



## **AGREEMENT**

**BETWEEN**

**L'ANSE CREUSE BOARD OF EDUCATION**

**AND**

**TRANSPORTATION EMPLOYEES**

**Technical, Professional and Officeworkers Association of Michigan  
(TPOAM)**

**September 1, 2016 – August 31, 2019**

L'Anse Creuse Public Schools  
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**AGREEMENT BETWEEN L'ANSE CREUSE BOARD OF EDUCATION  
AND TPOAM, 2016 – 2019**

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## AGREEMENT

This Agreement is entered into on this the 31st day of August, 2016, between the L'Anse Creuse Public Schools Board of Education (hereinafter referred to as the "Employer") and The Technical, Professional and Officeworkers Association of Michigan (TPOAM) (hereinafter referred to as the "Unit/Union". The Superintendent of Schools, as the executive officer employed by the Board, is by Michigan Law, charged with the responsibility of supervision and direction of the work of the staff and assisting the Board in all matters pertaining to the welfare of the school district. Whenever the term "Superintendent" is used in this Agreement, it shall mean the person holding that title or any person on the administrative team to whom he/she may beforehand delegate the responsibility referred to in this Agreement. Any reference to an administrator in this Agreement shall mean the person holding that administrative position or any person on the administrative team to whom he/she may delegate the responsibility referred to in this Agreement.

Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

**PURPOSE AND INTENT:** The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, Employees, and the Unit.

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 Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

**ARTICLE 1 - RECOGNITION**

- 1.01 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 Union 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 unit described below.
- 1.01.01 All permanent hourly transportation Employees, excluding bus aides.
- 1.01.02 All regular scheduled Employees (9 months or more) shall be deemed regular Employees for the purpose of recognition only.

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**ARTICLE 2 - AID TO OTHER UNIONS**

- 2.01 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purposes of undermining the unit.

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**ARTICLE 3 – UNION MEMBERSHIP**

REQUIREMENTS OF UNION MEMBERSHIP: To the extent that the laws of the State of Michigan permit, it is agreed that:

- 3.01 Any Employee, during the length of this contract, who is not a unit member shall after ninety (90) calendar days probationary period become a member of the unit.
- 3.02 The Unit will protect and save harmless the Employer for any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article of this Agreement.

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**ARTICLE 4 - MANAGEMENT RIGHTS**

AUTHORITY OF BOARD - It is mutually agreed that there is reserved exclusively to the Board all responsibilities, powers, rights, and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States excepting such matters or things as may be limited by the provisions of this Agreement. It is understood and agreed that the Board may continue to make and enforce any and all reasonable rules and regulations and policies relative to anything whatever necessary for the proper establishment, maintenance, management, and carrying on of the public schools of the district as provided in Section 614 of the Michigan School Code of 1955, as

amended. The rights of the Board shall include, by way of illustration and not by way of limitation, the right to:

- 4.01 Manage and control its business, its equipment and its operation, and to direct the working forces and affairs of the L'Anse Creuse Public Schools School District.
- 4.02 Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing and the right to establish, modify or change any work or business or school hours or days but not in conflict with the provisions of this Agreement.
- 4.03 The right to direct the working forces, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or duties to Employees, determine the size of the work force and to lay off Employees, but not in conflict with the provisions of this Agreement.
- 4.04 Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
- 4.05 Adopt reasonable rules and regulations but none in conflict with the provisions of this Agreement.
- 4.06 Determine the qualifications of Employees.
- 4.07 Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- 4.08 Determine the placement of operations, service, maintenance or assignment of work, and the source of materials and supplies.
- 4.09 Determine the financial policies, including all accounting procedures.
- 4.10 Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from Employees as provided for in this Agreement.
- 4.11 Determine the policy affecting the selection and training of Employees but not in conflict with the provisions of the Agreement.
- 4.12 Should the State appoint an emergency financial manager to the district, this agreement is subject to his/her interpretations, revisions, and/or other actions within the realms of his/her

authority. If this law is rescinded or overturned, this section will be removed from the contract.

The above are not to be interpreted as abridging or conflicting with any provisions in this Agreement.

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## **ARTICLE 5 - REPRESENTATION**

5.01 The number of representation areas in the union school district will be one (1):

1. Transportation

The number may be increased by agreement between the Employer and the unit. The Employer and the Union may create new areas within the unit from time-to-time by agreement.

5.01.01 It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

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## **ARTICLE 6 – UNION REPRESENTATIVES**

6.01 The Unit will, after the election or appointment of Officers, prepare a listing of all Officers and Stewards and furnish the listing to the Employer.

6.02 The Steward(s) will be a regular Employee and work in a position/shift that he/she represents. All Stewards will be regular Employees and work in the Unit.

6.03 The Vice-President/Chief Steward and/or one (1) Steward for each area may upon necessity use one (1) hour per week without loss of pay to process grievances and there will be one (1) Steward per grievance. The Vice-President/Chief Steward and/or Steward must notify his/her immediate supervisor that he/she will be absent on this business before leaving his/her post.

6.04 During working periods in which the elected Steward(s) or Vice-President/Chief Steward are not working, the President of the Union will designate an Employee working as Temporary Steward for that period of time.

6.05 Any Union Representative or member who is involved in any hearing between the Union and the L'Anse Creuse Board of Education, to include hearings with the American Arbitration Association, the Michigan Employment Relations Commission, and the administrative body of the Public Employees Relations Act, will not incur any loss of pay or benefits for the time that is involved in going to such hearings, participating in the hearing, and returning to his/her work location.

6.05.01 The Members of the Unit shall not lose time or pay or be charged on extra time sheet for time spent in meetings scheduled by the Employer.

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**ARTICLE 7 - SPECIAL CONFERENCES**

7.01 Special Conferences for important matters will be arranged between the President and the Employer's designated representative upon the request of either party. Such meetings shall be between two (2) representatives of the Employer and two (2) representatives of the Unit except that by prior mutual consent of the parties, either party may have additional representatives present and the number will be determined by mutual consent.

7.01.01 Arrangements for such Special Conferences shall be made in advance, when possible and an agenda of the matters to be taken up at the meeting shall be presented at the time of the conference. Matters taken up in Special Conference shall be confined to those included in the agenda. The members of the Unit shall not lose time or pay or be charged on extra time sheet for time spent in such Special Conferences. This meeting may be attended by a representative of the Union.

7.01.02 Recognizing that our first priority is to service the students of L'Anse Creuse Public Schools, when possible, meetings will be scheduled during hours in which Employees are not on district time.

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**ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 Definition: A grievance is defined to be any difference that may arise between the parties to:

8.01.01 Any matter relative to rate of pay, wages, hours of employment, and other conditions of employment concerning health, safety, and general welfare as set forth in this Agreement.

8.01.02 Any matter involving an alleged violation of any of the provisions of this Agreement.

8.02 An individual Employee will have the right at any time to present his/her grievance to the school district and to have the grievance fully adjusted without the intervention of the Unit or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement. At the time of the initiation of such a personally presented grievance, the Employer will notify the Union President, that same day that such proceedings have begun. At the time of any adjustment of the grievance, the Union President or his/her designee will be given the opportunity to be present. No adjustment will be made at unusual times or in such a manner to deny the Union President or his/her designee the opportunity to be present. In those instances where an adjustment is reached without the presence of the Union President or his/her designee, the circumstances surrounding the grievance and the adjustment will be submitted to the Union President in writing within five (5) working days of the final adjustment.

8.03 If more than one (1) Employee has a similar complaint, within the definition of a grievance as outlined above, which has been discussed at Step 1, and it is mutually agreed by both parties to this Agreement to be of a single common nature, the grievance will be deemed a Class Action Grievance and the Union President or his/her designee may file this Class Action Grievance at Step 2 in lieu of individual grievances.

8.04 **Step 1**

8.04.01 Within ten (10) working days of knowledge by the Employee of an alleged violation, the Employee and/or Steward shall discuss the problem with the Employee's immediate supervisor per the grievance Chain of Command, Appendix "C". A meeting will be convened by the Supervisor of the classification in attendance will be all parties referenced in the Chain of Command for Step 1. Written evidence of this meeting, signed by all parties, shall be attached to the grievance if proceeding to the next step.

8.05 **Step 2**

8.05.01 If the Union is not satisfied with the disposition of the grievance at Step 1, or if no disposition has been made within ten (10) working days of its initiation with the supervisor of original contact at Step 1, the Union President/Vice President (Chief Steward) may appeal the decision of Management within ten (10) working days from the disposition or lack of disposition in Step 1. The appeal by the Union President/Vice President (Chief Steward) shall be written to the Human Resource Department. The appeal by the Union President/Vice President (Chief Steward) shall be written.

8.05.02 Human Resources shall grant a hearing of the grievance within ten (10) working days of receipt of the appeal at this step. Within ten (10) working days of the hearing, Human Resources shall be responsible to see that a written disposition of the grievance is tendered to the Union President.

8.05.03 If the grievance is in substance similar to earlier grievances as agreed to by the Union President/Vice President (Chief Steward) and the Human Resources Representative, where a written disposition had been tendered following a hearing, a hearing shall not be required. However, a written response within ten (10) working days of receipt of the appeal will be required.

8.06 **Step 3**

8.06.01 If the Union is not satisfied with the disposition of the grievance by the Human Resource representative, or if no disposition has been made within ten (10) working days of such hearing, the grievance will be appealed within twenty (20) working days to arbitration. Such appeal will be in writing and will be delivered to the American Arbitration Association and to the Human Resource Department within forty-five (45) days. If not so delivered, the grievance will be considered abandoned.



- 8.06.01.01 The arbitrator shall be chosen within ten (10) working days from the date of filing from a list of arbitrators furnished by the American Arbitration Association.
- 8.06.01.02 The selected arbitrator will confer with the parties and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the close of the hearings. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issue submitted.

**THE ARBITRATOR SHALL BE LIMITED IN HIS/HER POWERS AS FOLLOWS:**

- 8.06.02 The arbitrator shall have no power to alter, modify, disregard, add to or subtract from the provisions of this Agreement.
- 8.06.03 The arbitrator shall have no power to establish new salary schedules or change any salary or supplemental pay provided for in this Agreement.
- 8.06.04 The arbitrator shall have no power to change practices, policy, or rules of the Board unless they are in violation of the terms of this Agreement or reasonable working rules, working conditions, or safety.
- 8.06.05 The arbitrator shall have no power to decide any question arising out of the exercise of rights set forth in the Management Rights Clause, Article 4.
- 8.06.06 Claims for Back Wages - In the case of a pay shortage of which the Employee could not have been aware before the pay was available to the Employee, any adjustment shall be retroactive only to the beginning of the pay period covered by such pay, if the Employee files a written grievance within fifteen (15) working days after receipt of such pay.
  - 8.06.06.01 All claims for back wages resulting from an illegal layoff or discharge shall be limited to the amount of wages that the Employee would otherwise have earned less unemployment compensation or other compensation earned through a position acquired after layoff or discharge.
  - 8.06.06.02 Back wages shall be paid only to the aggrieved Employee signing the grievance or in the case of a class action grievance, those named as aggrieved in the grievance.
- 8.06.07 Neither party shall have the right to appeal from a decision of the arbitrator unless he/she exceeds his/her authority in his/her decisions as set forth above in 8.07.02, 8.07.03, 8.07.04, 8.07.05 and 8.07.06.

8.07 **Time of appeals of grievances:**

- 8.07.01 It is in the best interests of both the Union and the Employer that all actions taken on a grievance be done in a speedy manner. The time limits that have been established are maximums. If at all possible, the filing of grievances and their disposition should be as quickly as is possible.

