



CHIPPEWA VALLEY SCHOOLS

19120 Cass Avenue
Clinton Twp., MI 48038

MASTER AGREEMENT

BETWEEN THE

CHIPPEWA VALLEY SCHOOLS
BOARD OF EDUCATION

AND THE

CHIPPEWA VALLEY
SUPPORT PERSONNEL ASSOCIATION
C.V.S.P.A.

CUSTODIAL/MAINTENANCE/GROUNDS
TRANSPORTATION AND CAFETERIA EMPLOYEES

2006-2007

2007-2008

2008-2009

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PREAMBLE

This Agreement entered into this first day of July, 2006 between the Chippewa Valley Board of Education, hereinafter referred to as the "Employer" and the Chippewa Valley Support Personnel Association, MEA/NEA (CVSPA), hereinafter referred to as the "Association." All terms and conditions of employment specified in this contract apply only to those members of the Association that are employees of the Chippewa Valley Board of Education.

PURPOSE AND INTENT

The purpose of this Agreement is to assure adequate and dependable custodial, maintenance, transportation, cafeteria, and warehousing services to the Chippewa Valley School District, to set forth terms and conditions of employment, to promote orderly and peaceful labor relations, to protect the interest of the public, the employees, and the Board of Education.

The Parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the employer included in the bargaining units herein described. The bargaining unit includes the following permanent, full-time and part-time employees, Custodial Leader, Custodian, Custodian II, Elementary Head Custodian, Middle School Head Custodian, High School Head Custodian, Skilled Maintenance, Skilled and General Maintenance Leader, General Maintenance, Grounds Mechanic, Grounds Leader, Grounds II, Groundsman, Head Custodian/Warehouse, Warehouse Helper, Laborer, Head Mechanic, Mechanic, Bus Drivers, Central Kitchen Coordinator, Central Kitchen Assistant, High School Lead Server, Middle School Lead Server, Elementary School Lead Server, Elementary Cashier/Helper, Kitchen Helper, and Food Handler/Custodian, excluding but not limited to: Supervisors, Coordinators, Directors, Substitutes, seasonal and any other temporary or part-time employee(s), as well as any other non-certified and certified personnel not herein named.
- B. The Parties mutually recognize that the Employer's nature of the operations of a public school district necessitates that certain positions be for less than a full twelve month period each year and further, that during the summer months when school is not in session a limited part of the total work force may consist of seasonal employees such as outside employees, and finally, in some full time positions under extreme circumstances it could become necessary to employ a substitute on a day to day basis. To distinguish these various positions, the following definitions are agreed upon.
1. Seasonal and Temporary Employees - All persons employed on an hourly basis for seasonal work, including summer catch-up work and for special non-recurring projects at any time during the year shall be considered as seasonal employees and not entitled to receive any of the benefits under this Agreement. They shall be compensated on an hourly basis which shall be determined by the Employer. Special non-recurring projects shall include but not be limited to Acts of God, disasters, and situations of emergency, etc.. This is an employee(s) who provides services when help is required and said job assignment or position is not of a permanent nature.
 2. Substitute Employee - A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.

An employee who is hired for only a limited period of time to substitute for one or more permanent, full-time or permanent, part-time employee during their absence, because of illness or while on leaves or vacation, or for a job which is of limited duration, etc., shall be considered a temporary employee. He/she shall not acquire seniority by virtue of such temporary employment regardless of how long it lasts.
 3. Permanent Full-time Employee - A "full-time" employee as described herein is defined as someone who works at least ten months per year for the employer at eight (8) hours per day, five days per week on a permanent basis.
 4. Permanent Part-time Employee - Part-time employees shall be defined to mean those who work less than eight on a permanent basis.
 5. Regular Employees - Employee(s) who work on a regular permanent assignment on a ten (10) or twelve (12) month basis (e.g. bus drivers, custodians and cafeteria, etc.).

RECOGNITION – Cont’d.

6. Student Employees - It is recognized that several cooperative work-education programs in the schools are a valuable and necessary experience to the educational welfare of our students and that the hiring of temporary employees referred to as students in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this agreement entered into between the Parties do not apply to these temporary student employees.
- C. The term "Employee" when used herein shall refer to Employees included in the bargaining unit as set forth in the paragraphs above and references to male Employees shall include female Employees.
- D. The term "Board" when used herein shall refer to the Chippewa Valley Board of Education.
- E. The term "Employer", or "Administrator" when used herein shall refer to Central Office Administrators, Principals, Assistant Principals, Directors, Supervisory or any other Administrative personnel who may be authorized by the Superintendent or the Board of Education.

ARTICLE II - AGENCY SHOP

To the extent that the laws of the State of Michigan permit, it is agreed that

- A. Each seniority employee who, on the effective date of the Agreement, is a member of the Association and has authorized dues deductions shall do so with the understanding that the deductions shall continue for the length of the contract unless a written request to discontinue dues deduction is sent to both the district and President of the Association.
- B. Present seniority employees, employees hired (except probationary), rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Association or pay a service fee (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) up to but not to exceed the amount equal to the monthly dues on or before the 30th working day after their probationary period or the beginning of their employment in the unit or before the 10th working day following the 30th work day following the effective day of this Agreement.
- C. During the term of this Agreement, any seniority employee in the bargaining unit who is not an Association member and does not make application for membership shall, as a condition of employment, on or before the 30th working day after their probationary period, or the effective date of this Agreement, pay to the Association a service charge (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) up to but not to exceed the amount equal to the monthly dues as a service fee. Employees who fail to comply with this requirement shall be subject to discharge by the Board when the Association has complied with Section D below.

AGENCY SHOP – Cont’d.

