3 Drivers or bus aides who violate any provision of article 11.7 is subject to disciplinary action which shall be 3-days of unpaid suspension up to dismissal.

## Article 12

### “Act of God” and School Delayed Days

12.1 Act of God Days – An “Act of God” day is defined as a day which students are not brought to school due to conditions, such as weather, which are due to an “Act of God”.

12.1.1 Mechanics – Employees are to report to work as scheduled to receive their regular per diem pay.

12.1.2 Drivers/Bus Aides – Employees will not report to work and will receive their regular per diem pay up to three (3) days. An employee may use sick time or personal days for any additional days beyond the three (3) allocated days.

12.2 Delayed School Days – School starting time is delayed because of weather or other conditions that impede the regular starting time to be followed. Employees will report to work as per their Supervisor’s directive and will receive pay for the hours worked.

## Article 13

### Workers Compensation

13.0 Workers compensation guidelines

13.1 Injury/Accident Reporting – An employee injured on the job shall report such injury at once to the immediate Supervisor and the Central Administration Office. All reports must be filed at the Central Office within twenty-four (24) hours of the incident and prior to the next scheduled workday, whichever is the shortest period of time from the incident.

13.2 Reporting Earnings – Should an employee injury require loss of time and earn the employee workers compensation benefits, said compensation shall be reported, by the employee, to the Central Office immediately upon receipt.

- 13.3 Limits – An employee cannot collect both workers compensation and sick leave at the same time. When legally possible an employee will be compensated under the workers compensation law rather than the employee’s accumulated sick leave. Should workers compensation be less than the employee’s regular wage, the difference may be made up through available sick leave benefit.
- 13.4 Time Counted – The time the employee spends waiting and receiving medical treatment, immediately following the incident, shall be counted as hours worked if treated at a place of work or at the employer’s direction during the work day.

#### Article 14

##### Severance

- 14.0 Severance is defined as leaving or termination of employment with the school district.
- 14.1 Upon exiting in good standing from the system an employee who has worked in the transportation unit with a minimum of ten (10) years and accumulated up 130 days to will be paid a severance amount of \$35 per day up to \$4,550 for these days. If an employee has accumulated fewer than 100 days over ten (10) years, he/she will receive proportionately less.
- 14.2 Employee vacation time, holidays, and sick leave days will be prorated when an employee terminates employment with the district.

#### Article 15

##### General Provisions

- 15.0 Additional work related provisions for mechanics and bus drivers.
- 15.1 Mechanics:
- 15.1.1 Mechanics will receive their mechanics hourly wage when they are needed to drive bus, get a mandatory CDL physical, or drug and alcohol testing.
- 15.1.2 Uniforms – Mechanics will be supplied with uniforms for each day of the week, plus one (1) extra set. Uniforms shall consist of a work shirt and pants. The supplier shall clean and repair the

uniforms. Further, work boots, shoes, insulated clothing, etc. will be provided by the district as needed to perform the job. Arrangements are to be with the Supervisor for the purchase of such clothing and/or equipment.

15.1.3 Tool Allowance – An annual tool allowance will be afforded to the mechanics of \$1,400. This amount will be earmarked in an account for reimbursement in an account for reimbursement for tools purchased by the individual mechanics. Up to 25% of this money may be taken in taxable income by the mechanic. Arrangements for this allowance will be made through payroll department to the mutual convenience of the parties. Board agrees to pay the deductible in the event of vandalism, fire or theft. The Board is not responsible for any loss due to negligence.

## 15.2 Drivers

15.2.1 Uniforms - A uniformed jacket, available in the school colors of either purple and gold or black with the district logo will be provided to every regular driver, one (1) every three (3) years. Any cost over \$80 will be shared equally between the Board and the driver.

15.2.2 Physicals – Physicals are mandatory and only will be conducted by a CDL/BPS approved physician.

15.2.3 The number of students riding a bus will be limited to the State Transportation Code.

15.2.4 Pay for alcohol and drug testing will be a minimum of a half (1/2) hour of extra trip rate. Supervisor approval is needed if more than half (1/2) an hour is required. The tests will be conducted at the Transportation office.

## 15.3 Driver Responsibilities:

15.3.1 Cleaning his/her assigned vehicle (bus/van) on the inside and all driving windows at least weekly, or as is necessary.

15.3.2 Fueling his/her assigned vehicle - - the driver will remain where he/she can see the fill hose and will record the amount of fuel used.

15.3.3 Reporting all needs of maintenance and all accidents in writing. This is to be done by the end of the driver's workday.