- 8.07.01.01 If in the event that more time is needed to prepare a grievance or its disposition, an extension of the established time limits may be granted by mutual consent.
- 8.07.02 Any grievance not appealed from an answer or lack of an answer at any step of the grievance procedure, within the time limits set forth at that step after such answer, shall be considered settled on the basis of the last answer and not subject to further review.
- 8.07.03 A grievance may be withdrawn, with or without prejudice, and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liabilities shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice only after the parties mutually agree that the issues are similar and the one issue left pending controls the other issues. In such event the withdrawal without prejudice will not affect financial liability.
- 8.08 **Withdrawal of cases:**
- 8.08.01 After a case has been referred to Step 3 of the grievance procedure, the case may not be withdrawn by either party except by mutual consent.
- 8.08.02 To eliminate misinterpretation all parties involved (Union and Management) shall meet to discuss the arbitrator's award upon written request of either party. It is understood that representation at said meetings shall be limited to no more than three (3) members from the Union and three (3) members from the School District.

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**ARTICLE 9 - DISCIPLINARY ACTION, SUSPENSION, AND DISCHARGE**

- 9.01 Disciplinary Action will be understood as meaning oral or written reprimand, Suspension (meaning loss of pay and/or time on the job), and Discharge (meaning involuntary termination of an Employee by the Board of Education).
- 9.01.01 An Employee shall, upon request, be allowed to have representation during any disciplinary meeting/hearing.
- 9.02 In the first offense of a minor nature, the usual action will be an oral reprimand. Should the problem continue, a written reprimand will be issued. Further offenses may result in suspension and ultimately discharge. The initial action of the Employer may be suspension or discharge if in the opinion of the Employer, the nature of the infraction merits such action.
- 9.03 Disciplinary action for just cause may be imposed upon an Employee. Any disciplinary action imposed on an Employee who is felt to be unjust may be processed as a grievance.
- 9.04 Reports of disciplinary action and suspension will remain in the individual's personnel file, located in Human Resources, for three (3) years from the date of the action and will not be

utilized in future disciplinary action after three (3) years. Discipline infractions may be removed from the personnel file at the Employee's request after three (3) years; but may be used again to determine appropriate discipline if a similar infraction occurs at a later date.

- 9.05 All reprimands will be handled in a manner that will not embarrass an Employee before other Employees, students, or the public.
- 9.06 For just cause, a representative of the Board of Education may suspend an Employee with or without pay. The Employee will be notified in writing if such action is taken. It is the Employees responsibility to inform the union of any such communication from the Administration.
- 9.07 For just cause, only the Board of Education may discharge an Employee. The Employee, the appropriate Steward, and the Union President will be notified in writing if such action is taken.
- 9.08 The Employee and the Union will have the right to appeal the suspension, demotion, or discharge as a grievance at Step 3 of the grievance procedure.
- 9.09 An Employee who is found to be unjustly suspended or discharged will be reinstated with full compensation for all time lost and with full restoration of all rights and conditions of employment including all benefits, less any compensation received for employment elsewhere from the time of discharge to the time of reinstatement with the L'Anse Creuse Public School District.
- 9.10 Examples of items considered as just cause for disciplinary action, suspension, or discharge will be posted in all work locations. The list is intended as examples only and items other than those listed may be considered as just cause for action. It is understood that the Employer may from time-to-time post additional examples after advising the unit in a Special Conference.

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## **ARTICLE 10 - SENIORITY - PROBATIONARY EMPLOYEES**

- 10.01 New Employees hired in the unit shall be considered as probationary Employees for the first ninety (90) calendar days, excluding holidays, holiday breaks and summer breaks of their employment.
- 10.01.01 For the purpose of interpreting the probationary period under this Agreement, ninety (90) calendar days in all departments affected by summer dismissal shall resume their accumulation at the beginning of the new school year. A probationary Employee has no union rights when disciplined or discharged for lack of ability. There shall be no seniority among Probationary Employees. Upon satisfactory completion of the probationary period, the Employee's seniority will be computed from the first day of employment in an Unit position (this does not include time as a substitute).

- 10.02 The probationary time for an Employee begins on the date of hire in the unit.
- 10.03 Any Employee who, in the opinion of the Administration, does not satisfactorily complete his/her probationary period in the classification to which he/she has been promoted will be returned to the classification and salary from which he/she had been promoted and his/her seniority shall not be affected.
- 10.04 An Employee who is promoted during his/her probationary period shall be considered to have satisfactorily completed his/her probationary period in the classification from which he/she had been promoted.

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**ARTICLE 11 - SENIORITY**

- 11.01 District seniority will begin with the original date of employment within the bargaining unit of the school district.
- 11.02 The seniority list of the date of this Agreement will show the names and job titles of all Employees of the Unit entitled to seniority.
- 11.03 The Unit will furnish an up-to-date seniority list twice each year (November and May). The list will reflect both the Employee's original date of hire (in the district) and his/her classification and seniority date in the unit.  
  
The Employer and the Union will work together, to produce the seniority list. The Union will maintain the official list, when this joint task is complete.
- 11.04 A copy of the data (name, date of hire, classification, salary, shift if applicable, and job location) for newly hired, transferred, promoted, discharged, or resigned personnel which is prepared on a monthly basis will be sent electronically to the Secretary or Treasurer.
- 11.05 If more than one (1) Employee commences work on the same date in a given work area, seniority will be determined by the last four (4) digits of the Employee's Social Security Number (SSN). The Employee with the lower number will be the senior Employee.
- 11.06 When an Employee is on leave of absence as provided in Article 20 and Article 25, seniority shall accrue for one (1) year; then it shall be frozen at that point with no accumulation for further extension of such leave.
- 11.07 Employees off due to an injury or illness that is compensable under the Workers' Compensation Act will continue to accrue seniority. Employees sustaining injuries compensable under the Workers' Compensation Act shall receive insurance benefits for a maximum of one (1) year following the date of injury, if no Long-Term Disability (LTD) or Disability Retirement Application is filed.

11.08 Employees off on LTD will accrue seniority for one (1) year while on LTD. At the end of one (1) year off, the Employee's seniority will be frozen. Employees on LTD will remain on the seniority list, with an annotation that they are off on LTD, until such time as they are no longer eligible for LTD.

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**ARTICLE 12 - LOSS OF SENIORITY**

12.01 An Employee shall lose seniority for the following reasons only:

12.01.01 He/she quits.

12.01.02 He/she is discharged and the discharge is not reversed through the grievance procedure.

12.01.03 He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer will send written notification to the Employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition of any such case is not satisfactory, the matter will be referred to the grievance procedure beginning at Step 3. It will be the duty of the Employee to furnish the Employer with his/her correct address at all times.

12.01.04 If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.

12.01.05 Failure to return from Paid Time Off (PTO), leaves of absence, Long-Term Disability, or layoff will be treated the same as 12.01.03 above.

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**ARTICLE 13 - SUPPLEMENTAL AGREEMENTS**

13.01 All Supplemental Agreements and Letters of Understanding will be subject to the approval of Union and the Board of Education. Said Supplemental Agreements must be approved by both parties.

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**ARTICLE 14 - DISPLACEMENT, LAYOFF, AND RECALL PROCEDURE**

14.01 A "Displaced Employee" under this Article only is an Employee whose current position has been eliminated or reduced during a layoff and who has sufficient area/job classification seniority to maintain employment within the unit.

14.02 A "Laid-Off Employee" is an Employee who does not have sufficient district seniority to maintain employment within the unit at the time that there is a layoff.

- 14.03 A "Layoff" means a reduction in the working force.
- 14.04 If it becomes necessary for a layoff, the following procedure will be mandatory:
  - 14.04.01 All temporary seasonal Employees will be laid off on a district-wide basis.
  - 14.04.02 All students who are performing functions that qualify as bargaining unit work will be laid off on a district-wide basis.
  - 14.04.03 All probationary Employees will be laid off on a district-wide basis.
  - 14.04.04 Seniority Employees will be laid off according to seniority as defined in Article 11, Seniority, and Section 11.02.
  - 14.04.05 In proper cases exceptions may be made. Disposition of these cases will be proper matter for Step 3 of the grievance procedure.
- 14.05 The layoff of bargaining unit Employees shall be done with the least district senior Employees in the affected positions being laid off first.
  - 14.05.01 Should the layoff of bargaining unit Employees involve members of the:
 

During the course of the school year, those Employees remaining within the area will re-select their runs and hours by seniority, beginning with the most senior Employee affected by the layoff and or realignment of runs in accordance with the current run selection process.

These new job assignments will become effective as soon as possible within five (5) working days after the re-selection process takes place and will remain in effect until the next contractually scheduled job selection / run selection process takes place.
- 14.06 **Layoff**
  - 14.06.01 Re: Elimination of position: This article is only applicable to those Employees whose positions have been eliminated or have been displaced as a result of the elimination of positions. The aforementioned Employees shall be allowed to select any open position by seniority for which he/she has previous seniority. If there is no open position, the displaced Employee shall bump the least senior Employee with the same shift (time of day or split position) not resulting in a promotion.
  - 14.06.02 A laid off Employee who has seniority within another Occupational Group where they possess the required credentials will be allowed to bump the least senior Employee, with the same or less hours, within the Occupational Group they previously held.
  - 14.06.03 A laid off Employee will be allowed to bump the least senior Employee in an equal or lower classification, with same or less hours, that does not require special training or certification as long as it does not result in a promotion.

- 14.06.04 A laid off Employee who cannot bump under the above conditions, will be allowed to bump the least senior Employee with lower hours and where no required certifications are necessary.
- 14.06.05 Such Employees that select a position in a classification that they have never held previously, shall be considered to be in an evaluative performance period for the first ninety (90) calendar days of their new assignment. Special supervision/direction will be provided upon the Employee's reasonable requests during this evaluative period. During the evaluative period, the Employee will be evaluated, in writing, using the district evaluation form, on the thirtieth (30<sup>th</sup>) and sixtieth (60<sup>th</sup>) day.
- 14.06.06 Such Employees who do not meet evaluative standards as documented during the evaluative period shall be terminated or may be granted layoff. Should the Employee disagree with the action taken, the matter may become a proper subject for the grievance procedure beginning at Step 3.
- 14.06.07 Such Employees after completing the ninety (90) calendar days will have full district seniority in that new classification only for the purpose of layoff. For all other purposes, classification seniority will be controlling.
- 14.07 Employees to be laid off for indefinite periods of time will have at least ten (10) calendar days' notice of layoff. The President and the Recording Secretary will receive a list from the Employer of the Employees being laid off on the same day the notices are issued to the Employees.
- 14.08 Laid-off Employees will be recalled in inverse order of layoff (last laid off will be first called back) to the first position available in the classification from which they were laid off. If this position is considered a promotional position, it must first be posted and filled in accordance with Articles 15, and 16, and the recalled Employee will be recalled to the last position available. Notice of recall will be sent to the Employee at his/her last known address by certified mail. If an Employee fails to report to work within ten (10) calendar days from the date of mailing of the notice of recall, he/she will be considered a quit. Extension may be granted by the Employer in proper cases.
- 14.10 Non-acceptance of a temporary position three months (3) or longer in duration from which an Employee was laid off will result in the Employee being removed from the recall list.
- 14.11 An Employee on a leave of any kind is subject to the displacement, layoff, and recall procedure.
- 14.12 When an Employee is in a layoff status, his/her seniority will accrue for one (1) year, and then their seniority will be frozen until such time as they are recalled to work.
- 14.12.01 An Employee in a layoff status will remain on the layoff list for a period of three (3) years.