D. In the event a permanent, (as defined in the Recognition Clause) employee does not join the Association either directly or through a voluntary deduction authorization or service charge as indicated above, such employee shall be terminated, provided the Association has complied with the following:

1. Fulfillment of the requirements of Section G of this Article.
2. Fulfillment of its fiduciary obligations by sending written notice to the employee that he/she has an obligation to tender dues or service fee (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.), the reasonable date for such obligation, the amount of such tender and to whom such tender is to be made. A copy of such notice must be sent to the Board/Employer.
3. Fulfillment of its responsibility by sending written notice to the employee (copy to the Board/District) that the employee has not fulfilled his/her obligation by the requisite date or reasonable period of time thereafter, and that a request for his/her termination is being made to the Board.
4. By stating in the request for termination that such request is in conformance with the provision of this Article, that the employee(s) has not complied with his/her obligations, that it is an official demand of the Association to request the discharge of said employee(s) and that the "SAVE HARMLESS" clause set forth in Section F below shall be put into effect.
5. Providing the Association has furnished the Board with written proof that the foregoing procedure has been followed or has supplied the Board with a copy of the notice to the employee and notice that the employee has not complied with such request, the Association must further specify the following by written notice when requesting the Board to discharge the employee.

"The Association herewith certified that the following named employee(s) are not in good standing with the Association because of their failure to tender or pay the periodic dues uniformly required as a condition of acquiring and/or retaining membership in this Association or a service fee (as stated above). The suspension from good standing of the named employee(s) occurred under a uniformly applied suspension policy of the Association."

E. Employees shall be deemed to be members of the Association, within the meaning of this section, if they are not more than sixty (60) days in arrears in payment of membership dues. Employees will be required to pay Association dues or service fee for the months worked.

F. The Association and the Michigan Education Association (MEA) agrees to indemnify and save the Board, each individual school Board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administration agency costs that may arise out of, or by reason of, action taken or not taken by the Employer and/or the Board for the purpose of complying with this Article.

AGENCY SHOP – Cont’d.

1. The Association shall, when the Board/Employer is sued individually or jointly, make available, competent legal counsel for such defense at the expense of the Association. The District/Board reserves the right to also have legal counsel of their choice.
- G. The interpretation, application, administration, and enforcement of this article shall be in accordance with the requirements of the Labor Management Relations Act of 1974, as amended, and to the extent that it does not conflict with any Federal or State Laws.
- H. The Parties recognize that any employee may exercise his/her choice of either to join the Association or pay a service fee.
- I. The Board/Employer shall establish such guidelines and procedures as it deems appropriate and necessary for all Parties to follow whenever this article is being invoked against any employee.

ARTICLE III - ASSOCIATION DUES AND CHECK OFF

- A. Employees may tender the monthly membership dues or service fees (not including fines or assessments, etc.) by signing a payroll authorization dues deduction card or may pay the same directly to the Association.
- B. The Employer agrees to make monthly collection of Association dues or service fees (not including fines or assessments, etc.) for any employees submitting a signed payroll deduction authorization (see Section E below) to the Employer and to pay over to the Association the total amount thus deducted for all such employees.
- C. **DEDUCTIONS:** Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction" forms together with the provisions of this Agreement. The employer shall have no responsibility for the collection of initiation fees, reinstatement fees, assessments, fines, penalties, or any other deductions not in accordance with this Section.
- D. **ASSOCIATION NOTIFICATION TO THE DISTRICT:** The Association shall notify the Employer in writing of any membership dues certified by the Association as the uniform dues or service fees required of the bargaining unit members.
- E. **DELIVERY OF EXECUTED AUTHORIZATION OF PAYROLL DEDUCTION FORM:** A properly executed copy of such "Authorization for Payroll Deduction" form for each employee for whom Association membership dues or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter for those forms properly executed and in effect. Any "Authorization for Payroll Deduction" form which is incomplete or in error will be returned to the Association Local President by the Employer.

ASSOCIATION DUES AND CHECK OFF – Cont’d.

- F. **WHEN DEDUCTION BEGINS:** Payroll deductions under all properly executed "Authorization for Payroll Deduction" forms shall become effective at the time the application is tendered to the District and shall be deducted from the succeeding month and each month thereafter.
- G. **REFUNDS:** In cases when a deduction is made that duplicates a payment that an employee already has made to the Association or in any other situation that a refund is demanded, said refunds will be made by the Association.
- H. **REMITTANCE OF DUES TO FINANCIAL OFFICER:** Deduction for any calendar month shall be remitted by the Employer to the designated financial officer of the Association as soon as possible after the appropriate pay period. The Employer will endeavor to remit dues within thirty (30) days after the pay period.
- I. **TERMINATION OF PAYROLL DEDUCTIONS:** An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke his "Authorization for Payroll Deduction" upon written notice to the Employer and the Association.
- J. **LIST OF MEMBERS PAYING DUES DIRECTLY:** The Association will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues or service fees directly to the Association. Thereafter, the Association and Employer will furnish each other a monthly list of all changes, if and when necessary.
- K. **DISPUTES CONCERNING PAYROLL DEDUCTIONS:** Any dispute between the Association and the employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for payroll deduction form shall be reviewed with the employee, a representative of the Association and the designated representative of the Employer.
- L. **LIMIT OF DISTRICT'S LIABILITY:** The Board/Employer shall not be liable for any errors or losses in the administration of this Article. The Board/Employer shall not be liable for the remittance of payment of any sum other than those constituting actual deductions made from wages earned by the employees. Further, MEA and the Chippewa Valley Support Personnel Association shall protect, indemnify and save the Board/Employer harmless against any and all claims, demand, costs, suits, and any other forms of liability that may arise out of or by reason of, action taken or not taken by the Board/Employer for the purpose of complying with this Article.

