

# **Whitehall Vikings**

**Master Agreement Between  
Whitehall Educational Support  
Personnel Association and  
Whitehall District Schools**



**2016-2017**

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## **AGREEMENT**

This Agreement is between the Whitehall District Schools, a state agency (hereinafter referred to as the "Employer"), and the Whitehall District Schools Bus Drivers and Maintenance Personnel, Whitehall Educational Support Personnel Association, MEA-NEA (hereinafter referred to as the "Union").

## **PURPOSE AND INTENT**

The general purpose of the Agreement is to set forth terms and conditions of employment to promote orderly and peaceful labor relations for the mutual benefit of the UNION and EMPLOYER, through cooperative effort by said parties and their respective bargaining representatives, which is hereby encouraged to the fullest degree of friendly relations.

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 in the best interest of students and the total school program in the application of this Agreement, and in each of the provisions of this contract such intention shall be implied.

## **ARTICLE I** **RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, as amended, herein referred to as the "Act", the Employer does hereby recognize the Whitehall Educational Support Personnel Association MEA-NEA, to be the exclusive representative of all full-time and part-time bus drivers, food service drivers, maintenance personnel, and transportation mechanics as certified, excluding all office clerical, supervisors, as defined in the Act, substitutes, and all others for purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

The conduct of school administration, management and operation of its properties and facilities and the direction of its working force are vested in the Employer.

Except as otherwise restricted or modified in the Agreement, or by the Act, the foregoing functions are recognized to include, among others, the right to hire, promote or demote; to transfer and discharge; to layoff for sufficient reasons; to retire employees in accordance with Board Policy 3070, A., revised 5/82; to determine schedule of hours of work and school term; and to make and enforce reasonable rules and regulations to promote safety, efficiency, discipline, order and protection of the Employer's employees, operations, and property from injury, damage or other loss from any source.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and only to the extent such specific and express terms are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.



**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

- A. It is the intent of the parties to this Agreement to prevent grievances and to settle any that may occur as fairly and promptly as practical. The time limits required at all steps are important in resolving problems or carrying out the Grievance Procedure. It is understood by both the Union and Employer that when an employee does not advance a problem or grievance to the next step within the specified time limit the problem or grievance has been resolved. Failure of the Employer to answer within the time limits shall be deemed a denial of the grievance and it may then be appealed to the next step.
- B. A grievance is any dispute, controversy or difference between the Union and Employer with respect to the meaning, interpretation or application of any specific article or section of this Agreement or any terms or provisions thereof.
- C. Grievances shall be presented to the Employer during the daytime hours of 8:30 a.m. to 4:30 p.m., on Monday through Friday.
- D. Grievances will be processed in the following manner and within the stated time limits:
1. Step One  
  
An employee with a problem or grievance shall discuss it with the immediate supervisor within seven (7) working days following the day on which the event first occurred; the steward may be present. In cases involving loss of wages, may be presented within eleven (11) working days following date of such loss with the objective of solving the matter informally.
  2. Step Two  
  
If the matter is not resolved to the satisfaction of the employee at Step One, the steward shall submit the grievance in writing to the immediate supervisor on approved grievance forms within ten (10) working days after the informal meeting. The immediate supervisor shall give a written reply to the grievance within ten (10) working days. The written grievance shall contain the following:

- a) It should be signed by the grievancer(s) or the Union.
- b) It should contain the facts giving rise to the alleged violation.
- c) It should specify the section or sub-sections of the Agreement alleged to have been violated.
- d) It should contain the date of the alleged violation.
- e) It should specify the relief sought.

3. Step Three

If the matter is not resolved to the satisfaction of the employee at Step Two, the grievance shall be reviewed by the Union's Grievance Committee. If the Union or the employee wish to carry the matter further, the grievance shall be submitted to the superintendent or a designated representative within the ten (10) working days following the immediate supervisor's reply. The superintendent or a designated representative shall give a written reply to the grievance within ten (10) working days.

4. Step Four

Within fifteen (15) days from receipt of the written grievance by the Board, the Board or a Board Review Committee established by the Board, shall meet with the Association's Grievance Chairperson, and/or the grievant(s) for the purpose of arriving at a mutually satisfactory solution to the grievance. A written decision of the Board or Board Review Committee shall be rendered to all principal parties concerned within five (5) days following the meeting of the Board Review Committee.