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## **ARTICLE 15 – ATTENDANCE**

- 15.01 Drivers will earn a .50 cent per hour bonus for perfect attendance during each two week pay period. Perfect attendance will be defined as being on time and not missing any runs/routes during the two week pay period. As long as the normally assigned run/route is completed, a late punch will not affect the ability to qualify for absentee bonus.
- Bonus payments will be non-reportable income and included in the pay the bonus was earned.
    - Example: Bonus earned during the pay period of 11/12/17 to 11/25/17 would be included in the next pay of December 8, 2017.
  - Requests for separate checks will not be granted.
  - The bonus will be effective the start of the pay period following board approval of the tentative contract.
- 15.01.01 Time missed due to holidays, bereavement or jury duty will not cause a driver to forfeit this bonus, but the bonus will only be applied to hours worked.

Example: Time missed due to use of PTO will cause a driver to forfeit this bonus.

## **ARTICLE 16 - VACANCIES**

Definition: A vacancy will be considered to exist if a current Employee resigns, retires, is terminated, is transferred, is promoted unless said position is eliminated, or if a new position is created or reinstated. Any posted position will be considered a vacancy.

- 16.01 In the event that a vacancy exists within the unit and the Employer determines to fill the vacancy, Employees within the unit will be given the opportunity to bid for the position through the posting procedure. All vacancies shall be posted within five (5) working days.
- 16.02 Copies of each posting are available on the district website. Transportation vacancies will be posted initially in the transportation department for current drivers. If no current driver bids on the run, it will then be posted on the district website. The posting will remain posted for a minimum period of five (5) working days prior to filling such vacancy.
- 16.03 Vacancy postings will include the type of position, location of work, shift, and will set forth the minimum requirements and duties for the position.
- 16.04 As a practice the filling of a vacancy shall be done within five (5) working days however, may take up to fifteen (15) working days of the closing of the posting for the position except in those instances where, due to a lack of qualified applicants, the Administration determines to not fill the position. It is further acknowledged that the fifteen (15) day time limit, above specified, will be reasonably extended to provide necessary time to enable the Board of Education to meet in session to approve the filling of newly created positions. Persons on leave can put in for a posting as long as they can fill the position within twenty (20) working



days or less from the expiration of the posting. Employees on Workers Compensation leave are eligible for all postings.

- 16.04.01 Should more than one (1) present Employee from within the same classification bid on a vacancy the more senior Employee shall be granted the position provided the Employee is not currently on any type of corrective action plan.
- 16.04.02 When an Employee has applied for a different position, the Employee selected shall commence work no sooner than twenty-four (24) hours following notification.
- 16.05 When a new job is placed in the Unit and cannot be properly placed in an existing classification, Superintendent/designee will establish a classification and rate structure to apply. In the event the Unit does not agree that the classification and rate are proper, the Board agrees that up to three (3) representatives assigned by the Superintendent/designee from Administration will meet with up to three (3) representatives of the Union to discuss such classifications and rates.
- 16.06 Employees interested in a posted vacancy will apply for the vacancy using the established district procedure.
- 16.07 Transportation Drivers returning from a Workers' Compensation injury will return to their run if returning during the same school year. If the Transportation Driver returns during a different school year, they will return according to seniority.
- 16.07.01 Runs vacated by drivers on Workers' Compensation will be filled utilizing stabilization language in Article 32.29.02.
- 16.08 Employees off ninety (90) consecutive calendar days due to personal illness or on LTD shall have the right to bump the least senior classification/group Employee in their area, if no open position exists.
- 16.09 Posted vacancies created by a Workers' Compensation injury will be clearly marked "Workers' Compensation Injury Position".

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## **ARTICLE 17 - VETERAN'S BENEFITS**

- 17.01 Any Employee who enters into active service in the armed forces of the United States, upon the termination of such service after one (1) tour of duty, shall be offered reemployment in his/her previous position or a position of like seniority, status, and pay; unless circumstances have so changed as to make it impossible or unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) calendar days of the date of such discharge of ninety (90) calendar days after service connected hospitalization continuing after discharge for not more than two (2) years.

- 17.02 Except as hereinafter provided the reemployment rights of Employees and probationary Employees will be limited by applicable laws and regulations.
- 17.03 Employees who are reinstated in accordance with the Universal Military Training Act as amended and other applicable laws and regulations will be granted upon written application, leaves of absence for a period of one (1) year, renewable for a period equal to the educational benefit offered by such acts and laws in effect on the date of this Agreement.
- 17.04 Employees who are in a branch of the armed forces, reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Board of Education when they are on full-time active duty in the Reserve or National Guard provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit.

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**ARTICLE 18 - LEAVES OF ABSENCE WITHOUT PAY**

- 18.01 Upon written request, leaves of absence without pay for reasonable periods of time, not to exceed one (1) year, may be granted at the sole discretion of the Superintendent/designee without loss of seniority, which will accrue for one (1) year for medical reasons, both personal illness and illness within the Employee's immediate family with proper medical documentation from a physician, and for educational purposes that would accrue a mutual benefit to both the Employee and the Employer. Other leaves of absence (such as vacation, etc.) without pay for reasonable periods of time not to exceed one (1) year may be granted, without loss of seniority, for good cause.

Leaves under this Section may be extended for like cause, but in any event; seniority will accrue for only one (1) year.

- 18.01.01 Any Employee absent for ninety (90) or more consecutive calendar days not to exceed one (1) year (with or without pay prior to the leave/request for leave of absence); his/her position will no longer be guaranteed and he/she will bump into the unit according to seniority by displacing the lowest senior person in his/her classification if a vacancy is not currently available in their classification.

Drivers off in excess of ninety (90) consecutive calendar days, without pay, must take an open position. If no position is available, Administration will attempt to return the Employee to a position with like hours.

- 18.01.02 No leave shall be granted for the sole purpose of the Employee taking employment with another Employer outside the District.

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## **ARTICLE 19 - PAID TIME OFF (PTO)**

- 19.01 When a bargaining unit member is absent, the procedure will be as follows:
- Record absence in AESOP.
  - The absent Employee must notify the building administrator or designee of their absence along with the program supervisor if required.
  - The district can require medical documentation after three (3) consecutive days absent.
- 19.02 Should the Employee sever employment, PTO will be prorated in the final paycheck for actual days worked.
- 19.03 To be eligible for PTO; an Employee shall notify his/her immediate supervisor, by means to be determined by the Employer, of the expected absence no less than one (1) hour prior to the commencement of their assigned shift or run. In proper cases, the Employer may make exceptions.
- 19.04 All unused PTO shall be placed at the end of the fiscal year in the Employee's accumulative PTO bank.
- 19.05 PTO leave may be taken in tenths.
- 19.06 PTO may be used for emergency illness in the immediate family when necessary care cannot otherwise be arranged. Such leave shall not extend beyond ten (10) working days to employ suitable care. Extenuating circumstances will be considered.
- 19.07 Employees will lose no time or pay and will not be charged for any required Employer visits or return visits to the Employer's medical clinic or Employee's treating physician.
- 19.08 Unless approved by the direct supervisor, in advance or due to extenuating circumstances, PTO may not be taken immediately before or after a scheduled break, inclusive of a paid holiday.
- 19.09 Employees working a scheduled 20.01 hours or more per week, based upon the Employee's position on the last day of school the year prior and will be loaded in September of each year will earn the following:
- 4.01 hours per day to 5 hours per day – 5 hours per month worked
  - 5.01 hours per day to 6 hours per day – 6 hours per month worked
  - 6.01 hours per day to 7 hours per day – 7 hours per month worked
  - 7.01 hours per day to 8 hours per day – 8 hours per month worked

Non-52 week Employees will earn ten (10) days. Probationary Employees will accumulate PTO allowance during their probationary periods but may not utilize such leave until attaining seniority. An Employee not on probation for the first time in the system may draw on his/her bank. PTO will accumulate at the rate defined in the schedule above.

- 19.10 Employees working a scheduled 20 hours or less per week will earn three (3) hours of PTO per month worked, based upon the Employees position on the last day of school the year prior and will be loaded in September of each year. Probationary Employees will accumulate PTO allowance during their probationary periods but may not utilize such leave until attaining seniority. An Employee not on probation for the first time in the system may draw on his/her bank. PTO will accumulate at a rate of three (3) hours per month during the work period.
- 19.11 All unused PTO shall be placed at the end of the fiscal year in the Employee's accumulated bank. Maximum accumulation shall be ninety (90) days. Any sick days accumulated over ninety days shall be paid to the Employee in July, at the rate of three-fourths (3/4) day per day of such excess accumulation.
- 19.12 In the 2017-2018 & 2018-2019 school years, members with 140 hours of accumulated PTO hours in their bank may elect to turn in up to 70 hours of PTO to the district at twenty percent of the Employee's base hourly rate. Those Employees who elect to do this will receive payment during the last check in November of the following year. These monies are not reportable to the ORS as wages for purposes of retirement.

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**ARTICLE 20 - WORKERS' COMPENSATION**

- 20.01 Any Employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Act will be paid as directed by the Michigan Workers' Compensation Act for the period of time that the Employee is absent.
- 20.02 Income protection under the Michigan Workers' Compensation Act will not commence until the Employee is off duty for seven (7) consecutive calendar days. Up until that time, PTO days will be deducted. If an Employee is off for fourteen (14) consecutive days as the result of the alleged injury or sickness, all deducted sick leave days will be returned to the Employee.
- 20.03 Employees will lose no time or pay and will not be charged any PTO for any required visits or return visits to the Employer's medical clinic or Employee's treating physician. Employees will attempt to visit/schedule follow up clinic/therapy visits before or after work.
- 20.04 In case an Employee, who suffered an on the job injury, is released to return to work in a limited capacity and is not able to assume his/her former position, and the Employer in its sole discretion determines to return the Employee, placement will be made to an assignment for which he/she is qualified consistent with the Employee's limitations. The Employer shall establish the rate of compensation for the position. However, it is expressly understood that an Employee who returns to work in a restricted position shall not suffer a loss of pay when compared to the compensation he/she would have received pursuant to workers' compensation benefits. It is further understood that in the event that there are multiple bargaining unit members off work due to compensable injuries and there are limited

restricted positions available, the Employee(s) who have been off work the longest period of time shall first be offered the position, provided he/she is capable of performing the responsibilities of the position. Furthermore, any Employee currently performing restricted responsibilities shall continue to receive the benefits and/or compensation he/she is currently receiving from the Employer.

20.05 Employees off due to an injury or illness that is compensable under the Workers' Compensation Act will continue to accrue seniority. Employees sustaining injuries compensable under the Workers' Compensation Act shall receive, single coverage health insurance benefits only for a maximum of one (1) year following the date of injury, if no LTD or Disability Retirement Application is filed. Refer to Article 31 – Insurance Protection.

The Process is as follows:

Employees will be placed on Family Medical Leave Act (FMLA) if qualified for the first (60) sixty workdays or 12 weeks. Following the end of the FMLA leave, the Employee will make application for Long-Term Disability (LTD) benefits and/or disability retirement. If the Employee does not qualify for either program, the Employee's insurance benefits will continue for a maximum of eighteen (18 months). The LTD carrier will counsel Employees who are unable to return to work regarding eligibility requirements for State of Michigan disability retirement disability benefits three months before benefits expire.

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**ARTICLE 21 - JURY DUTY**

21.01 The school district shall pay an Employee who is called for jury duty, the difference between the amount paid by the jury and the regular amount paid the Employee in half-day increments up to an eight-hour day. Hours beyond eight (8) per day or forty (40) per week not included.