- 15.3.4 Completing all reports, maps, lists, etc. required by the administration for his/her assigned vehicle and in a manner and time prescribed by the Director of Transportation.
  - 15.3.5 Conducting three (3) fire drills, per bus route, during the school year and record information on the form provided.
  - 15.3.6 Maintaining order and discipline on the vehicle, and aiding in loading of pupils at the schools.
  - 15.3.7 Forms/Reports: Filling out discipline slips as required by the Director of Transportation. Map corrections and student lists must be completed by the first Friday of school unless the date is changed by the Director of Transportation. CTA will be provided with at least five (5) working days notice of any change.
  - 15.3.8 Discipline: It shall be handled by the driver whenever possible. Problems that cannot be handled by the driver should be turned over to the Director of Transportation for further action. Under no circumstances are students to be denied transportation without approval from the appropriate administrator.
  - 15.3.9 Each driver shall arrive (fifteen [15] minutes in the morning and ten [10] minutes in the afternoon) prior to their run to warm/pre-trip inspect his/her assigned vehicle and ensure that the vehicle is operating properly before starting on a trip. The fifteen (15) and ten (10) minutes will be part of the assigned run.
  - 15.3.10 Conduct pre-trip inspections of vehicles on all items as listed on form as required by the State.
  - 15.3.11 The proper completion of a time card and absence form (if necessary) every two (2) weeks and needs to be signed by the employee every two (2) weeks.
- 15.4 Driver Standard Procedures and/or Practices: The following are considered standard procedures and/or practices:
- 15.4.1 Drivers shall not leave the vehicle with the motor running or keys in the vehicle unattended except for warm ups. Warm ups are not to exceed what is reasonable for the particular vehicle being used and at NO time are keys to be left on an unattended vehicle (ignition or other), while students are in the area, except for the bus parking lot.
  - 15.4.2 Drivers shall not open the door until the vehicle has stopped or have the door open while the vehicle is moving.

- 15.4.3 Drivers shall ensure that the pupils are seated and the door is closed before putting the vehicle into motion
- 15.4.4 In the event of an emergency or a breakdown the driver shall not leave the vehicle unattended. He/she should use the two-way radio or cell phone if available.
- 15.4.5 Drivers shall wear seat belts while the vehicle is in motion.
- 15.4.6 Drivers shall remove the students from the vehicle when filling the fuel tank.
- 15.4.7 Drivers shall require students to pass in front of the vehicle after discharging them from the vehicle if they cross the road.
- 15.4.8 Drivers shall not change location of stops or routes unless approved by the Director of Transportation (and there is assurance that all parents know in advance of the change) or in the instance of an emergency condition.
- 15.4.9 Drivers shall inform the Director of Transportation or designee in ample time if unable to make his/her regular run or a special assignment.
- 15.4.10 Drivers shall attend all transportation meetings, unless excused by the Director of Transportation.
- 15.4.11 Drivers will attempt to learn the names of all students on their vehicles during the first two (2) weeks of school.
- 15.4.12 All drivers shall check his/her mailbox daily.
- 15.4.13 Drivers will observe all traffic laws and regulations pertaining to the use of student transportation vehicles.
- 15.4.14 All drivers will adhere to all Board policies and reasonable directives from the Director of Transportation.

15.5 Extra-Trip Procedures:

- 15.5.1 If a driver is issued an extra-trip and finds at a later time/date that he/she cannot fulfill the assignment, then he/she must allow as much time as possible to find a replacement with forty eight (48) hours being the minimum time barring an emergency situation.

15.5.2 Trips are awarded by rotation. The dates may vary on the trip slips, but seniority will be rotated and not the dates. Sports trips, etc. are set up at the start of the school year, and other trips may be scheduled later. This may cause some confusion in what slip, with what date, came first. Allowances must be made for last minute trips, as a week's notice is not always given. Once a driver accepts a trip, he/she may not accept another trip for the same day if the two conflict.

15.5.3 All runs requiring first and second substitutes must be selected in order of seniority. Senior drivers may only be a first substitute for one driver.

15.5.3.1 All runs requiring first and second substitutes are committed to complete their run if they are needed.

15.5.3.2 If the first substitute has an extra-trip scheduled and is needed to complete his/her run, the second substitute for that run will be called.

15.5.3.3 If the second substitute isn't available and a seniority driver isn't available, then the extra trip goes to a substitute driver.

15.5.3.4 If the substitute driver isn't available and the first or second substitute can't complete the run because of an extra trip, then the first substitute must give up the trip and do the run. In this case, the driver who gave up the trip will be in line for the next available trip.

15.5.3.5 When going on a day trip of four (4) hours or more, over breakfast or lunch hour, the driver will receive up to \$7.50 for their meal. When on an evening trip of three (3) hours or more, over the dinner hour, the driver will receive up to \$10.00 for their meal. The driver must turn in a separate meal receipt for each meal to be reimbursed.