5. Step Five

If the decision of the Board of Education is not acceptable to the Union, then the Union may, within thirty (30) days of the date of the decision, make a written request to the Board (by delivery to the Secretary of the Board) for arbitration of the grievance, providing such grievance relates to the application or interpretation of this Agreement or disciplinary matter.

- a) After receipt of the Union's request for arbitration, the Employer and the Union shall meet within seven (7) calendar days after the date of receipt of the notice from the Union, in an

attempt to make one last effort to resolve the issue. If they are unable to resolve the dispute at that point, the Union may file at the appropriate office of the American Arbitration Association a formal demand for arbitration provided said dispute involves an alleged violation of a specified article and/or section of this Agreement.

If the Union fails to exercise the privilege of arbitration within a ten (10) workday period following the "last effort" attempt to resolve the dispute, then the grievance shall be deemed resolved.

If the parties are unable to agree upon an arbitrator, (experienced and knowledgeable in school administration and financing) the arbitrator shall be appointed by the American Arbitration Association.

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue a decision not later than twenty (20) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

Hearings shall be held at Whitehall, Michigan, in accordance with the rules of the American Arbitration Association.

b) The powers of the Arbitrator are expressly limited as follows:

- 1) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- 2) The arbitrator shall have no power to establish salary scales or change any existing salary schedules.
- 3) The arbitrator shall have no power to hear or decide issues other than the one expressly disclosed in the original grievance.
- 4) The arbitrator's authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, or any other national or state laws. The arbitrator shall not usurp the



functions of the Board of Education or the proper exercise of its judgment and discretion under law and this Agreement.

- 5) The Arbitrator shall have no power to hear or decide any matter properly within the jurisdiction of any other state agency.
  - 6) The decision of the arbitrator shall be final and binding if within the scope of the arbitrator's authority.
  - 7) The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. Either party may demand that the evidence and proceedings shall be stenographically reported and the cost thereof and all other expenses shall be borne by the party incurring them, including their own witnesses, provided they furnish the arbitrator and the other party copies of the evidence and proceedings.
  - 8) No party, other than the Union, may invoke the arbitration request or process.
- c) An employee may present a grievance to the Employer and have the grievance adjusted, without intervention of the Union or its bargaining representative, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given as opportunity to have representation present at such adjustment.

**ARTICLE V**  
**REPRIMANDS & DISCHARGES**

- A. The employer reserves the right to reprimand an employee whose conduct and work performance is unsatisfactory. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be progressive in nature, except in cases such as theft, possession of illegal drugs, intoxicants, and reckless disregard of self or others while on duty. A copy of the written disciplinary action given the employee will be given the Union according to the terms of this contract. Any complaint made against employees shall be promptly called to his/her attention and a corrective procedure given to the employee.
  
- B. Employees shall be notified in writing if they are reprimanded of any subject matter which may be construed as detrimental to the employee's job security or future promotion or transfer, and on all matters which will become part of the employee's personnel record.
  
- C. In the event the Employer does take disciplinary action, the employee shall receive a written statement of the disciplinary action within three (3) work days of the initiation of the disciplinary action. In all events of dismissal action the Employer shall send a copy of the Employer's statement to both the Union President and employee.
  
- D. No employee shall be disciplined, up to and including discharge, without just cause. Discipline, up to and including discharge of a probationary employee shall not be subject to this provision.
  
- E. In the event an employee is discharged:
  - 1. The discharged employee shall have the right to meet with the steward before the employee is required to leave the property of the Employer.
  - 2. Upon request, the Employer or a designated representative, will discuss the discharge with the employee and the steward.
  - 3. Should the discharged employee consider the discharge to be improper, a complaint shall be presented in writing to the Employer within two (2) regularly scheduled working days of the employee's receipt of the written

specific grounds for discharge. The Employer's designated representative will review the discharge and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Employee, the matter shall be referred to Step Three of the Grievance Procedures.

- F. Prior to taking disciplinary action toward an employee, the Employer will hold a conference with the affected employee and a representative of the Union (i.e. union steward, alternate, or union representative) of the employee's choice.

**ARTICLE VI**  
**SENIORITY, LAYOFF, AND RECALL**

A. Probationary Employees

1. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. The working day's probationary period shall be accumulated within not more than one (1) year. When an employee completes the probationary period, the employee shall be entered on the seniority list of the unit as of the date of the position is awarded. There shall be no seniority among probationary employees.
2. Probationary employees shall be subject to this agreement in respect to rates of pay, wages, hours of employment and other conditions of employment. A probationary employee may be discharged, disciplined, transferred, laid off for any reasons other than lawful union activity without recourse to the Grievance Procedure.