21.02 Employees are to sign over their jury pay to the Payroll office within 15 working days of receipt.

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**ARTICLE 22 - FUNERAL LEAVE**

22.01 It is the intention that bereavement time be utilized for the purpose of making funeral arrangements and to attend funeral proceedings. Staff will receive:

Relation	Days
Spouse	5 days
Child	5 days
Mother/Father	5 days
Sister/Brother	5 days
Mother/Father-in-law	5 days
Step Relations	5 days
Sister/Brother-in-law	5 days

Daughter/Son-in-law	5 days
Grandparents	3 days
Grandchild	3 days
Live-in family member/child(ren), parent/other than above	3 days
Not defined above	1 day PTO

Any additional days deemed necessary by the Employee up to two (2) days will be taken as PTO. Leave days may be non-consecutive and must be used within a ten (10) day period following the death unless there are extenuating circumstances.

There is a limit of five (5) Employees permitted to the same funeral. Under proper circumstances, exceptions may be granted by Human Resources.

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**ARTICLE 23 - LEAVES**

23.01 Illness and disability:

PTO accrual is prorated upon the standard work day. The unused portion of PTO shall accumulate from year to year to a limit of ninety (90) days. The leave days may be used by unit Employees for illness, disability, which shall include all disability caused or contributed to by pregnancy, miscarriage, childbirth, or related medical conditions.

23.02 If an Employee lacks sufficient PTO during the disability period he/she will be placed on leave of absence.

23.03 An Employee may request a child care leave following a birth for up to one (1) calendar year.

23.04 An Employee is required to use PTO accumulation for a pregnancy related disability.

23.05 A pregnancy related prospective disability will require immediate notification to the supervisor with the Employee's physician's verification as to well-being, work-ability, and anticipated leave dates, and accompanied by a child care leave request if the Employee desires such.

23.06 Requests for disability leaves and child care leaves must be made to Human Resources at least sixty (60) days prior to the leave except in extenuating circumstances that are approved by Administration.

23.07 An Employee returning to work following disability must be certified by the treating physician as fit to return to the full work assignment without restrictions. Accommodations may be requested under the American's with Disability Act (ADA).

23.08 Administration may grant an Employee adopting pre-kindergartner a child care leave for up to one (1) year.

- 23.09 Probationary Employees are not eligible for unpaid leaves of absence.
- 23.10 An Employee on a leave of absence for a period of time of ninety (90) calendar days or less shall return to the position from which he/she requested the leave.
- 23.11 An Employee on leave of absence for a period exceeding ninety (90) calendar days will no longer be guaranteed his/her prior position and Administration will attempt to return the Employee to a position with like hours.
- 23.12 An Employee returning from leave shall give written notification to the Human Resources at least thirty (30) days prior to the termination of leave of his/her intent to return to full-time employment.
- 23.13 An Employee on leave or returning from leave shall be included in the lay off and recall procedure.

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**ARTICLE 24 - LEAVE FOR UNION BUSINESS**

- 24.01 Members of the Unit elected to Union positions or selected by the Union to do work which takes them from their employment with the Employer will be granted, at the written request of the Employee, leaves of absence for periods not to exceed two (2) years or the term of office. Such leaves may be renewed upon written request of the Employee. The Employee's seniority will accrue to one (1) year and at that time it will be frozen until the Employee returns to work with the Employer.

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**ARTICLE 25 - HOLIDAYS**

- 25.01 The following shall be paid holidays, for non-52 week Employees, under this contract: Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, one (1) day at Mid-Winter Break, one (1) day at Spring Break, Good Friday, Memorial Day. Employees eligible shall receive straight time pay as holiday pay.
- 25.01.01 The calendar may be revisited should the L'Anse Creuse Educational Association change school days before the expiration of this agreement.
- 25.02 Specific dates that the above holidays will be observed for the duration of this agreement:

<u>HOLIDAY</u>	<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
Labor Day	September 5	September 4	September 3
Thanksgiving	November 24	November 23	November 19

Friday after Thanksgiving	November 25	November 24	November 23
Christmas Eve	December 23	December 19	December 24
Christmas Day	December 26	December 25	December 25
New Year's Eve	December 30	December 29	December 31
New Year's Day	January 2	January 1	January 1
Midwinter Break **	February 20	February 19*	February 18*
Spring Recess (non 52-week Employees only)	April 7	April 2	April 1
Good Friday	April 14	March 30	April 19
Memorial Day	May 29	May 28	May 27

- 25.03 Unless approved by the direct supervisor, in advance or due to extenuating circumstances, PTO may not be taken immediately before or after a scheduled break, inclusive of a paid holiday unless these days are funeral or jury duty leave days.
- 25.04 Friday before or Monday after certain holidays. Whenever the Fourth of July, Christmas Day, Christmas Eve, New Year's Day, New Year's Eve, or Memorial Day falls on Saturday or Sunday; the Friday is preceding or the Monday following shall for the purpose of this Agreement be observed as the holiday.
- 25.05 Non 52-week Employees hired for a posted position that works more than four (4) weeks during the summer, and includes Independence day, will receive Independence day as a paid holiday.
- 25.05.01 Holidays changed by the government shall be adjusted accordingly provided that school is not in session.
- 25.06 All unused PTO shall be placed at the end of the fiscal year in the Employee's accumulated bank. Maximum accumulation shall be ninety (90) days. Any sick days accumulated over ninety days shall be paid to the Employee in July, at the rate of three-fourths (3/4) day per day of such excess accumulation.

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**ARTICLE 26 - UNION BULLETIN BOARDS**

- 26.01 The Union may use bulletin board space provided by the Employer for the Unions use in building or association providing a copy of each posting is sent to the Superintendent or designee, at the time of posting.

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**ARTICLE 27 - HEALTH EXAMINATIONS**

- 27.01 Upon initial employment and periodically as required, physical examinations will be completed when specified by current State and Federal laws to confirm the ability of the Employee to safely perform the tasks of the position. New Employees shall pay for such examinations as a condition of employment. During employment, periodic examinations will be administered by facilities specified by the Administration and at Districts expense.
  
- 27.02 A health examination may be required of any Employee when it appears to the Board of Education, through its representative (Superintendent), that there is reasonable doubt as to the health of an Employee. If such examination is given by the School Board Physician, it shall be at the Board's expense. If given by the personal physician of the Employee, it shall be at the personal expense of the Employee.
  
- 27.03 In the event the report of the Employee's attending or examining physician is challenged by the School Administration, or if the Union challenges the report of a School Board's physician's examination, the following procedure shall be utilized:
  - 27.03.01 The protesting party may elect to require the affected Employee to be examined by a physician of the protesting party's choice, at the protesting party's expense. If the reports of the two (2) examining physicians are in disagreement or conflict, the respective bargaining committees shall meet and endeavor to reconcile the difference.
  
  - 27.03.02 In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall bypass the grievance procedure and, instead, the affected Employee shall be examined at the equally shared cost to the Board and the Union, by an appropriate specialist in the area of controversy or a hospital of mutually agreeable designation for final determination in the matter which shall be binding on the parties.
  
- 27.04 Employees hired after the ratification of this contract, will upon completion of their sixth month of employment be reimbursed the full cost of their pre-employment physical and fingerprints.

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**ARTICLE 28 - OVERTIME**

- 28.01 Overtime will be paid at the rate of time and a half after the Employee has worked normal assigned schedule including ghost hours (holidays, Act of God days, and district scheduled time off). Sunday will be paid at double time for management call in only. Voluntary Sunday work will be paid as normal overtime.

For example, if four (4) hours of PTO time is used to make up a forty (40) hour work week and an eight (8) hour Saturday shift is worked, the Employee will be paid four (4) hours of straight time and four (4) hours of overtime.

- 28.02 Time and a half will be paid for all hours worked over forty (40), and for all hours on Sunday and all holidays listed in this contract unless this is part of the Employee's scheduled work week. Employees with a regular work schedule that falls on a holiday will receive holiday pay in addition to their regular hours worked at time and a half.
- 28.03 A minimum of two (2) hours as "emergency call-in" time shall be allowed.  
Trips that are not posted "as remain" shall be posted as four (4) hour "call-ins".
- 28.04 Extra time shall be offered to regular Employees when regular Employees are available.
- 28.05 Overtime work at Employee's option - overtime work shall be voluntary. There shall be no discrimination against any Employee who declines to work except when the Superintendent shall declare an emergency. Time refused shall be charged as time worked.
- 28.06 When overtime is scheduled for Saturday or Sunday, Employees will be offered that overtime no later than noon (12:00 p.m.) on the Thursday prior to the scheduled overtime. Overtime that is offered after the deadline and is refused will not be chargeable on the overtime reporting sheet. Refer to Article 33.09.

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**ARTICLE 29 – RETIREMENT/SEVERANCE**

29.01 Schedule for severance/retirement pay:

Retirement/Severance Pay for PTO\*  
Percent of days' wages at an hourly rate (no shift premium)

Years of service	1 <sup>st</sup> thru 20 <sup>th</sup> day of accumulated PTO	21 <sup>st</sup> thru 50 <sup>th</sup> day of accumulated PTO	51 <sup>st</sup> thru 90 <sup>th</sup> day of accumulated PTO	91 <sup>st</sup> day and above of accumulated PTO
5 or more	10%	15%	20%	25%
11 or more	15%	20%	25%	30%
12 or more	20%	25%	30%	35%
13 or more	25%	30%	35%	40%
14 or more	30%	35%	40%	45%
15 or more	35%	40%	45%	50%
20 or more	40%	45%	50%	55%

Example: Employee has 27 days of PTO and has worked for L'Anse Creuse Pubic Schools 14 years will be paid out at the rate of 35% of their current daily rate for each of the 27 days.

29.02 If an Employee gives ten (10) working days written notice, he/she will be paid for unused PTO according to the above schedule.

29.03 All Employees participating in this retirement program agree to indemnity and hold harmless the L'Anse Creuse Public Schools from any amounts claimed to be properly deductible from the monetary amount awarded, such as claims made against the sum for contribution to the Office of Retirement Services (ORS), United States of America, the State of Michigan, and any other person or entity.

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### **ARTICLE 30 – SEVERANCE/TERMINATION**

- 30.01 When an Employee voluntary severs their employment with the district with proper notice, the following will be paid out:
- PTO according to Article 29
  - Vacation earned
  - 2015-2016 Concession (2%)
  - Longevity, as it is earned in the year prior (when eligible)
- 30.02 When the Board of Education terminates an Employee for just cause, the following will be paid out:
- 2015-2016 Concession (2%)
  - PTO only
- 30.03 The Board shall pay earned longevity and the 2015-2016 2% concession to the Employee's beneficiary at death.

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### **ARTICLE 31 - INSURANCE PROTECTION**

- 31.01 The district shall comply and model Insurance after the Federal health care program. If legislation requires the district to provide health care for Employees, the Employee will be responsible for all costs as permitted by law.
- 31.02 Employees working between 29.0 hours and 37.4 hours will be provide, a prorated amount of 75% Employer, 25% Employee for single/two person/family subscriber hospitalization insurance according to the requirements of the Federal health care program (currently the Affordable Care Act) and State of Michigan hard cap provisions.
- 31.03 Employees working greater than 37.4 hours will be provided, a prorated amount of 100% Employer, for single/two person/family subscriber hospitalization insurance according to the Federal health care program (currently the Affordable Care Act) and State of Michigan hard cap provisions.
- 31.04 Employees will pay all amounts over the State caps and any proration through payroll deduction.