15.5.4 There will be three (3) trip lists posted on the board:

15.5.4.1 Saturday Trips- are those trips that are scheduled for Saturday or Sunday.

Night and Saturday trips will be done by rotation. Each trip selection will begin with the person who would have selected next on the last trip selection.

There is a separate list for each category. Those drivers who have a cancellation for Nights and Saturdays will get to be up first for trip selection the next time a trip is available in that category.

15.5.4.2 Emergency Trips - are those trips that arrive in the office after the last trip selection but will go out before the next trip selection, or that have been turned back in and must go out before the next.

15.5.4.3 Night Trips- are those trips which do not conflict with an existing run and /or go out after 4:45 pm, or that are scheduled for “no school days”, or ½ days with the garage time of 1:00 pm. Holidays such as Memorial Day are also bid as a night trip.

15.5.4.4 Early Trips – Early Trips are trips with a leave time after midnight and would potentially conflict with an existing run and/or go out before 4:45 PM. Selection of Early Trips will be done by rotation. Driver “A” the first week, driver “B” the second week, driver “C” the third week and so on. The driver after the last driver to pick in the spring will be the first driver to pick in the fall. A driver who gets a trip cancelled in this category will not get a cancellation trip.

#### 15.5.5 Overnight Trips:

15.5.5.1 Document on the backside of the time card for payment:

15.5.5.1.1 Any driving hours over eight (8) hours.

15.5.5.1.2 Time required to remain at the drop off or pickup point or responsible for the passengers.

15.5.5.1.3 No pay for sleeping time (i.e. 11:00 p.m. to 7:00 a.m.)

#### 15.5.6 Conflicting Trips:

15.5.6.1 An early trip is a trip that could conflict with an existing run. In selecting an early trip, a driver understands that, due to the unpredictability of

length of such trips, there may be a loss of pay over his/her regular runs.

15.5.6.2 A driver wishing to be on all trip lists must sign all of them. If a driver feels he/she isn't going to take many trips in a given category, he/she should keep that in mind when he/she is signing up for the trips. Reassigning extra trips causes unnecessary delay and frustration for the person assigning the trips, the driver, and fellow drivers.

15.5.6.3 If an extra trip is canceled, the driver will be in line for the next available trip. This only applies to night and Saturday trips.

#### Article 16

#### Longevity

16.0 Longevity is defined as consecutive years of service in the district from Board hire date and the award of a stipend for those years of service. The longevity years will be calculated as years service earned as of 01 July of each year. Any time accumulated without a Board hire date will not count for longevity.

16.1 Longevity shall be paid throughout the fiscal year, to those who qualify, on an hourly rate.

16.2 Classifications that qualify for a stipend and the years of service and corresponding monetary amount.

##### 16.2.1 Drivers/Mechanics/Bus Aides

| Article  | 2014/2015                        | 2015/2016                        |
|----------|----------------------------------|----------------------------------|
| 16.2.1.1 | 10 – 14 years: \$.40 per hour    | 10 – 14 years: \$.45 per hour    |
| 16.2.1.2 | 15 – 19 years: \$.50 per hour    | 15 – 19 years: \$.55 per hour    |
| 16.2.1.3 | 20 or more years: \$.60 per hour | 20 or more years: \$.65 per hour |

#### Article 17

#### Education and Training

17.0 The education/training costs are as follows:

17.1 Mechanics

17.1.1 Mechanics will be reimbursed up to \$600 per year for schooling, State and ASE training, books, and supplies for courses that are related to their field. The reimbursement will only be granted if the education/training is pre-approved by the Supervisor.

17.1.2 Mechanics shall be reimbursed at their regular rate of pay for each hour attending the annual employee meeting or any conference/workshop/State and ASE testing approved by the Supervisor.

17.2 Drivers

17.2.1 Drivers attending bus driver training classes as required by law shall be paid as per Appendix A.

17.2.2 All employees shall be required to attend bus driver school classes or workshops for the number of hours required by the State Transportation Code to qualify for and continue employment.

17.2.3 Drivers will be paid at the regular run hourly rate to attend up to eight (8) hours of in-service training. Appendix A.

17.2.4 The Board will pay tuition for bus school as required under the law and all driver certification requirements such as road tests and written tests.

17.2.5 The Board shall reimburse employees for the cost differential between a regular and chauffeur/CDL license.

17.2.6 Drivers will be paid one (1) hours pay at their current rate for attending the annual employee meeting or any conference/workshop approved by the Supervisor, for each hour attended.