ARTICLE IV - REPRESENTATION

A. There shall be four (4) representation departments within the bargaining unit consisting of:

1. **Custodial - Three (3) Representatives**

- a. Custodian
- b. Elementary Head Custodian
- c. Middle School Head Custodian
- d. High School Head Custodian
- e. Warehouse/Head Custodian
- f. Warehouse Helper
- g. Custodial Leader
- h. Custodian II

2. **Maintenance and Grounds - One (1) Representative**

- a. Skilled and General Maintenance Leader
- b. Skilled Maintenance
- c. General Maintenance
- d. Grounds Mechanic
- e. Grounds Leader
- f. Grounds II
- g. Groundsman
- h. Laborer

3. **Mechanics and Transportation - Three (3) Representatives**

- a. Head Mechanic
- b. Mechanic
- c. Bus Driver

4. **Food Service - Three (3) Representatives**

- a. Central Kitchen Coordinator
- b. Central Kitchen Assistant
- c. High School Lead Server
- d. Middle School Lead Server
- e. Elementary Lead Server
- f. Elementary Cashier/Helper
- g. Kitchen Helper
- h. Food Handler/Custodian

B. The Association will furnish the employer with the names of its Association Representative(s) and alternate when elected and such changes as may occur from time to time in such personnel so that the employer may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the employer has received written notice of changes from the Association, it shall not be required to deal with such employees purporting to be Association Representatives.

REPRESENTATION – Cont’d.

- C. If the Association is required to go into another building other than his/her own in the handling of a grievance, the Principal/Administrator at both buildings (or all buildings involved) must be notified. Permission will be granted provided that it does not unduly interfere with or interrupt or affect normal work or school operation or assigned duties. It is the responsibility of the above-mentioned Association Representatives to report to the building Principal/Administrator before their conference with any employee. If, in the opinion of the Principal/Administrator or the immediate Supervisor of the Association member, such Association activity is interfering with classroom activity or assigned duties, such Association activities will be postponed.
- D. Except as set forth above, no Association Representative or any other employee shall be granted time off for the purpose of handling Association matter, affairs, or grievances unless specific permission has been granted by the Supervisor or Principal.
- E. Neither the Association nor any of the officers nor any Association Representatives nor any other representatives or employees shall advise or direct employees to disregard the instructions and/or directions of the Employer.

ARTICLE V - AID TO OTHER UNIONS

The District will not aid, promote or finance any labor group or organization, or any individual acting on behalf of such group or organization, which purports to engage in collective bargaining or make agreement with any such group or organization, or individual acting on behalf of such group or organization, for the purpose of undermining the Association.

ARTICLE VI - SENIORITY

A. Probationary Employees

New employees hired in a permanent position, other than substitutes and temporary employees, shall be considered as probationary employees for the first sixty (60) working days of their job assignment.

1. During this period of probationary employment, probationary employees may be laid off or discharged as exclusively determined by the Board and shall not be subject to the grievance procedure.
2. There shall be no seniority among probationary employees.
3. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay wages, hours of employment and other conditions of employment as set forth in this Agreement, except discharge and discipline of employees for other than Association activity. It is understood that 10-month employees will not accumulate time toward the completion of their probationary period during the summer when school is not in session.

SENIORITY – Cont’d.

4. Probationary employees shall be eligible for fringe benefits earned and provided for in this Agreement only at the successful completion of their probationary period.

B. Seniority shall be by classification and in accordance with the employee's effective date of hire.

1. When more than one employee is hired on the same day, seniority shall be identified by the lottery. Affected employees shall be notified of the lottery and invited to attend.
2. Seniority shall be counted on a school district wide basis within the individual's job classification. Employees moving from one job classification to another shall retain district wide seniority accrued in any other classification or department but not transfer said classification seniority into their new classification.

C. Seniority Lists

1. Seniority lists will show the names, job titles, date of hire, district seniority, and all seniority by classification of all employees of the unit entitled to seniority.
2. The employer will keep the seniority lists up to date and will provide the President and all building departments with copies on or before November 1st of each year.
3. The employer will notify the Association within ten (10) working days in writing of all employees who have successfully completed their probationary period.

D. Loss of Seniority

An employee shall lose his/her seniority and terminate their service with the Chippewa Valley School District for the following reasons (not to include family care):

1. Employee voluntarily leaves employment.
2. Employee is discharged and the discharge is not reversed through the Grievance Procedure.
3. Employee is absent three (3) consecutive working days in any one (1) year without notifying and/or receiving permission from the employer. Exception to this rule may be made by the Superintendent/Designee and provided the employee presents a reason for the absence notification is given to the employer representatives and reasons are acceptable to the employer.
4. Employee does not return to work when recalled from lay-off as set forth in the recall procedure, unless an extension has been granted.
5. If the employee overstays a Leave of Absence for any reason, as herein provided, unless extension has been granted. Exception to this rule may be made by the Superintendent/Designee.

SENIORITY – Cont’d.

6. Retirement at any age.
7. Involuntary lay-off for two (2) years or length of work service in the District, whichever is shorter.
8. If the employee gives false reasons for a Leave of Absence or engages in other employment during any leave without permission of the employer.
9. Any employee who falsifies information on his/her application for employment even if the falsity may come to light sometime after the employee's date of hire or date of acquiring seniority.
10. Effective July 1, 1981, any employee who is absent more than then (10) unpaid workdays shall have their seniority date adjusted by the number of days in excess of ten (10) that they are absent without pay. Effective July 1, 1987, any employee who is absent more than five (5) unpaid work days per year shall have their seniority date adjusted by the number of days in excess of the five (5) days per year that they are absent without pay. This provision is not intended to conflict with the seniority provisions outlined in Article X. No adjustments in the seniority date may be made as a result of absences which occurred prior to July 1, 1981.