- 31.05 The Board shall provide full payment of comprehensive hospitalization insurance, to the Employee and his/her immediate family\* or as per P.A. 275. Employees will pay all amounts over the State caps and any proration through payroll deduction. Employees eligible for less than full-time insurance will pay the percentage based upon hours worked and 100% premium over cap. If legislation requires the district to provide health care for Employees, the Employee will be responsible for all costs as permitted by law.
- \*Immediate Family as defined under Federal guidelines.
- 31.06 Changes in hours of less than six (6) weeks will not result in changes in insurance district/Employee shares.
- 31.07 The Board shall provide without cost to the Employees who work four (4) or more hours daily, group life insurance protection in the amount of twenty-five thousand dollars (\$25,000.00) with additional twenty-five thousand dollars (\$25,000.00) accidental death and dismemberment that will be paid to the Employee's beneficiary. For those Employees who work less than four (4) hours daily, the Board shall provide without cost to the Employees, group life insurance protection in the amount of ten thousand dollars (\$10,000.00) with additional ten thousand dollars (\$10,000.00) accidental death and dismemberment that will be paid to the Employee's beneficiary. The provisions of the group policy and rules and regulations of the carrier shall govern as to the commencement and duration of benefits and all other aspects of coverage.
- 31.08 The Board shall provide income protection insurance without cost to the Employee covered under this Agreement in accordance with the following provisions:
- 31.08.01 Long-term disability payments in the amount of sixty (60%) percent of salary to a maximum, as stipulated by the insurance carrier, per month shall begin at the end of ninety (90) days of disability and/or illness and continue until age sixty-five (65) at no cost to the Employee in the event of permanent disability.
- 31.08.02 An Employee receiving Long-Term Disability benefits will be covered under COBRA provisions with single subscriber health care for one year at the expense of the district up to the State of Michigan cap, from the time the Employee is placed on Long-Term Disability. Any less-than full-time Employee will pay his/her portion of the premium.
- 31.09 Life and Long-Term Disability insurance company to be selected by the Administration.
- 31.10 The Board shall provide health, dental and optical insurance to all eligible Employees under this Agreement and his/her immediate family (family as defined In 31.05). Voluntary purchase of health, dental and optical insurance must be for a minimum of (12) twelve months unless otherwise mandated by the insurance carrier.
- 31.11 In keeping with the concept of proration, the Board will cover the costs of premiums for health, dental and optical for regular part-time Employees on a pro rata basis as follows:

	District Share of Premium	Employee Share
4 hours but less than 5.7 hours	50%	50%
5.8 hours but less than 7.5 hours	75%	25%
Greater than or equal to 7.5 hours	100%	0%

31.11.01 Changes in hours of less than six (6) weeks will not result in changes in insurance district/Employee shares.

31.12 Employees eligible for medical benefits who elect to forfeit these benefits shall receive a one hundred dollar (\$100.00) per month stipend provided that the Employee is not the spouse or dependent of any other Employee receiving district paid health insurance coverage. All Employees opting to receive cash in lieu instead of health insurance must provide documentation of health insurance annually prior to being eligible for this option.

Should the number of unit members eligible for full medical benefits as defined above, reach four (4) members, the stipend amount would increase to two hundred dollars (\$200.00) per month. Should the number of unit members eligible for full medical benefits as defined above, reach six (6) members, the stipend amount would increase to two hundred fifty dollars (\$250.00) per month. This will be determined each year immediately following the open enrollment period. Any changes in the amount of the stipend will be effective with the January payment.

25 or more members enrolled in medical	\$100 monthly stipend
23 or 24 members in medical	\$200 monthly stipend
22 or less in medical	\$250 monthly stipend

Employees eligible for less than full medical benefits who forfeit these benefits shall receive a prorated amount of the aforementioned stipend. The cash in lieu monthly stipend will be prorated based on the Employee's work hours. The following proration will be used.

4.0 hours to 5.7 hours	50% stipend
5.8 hours to 7.4 hours	75% stipend
Greater than or equal to 7.5 hours	100% stipend

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## **ARTICLE 32 - TRANSPORTATION AREA**

32.01 Note: A run is defined as the entirety of a drivers scheduled work for a given day. The district has the ability to choose the type of vehicle used to transport students as long as it is posted as a run.

A route/tier is defined as one portion of a driver's run. I.E. If a driver drives to three schools in the a.m. and three schools in the p.m., then each school would be considered a "route" or a "tier"

Midday is defined as that portion of a driver's route that occurs between the A.M. and the P.M. routes. Usually between approximately 9:00 a.m. and 2:00 p.m.

- 32.01.01 In the event that work needs to be covered immediately and low/extra time cannot be efficiently used to cover the work; available drivers will be asked to cover it. If refused drivers will not be charged, however, if taken will be charged as earned time.
- 32.02 Any bus run or combination of assigned routes to one (1) driver requiring less than one (1) hours' time shall result in the driver being paid for one (1) hour's work.
- 32.03 In the event that regularly assigned routes are separated by a layover time of less than one (1) hour, this layover time shall be included with the time required to make the runs for pay purposes. Such layover time shall be used for checking bus for needed service and routine driver checks, such as: oil, coolant, battery, power steering, tires, refueling, etc., daily bus floor sweeping or any other duties assigned by the Dispatcher or Transportation Supervisor.
- 32.04 Drivers will be compensated one (1) hour for completing/updating maps on an annual basis. Maps are to be completed between route pick and bump and approved by Administration prior to payment.
- 32.05 Bus runs, shall be grouped together whenever practical to give a driver up to an eight (8) hour workday. Each driver employed on or before, March 19, 2007, shall be guaranteed a minimum of five (5) hours per day. Transportation drivers hired after March 19, 2007 will be guaranteed a minimum of four (4) hours per day.
- 32.06 Buses are to be driven only by properly licensed LCPS Employees hired by the Administration for the purpose of driving or maintaining buses; provided that in the time of impending disaster or similar emergency conditions, the administration shall reserve the right to assign such drivers to such vehicles as it deems to be in the best interests and safety of the student body.
- 32.07 All physical examinations required by the school district for bus drivers shall be paid for by the Employer.
- 32.07.01 Upon Administrative approval, a second physical by a DOT examiner/Physician, will be covered. However, additional expenses above the cost of the physical, as required by the DOT examiner/Physician, will be covered at the Employee's expense.
- 32.07.02 All physical examinations required by the State of Michigan or the School District for bus drivers shall be taken in the months of July or August, and prior to run selections. It is expressly understood that all persons employed for the purposes of driving a school bus shall submit to a drug testing procedure during pre-employment physical and during random drug testing throughout the school year pursuant to State and Federal Laws and/or regulations. If the drug test proves positive refer to Article 39.16.
- 32.07.02.01 Those drivers working 35 hours or more per week during the months of July and August will be compensated one (1) hour (not to go in to overtime) to take their physical.

32.07.02.02 Employees on any type of leave, exceeding one (1) year, are required to pay the full price of their examinations.

32.08 Drivers shall have the right to refuse to drive any vehicle that is not in safe operating condition. The driver shall not suffer loss of pay or be reprimanded for refusal to drive such a vehicle when evidence of such unsafe operating condition is witnessed and attested to by a LCPS mechanic.

32.08.01 If a bus route is reported by the driver (in writing) to be unsafe, due to student conduct, assistance shall be provided to the driver for the duration which the problem exists. This shall apply to all routes, including Special Education.

32.09 If after a student has been written up for improper behavior on the bus for a minimum of three (3) times, a driver feels that the student's behavior has not sufficiently improved and continues to be a disruption on the bus and therefore a safety hazard; the driver will have the right to request and be granted a meeting with the building administrator and the student's parents to discuss the student's behavior.

32.10 Assigned/Unassigned drivers:

Definition: An Assigned Driver is a driver who has a selected regular daily run but who may have unassigned time on that run.

Definition: Unassigned Drivers are those drivers who do not have a daily regular assigned run, but report daily at a regular time and are assigned runs or special duties.

Definition: "Need to Use" time, when worked, will be for the express purpose of filling regular assignments. Refused "Need to Use" time is chargeable when refused; however cannot be charged as extra time when worked or with proper pre-approved documentation. (example: medical documentation or court appearance)

Definition: Noon runs are any time after the morning segment, up until the P.M. segments, unless there is no P.M. segment on the run. In this case the last punch for the daily schedule will become the P.M. portion (Need to use and Frederick V. Pankow Center shuttles are not to be considered an A.M. or P.M. segment to any run.

An amount of time, not less than 1.5 hours per day and not to exceed 1.8 hours per day, will be designated as an extension and/or addition to a drivers regular report time and will be scheduled in the drivers work day, not to exceed eight (8) hours.

The number of runs with the extended, "Need to Use", 1.5 to 1.8 hour day will not exceed 10% of the total number of runs.

Time worked or offered prior to punch-in or punch-out of "Need to Use" designated time will be chargeable.

All times will be designated at the beginning of the school year and may be adjusted by Administration as necessary, until bump.

Drivers assigned to the "Need to Use" program will be compensated two hundred and twenty-five (\$195.00) per year, payable the first full pay period following the last pay period of the school year. It is understood the payment may be pro-rated based upon the length of assignment.

Unassigned Drivers "Need to Use" time will not be considered when building routes. Total number of unassigned drivers is not to exceed 10% of the total number of runs.

32.11 A new driver starts employment with top extra hours accrual in the Transportation Department.

32.11.01 Employees returning from leaves of absence or prolonged absence over two (2) weeks or ten (10) workdays will return to work with the average extra hour accrual of the total hours available for extra time computation during the Employee's absence. Such will be added to the Employee's extra time/overtime accrual.

32.12 **Run Selection Process:**

32.13 Management will supply the drivers with a complete and updated list of the total updated routes by 7:00 a.m. the day before the run selection is scheduled to begin. Any new revisions agreed upon by both management and the union will be posted on the board before the morning start time on the day of run selection.

32.14 On any day, any driver scheduled to select that has not left selections with two (2) witnessing signatures or is unavailable and unreachable without notification, will keep the run they had if it is still available or will be assigned the remaining run with the largest number of hours and the lowest bus number.

32.14.01 Those drivers who wish to make their selections in writing will have two (2) witnessing signatures.

32.14.02 First scheduled bus runs of the school year shall be chosen by drivers on a seniority basis (i.e., senior drivers to make first choice of runs). The run selection process will be monitored and recorded by a Union representative. The district will compensate one Union representative not to exceed eight (8) hours per day for monitoring these procedures. The Union representative will be given release time from their driving duties unless no substitute is available to complete needed service.

Drivers will be limited in time during the original bid and the limited bump, to fifteen (15) minutes to select their run from the time they are notified verbally by their union representative. Drivers who do not complete their selection in time will be required to wait to make their selection until after the next person in seniority has made their selection or exceeded their time limit. Run information will be available one (1) day prior to the beginning of route selection.



Drivers currently on leave for run selection must have medical documentation that's specifically states their return will be within twenty (20) working days of the run selection day.

Administration may break the group up in to equal groupings on run selection day.

After runs have been chosen but before school begins in the fall, the District may choose to Dry Run all routes. If the District chooses to do a Dry Run, it will be mandatory that all drivers come in and drive their entire A.M. run. The purpose is to determine exactly where stops are as well as determine if there are time issues with the route. The drivers will be paid their regular wage; however there will be no time guarantees.

32.15 **Bump Selection Procedures:**

32.16 Management will supply a complete and updated list of the total updated routes by 1:30 p.m. the day before the 5<sup>th</sup> week bump begins. Any new revisions agreed upon by both management and the union will be posted on the board before the morning start time on the day of the bump process.