Article 18

Compensation - - Wages

18.0 Wage schedules for each classification is listed in APPENDIX "A". Steps are the equivalent of year's experience as a Board hired CTA employee.

18.1 Mechanics – Mechanics will work forty (40) hours for fifty two (52) weeks per year.

- 18.1.1 – The Transportation Director has the right to set the schedule as long as provisions listed in article 18.1 are met.
- 18.2 Drivers – Drivers will be paid on an hourly or run rate for the time they are required to work.
- 18.3 Bus Aides- Will be paid an hourly rate and shall not work over 28.75 hours each week.
- 18.4 All Classifications - - Federal law regarding Overtime and Compensatory Time.
- 18.4.1 Effective July 01, 2011 pursuant to FSLA Section 7(0), the district will utilize exemption of overtime pay to be paid in compensatory time. Any hours over forty (40) hours per week can be paid as compensatory time instead of overtime as long as it is at the rate of time and a half.
- 18.4.2 The maximum amount of compensatory time to be accumulated is forty (40) hours. These hours need to be used prior to the end of the fiscal year, June 30. Use of compensatory time must be scheduled with and approved by the Director of Transportation at least (1) one week in advance of the requested day off.
- 18.4.3 Compensatory time is paid at the current rate when it is used. It is not paid at the pay rate when it was earned.
- 18.4.4 Records of all compensatory time earned and used at each building or program level.
- 18.5 Drivers and bus aides shall receive an off schedule payment of (1) percent of their annual salary from July 1, 2015 to June 30, 2016. The off schedule payment will be made prior to June 30, 2016.
- 18.6 Mechanics shall receive the off schedule payment of one (1) percent throughout the fiscal year, July 1, 2015 to June 30, 2016 added to their hourly rate.

## Article 19

### Benefits

- 19.0 The Benefit Specifications are listed in APPENDIX “B”.

- 19.1 Runs and Hours Conversion

- 19.1.1 A regular run rate equals one hour
  - 19.1.2 Special education runs equals the actual time but not less than one hour
  - 19.1.3 Skills Center runs equals one hour
  - 19.1.4 Short shuttle equals .25 of an hour
  - 19.1.5 Long shuttle equals .50 of an hour
  - 19.1.6 Dutton Christian run equals .50 of an hour
- 19.2 Hours Per Year – the total hours per year is determined by multiplying the daily run hours times 176 days.
- 19.2.1 30 runs per week = 6 runs per day = 1,056 hours per year;
  - 19.2.2 25 runs per week = 5 runs per day = 880 hours per year;
  - 19.2.3 20 runs per week = 4 runs per day = 704 hours per year.
- 19.3 Qualifying Hours – The qualifying hours for insurance levels in 19.9 and 19.10 are determined by the total hours of assigned runs, shuttles, and mail runs worked during the first three (3) weeks of the school year.
- 19.3.1 The shuttles and Dutton Christian run equals one (1) hour each for qualifying for insurance.
  - 19.3.2 If an employee voluntarily adds or drops a run, shuttle, or mail run after the two (2) week qualifying period (19.3) the insurance and other benefits will be recalculated. Any involuntary decrease in runs will have no adverse affect on the employees qualifying hours as determined during run selection. Benefits shall be recalculated when the drivers' daily hours increase or decrease by an increment of thirty minutes. This re-calculation will be made at the end of each month.
  - 19.3.3 It is the drivers responsibility to notify the Transportation Director in writing via the appropriate district form. This form then needs to be sent to the payroll office.
- 19.4 Bonus Hours – An addition to the qualifying hours, bonus hours will be allocated and added to 19.3.
- 19.4.1 Any employee hired prior to 01 July 2012 will be eligible for bonus hours;
  - 19.4.2 Any employee hired after 01 July 2012 isn't eligible for bonus hours;
  - 19.4.3 Bonus hour eligible employees will be granted fifteen (15) hours per service year;



19.4.4 Only the service years in the CTA employee group and as a Board hired employee will be recognized for the bonus hour addition;

19.4.5 An employee may opt out of their bonus hours and must do so in writing by 01 September. The written notification should be given to the Director of Transportation.

19.5 Health Insurance - - The Board shall pay the premium as permitted by State law for the “hard cap”, (in addition to 19.9.1& 19.10.1 Pro-rated Board Premium Contributions) and is as follows:

19.1.1 Full Family = \$15,975.23 Board paid premium

19.1.2 Self & Other = \$12,250.00 Board paid premium

19.1.3 Single = \$5,857.58 Board paid premium

19.6 The “hard cap” is for the duration of this agreement and will be adjusted annually (01 July) as per State guidelines.