In the event the deduction does not total one full day, the number of unpaid hours will be divided by the number of hours the employee is scheduled to work for that school year and the resulting number will be rounded to the nearest tenth. This will begin with those employees who have an asterisk next to their name on the seniority list dated July 30, 1987.

Effective July 1, 1990, no adjustments in the seniority date may be made for days that are a part of a maternity disability or medical leave of absence of at least ten (10) days from initial date of absence. Each occurrence has a maximum of six (6) months without adjustment.

E. Physical Examination

A physical examination if required by the employer, will be arranged with a physician selected by the Board. Examination will be at Board expense. If an employee fails the physical examination, it may be optional for the employee to be examined by his/her personal physician at his/her expense. This examination must follow the State of Michigan physical examination requirements.

If a conflict of opinion results, the employee may submit to a third impartial physician, mutually agreeable by the employee and the Board. The expense for such an examination will be borne equally by the employee and the Board. The opinion of the mutually agreed to physician shall be binding on the Parties. Once an employee files a Workers Compensation claim against the school district, the above will be suspended and the provisions of the Workers Compensation law will prevail.

SENIORITY – Cont’d.

The School District may, in its sole discretion and at its cost, require that employees submit to such tests and examinations, including drug and/or alcohol testing, (if there are specific tests defined in the Omnibus Transportation Employees Testing Act of 1991, those tests will be the tests used under this Section) by a School District-appointed physician, clinic, hospital, nurse, technician, or other qualified professional, when in the School District's judgment, such examination is necessary to determine if an employee can perform the essential job duties, or when such examination is otherwise job-related and consistent with business necessity. In addition, the employee shall sign such documents and medical release forms requested by the School District in order to secure from the employee's physician, hospital, clinic, psychologists, etc., all of his/her pertinent records, related to the above.

- F. Probation in one classification or department does not count towards probation in another classification or department.
- G. The Superintendent/Designee may at his/her discretion make exception to the above-stated rules if mutually agreed to by both the Association President and the Employer.

ARTICLE VII - DISCHARGE AND DISCIPLINE

- A. The Parties recognize that in the interest of efficient operations of the school district, the employer has the right to discipline and discharge employees for just cause. The employer shall inform the employee of the reasons for the discipline and/or discharge and affords the employee Association representation if requested.
- B. The employer agrees upon the discharge or suspension of a seniority employee to notify in writing the President of the Association of the discharge or suspension.
- C. The discharged or suspended employee will be allowed to discuss the discharge with the Association representative of the department and the employer will make available an area where they may do so before said employee is required to leave the property of the employer. Upon request, the employer or its representative will discuss the discharge or suspension with the employee and the Association representative.
- D. If the seniority employee and Association representative believes the discharge or suspension to be improper, they must file a written request for a review of this matter to the Superintendent/Designee. This request must be filed within five (5) regularly scheduled working days after the discharge or suspension is received by the employee or Association Representative. A meeting to hear this matter shall be scheduled within ten (10) working days of the written request.
- E. The Superintendent/Designee shall give his/her answer within five (5) regularly scheduled working days after the hearing indicated in Section D above.
- F. If the answer is not acceptable to the seniority employee, the matter may be referred to the grievance procedure commencing at Step Three within five (5) working days of the answer given by the Superintendent/Designee.
- G. All concerns and complaints regarding any discharge or suspension of seniority employees must be processed as identified above; otherwise, it will not be a proper subject for the grievance procedure.

DISCHARGE AND DISCIPLINE – Cont’d.

H. No material derogatory to an employee's conduct, service, character or personality shall be placed in their personnel file unless the employee has had an opportunity to read such material. The employee shall acknowledge that the material has been read by affixing their signature to the actual copy to be filed with the understanding that such signature merely signifies that the employee read the material to be filed and does not necessarily indicate agreement with its contents. Exceptions to this policy will be made only in case of documents which are prepared for an arbitration hearing or which are a matter of public record or official Board action.

Upon the employee's written request to the Superintendent, letters of reprimand will be removed from the employee's personnel file five (5) years from date of inclusion in the file.

- I. The employee shall have the right to answer any material filed and the employee's answer shall be attached to the file copy.
- J. The employee may examine their personnel file in the presence of the employer by appointment.

ARTICLE VIII - LAYOFF AND RECALL

LAYOFF

- A. Layoff means a reduction in the working force due to a decrease of work, limitation or reduction in operating funds and/or other conditions deemed appropriate and necessary by the Employer.
- B. If it becomes necessary for a layoff, the probationary employees within the effected classification will be laid off first. Seniority employees will be laid off within the effected classification according to seniority as previously defined in Article VI. If the lowest seniority employee in the effected classification is laid off, or displaced, said employee(s) may exercise the right for a job assignment according to base hourly rates within the classification group in which they possess seniority on the basis of their district-wide seniority provided they can perform the available work by the conclusion of their trial period, or the employee(s) may be reassigned to a vacant position available at the time of the layoff for which they are qualified.

Classification Groups are:

- Group A - Skilled Maintenance - by job assignment
Skilled and General Maintenance Leader
General Maintenance
Grounds Mechanic

- Group B - High School Head Custodian
- Middle School Head Custodian
- Elementary School head Custodian
- Custodial Leader
- Custodian II
- Custodian

LAYOFF AND RECALL – Cont’d.