B. Application of Seniority.

1. Seniority shall be on a departmental basis, in accordance with the employee's last date of hire.
2. Seniority preference shall be granted to employees within their department, willing and able to work a regular full schedule, and to bus drivers willing and able to work a full morning and afternoon regular schedule (noon runs shall qualify as a morning or afternoon schedule). No present or future employee shall be hired, re-hired or transferred who cannot work the regular schedule as above defined.
3. All present employees who are now employed by the Whitehall District Schools who work less than the regular schedule shall be considered a regular employee so long as there is no change in their present status.
4. If regular employees are not available, substitutes may be used.
5. When an employee is awarded a position, the employee shall be provided with a packet outlining the benefits for which the employee is eligible.

Upon successful completion of the probationary period, the employee will return the benefits application to the business office for processing.

C. Seniority Lists.

1. Seniority shall not be affected by race, sex, marital status, age, physical characteristics or dependents of the employee.
2. The seniority list on the date of this Agreement will show the names and job titles of all employees of each department.
  - a) bus drivers
  - b) maintenance personnel/grounds keeper
  - c) transportation mechanics
3. The Employer shall furnish the Union President with any changes of the seniority list monthly.

D. Loss of Seniority.

An employee shall lose seniority for the following reasons:

1. The employee quits.
2. When a bus driver is unable to perform the responsibility of the classification due to a change in primary employment, the employee shall maintain but not accumulate seniority for the purpose of bidding on a vacancy in the department for which the employee is qualified for a period of one (1) year.
3. The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
4. The employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at the last known address appearing in the Employer's records that the employee has lost seniority, and employment has been terminated. In proper cases, exceptions may be made.
5. If the employee does not return to work when recalled from layoff as set forth in the recall procedure.
6. Return from sick leave and leaves of absence will be treated the same as four (4) above.

E. Seniority of Stewards.

Notwithstanding their positions on the seniority list, stewards in the event of a layoff of any type shall be continued at work as long as there is a job in their department for which they qualify and shall be recalled to work in the event of a layoff on the first open job in their department for which they qualify. This provision shall apply only during the steward's term of office. Once the person leaves the office, he/she shall return to his/her original position on the seniority and/or layoff list.

F. Seniority of Officers.

Notwithstanding their position on the seniority list, the president, vice president, financial secretary and recording secretary of the local unit in the event of layoff shall be continued at work as long as there is a job in their department for which they qualify. This provision shall apply only during the officer's term of office. Once the person leaves the office and serves no longer in any officer capacity, he/she shall return to his/her original position on the seniority and/or layoff list.

G. Layoff Defined

1. The word "layoff" means a reduction in the working force. It is hereby specifically recognized that it is within the sole discretion of the board to reduce its program and/or staff and that the procedures set forth in this Article shall be used in laying off personnel.
2. If it becomes necessary for a layoff, the following procedures will be mandatory in each department.
  - a) Probationary employees will be laid off first, and then,
  - b) Employees with the least seniority within their department will be the next to be laid off.
3. Employees to be laid off for an indefinite period of time will have at least twenty-one (21) calendar days notice of layoff except in cases of impossibility because of emergency to do so. The local unit president shall be issued a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

H. School Year Layoffs/Reductions/Restructuring Procedure

1. The Employer shall select the position(s), if any, to be eliminated.

The least senior employees shall be laid off, if necessary. Those employees whose positions have been eliminated shall select positions on a seniority basis from those vacated by the layoff, or restructuring.

#### Summer Layoff/Reductions/Restructuring Procedure

Should a reduction in hours or position(s) or a restructuring of positions maintenance employee(s) occur, a job auction shall be held. Where there has been a reduction in posted hours and/or benefits, elimination of a position, or a significant change in working conditions (i.e. shift change), all the employees from the most senior employee to the least senior employee shall have the right, on a seniority basis, to select any position held by a less senior employee. When all positions are filled, any remaining persons shall be laid off. This procedure shall also be used during the summer following a school year layoff. Meeting dates shall be set prior to the end of each school year. The Association president shall be notified by June 1. Permanent assignment shall not be awarded until all bumping has taken place.