19.7 The employee will pay the premium difference between the actual premium cost and the “hard cap” that they qualify and select.

19.8 The premium contribution by the employee will be payroll deduction over nineteen (19) pay periods and will be with pre-tax dollars as per the District’s Section 125 Plan

19.9 Pro-rated Board Premium Contribution by the employees:

19.9.1 Any employee that works less than 1,250 hours per fiscal year shall have an additional premium contribution above and beyond 19.7. The additional premium is as follows:

|          | <u>Hours</u>  | <u>% of Hard Cap Paid by Board</u> |
|----------|---------------|------------------------------------|
| 19.9.1.1 | 1,250 +       | 100%                               |
| 19.9.1.2 | 1,150 – 1,249 | 97%                                |
| 19.9.1.3 | 1,050 – 1,149 | 94%                                |
| 19.9.1.4 | 950 – 1,049   | 91%                                |
| 19.9.1.5 | 850 – 949     | 88%                                |
| 19.9.1.6 | 750 – 849     | 84%                                |
| 19.9.1.7 | 700 – 749     | 80%                                |
| 19.9.1.8 | Less than 700 | 0%                                 |

19.11 Any employee that works less than 700 hours (19.1.1) or 1,050 (19.10.1) isn't eligible for health insurance, dental, and vision and CILO benefits. An employee will not be able to purchase any insurance benefits from the district's carriers if they work less than 700 hours (19.9.1) or 1,050 hours (19.10.1)

19.11.1 Any employee hired after July 1, 2014 that works less than 1,056 hours (19.2.1) isn't eligible for health insurance, dental, and vision and CILO benefits. An employee will not be able to purchase any insurance benefits from the district's carriers if they work less than 1,056 hours (19.2.1).

19.11.2 Any employee hired after July 1, 2014 that works more than 1,056 hours (19.2.1) shall be eligible for for single subscriber health insurance only.

19.12 Dental Insurance – An employee may purchase dental insurance as per the following schedule:

|         | Hours         | % Paid by the Board |
|---------|---------------|---------------------|
| 19.12.1 | 1,250+        | 50%                 |
| 19.12.2 | 1,000 – 1,249 | 35%                 |
| 19.12.3 | 800 – 999     | 25%                 |
| 19.12.4 | 700 – 799     | 10%                 |

19.12.5 Mechanics that work forty (40) hours per week for fifty two (52) weeks will receive dental insurance with the premium paid 100% by the Board. The plan will be the same as the bus driver's plan.

19.12.6 Driver contribution may be with pre-tax dollars through the District's Section 125 Plan. The employee's premium payments will be made through payroll deduction for 19 pay periods.

19.12.7 Bus Aides Hired before July 1, 2014 shall have 50% of the dental insurance premium paid by the district.

19.13 Vision Insurance/Life/ADD – Drivers may purchase vision insurance as per the following schedule:

|         | Hours         | % Paid by the Board |
|---------|---------------|---------------------|
| 19.13.1 | 1,250+        | 50%                 |
| 19.13.2 | 1,000 – 1,249 | 35%                 |
| 19.13.3 | 800 – 999     | 25%                 |

19.13.4 700 – 799 10%

19.13.5 Mechanics that work forty (40) hours per week for fifty two (52) weeks will receive vision insurance, \$45,000 of life insurance, ADD, and LTD with the premium paid 100% by the Board.

19.13.6 Any employee premium contribution may be with pre-tax dollars through the District's Section 125 Plan. The employee's premium payments will be made through payroll deduction for 19 pay periods.

19.13.7 Bus Aides- Bus Aides Hired before July 1, 2014 shall have 50% of the vision insurance premium paid by the district.

19.14 Cash-in-Lieu-of – CILO is an amount of money allocated to an employee for their forfeiture of their health benefits, dental insurance, vision insurance, or other benefits. If an employee elects any insurance benefit paid by the Board or paid by the employee, CILO will not be paid.

19.14.1 An qualifying employee will be paid CILO over 19 pay periods.

19.14.2 Bonus hours will count towards the total hours and corresponding CILO amounts for employees hired prior to 01 July 2012 but not for those hired after 01 July 2012.