Group C	-	Food Handler/Custodian
Group D	-	Warehouse/Head Custodian Warehouse Helper
Group E	-	Grounds Leader Grounds II Groundsman Laborer
Group F	-	Head Mechanic Mechanic
Group G	-	Bus Driver
Group H	-	Central Kitchen Coordinator Central Kitchen Assistant High School Lead Server Middle School Lead Server Elementary Lead Server Elementary Cashier/Helper Kitchen Helper

- C. Employees to be laid off from their regularly scheduled duties for an indefinite period of time will have at least thirty (30) calendar days notice of layoff. The Association President shall be sent a list from the Employer naming employees being laid off at least two days prior to the date of notices sent to the employee(s). The Food Handler/Custodian classification personnel is considered as a Food Handler in the Cafeteria Department for seniority basis with no seniority consideration in any other department and/or classification.
- D. Any employee who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position.
- E. The employee may be transferred within the departmental classifications on a district-wide basis where operating staff in one or more buildings is reduced due to layoff.
- F. It is clearly understood that any individual laid off shall automatically terminate and suspend the employer's obligation to salary or fringe benefits under this collective bargaining agreement or any other agreement.
- G. Any seniority employee on layoff shall have the option to be placed on the regular substitute list.

LAYOFFS AND RECALL – Cont’d.

RECALL

- A. Employees laid off through the procedure as stated in this Article shall be maintained on a recall list for a period of two (2) years or length of work service in the District whichever is shorter and shall be recalled in reverse order of their layoff.
- B. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to report for work on recall if the employee fails to receive recall notice because of their own failure to advise the employer in writing of their change of address.
- C. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered a voluntary quit.
- D. The Employer shall have no obligation to recall probationary employees who may be laid off.
- E. Should an employee be offered a comparable position and refuse such appointment, he/she will lose the right to remain on the seniority-recall list and shall be considered as having quit.

The Superintendent/Designee may at his/her discretion make exception to the above-stated procedure if mutually agreed to by both the Association President and the employer.

ARTICLE IX - VACANCIES, TRANSFERS AND PROMOTION

- A. **Vacancies** Vacancies are defined as bargaining unit position(s) or newly created positions that remain unfilled after all the assignments and reassignments are completed by the employer. Permanent, full-time or part-time vacancies in the bargaining unit will be posted within five (5) working days for a period of five (5) calendar days, setting forth the minimum requirements for the position. During the summer months, the Association President will have forwarded to him/her copies of each vacancy posted. Employee(s) wishing to be notified in the summer months of vacancies must provide the Personnel Office with self-addressed stamped envelope(s) for the purpose of receiving vacancy notices during the summer months. Posted position(s) will attempt to include the minimum qualifications and factors to be considered for said vacancies. All positions shall be posted as identified above and shall include the following information:

- 1. Title and Classification
- 2. Wage Schedule
- 3. Hours and Length of Work Year
- 4. Minimum and/or special qualifications
- 5. Effective July 1, 1988, Job Descriptions are available at the Personnel Office upon request.

BUS DRIVERS All known summer bus routes will be posted prior to the end of the school year whenever possible. Any driver interested in summer work must sign up on appropriate forms furnished by the employer at least four (4) weeks prior to the end of the school year (June30). The driver will accrue sick leave time that will be added to their sick leave bank. Sick leave time will not be used during summer routes.

VACANCIES, TRANSFERS AND PROMOTIONS – Cont'd.

- B. **Transfers** A transfer is a lateral change within a job classification where there is no addition or increase in compensation; for example, a movement to another building or to another job within the salary classification falls into the definition of a transfer. The employer shall exercise their discretion as to the feasibility of honoring any or all transfer requests.
1. Transfer of seniority employees is to be minimized whenever possible. Transfers shall be based upon the seniority employee's ability to meet the job qualifications, ability to perform the job, seniority and other relevant considerations. Employees placed in a new position by virtue of a transfer will be required to complete a trial period of thirty (30) working days. The trial period shall be extended for any absences during that period by the amount of said absences.
 2. Employees desiring a transfer must file their request in writing within the posted period. The request shall set forth the reason for transfer and the applicant's complete qualifications, work experience, as well as any other relevant information. Only one (1) transfer in a one (1) year period shall be permitted. Exceptions to this rule may be permitted by the employer.
 3. Any employee attaining seniority with the District shall have the right to exercise his/her seniority for an open job shift, or department and retain his/her seniority for an open job the benefits afforded in the classification on a District wide basis. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefit provided for in this Agreement.
 4. Custodial employees will not be eligible for more than one voluntary transfer within a twelve (12) month period. Exceptions will be made where an employee is moving from part-time to full-time work.
 5. Employees temporarily reassigned to a lower classification shall be paid at his/her regular rate. Employees reassigned to working in a higher classification shall be paid at the rate of the higher classification.
 6. An employee who requested and is granted a transfer (excluding Bus Drivers) shall remain on the job for one (1) year before he/she becomes eligible to request another transfer. Exceptions may be made by the employer after consultation with Association.
 7. In the event the employee is not granted the transfer, the reason for denial shall be given in writing to the employee, if requested in writing, by the employee within five (5) calendar days of the decision.
- C. **Promotion** A promotion is an upward change to an open job classification within the bargaining unit, which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential, or premium pay. Employee(s) interested in a promotional position shall apply within the above-stated posting period to be considered for the promotion.

VACANCIES, TRANSFERS AND PROMOTIONS – Cont'd.