2. Any displaced employee not present at the job auction shall give his/her proxy to another employee or waive his/her right to bump and may be placed by the Employer in any vacant position for which they possess the qualifications to perform in the position.

#### I. Recall Procedures.

When the working force is increased after a layoff, employees will be recalled in reverse order of layoff. Notice of recall shall be sent to the employee at the last known address appearing in the Employer's records by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, the employee shall be considered a quit.

**ARTICLE VII**  
**ASSIGNMENTS AND VACANCIES**

A. Shift Preference.

Shift preference shall be based on seniority and the ability of the employee to perform the necessary requirements for the shift.

B. Assignment of bus routes.

Assignment of bus routes shall be based on seniority and the ability of the employee to perform the necessary requirements for the assignment.

C. Posting and Bidding Procedure.

1. A vacancy shall be defined as any previously filled position or newly created position the district intends to fill.
2. If a vacancy in a previously filled position is going to be filled, it shall be posted within fifteen (15) working days of the position being vacated. Vacancies will be posted for a period of seven (7) working days. In the event that the position is not posted in the above timelines, the Association president will be notified in writing as soon as possible, but in no case longer than fifteen (15) days of the rationale of the delay.
3. Bidding. Any bargaining unit member may sign the posting during the seven (7) days period.
4. The District declares its support of a policy of promotion from within its own staff, including promotion to supervisory and executive levels, providing the employee has the necessary qualifications. In filling a vacancy, consideration will be given to all applicants. Seniority in the classification shall be the determining factor if two or more employees are equally qualified. The district reserves the right to hire the best-qualified person, be that a current employee or a new hire.
5. An employee awarded a change in position shall serve a trial period in the new position. During the trial period the employee may decide to return to his/her former position. Trial periods will be for a period of three (3) working days unless a different period is mutually agreed upon between the supervisor and the affected employee.



6. The position shall be awarded or denied within seven (7) working days after the posting period.

D. Emergency Situation.

1. In the event an employee is unable to perform the regular duties due to an emergency situation, if the employer chooses to fill the position, the employer shall fill the position on a temporary basis until the employee returns to the position or vacates the position. Upon completion of employment equal to the probationary period in a position as a temporary employee, the employee shall be considered a bargaining unit member.
2. Supervisor and employees not covered in the bargaining unit shall not perform work which is normally performed by employees in the bargaining unit except in an emergency or when there are no employees in the bargaining unit reasonably available.

E. Transfers.

If an employee is transferred to a position under the employer not included in the local unit, and is thereafter transferred again to a position within the local unit, the employee shall have accumulated seniority while working in the position to which the employee was transferred. Employees returning to the local unit under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.

**ARTICLE VIII  
COMPENSATION**

A. 1. Wages.

<b>Transportation Class</b>	<b>Level 1(yr 1)</b>	<b>Level 2 (yr 2-3)</b>	<b>Level 3 (yr 4+)</b>
Bus Driver	13.60	13.75	14.25
Sp. Ed. Route	14.10	14.25	14.75
Maintenance Class			
Lead Maintenance	16.50	18.50	20.25
Maintenance	12	14	16 (19.65 for employees hired prior to 1/1/2013)
Grounds	10	11	12
Mechanic	12	14	16
Mandatory Meeting Wage: \$10.10			

2. Advancement. Employees will advance to the next level of the salary schedule on July 1<sup>st</sup>, after a length of service indicated at their level of pay and upon receipt of an effective evaluation.
3. An incoming employee may be placed at a level which is mutually agreeable to the employee and the District. The level placement cannot exceed the actual years of experience. The employee shall sign a statement waiving rights to any subsequent reconsideration of level placement.

B. Bus drivers assigned an Elementary and Secondary run will be paid a minimum of two (2) hours. Bus drivers will be guaranteed one (1) hour of pay at the regular rate for an individual run.

C. Emergency Closing of School.

1. For bus drivers: If school is closed due to an emergency situation bus drivers will not be paid. Any days rescheduled will be paid. Days shall be rescheduled only if needed for the purposes of state aid. If employee reports to work prior to notice of school closing they will be paid for two hours.

2. All Others: If an employee reports to work and is sent home thereafter, the employee shall receive a minimum of four (4) hours work or four (4) hours pay.
3. If an employee refuses work so offered, the employee shall receive no pay.