19.14.3 Any employee hired prior to 01 July 2005 and works a minimum of 20 runs or 704 hours will receive \$5,500 in CILO if they qualify as per 19.3

19.14.4 Hours and amounts for employees **hired prior to 01 July 2012:**

| <u>Hour Range</u> | <u>Total Amount CILO</u> | <u>Per 19 Pays</u> |
|-------------------|--------------------------|--------------------|
| 1,250 +           | \$3,515                  | \$185              |
| 900 – 1,249       | \$2,850                  | \$150              |
| 700 – 899         | \$2,375                  | \$125              |

19.14.5 Hours and amounts for employees **hired after 01 July 2012:**

| <u>Hour Range</u> | <u>Total Amount CILO</u> | <u>Per 19 Pays</u> |
|-------------------|--------------------------|--------------------|
| 1,400+            | \$2,375                  | \$125              |
| 1,000 – 1,399     | \$1,900                  | \$100              |
| 800 – 999         | \$1,425                  | \$75               |
| 700 – 899         | \$950                    | \$50               |

19.14.6 Once an employee selects CILO they may not change to health insurance for that fiscal year.

## Article 20

### Grievance Procedures

20.0 Any member of CTA may submit a grievance if there is cause to believe there is a violation of this Agreement. Grievances shall be processed in a timely and orderly manner as described in each step of the grievance procedure. Grievances must cite specific Articles of the Agreement that was allegedly violated: statements of fact upon which the alleged violation is based, and relief sought by the grievant. The time lines may be extended by a written mutual agreement. At each step, a representative of the CTA may accompany the grievant. Any expense incurred throughout the grievance procedure shall be borne by the party incurring them.

#### 20.1 Step 1: Discussion

A member with a grievance shall discuss it with his/her immediate supervisor within five (5) working days of the alleged violation.

#### 20.2 Step 2: Written Form

If the grievance is not settled to the mutual satisfaction of both parties, the grievance must be reduced to writing, signed by the grievant and submitted to the grievant immediate supervisor within five (5) working days following the date of Step 1 (discussion). The immediate supervisor shall respond in writing within five (5) working days after receipt of the written grievance.

#### 20.3 Step 3: Superintendent Level

If the determination of the immediate supervisor does not relieve the grievant it may be submitted to the Superintendent of Schools within five (5) working days after receiving the written disposition from the immediate supervisor. After investigating the facts of the matter and conferring with both parties, the Superintendent shall issue a written disposition of the grievance within ten (10) working days of receipt of the grievance from Step 2.

#### 20.4 Step 4: Board of Education

If the grievant still believes the disposition of the Superintendent is in violation of the contract he/she may appeal to the Board of Education for review and a decision. The written appeal must be made within five (5) working days following the Superintendent's written disposition. The Board will receive, hear or designate a hearing at the next regular Board meeting if appeal is presented eight (8) working days prior to that meeting.

#### 20.5 Step 5: Arbitration

No individual employee shall have the right to submit a grievance to Step 5. If the decision in Step 4 is unsatisfactory to the CTA, the grievance may be submitted to arbitration by written notice within thirty (30) calendar days of the Step 4 disposition. The parties shall meet within fourteen (14) calendar days to mutually select an arbitrator. The decision of the Arbitrator is binding for parties.

20.6 Exclusions -- The following issues shall be excluded from the grievance procedure:

20.6.1 The dismissal of a probationary employee.

20.6.2 The substance of an employee's evaluation.

20.6.3 Determination of an employee's qualifications.

## Article 21

### Continuity of Operations

21.1 No Strike – During the terms of this Agreement, neither the CTA nor any person acting in its behalf, nor any individual employee will cause, authorize, support or take part in any strike (i.e. the concerted failure to report to work, or willful absence of any employee from his/her position or stoppage of work or the employee's duties of employment) for any purpose whatsoever. It is further agreed the CTA will not itself and will not request any other organization to place a sanction of any form on the Caledonia Schools.

21.2 No Reprisals – The CTA will not support the action of any employee taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the full, faithful and proper performance of contractual duties or who refuses to participate in any of the activities of the Article.

21.3 Violation by CTA – In the event the CTA or any employee(s) or both violate the intent of this Agreement the CTA shall be held liable for any and all damages and/or expenses incurred or suffered by the Board. Further, any employee involved in the violation of this Article may be subject to disciplinary action.

21.4 Violation by Board – In the event the Board violates the intent of this Article, the Board shall be held liable for any and all damages and/or expenses incurred or suffered by CTA.

21.5 No Lockout – During the life of this Agreement, the Caledonia Board of Education will not "lockout" any member of the CTA in any school of the Caledonia School District.

- 21.6 Negotiations -- The CTA and the Administration will meet at least sixty (60) calendar days, or earlier, prior to the expiration of the Agreement to mutually design a meeting schedule for negotiations.
- 21.7 Evaluations -- All drivers, mechanics and transportation para-professionals will be evaluated annually (prior to June 30) using an evaluation tool that has been mutually agreed up by the CTA and District

Article 22

Duration

This Agreement shall be effective upon ratification and shall continue in effect for two (2) years, 12 August 2014 until 30 June 2016. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date here indicated. However, upon mutual consent of both parties to the Agreement, renegotiation of part or all of this Agreement may take place at any time during the term of this contractual agreement.