1. Promotions shall be made on the basis of ability. (seniority will be considered if all other factors are considered equal by the employer). Any employee who meets the requirements set forth above and is selected by the employer for said position shall be granted up to forty-five (45) work days trial period to determine: 1) his/her desire to remain on the job, and 2) his/her ability to perform the job. During the forty-five (45) days trial period, their former position will not be posted. Any absence(s) during the trial period shall automatically extend the trial period for a like number of days.
 2. In the event any employee is not granted the promotion, the reason for denial shall be given in writing to the employee, if requested in writing, by the employee within five (5) calendar days of the decision.
 3. During the forty-five (45) working day trial period, the employee shall have the opportunity to revert back to his/her former classification and a letter of explanation shall be submitted to the employer. If at any time during the trial period, the employer believes the employee is not progressing or it appears that the employee is not able to satisfactorily perform the job, such employee shall be returned to his/her former classification and notice of such action shall be submitted to the Association President, in writing with a copy to the employee. The employee returned to his/her former classification shall retain salary and seniority status as previously enjoyed before the promotion.
 4. Employees receiving promotion should not receive a rate of pay that is less than they are presently earning.
 5. The Association President will receive notification of the individual selected for promotional position.
 6. Employee(s) may be required to successfully pass skill tests as determined by the employer prior to assignments to a promotional position.
 7. If at the effective date of a promotion, the employee is within thirty (30) calendar days of their current status rate anniversary date, he/she will be considered to have already achieved the pending rate anniversary date step increase for the purpose of determining their promotion increase.
- D. A probationary or trial period in one classification does not count towards a trial period in another classification.
- E. Employees requesting and receiving a transfer or demotion to a lower classification shall be paid at the rate of said assignment.
- F. All employees are encouraged to train and prepare for promotional opportunities.
- G. The Association agrees that involuntary reassignments are sometimes necessary because of such factors as mutual incompatibility, job performance, technological change, etc.. Such involuntary reassignments shall be communicated to the employee and Association President orally and in writing.

VACANCIES, TRANSFERS AND PROMOTIONS – Cont'd.

- H. Employees placed in a new position, by promotion, transfer or otherwise shall be required to satisfactorily complete a trial period of forty five (45) working days to start from the official date of employment in the new position. The responsibility for selection for any position rests with the employer. The trial period shall be automatically extended for any absences during that period by the amount of said absence(s).
- I. If any additional temporary summer help is needed, ten (10) month employee(s), according to the most senior qualified on a rotation basis shall be given consideration for employment provided they have signed up four (4) weeks prior to the end of the school year with the Personnel Department. It is understood that any employee hired will be paid the prevailing rate for summer assignments.
- J. In filling vacancies, transfers will be considered before promotion.

ARTICLE X - LEAVES OF ABSENCE

A. General Leaves of Absence

- 1. A General Leave of Absence for good cause not to exceed one (1) year may be requested by a permanent employee with at least one (1) year's seniority. Such request must be in writing to the Superintendent/Designee on the Request For Leave of Absence Form available in the Personnel Office. Such leaves may be extended for a period not to exceed one (1) year if approved by the Superintendent Designee.
- 2. Such leaves may be granted for Education, Medical Disability (upon the expiration of sick leave), Military Service, Child Care (including adoption), care for a member of immediate family, or other individual circumstances.
- 3. The position held by an employee who is granted a General Leave of Absence may be filled by a substitute, a temporary employee, a temporary transfer, or a temporary promotion. If the employee returns to work within one-hundred eighty (180) calendar days from their last day worked, they will return to the position held on their last day worked. If the employee's leave extends beyond one-hundred eighty (180) calendar days from their last day worked, their original position is not guaranteed and they could be returned to work in another position for which they are qualified. Refusal to accept such assignment will be considered as a voluntary resignation. The employee will notify the Personnel Office no less than thirty (30) calendar days prior to their intended return to work date.
- 4. All wages and benefits will be discontinued for the duration of a General Leave of Absence except for a Medical Disability Leave. The employee may make arrangements to pay health insurance premiums as provided for in the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

LEAVES OF ABSENCE – Cont'd.

B. Medical Disability Leave

1. Employees who become disabled and unable to work will be placed on Medical Disability Leave starting with their first working day of absence, provided they substantiate their disability with a physician statement.
2. Pregnant employees must give the Personnel Office no less than sixty (60) calendar days notice prior to their projected confinement date
3. The position held by an employee who is granted a Medical Disability Leave may be filled by a substitute, a temporary employee for up to six (6) months, a transfer, or a temporary promotion. If the employee returns to work within one-hundred eighty (180) calendar days from the last day worked, they will return to the position held on their last day worked. If the employee's leave extends beyond one-hundred eighty (180) calendar days from their last day worked, their original position is not guaranteed and they could be returned to work in another position for which they are qualified. Refusal to accept such assignment will be considered as a voluntary resignation. The employee will notify the Personnel Office no less than thirty (30) calendar days prior to their intended return to work date.
4. Once the disability has been medically substantiated, employees on Medical Disability Leave are required to provide an Attending Physician's statement to the Personnel Office substantiating their continued disability each thirty (30) calendar days following their last day worked.
5. Employees on Medical Disability Leave may utilize their Sick Leave Days for payment beginning with the first day of absence. Board paid health benefits shall continue up to eight (8) weeks following the exhaustion of personal sick leave days while members are on a medical disability leave.
6. Employees returning from a Medical Disability Leave are required to: 1) provide a release from their Attending Physician certifying the ability of the employee to fulfill his/her duties with or without reasonable accommodation; and, 2) undergo a return to work physical examination as directed by the Personnel Office. Employees returning from a General Leave of Absence may be required to undergo a return to work physical examination as directed by the Personnel Office.

C. Bus Drivers returning from any Leave of Absence of less than ninety (90) calendar days will be returned to the route assignment held as of their last day worked. Bus Drivers returning from any Leave of Absence of ninety (90) days or more will be assigned to vacant routes if available. If no vacant routes are available, they will be assigned to the substitute list with no guarantee of hours.

D. Employees on a Leave of Absence under this Article, will not accrue seniority while they are on leave. Upon return to work, their seniority date will be adjusted by deducting the total calendar days from their last day worked to the effective date of their return.

LEAVES OF ABSENCE – Cont’d.

E. Leave of Absence for Union Business

1. An employee elected or appointed to a position affiliated with the Association which removes the employee from employment in the District, will, upon written request from the Association, be granted a Leave of Absence for Union Business for a period of one (1) calendar year or for the term of the position whichever is shorter.
2. All wages and benefits will be discontinued for the duration of a Leave of Absence for Union Business.
3. Employees on a Leave of Absence for Union Business will not accrue seniority while they are on leave. Upon return to work, their seniority date will be adjusted by deducting the total calendar days from their last day worked to the effective date of their return.