32.16.01 A driver will be notified, in advance, of any changes to their run.

32.16.02 On the Monday following the Fourth Friday after Labor Day, a Special Conference will be scheduled for the purpose of establishing a limited bumping procedure and a list of drivers who will be eligible to participate. The limited bump will take place on the Tuesday, Wednesday and/or Thursday following, and assignment changes will be made on the first working day of the week following the bump. Only drivers who fall within the following criterion will be allowed to participate:

- During the Bus Driver bump procedure, Bus Drivers will not be eligible to select a run that would give them additional time that they could have selected during the original bid process unless they are bumped from their original run;
- A driver may not transfer to a run of equal hours unless his/her route has been altered, which would result in a change in his/her originally assigned building;
- Drivers will be allowed to select/transfer to any run that was not available to them at the original bid process (this includes runs of equal hours);
- If a run is increased or decreased by 0.4 of an hour or more;
- Drivers who have a start/end time adjustment of 0.4 of an hour or more;
- Drivers who are subsequently bumped from their run.

Unassigned drivers will not be affected by this for purposes of transferring from unassigned to a regular run unless a regular run was available to them at the original bid process.

If the total number of runs have been increased, it is understood that the newly created/vacant runs only would be available to members upon a seniority basis.

Drivers currently on leave from run selection must have medical documentation that specifically states their return will be within twenty (20) working days of the bump day.

- 32.16.03 Any subsequent increase of four tenths (.4) or more for at least a period of four (4) weeks shall be offered to available drivers on a seniority basis. The revised run will be posted.

Administration shall not unilaterally change the start/end times of a bus drivers' route following the fifth (5<sup>th</sup>) week bump without the agreement of the affected driver. Exception: Overflows, Special Needs or Homeless students. If additional time of four-tenths (.4) or more of an hour is needed for the above examples, the additional time will be offered based on best fit, seniority and building towards eight (8) hours, where practical. The last driver on the list cannot refuse the additional time. The revised run will be posted. Drivers who were asked for the additional time and refused it are not eligible to put in for the newly revised run. Under these circumstances only, should the original driver of the revised posted run be bumped, the bumped driver must bid on any and all routes that come available to him/her with any lost time made up as unassigned time. The unassigned time will be placed as needed by the Administration. If any affected driver refused a higher run, then it is assumed that they want to keep the run that they have and any unassigned time will immediately cease.

Management will continually build towards eight (8) hour runs and highest hours wherever best fits with seniority and are both efficient & practical.

In the event after fifth week bump additional routes/tiers need to be added to existing runs the School District will go by seniority, where runs best fit. If routes/tiers do not fit on the originally created runs, excluding unassigned time, management may change the unassigned portion of a run. This is to be done with driver permission. The last driver on the list cannot refuse the additional time.

The parties recognize that unanticipated needs for student transportation may require changes in unassigned segments of a bus driver's schedule.

- 32.16.05 Up until the Monday following the fourth Friday after Labor Day, is a window period and reserved for non-chargeable adjustment time to bus runs and any additional time worked that was not gained through low extra time or the trip sheet.

- 32.16.05.01 If your run changes during the limited bump, you will be allotted a window for non-chargeable adjustment time through the Monday following the sixth (6<sup>th</sup>) Friday after Labor Day.

- 32.16.06 In the event that a run is decreased in time by one (1) hour or more, a modified re-selection of runs will take place by seniority, beginning with the most senior driver immediately affected by the decrease in time. This run selection process will take place within five (5)

working days, but not more than ten (10) working days prior to the effective date of the decrease in a bus run and will be in lieu of normal posting procedure. Changes will be effective two (2) working days after the completion of the re-selection process.

The implementation of this procedure will be limited to two (2) occurrences in one (1) school year. If there are any additional occurrences, representatives of both the Local and the Administration will meet in Special Conference to resolve the problem.

32.17 **Extra Time:**

32.18 Extra time will be selected on the basis of low extra time hourly accrual, seniority, and will be distributed so that all drivers will receive approximately the same amount of time for each recording season (school year and summer.) When a driver is offered extra time and if it is anticipated that the extra time will create run-through time in excess of 0.5 hours, the driver will be required to punch out/punch in accordingly. To that end extra time records will be audited daily and the accumulated extra time will be carried forward and posted daily.

32.18.01 A driver who is out of PTO time and is being disciplined for attendance related issues will be charged for their unpaid hour(s) on the low extra time sheet.

32.18.02 A driver who takes a trip during their scheduled work day will be compensated for the trip work only, not any regularly assigned work missed.

32.18.02.01 If work is assigned by the Dispatcher or Supervisor, the driver would be compensated for the most hours available to them for that scheduled day.

32.18.03 **Changes to extra time:**

32.18.03.01 If the extra time is selected and a time change of fifteen (15) minutes or more occurs the driver who has selected the trip will be given the option to accept the time change or refuse the trip without charge.

32.18.03.02 If a change in destination of a selected trip has occurred the driver who selected the trip will have the option to accept the change or refuse the trip without charge.

32.18.03.03 If a change in the date of a selected trip occurs the driver has the option to accept the date change provided the date change is within seven calendar days of the original trip or they may refuse the trip without charge. If the driver has already selected another trip that will conflict with the rescheduled trip the driver will not be available to do the rescheduled trip.

32.18.04 Any extra trips that begin and end in one of the following time slots during a regular full school day will be offered by low extra time only to drivers who do not have a regular assignment during the time slot. The time slots will be reviewed annually prior to the beginning of the school year and adjusted by mutual agreement of the Union Representative and the Transportation Supervisor.

7:00 a.m. – 9:00 a.m.

2:12 p.m. – 4:12 p.m.

32.18.05 Extra time refused shall be charged as time worked. Employee refusal of extra time is non-reversible. All time over the regular run will be charged as extra time. All time over forty (40) hours worked per week will be charged as extra time at the overtime rate.

Example: One hour worked over forty (40) hours worked per week at time and one half, will be charged at 1.5 hours.

One (1) copy of the extra time report will be furnished to the President and to the Steward and Chief Steward on a biweekly basis.

32.18.06 The established driver daily hourly run will be the basis for computing extra time. On abbreviated days the standard driver day shall remain the basis for purposes of adding extra time. Special trips, however, shall apply toward extra time regardless of the length of a given day.

32.19 **Extra Time: Summer:**

32.19.01 Example: Each new recording season will begin by seniority with zero hours. School season trips will begin with the first day of school, and end on the second Tuesday after school is out. The last scheduled school year posting shall include trips up through the second Tuesday. Summer season trips will begin with the second Wednesday after school is out, and end on the last day before school starts.

The first school year posting will always be done on day of in-service. This posting will cover trips for the first day of school, and include all trips until the next scheduled series will be posted.

The trip season will be reviewed annually prior to the end of the school year and adjusted if deemed necessary, by mutual agreement of the union representative and the transportation supervisor.

32.20 **Trip selection process:**

32.20.01 All trips will be processed through proper channels with the eligible driver or drivers to be identified by the Dispatcher, listed by current extra hours and seniority. Trips will be posted at least five (5) working days in advance, when possible, of the trips. Trips will be posted on Tuesday and Thursday of each week, before 9:30 a.m. of the day of the posting and will remain posted until all trips are selected or 7:00 a.m. of the last working day before the earliest trip listed. Drivers will be responsible to indicate YES, NO, or NOT AVAILABLE by the end of the first day, whether they will take a trip. Drivers will leave a list of selected trips in order of their desire. Drivers who have signed YES but have not selected a trip by the end of the posting will be bypassed and charged accordingly. Trips will be awarded to next available drivers who have signed for them and selected. Trip selection will begin as soon as possible with drivers that are eligible signing the trip sheet and indicating the trip number on the posting.

- 32.20.01.01 A driver may not give up his/her regular route to take a trip. Shuttles, mid-day and P.M. homeless runs are excluded. Regular education high school drivers may give up their P.M. high school run to do a trip as long as the trip is scheduled to return by 2:45 p.m.
- 32.20.02 An extra trip will be understood as an extra time trip. In the event that a trip is to be planned which cannot be processed in accordance with the provisions outlined in 37.08.01, that trip will be approved by the Superintendent or his/her designate and time refused will not be charged.
- 32.20.02.01 The most current daily extra time will be used for Saturday and Sunday trips that are not posted in accordance with the trip sheet.
- 32.20.02.02 Drivers that are absent on the day of the postings will be designated as OFF by the Dispatcher for the period of that posting and the driver will not be charged or have a selection opportunity for that posting.
- 32.20.02.03 On the second and subsequent days of trip selection, if it is time for the driver to select a trip, and the driver is off for that portion of the day, you will be marked OFF and bypassed. The driver will not be charged if the driver did not get to select a trip.

Employees who pre-select a trip, and then refuse to do the trip assignment will be charged the highest number of hours available to them from that posted trip selection sheet, if not absent for any part of the day of their scheduled trip.

Drivers who pre-select extra time and then absent themselves for four tenths (.4) of an hour or more of that work day, thereby not performing the extra time, shall be charged that amount of extra time as if they had worked the whole day and took the selected assignment. (Except for Workman's Compensation, jury duty and funeral leave of the immediate family).

- 32.21 Trips that start before 9:00 a.m., when possible, shall be assigned at least one (1) working day in advance, or as soon as they become available.
- 32.19 To receive extra time, a bus driver must work their full scheduled day of the extra time assignment.
- 32.23 **Training:**
- 32.23.01 In-District School Bus Driver training, which requires actual driving, will be done by union members and the programs will be administered by the Transportation Supervisor.
- 32.23.02 The Board agrees to pay, the trainer, at their regular rate of pay for all training hours required for bus drivers beyond the initial twelve (12) hours required by the State.
- 32.24 The first twenty-five (25) hours are not chargeable to the trainer. If the trainer is training multiple trainees at the same time, the trainer will only receive twenty-five (25) non chargeable hours.

32.25 **Summer Work:**

32.26 Posted Summer School runs will be assigned to drivers by seniority.

32.27 Prior to the end of the school year, the drivers will sign a sheet indicating their desire to be called for extra work during the summer season. Those drivers not signing will not be eligible for extra work during the summer season.

32.27.01 Summer trips, exclusive of summer school trips, will be selected by low extra hours and seniority. The Supervisor or designee will make telephone calls to drivers beginning at 7:00 a.m., at their designated phone number only. No personal contact with drivers will be allowed except for those drivers currently working the summer school, bus cleaning, drivers on the clock. One (1) call will be made per driver and there will not be any messages left for return calls. The Steward or a representative has the option, to monitor the calls. Both the Supervisor's designee and the Union Representative will initial each recorded entry. Trips that are known by Tuesday will be called on Tuesday for Wednesday through the following Tuesday. Other trips will be called as soon as possible. Drivers are limited to one (1) trip per calling period, Wednesday through the following Tuesday. It should be noted in the foregoing that when the list has been gone through and has to be gone through a second time in order to fill the runs, that one person may get two trips.

32.27.02 A Driver working a posted summer school or other run during the summer months, cannot select a trip or extra time that interferes with their scheduled work time. Drivers that are working can be asked for trips via radio or in person for their non-scheduled workday.

32.27.03 In the month of May a separate sign-up sheet for bus cleaning only during the summer months will be posted. If utilized, drivers will be paid at the rate of \$12.00 per hour.

**Only those signing up for summer bus cleaning will be called.**

Trips and runs are to be covered as first priority with bus cleaning covered as the second priority.

Bus cleaning time is non-chargeable, but a separate extra-time sheet for the purposes of rotation will be utilized beginning with seniority. Time will be offered in one-week increments. Time refused and/or worked will be kept on a separate extra-time sheet for bus cleaning only.

32.27.04 Trips for summer school will be selected by low extra hours and seniority among those drivers working the summer school schedule if the driver is available.