Board Representative + Date

CTA Representative + Date

Michael J. Patterson Renee Snow 9-18-14  
Board President

Debra McCarty Cindy Hall 9-18-14  
Board Secretary

Paul Kelly, Assistant Supt Theresa Venturi 9/18/14  
Superintendent

CTA Salary Scale 2014-2016  
Appendix A

|           | 14/15   | 15/16   | 14/15   | 15/16   | 14/15        | 15/16        | 14/15        | 15/16        | 14/15        | 15/16        | 14/15    | 15/16    | 14/15    | 15/16    |
|-----------|---------|---------|---------|---------|--------------|--------------|--------------|--------------|--------------|--------------|----------|----------|----------|----------|
| Sub       |         |         |         |         | Skills 1 Way | Skills 1 Way | Skills 2 Way | Skills 2 Way | Skills 2 Way | Skills 2 Way | Bus Aide | Bus Aide | Bus Aide | Bus Aide |
| Probation |         |         |         |         | \$17.00      | \$17.00      | \$17.00      | \$17.00      | \$17.00      | \$17.00      | \$10.00  | \$10.00  | \$10.00  | \$10.00  |
| STEP 1    | \$15.67 | \$15.83 | \$17.50 | \$17.50 | \$17.50      | \$17.50      | \$17.50      | \$17.50      | \$17.50      | \$17.50      | \$10.73  | \$10.73  | \$10.73  | \$10.84  |
| STEP 2    | \$16.77 | \$16.94 | \$18.54 | \$18.54 | \$18.54      | \$18.73      | \$19.54      | \$19.54      | \$19.54      | \$19.74      | \$11.51  | \$11.51  | \$11.51  | \$11.63  |
| STEP 3    | \$17.49 | \$17.66 | \$20.60 | \$20.60 | \$22.60      | \$22.83      | \$24.60      | \$24.60      | \$24.60      | \$24.85      | \$12.03  | \$12.03  | \$12.03  | \$12.15  |
| STEP 4    | \$18.70 | \$18.89 | \$20.65 | \$20.65 | \$22.65      | \$22.88      | \$24.65      | \$24.65      | \$24.65      | \$24.90      | \$12.57  | \$12.57  | \$12.57  | \$12.70  |
| STEP 5    | \$20.26 | \$20.46 | \$20.65 | \$20.65 | \$22.65      | \$22.88      | \$24.65      | \$24.65      | \$24.65      | \$24.90      | \$13.13  | \$13.13  | \$13.13  | \$13.26  |
| STEP 6    | \$21.09 | \$21.30 | \$20.70 | \$20.70 | \$22.70      | \$22.93      | \$24.70      | \$24.70      | \$24.70      | \$24.95      | \$14.48  | \$14.48  | \$14.48  | \$14.62  |
| STEP 7    | \$21.19 | \$21.40 | \$20.80 | \$20.80 | \$22.80      | \$23.03      | \$24.80      | \$24.80      | \$24.80      | \$25.05      | \$14.85  | \$14.85  | \$14.85  | \$14.99  |
| STEP 8    | \$21.39 | \$21.60 | \$20.85 | \$20.85 | \$22.85      | \$23.08      | \$24.85      | \$24.85      | \$24.85      | \$25.10      | \$15.22  | \$15.22  | \$15.22  | \$15.37  |
| STEP 9    |         |         | \$20.85 | \$20.85 | \$22.85      | \$23.08      | \$24.85      | \$24.85      | \$24.85      | \$25.10      | \$15.67  | \$15.67  | \$15.67  | \$15.83  |
| STEP 10   |         |         | \$20.90 | \$20.90 | \$22.90      | \$23.13      | \$24.90      | \$24.90      | \$24.90      | \$25.15      | \$16.18  | \$16.18  | \$16.18  | \$16.34  |
| STEP 11   |         |         | \$20.90 | \$20.90 | \$22.90      | \$23.13      | \$24.90      | \$24.90      | \$24.90      | \$25.15      | \$16.67  | \$16.67  | \$16.67  | \$16.83  |
| STEP 12   |         |         | \$21.05 | \$21.05 | \$23.05      | \$23.28      | \$25.05      | \$25.05      | \$25.05      | \$25.30      | \$17.17  | \$17.17  | \$17.17  | \$17.34  |