F. Failure to provide notice of intent to return to work as provided herein, and/or to return to work as scheduled, will release the School District of any further responsibility for re-employment of the employee and shall act as a conclusive presumption that the employee has resigned.

ARTICLE XI - HOURS OF WORK

A. HOURS OF WORK - ALL EMPLOYEES EXCEPT BUS DRIVERS

1. Shift Definition The first shift is any shift that regularly starts on or after 4:00 A.M. but before 11:30 A.M. The second shift is any shift that regularly starts on or after 11:30 A.M. but before 7:30 P.M. The third shift is any shift that regularly starts on or after 7:30 P.M. but before 4:00 A.M.
2. Overtime It is expected that from time to time employees are required to spend extra time beyond the regular day on their job.
 - a. The employer agrees to pay time and one-half for any time in excess of eight (8) hours per day or forty (40) hours per scheduled work week when approved by the immediate supervisor.
 - b. Time and one-half will be paid for Saturday and holidays not listed below, except when a shift starts on Friday and continues into Saturday or starts on a regular work shift and continues into a holiday.
 - c. Double time will be paid to all regular full time twelve (12) month employees on a Sunday or holiday stated below if an employee is called in after having completed his/her regular scheduled forty (40) hour work week when approved by the immediate supervisor.
 - d. Food Service Employees will be paid time-and-one half for any hours worked for a special function on Saturday, Sunday, or a designated Holiday provided that they have worked all scheduled hours during the current week.

HOURS OF WORK – Cont'd

- e. Employees who work the below stated holidays will be compensated at double time plus holiday pay at the regular rate.

New Year's Eve	Thanksgiving Day
New Year's Day	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
July 4th	Christmas Day
Labor Day	Good Friday

- f. Overtime will not be pyramided.
- g. If an employee is absent from their work assignment on the last scheduled regular work day of the week, he/she will not be eligible for overtime occurring over the weekend.

3. Equalization of Overtime Hours

- a. Overtime hours shall be divided as equally as possible among seniority employees in the same classification in their building or work department. An up-to-date list showing overtime hours for all seniority employees will be posted periodically in each building or work area.
- b. It is understood that overtime hour assignments for employees may be unequal from time to time.
- c. The employer will endeavor to continue to provide the opportunity for employees in the mechanics, grounds, and maintenance classifications to share in the overtime assignments. However, due to the complexity of job assignments, skills needed, equipment available, etc., the overtime hours in these classifications will not always be equalized but the employer will endeavor to equalize whenever possible.
- d. Employees who change classification will be charged with the highest number of overtime hours that exists in their new classification on the day he/she is placed in said classification.
- e. Newly hired, rehired or transferred employees who successfully complete their probationary/trial period will be charged with overtime as indicated in Section (3) (d) above.
- f. Employees in other classifications and/or buildings may be called if there are no available employees in affected classification/building.
- g. For purpose of this section, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime hours of the employee(s) working during that overtime assignment.

HOURS OF WORK – Cont'd.

- h. Overtime hours will be computed and maintained from July 1 through June 30 of each fiscal year. On or about July 1 of each fiscal year, a new up-dated overtime list will be posted.
 - i. It is expected employees will accept overtime assignments. Any custodian/cafeteria employee who refuses overtime on two (2) occasions will not be asked on the third occasion. He/she will be charged the overtime in each case. This procedure shall be repeated throughout the fiscal year. When no custodian/cafeteria employee in a particular building accepts an overtime assignment, that assignment will be filled at the discretion of the administration.
 - j. The Cafeteria Department will have an extra hours list posted in each building, using the same rules as the overtime list.
4. Relief Period Employees shall be allowed one fifteen (15) minute break for every four (4) hours of continuous employment. Relief periods shall be taken at a time that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in a lengthening of a lunch period or a shortening of the work day, unless specifically arranged with the immediate supervisor to cover unusual occasions.
5. The regular lunch period shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular building and/or department.
6. Call-in Pay An employee reporting for emergency Call-in duty shall be granted two (2) hours pay.

B. Hours - Bus Drivers

- 1. Bus Drivers are required to undergo a physical examination prior to July 31 each year. Those who satisfactorily complete such examination and who meet other necessary requirements, will be eligible to bid on regular routes.
- 2. The Board will endeavor to schedule the first bid cycle for regular routes during the two (2) week period immediately preceding the first day of school each year.
- 3. First Bid Cycle - Regular Routes Drivers will select based upon seniority and ability from the regular routes as posted for A.M., noon/Kindergarten, and P.M. routes. The Transportation Department will establish a replacement list of seniority drivers for runs between regular A.M. and P.M. (noon/Kindergarten) runs. In the event a regular driver is off his/her noon run, a second elementary run, a special education run, and/or a parochial run, for more than three (3) consecutive days, that run will be assigned to the most senior driver available.

HOURS OF WORK – Cont’d.