32.28 **Licensing:**

32.28.01 Commercial Driver License (CDL) shall be paid for by the Employer.

- 32.28.02 Properly licensed L'Anse Creuse Public School Employees shall drive buses only if regular and/or substitute Bus Drivers are not available.
- 32.28.03 L'Anse Creuse Public School Employees who are properly licensed, trained, and qualified may be used as substitute bus drivers.
- 32.28.04 In any case the use of L'Anse Creuse Public School Employees as Bus Drivers will be at the discretion of the administration.

32.29 **Stabilization:**

DEFINITION: Stabilization is the procedure of assigning the same driver to Preschool, Special Education, Kindergarten, and Elementary runs when the regular driver is absent.

Stabilization will not exceed two (2) weeks (ten working days) but the daily ten (10) day assignment can exceed eight (8) hours per day. Where runs are different in the A.M. and P.M. routes, the runs may be stabilized by splitting the A.M. and P.M. routes according to low extra time accrual and availability.

- 32.29.01 Stabilization for: Preschool, Special Education, Elementary, and Homeless designated students. Stabilization shall be met by seniority and low extra hours by daily extra time for ten (10) consecutive workdays. At the end of ten (10) consecutive workdays, it shall be offered to the next available driver by seniority and low extra hours.
- 32.29.01.01 Stabilization is broken whenever a driver takes any type of leave during the stabilization hours.
- 32.29.02 Drivers on Leave  
When drivers are on leave for any reason, their route will be broken apart and pieced out to available drivers for up to 10 days stabilization. Portions of the route that cannot be covered will be covered by unassigned drivers. Mid-day portions of the route will be given to drivers based on the daily low extra time sheet, except that stabilization does apply. This piecing of the route will continue until it is known that the leave will exceed ninety (90) days and then the route will be reassembled and posted as permanent.

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**ARTICLE 33 - GENERAL**

33.01 **Longevity:**

33.01.01 Effective July 1, 2000, longevity payments for years of service within the L'Anse Creuse Public School District will be earned according to the following table:

1.	1 <sup>st</sup> day of 6th year through last day of 10th year	\$ 600.00
2.	1 <sup>st</sup> day of 11th year through last day of the 15th year	\$ 800.00
3.	1 <sup>st</sup> day of the 16th year through the last day of the 20th year	\$1,000.00
4.	1 <sup>st</sup> day of the 21st year through the last day of the 25th year	\$1,200.00
5.	1 <sup>st</sup> day of the 26th year and thereafter	\$1,500.00

- 33.01.02 Those Employees employed at the ratification of this agreement will be grandfathered at their level of longevity received as of July 2016.
- 33.01.03 Longevity payments shall be paid in the first pay of the next fiscal year. Any necessary adjustment will be included in the Employee's next paycheck.
- 33.02 If school(s) is/are closed, by the Superintendent or designee, Transportation personnel shall not report to work. Transportation personnel shall not receive any compensation for work missed for school closure. In the event that Transportation personnel are not notified of school closure and report to work they shall be compensated for two (2) hours pay. However, it is expressly understood that the Employer may require the Employees to perform bargaining unit work during the two (2) hour period of time.
- 33.03 A. Recognizing that the education of children is the basic reason for establishment and operation of our public school system, the Unit agrees that no strike, as defined in Section 1 of Public Act 379, will be voted, condoned, authorized, or undertaken by its members within the life of this Agreement, and that any Employee engaging in a concerted work stoppage, authorized or unauthorized by the Union, in the L'Anse Creuse Public Schools school district or any of its schools will be subject to dismissal according to statutory provision.
- B. The matters contained in this Agreement and/or exercise of any such rights of the Board is not subject to further negotiations between the parties during the term of this Agreement.
- 33.04 **Uniforms:**
- 33.04.01 Each Transportation Employee will receive seventy-five dollars (\$75) to purchase clothing/uniform, each year. Reimbursement for the clothing/uniform allowance will be within fifteen (15) workdays after submission of receipt for such expenditure.
- 33.04.01.01 Each Transportation Employee will receive seventy-five dollars (\$75) to purchase a jacket in 2017-2018. Receipts for reimbursement will be due by January 31, 2018. Reimbursement for the clothing/uniform allowance will take place the first full pay period after January 31, 2018.
- 33.04.02 Each Employee will be required to wear his/her work uniform at all times during his/her work. New hires will be issued uniforms at the end of their probationary period. The new Employee will notify the T & M office if they have not been contacted within two (2) weeks of the completion of their probationary period.
- 33.05 Employees who, in the course of work, use their own vehicles to move from place to place will be compensated at the rate established by the Board of Education. Mileage will be based upon the official district mileage chart whenever applicable. Time traveled will be part of the Employee's regular shift hours.
- 33.06 The Union and the Employer mutually agree that an in-service training program is needed for all Employees and shall work cooperatively toward creating such a program.



- 33.07 It is expressly understood that the Employer may alter the regular schedule of a particular building(s) following a forty-eight (48) hour advance notice to the effected member(s) and the Union. Example: Elections, No weekends/holidays.
- 33.08 Each Employee under this Agreement shall have the right, upon request, to review the contents of his/her personnel file made in this school district. A representative of the Union may be requested to accompany the Employee in such review.
- 33.09 **Extra time and bargaining unit work:**
- 33.09.01 Administration/Supervisor will determine whenever overtime is necessary.
- 33.09.02 Bargaining Unit work will be performed only by Bargaining Unit Employees except:
- 33.09.02.01 In emergencies, such as a bus accident, but not limited to this example, when Bargaining Unit Employees are not immediately available;
- 33.09.02.02 To instruct or train Employees;
- 33.09.02.03 To do dry runs;
- 33.09.02.04 Where Unit Employees are not displaced from regular daily assigned hours;
- 33.10 No Employee will be required to exceed his/her workload in order to make up for extra work created outside the normal workload.
- 33.12 The work week for all Employees shall be from Monday through Friday.
- 33.14 Employees interested in extra work in other areas during vacation, holidays, or the summer period should submit an On-Line application Form during the month of May for the next fiscal year (July 1 - June 30). No application will be accepted before or after the month of May. Application will be submitted only to the Director for Support Services using the on-line system. A list of Employees interested in work will be posted in all buildings by district seniority. During the summer period the District may use a minimum of fifty (50) days of substitute custodian work time to be filled by Employees from other unions. They will be hired as substitute custodians at the current substitute custodian pay rate with no benefits or seniority. It is acknowledged that summer work is provided for additional income for Transportation Employees and cannot be used for possible future promotional consideration.
- 33.14.02 Temporary summer painting assignments shall be posted and assigned exclusively to ten (10) month Bargaining Unit Employees by district seniority.
- 33.14.03 Transportation Employees assigned temporary summer positions shall accumulate sick days on a prorated basis.

It is expressly understood that Transportation Employees shall not be eligible for vacation days or vacation pay as a result of temporary summer assignments.

33.15 Employees may make application to attend classes related to their department. Permission to attend shall be dependent upon recommendation of the Supervisor and approval by the Superintendent or designee. Expenses such as tuition and books may be paid by the Employer.

33.15.01 Such Employees who are receiving tuition reimbursement for a position directly related to their job, in which, L'Anse Creuse Public Schools has agreed to pay for must take the course work during non-working hours and must pass the course with a C or better, those Employees who earn a C- or less shall reimburse the Employer for all expenses related to the course(s).

33.16 The parties agree that assistance toward rehabilitation is to be offered to any Employee who notifies the administration of a substance abuse problem prior to any notification or selection of random testing.

For Transportation Employees or others holding safety-sensitive positions: In the event that the results of an individual Employee's drug/alcohol test indicates the presence of a controlled substance or alcohol, the affected Employee will be removed immediately from his/her shift. A meeting will be immediately scheduled with the affected Employee, a Bargaining Unit representative, if requested, and members of administration. The Employee will be provided an opportunity to offer an explanation regarding the presence of the controlled substance including, but not limited to, medical verification that the substance was prescribed by the Employee's treating physician. The Employee may also request that a second drug testing procedure be conducted utilizing either the identical procedure previously administered this time with the second of the split sample, or in the alternative, a different procedure generally recognized by the medical profession. Should the Employee not pass the drug testing procedure, his/her employment shall be terminated immediately with the School District.

The procedures for implementation, i.e., chain of custody requirement: form of testing: testing facility: test levels will be changed, supplemented and amended as necessary to reflect scientific advancements or as warranted by other conditions. This is necessary due to the technical nature of testing, and necessary in an effort to assure the utmost respect for Employee privacy, and the utmost accuracy of testing.

33.16.01 It is expressly understood that the language as stated in Article 39.16 would only be applicable to those Employees who voluntarily notify the Employer of a substance abuse problem. Those Employees, who test positive on a drug and/or alcohol screen, while on duty, will be subject to discharge.

33.17 All new TPOAM Transportation Bargaining Unit members shall be required to pay for their own fingerprinting. All TPOAM Employees must be fingerprinted as required by law in order to commence working in the L'Anse Creuse Public Schools District. Should the school district receive revenue from the state that is specifically earmarked to cover the

fingerprinting cost, the district will reimburse any TPOAM Transportation Bargaining Unit member for his/her own out-of-pocket expense.

37.18 The contract will be provided in electronic form the Union leadership and members.

37.18.01 On an as needed basis, Administration may perform the duties of any Employee for which they hold the proper certification. When this is done it will be at no loss of pay to a unit member.

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### **ARTICLE 34 - PROTECTION OF EMPLOYEES**

34.01 Any case of assault upon an Employee which has its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designated representative. In the event of such an assault, the Employee involved may request the assistance of the Administration in such matter. These requests shall be made in writing to the Superintendent who shall make a determination as to whether the conduct of the Employee making such request justifies any assistance from the Administration and the extent thereof.

34.02 If any Employee is complained against or sued by reason of disciplinary action to a student, as specified in the General School Laws, the Employee may request assistance of the Board in such matter. These requests shall be made in writing to the Superintendent who shall make a determination as to whether the conduct of the Employee making such request justifies any assistance from the Board and the extent thereof.

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### **ARTICLE 35 - HEALTH AND SAFETY**

The Board of Education recognizes its responsibility to provide safe and healthy working conditions, and the Bargaining Unit recognizes its obligation to cooperate in the maintenance and improvement of those conditions.

35.01 **Complaint procedure:**

35.01.01 It shall be the responsibility of the Employee to report any unsafe operation to his/her immediate supervisor.

35.01.02 If the Employee's complaint is not satisfied, he/she shall notify the steward who shall meet and discuss the complaint with the supervisor without undue delay.

35.01.03 If the complaint cannot be resolved, the matter shall then be referred promptly in writing to the Safety Committee.

- 35.01.04 If the matter cannot be resolved by the Safety Committee, it shall become a proper subject for the grievance procedure.
- 35.01.05 Following report of the alleged unsafe operation to the supervisor and during investigation by the Safety Committee, the Employee may be reassigned to other available work pending evaluation.
- 35.02 A joint committee on health and safety will consist of a Management Safety representative (MIOSHA Coordinator) and the Bargaining Unit President (co-chairpersons), and three (3) non-instructional personnel designated by the Unit. The committee shall:
  - 35.02.01 Meet at agreeable times and places to discuss the health and safety conditions within the department and review accident reports and departmental safety programs.
  - 35.02.02 Meet at such other times as needed to: Promptly investigate major accidents; when advance notice is given, accompany Federal, State, or Local health and safety professionals on inspection tours; investigate complaints by Employees concerning health and safety.
  - 35.02.03 Review and make recommendations concerning rules for the use, issuance, recovery, and replacement of all safety material and equipment.
- 35.03 All investigative reports and recommendations relative to safety are to be assigned to the MIOSHA Coordinator for evaluation and action.