|                             |         |         |
|-----------------------------|---------|---------|
| Mail Run (per hour)         | 14/15   | 15/16   |
| Training Run (per hour)     | \$10.00 | \$10.10 |
| Trainer (per hour)          | \$10.00 | \$10.10 |
| Drug Testing (per hour)     | \$19.94 | \$20.14 |
| Extra-Trips                 | \$10.00 | \$10.10 |
| Sub Bus Aide (per hour)     | \$14.05 | \$14.19 |
| Wheel Chairs-Regular Runs   | \$10.00 | \$10.10 |
| Shuttle-Short up to 15 min. | \$0.50  | \$0.51  |
| Shuttle-Long up to 30 min.  | \$6.68  | \$6.85  |
| Dutton Christian Shuttle    | \$10.17 | \$10.27 |
| Sub Bus Driver (a)          | \$10.85 | \$10.96 |
| Sub Bus Driver (b)          | \$19.94 | \$20.14 |
|                             | \$17.00 | \$17.17 |

NOTES:

(a) Rates for sub drivers that actively worked for the district from 01 July 2009 to 01 July 2012. Anyone working for the district prior to 01 July 2009 and inactive between 07/01/09 – 07/01/12 would receive the (b) rate of \$17.00 (Actively worked means working a minimum of thirty (30) days per year for the district)

(b) Rates for sub drivers that begin service in the district after 01 July 2012.

## Appendix B

### Early Retirement Incentive Plan (ERIP).

Any employee **hired prior to 01 July 2005** may receive an early incentive under the following conditions:

- 1.0 The employee must notify the Board of Education of their intentions to retire with a letter of resignation by 01 March of the school year preceding their retirement. An extension of the 01 March deadline may be granted by the Superintendent for extenuating circumstances.
- 2.0 The ERIP is limited to those employees hired prior to 01 July 2005 and who are eligible for retirement under the Michigan Public School Employees Retirement System. Payment will be made on presentation of proof from the State Retirement Office.
- 3.0 Employees may receive stipends as follows:
  - 3.1 10 – 14 years of service = \$2,500
  - 3.2 15 – 19 years of service = \$3,500
  - 3.3 20 – 24 years of service = \$5,000
  - 3.4 25 – 29 years of service = \$1,750
  - 3.5 30 years of service = \$1,250
  - 3.6 31 or more years of service = no benefit available
- 4.0 The Board shall offer an ERIP for eligible employees through the purchase of universal buy-in credit. The incentive shall be in effect beginning with the signing of this agreement and concluding at the termination of the agreement. The retirement incentive shall be offered in accordance with the following provisions:
  - 4.1 The decision to participate in the ERIP is expressly voluntary on the part of the employee.
  - 4.2 The employee must have worked a minimum of ten (10) consecutive years (excluding approved leaves and layoffs) at Caledonia Community Schools and actually retire with full benefits under the terms of the Michigan Public School Employees Retirement System.
  - 4.3 The employee must make application for retirement and provide a written statement of resignation of their position to the Board by 01 March of the school year preceding retirement. The statement of resignation will indicate that the resignation is for the purpose of retirement and state the effective date of resignation as the end of the first or second semester.



- 4.4 The Board agrees to purchase, on the employee's behalf, universal buy-in credit for retirement as follows:
- 4.4.1 1<sup>st</sup> year 90% of MPSERS Actuarial Cost
  - 4.4.2 2<sup>nd</sup> year 80% of MPSERS Actuarial Cost
  - 4.4.3 3<sup>rd</sup> year 70% of MPSERS Actuarial Cost
  - 4.4.4 4<sup>th</sup> year 60% of MPSERS Actuarial Cost
  - 4.4.5 5<sup>th</sup> year 50% of MPSERS Actuarial Cost
- 4.4.6 Note: It is understood that if an employee has 25 years of service and needs to buy five (5) years, he/she will receive 50% of the total dollars it would cost to purchase the five (5) years. Similarly, if he/she had 27 years and needed to purchase three (3) years, he/she would receive 70% of the total dollars to purchase years.
- 5.0 The Board agrees to pay any other severance pay to which the employee may be entitled. The purchase of universal buy-in credit shall not provide more than thirty (30) years total service credit, nor shall the Board contribution exceed a maximum of five (5) years of universal buy-in credit.
- 6.0 The employee through requesting Board purchase of universal buy-in credit agrees that such purchase shall serve as satisfaction/waiver of any other claim for compensation (e.g. unemployment compensation, etc.) against Caledonia Community Schools.
- 7.0 The employee also agrees to waive, in writing, any and all rights and claims against the Board arising under the Age Discrimination in Employment Act. The employee is advised to consult with an attorney before signing the ERIP Agreement, and will be given sufficient time to decide whether to sign. The employee will have seven (7) days to revoke a signed waiver.