4. Regular Route Adjustment Period
 - a. During the period commencing with the first day of school and ending with the Official Fall Student Count Day, regular routes will be adjusted as required by the Transportation Department. Such adjustments will give full consideration to the best interests of our students and the orderly and efficient operation of the Transportation Department. There will be no driver reassignments during this period.
 - b. Upon reduction of daily bid time, the affected driver will be utilized first in place of non-bargaining unit employees or permanent employees who substitute on noon runs. It will be the employee’s responsibility to notify the dispatcher of their availability on the appropriate form no later than the end of the work day before the loss of daily bid time.
5. Second Bid Cycle - Regular Routes During the week following the official Fall Student Count Day, all regular routes will be re-posted. Drivers will select based upon seniority and ability from the routes as posted for A.M., noon/Kindergarten, and P.M. routes. The Transportation Department will establish a replacement list of seniority drivers for runs between regular A.M. and P.M. (noon/Kindergarten) runs. In the event a regular driver is off his/her noon run, a second elementary run, a special education run and/or a parochial run, for more than three (3) consecutive days, that run will be assigned to the most senior driver available.
6. If a new Kindergarten run becomes available, it will be posted for three (3) working days. All drivers may bid, including those who currently have Kindergarten runs. Such a bid would be exempt from Article XI, Section (B) (8).
7. Following the Second Bid Cycle, if a regular route becomes vacant as identified in Article IX (A), it will be posted within five (5) working days, shall remain posted for three (3) working days and will be filled no later than seven (7) working days after the posting closes. Drivers may bid based upon seniority and ability. Drivers will be permitted two (2) such changes during the period between the Second Bid Cycle and the end of the School Year. If a route becomes vacant within 30 calendar days of the last date of school it will not be posted.
8. Employees will not be assigned to cover scheduled runs for absent employees if such assignment would extend their work day beyond eight (8.0) hours.
9. Adjusted Routes
 - a. When it is necessary to adjust a regular route after the Second Bid Cycle and the adjustment adds or subtracts 2/10th of an hour or less, the assigned driver will remain in place and there will be no change in driver assignments.
 - b. If the adjustment adds 3/10th of an hour or more, the route will be considered vacant and will be posted. If the driver on the adjusted route is displaced, they may follow normal bumping procedures.

HOURS OF WORK – Cont'd.

- c. If the adjustment subtracts 3/10th of an hour or more, the assigned driver has the option of keeping the route or bumping a Driver with less seniority in which case the adjusted route will be considered vacant and will be posted.
- d. Any route that increases over 2/10ths of an hour within thirty (30) calendar days of the last day of school will not be posted.

10. Extra Runs

- a. Extra Runs are defined as those runs other than Regular Runs that require regular routes and schedules for a special activity over a period of time in excess of five (5) working days.
- b. Such runs will be assigned to the most senior driver who has the available time outside their regular route and who requests such assignment provided the Extra Run does not extend their work day beyond eight (8.0) hours. It is understood there will be no pyramiding of work hours for compensation purposes.

11. Field Trips

- a. A field trip is a trip to cover extra curricular activities and functions requiring transportation that requires the bus to stay with the group.
- b. Field trips will be posted at 6:30 a.m. two work days in advance of the field trip with the exception of emergencies or unanticipated runs as a general rule.
- c. Field Trip drivers will be assigned on a seniority rotation basis as indicated in section (f) below.
- d. Drivers will indicate their choice of trip by number by 1:00 p.m. of that day.
- e. Trip assignments will be made daily at 2:15 p.m. of that day and posted on the posting Board.
- f. Saturday, Sunday, and Monday trips will be posted on Friday and awarded as set forth in Items (c), (d) and (e) above. There will be three (3) field trip lists based on a system of continuous rotation which will end on the last day in July and begin again with the most senior bargaining unit member on the first day in August each year. One list will be for Monday through Friday; one for Saturday and one for Sunday and Holiday pursuant to State regulations.
- g. Deviations from the Field Trip bid cycle may be necessary for reasons such as holidays, inclement weather, or other unforeseen circumstances. In such cases, adjusted schedules will be communicated as soon as possible.

HOURS OF WORK – Cont'd.

- h. For a driver to refuse a scheduled field trip, notification must be received in the transportation office no later than 5:45 a.m. on the day of the scheduled trip. Refusal after 5:45 a.m. disqualifies that driver from his/her next field trip turn. After a driver has refused a field trip assignment three (3) times, they will be removed from the rotation list for the remainder of the school year. However, in no way will calling in sick be considered as a refusal of a field trip. When a driver refuses a scheduled field trip in a timely fashion or an additional field trip request is received for that day, the first driver in rotation for the current day's posting will have the option of taking the trip without being charged. If the first driver chooses not to take such trip, it will be offered in rotation to the next drivers on the list until filled.
- i. If a Field Trip is cancelled after it has been assigned, the assigned driver will be placed at the top of the next days' bid cycle when possible. If a field trip is cancelled and the assigned driver has begun the field trip, the driver will be paid 2.0 hours and will be placed at the top of the next day's bid cycle when possible.
- j. Driver's will be eligible for Summer Field Trips on a seniority rotation basis as indicated in section (f) above. The Transportation Department will notify eligible drivers by telephone each Tuesday between 8:00 a.m. and 12:00 noon of the available trips for the following week. Drivers will be allowed to make a choice. Drivers not available during the telephone contact time will be listed as a refusal. An advance list of available trips will be posted in the Transportation Department one week prior to the bid cycle. Drivers may review that list and indicate their preference.
- k. If you are awarded a toss up and it is later cancelled you will return to your place in the normal rotation.

12. Special Assignments

- a. Special assignments will be defined as drop off only pick up only, parking attendants and transportation of band equipment etc. All weekend assignments will be a minimum of two (2) hours.
 - b. All drivers will be eligible for special assignments using the same criteria as specified for field trips in Article XI - Section (B) (11).
 - c. Special assignments will be posted in the same manner in which field trips are posted. If a driver is not available, that driver will be bypassed. There will be no "holds".
13. The Employer shall provide each Bus Driver a "Notice of Intent" form before the end of the school year on which the driver will indicate whether he/she will be returning to work for the coming school year. The completed "Notice of Intent" shall be returned to the Employer on or before the date indicated on the form. Failure to return the form as required will be deemed a resignation by the employee and will be recorded as a "resignation without proper notice" in the employee's personnel file. A copy may be retained by the employee.