\*\*\*\*\*

**ARTICLE 36 - SEPARATION CLAUSE**

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

\*\*\*\*\*

**ARTICLE 37 - DURATION OF AGREEMENT**

- 37.01 This Agreement shall be in full force and effect from and shall continue in full force and in effect until midnight on the expiration of this Agreement.
  - 37.01.01 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date; which shall not be before the anniversary date set forth in the preceding paragraph.
- 37.02 If the 2016-2017 blended student count and the 2016-2017 per pupil funding amount equate to a loss/gain more than \$375,000 in revenue under/over the 16-17 budgeted amount (which is based on a projected blended student count of 10,619 students and a per pupil foundation

allowance of \$7,738), then the Bargaining Unit will have a .5% off-schedule pay cut/increase for every \$375,000 to be capped at 1.5%.

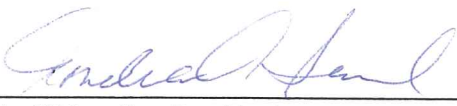
- 37.03 If the 2017-2018 blended student count and the 2017-2018 per pupil funding amount equate to a loss/gain more than \$375,000 in revenue under/over the 17-18 budgeted amount (which is based on a projected blended student count of 10,400 students and a gain of \$50 per pupil funding in addition to the previous year), then the Bargaining Unit will have a .5% off-schedule pay cut/increase for every \$375,000 to be capped at 1.5%
- 37.02 The salary schedules and monetary fringe benefits of this Agreement shall take effect when permitted by applicable Federal Laws and Presidential Orders.

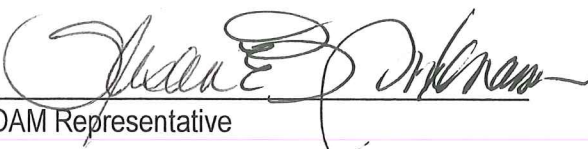
IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives:


SUPPORT SERVICES EMPLOYEES  
- TPOAM


BOARD OF EDUCATION OF THE  
L'ANSE CREUSE PUBLIC SCHOOLS  
SCHOOL DISTRICT

BY:   
Pamela Legato, President

BY:   
Board of Education President


BY:   
TPOAM Representative

BY:   
Board of Education Vice President

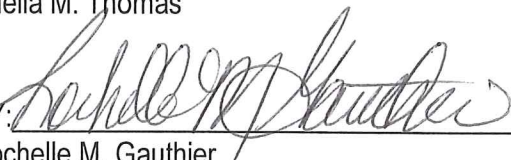
BY:   
Negotiating Committee

BY:   
Michael W. Van Camp

BY: \_\_\_\_\_  
Negotiating Committee

BY:   
Sheila M. Thomas

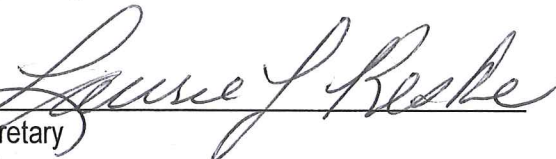
BY: \_\_\_\_\_  
Negotiating Committee

BY:   
Rochelle M. Gauthier

BY: \_\_\_\_\_  
Negotiating Committee

BY: \_\_\_\_\_  
Negotiating Committee

BY: \_\_\_\_\_  
Negotiating Committee

BY:   
Secretary

Date: 11/2/17

Date: 11/2/17

**APPENDIX A Support Services Employees  
Base Hourly Rate Salary Schedule for 2016 - June 30, 2019**

**2017-2018**

1. All union members move up one full step the second half of the year (January, 2018).
2. If the 2016-2017 blended student count and the 2016-2017 per pupil funding amount equate to a loss/gain more than \$375,000 in revenue under/over the 16-17 budgeted amount (which is based on a projected blended student count of 10,619 students and a per pupil foundation allowance of \$7,738), then the unit will have a .5% off schedule pay cut/increase for every \$375,000 to be capped at 1.5%.

**2018-2019**

1. All union members move up one full step the second half of the year (January, 2019).
2. If the 2017-2018 blended student count and the 2017-2018 per pupil funding amount equate to a loss/gain more than \$375,000 in revenue under/over the 17 - 18 budgeted amount (which is based on a projected blended student count of 10,400 students and a gain of \$50 per pupil funding in addition to the previous year), then the unit will have a .5% off - schedule pay cut/increase for every \$375,000 to be capped at 1.5%.

If a reduction occurs, the method of reduction will be agreed upon by Administration and the Union.

HIRED BEFORE JULY 2, 2012

TRANSPORTATION - DRIVERS			
STEP	2016/17	STEP	2017-2019
1	15.08	0.5	15.08
		1	15.27
		1.5	15.45
		2	15.64
		2.5	15.82
2	15.96	3	16.01
		3.5	16.19
3	16.34	4	16.38
		4.5	16.56
4	16.74	5	16.75
		5.5	16.93
5	17.12	6	17.12

HIRED AFTER JULY 1, 2012

TRANSPORTATION - DRIVERS			
STEP	2016/17	STEP	2017-2019
1-4	13.44-14.88	0.5	15.08
5	15.19	1	15.27
		1.5	15.45
		2	15.64
		2.5	15.82
		3	16.01
		3.5	16.19
		4	16.38
		4.5	16.56
		5	16.75
		5.5	16.93
		6	17.12



## APPENDIX B - CHAIN OF COMMAND

CLASSIFICATION	
<b>Transportation Operations</b>	Board of Education Superintendent Assistant Superintendent for Business & Operations or Assistant Superintendent for Human Resources Manager of Operations Transportation Supervisor / Bldg. Adm. when appropriate Employee
<b>Transportation Maintenance</b>	Board of Education Superintendent Assistant Superintendent for Business & Operations or Assistant Superintendent for Human Resources Manager of Operations Transportation Supervisor Head Mechanic Employee

**APPENDIX C – GRIEVANCE CHAIN OF COMMAND**

<b>Transportation</b>	Step 2	Supervisor for Human Resources and/or Assistant Superintendent for Human Resources
	Step 1	Manager of Operations
	Step 1	Transportation Supervisor / Bldg. Adm. when appropriate
	Step 1	Employee
<b>Transportation Mechanics</b>	Step 2	Supervisor for Human Resources and/or Assistant Superintendent for Human Resources
	Step 1	Manager of Operations
	Step 1	Transportation Supervisor and/or Head Mechanic
	Step 1	Employee

LETTER OF AGREEMENT #1

between

L'Anse Creuse Board of Education

and

TPOAM - Transportation

L'Anse Creuse Public Schools (the "District") and TPOAM – Transportation (the "Employees"), hereby agree to the following Letter of Agreement.

**RE: Trip Selection Process – Article 32.20.01 and 32.20.01.01**

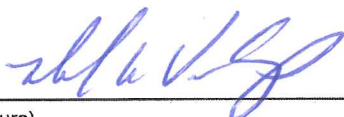
The following language replaces contract language:

A driver may leave their General Education Run (including shuttles, mid-day, and homeless runs) to do a trip. Articles 32.18.02 and 32.18.04 regarding extra time will apply.


As determined by dispatch, trips may be adjusted to meet the needs of the District. If a driver turns in their trip under these circumstances, the trip will be chargeable and Article 32.18.03.01 will not apply.

This agreement expires on August, 31, 2019, which is the end of the current contract.

**L'Anse Creuse Public Schools:**

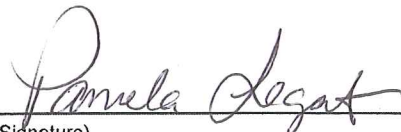
  
\_\_\_\_\_  
(Signature)

01/28/18  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Signature)

08.28.18  
\_\_\_\_\_  
(Date)

**TPOAM – Transportation:**

  
\_\_\_\_\_  
(Signature)

8/28/18  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Signature)

8/28/18  
\_\_\_\_\_  
(Date)

LETTER OF AGREEMENT #2

between

L'Anse Creuse Board of Education

and

TPOAM - Transportation

L'Anse Creuse Public Schools (the "District") and TPOAM – Transportation (the "Employees"), hereby agree to the following Letter of Agreement.

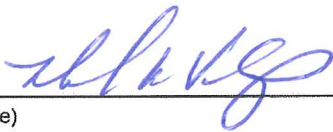
**RE: Six (6) Hour Minimum**

The following language will be added to the contract language:

Effective August 20, 2018, the District will offer drivers a minimum of six (6) hours per day. The minimum of six (6) hours per day will be a combination of morning and afternoon runs. The minimum does not include summer work and field trips. Duties will be limited to those performed by Bus Drivers.

This agreement expires on August, 31, 2019, which is the end of the current contract.

**L'Anse Creuse Public Schools:**



(Signature)

8-20-18

(Date)

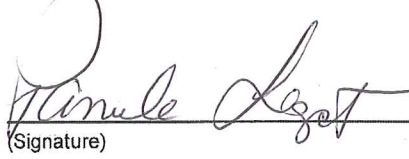


(Signature)

08.28.18

(Date)

**TPOAM – Transportation:**



(Signature)

8/28/18

(Date)



(Signature)

8/28/18

(Date)

**LETTER OF AGREEMENT #3**

**between**

**L'Anse Creuse Board of Education**

**and**

**TPOAM - Transportation**

L'Anse Creuse Public Schools (the "District") and TPOAM – Transportation (the "Employees"), hereby agree to the following Letter of Agreement.

**RE: Additional Classification  
Bus Medical Aides**

The following language will be added to the contract language:

Effective August 20, 2018, the classification of Bus Medical Aides will be added to the Bargaining Unit.

Job Description: Employees hired to assist Bus Drivers with the medical needs of students during transportation to and from school. Bus Medical Aides will assist with loading and unloading, and specialized medical care and attention that is required to ensure safe transportation of students.

For coverage purposes, Bus Medical Aides will be cross trained in all areas of need for transporting as dictated by either an IEP or 504 of students. The District will provide training that includes, but is not limited to the following: EPI Pen, Diastat, injections, CPR, The Heimlich maneuver, wheel chair, harness, car seat hookups and proper restraint of students.

Fringe Benefits, including PTO, Holiday, Longevity, and insurance will be the same as currently offered to Bus Drivers.

Four (4) hour minimum, pay scale as follows:

	Hourly
Step 1	\$12.00
Step 2	\$12.40
Step 3	\$12.85
Step 4	\$13.35
Step 5	\$13.90

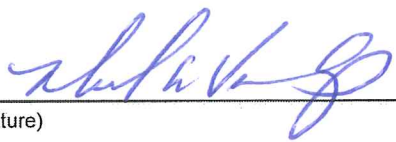
**LETTER OF AGREEMENT #3**

**RE: Additional Classification  
Bus Medical Aides (continued)**


The District will decide where aides are placed. Due to differences in times of runs, Bus Medical Aides may need to flex for punch in/out. The times will not flex more than five tenths (.5), in the morning or in the afternoon, from the original posted start and end times.

This agreement expires on August, 31, 2019, which is the end of the current contract.

**L'Anse Creuse Public Schools:**

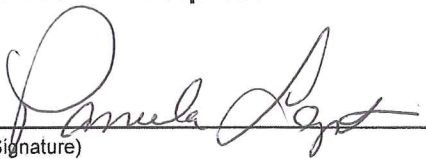
  
\_\_\_\_\_  
(Signature)

01/28/18  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Signature)

08.28.18  
\_\_\_\_\_  
(Date)

**TPOAM – Transportation:**

  
\_\_\_\_\_  
(Signature)

8/28/18  
\_\_\_\_\_  
(Date)

  
\_\_\_\_\_  
(Signature)

8/28/18  
\_\_\_\_\_  
(Date)