D. Field Trips.

1. Field trips are those runs outside of the regular bus run schedule, and may be assigned by the bus supervisor on a rotating basis among all drivers who sign up for field trips at the beginning of each school year, provided they are initially qualified for the trip and can adequately handle same in the opinion of the bus supervisor. In the event that the supervisor does not feel a driver can adequately handle a trip, reasons will be documented and will be subject to the grievance procedure. For the purpose of rotation, a list shall be posted at the beginning of each school year of those employees who have signed up for field trips in seniority order (most senior employee being first) and rotated thereafter. Bus drivers who refuse or are not available for field trips shall be charged with the trip. The Board will maintain two (2) trip boards as in previous years, one for regular field trips, and one for other trips.
2. Bus Drivers will be guaranteed one (1) hour of pay at the regular rate for field trips.
3. If a field trip is canceled with less than one (1) hour notice, the assigned driver shall be paid two (2) hours at the regular rate if that driver is unable to drive their regular route because of the cancelled trip or it is not during regular route time.
4. Drivers who have been assigned a field trip during their regular run and the field trip is canceled with one (1) or more hours notice shall be eligible to take their regular run.
5. If a field trip is canceled, the driver shall be eligible for the next field trip.
6. To the extent possible, all field trips will be posted five (5) days in advance. Bus drivers are responsible to sign any trips that they are available to drive. Trips shall be awarded seventy-two (72) hours prior to the starting time of the field trip.
7. If there are emergency trips that are posted with less than the seventy-two (72) hour award time, the Supervisor or the supervisor's designee will call the next driver on the rotation until the trip is filled.

8. If a bus driver is not available for a field trip because the driver is on vacation, illness or an appointment for a professional or health reason, the driver will not be charged with a refusal on the trip board but may take a "line". A line is defined as a continuation, not a yes or a no. If a driver signs for a trip on one board and is in the rotation for a trip on another board that conflicts with the trip they had signed for, they will receive a line.
  9. If a driver removes their name from a trip, for any reason, after the seventy-two (72) hour award time, the driver will lose their next turn in rotation. The Supervisor or the supervisor's designee shall place an "X" on the trip board for any loss in rotation.
  10. If a driver does not sign for a field trip within the stated time, the Supervisor may select a driver by seniority, or if no regular driver is available, a substitute driver may be used.
  11. Summer Field Trips  
Before the school year ends, the Supervisor will post a list of all drivers by seniority. Drivers will indicate their availability for field trips and fill out contact information.  
  
Trips will be posted on Monday for the following week. The drivers are responsible each Monday for signing any trips that they are available to drive. The Supervisor will call drivers on Tuesday and award trips.  
  
If there are emergency trips that were not posted on Monday, the Supervisor will call the next driver on the rotation until the trip is filled.  
  
Drivers may sign or not sign trips at their discretion, without penalty.
  12. Drivers taking Heartland Health Care field trips will be paid at the Special Education Rate.
  13. Trips going out the first week of school with times that are during the regular scheduled runs, will be driven by a sub driver.
- E. If an employee is required to stay overnight, the Employer shall provide for the lodging. Such lodging shall be at least a private room and the Employer shall pay a pre-approved amount for such room (including applicable taxes) upon receipt of an invoice approved by the transportation supervisor.

F. Meal Allowance.

The Employer shall provide a meal allowance as follows:

Breakfast	\$7.50
Lunch	\$10.00
Dinner	\$12.50

Meal allowance shall apply to all field trips with a duration of six (6) hours or more, or when the run time and trip time combined is six (6) or more consecutive hours, provided that only one meal will be paid for each six (6) hours of trip time. Meals must be taken within the time frame of the trip. The employee shall turn in to the Employer paid receipts for reimbursement when they have accumulated a minimum of \$20.00 in receipts. Lesser amounts may be turned in for reimbursement during the final week of the student's school year. In no way shall this section interfere with the field trips. If the time between the run and field trip is (15) fifteen minutes or less, it will be considered to be consecutive hours for the purpose of this section.

G. Shuttles

Shuttles will be posted at the beginning of each year, or when they become known. They will be posted individually (a.m., noon, or p.m.), or in a combination with other shuttles if the times are continuous. A shuttle may be assigned to a run without being posted only if it is immediately before or after the run and does not increase the run time over one (1) hour for a single run and two (2) hours for a double run. Shuttles that occur during the normal a.m. or p.m. routes will be posted as a route. All shuttles will be awarded to the highest seniority driver signing the posting provided that the shuttle when combined with the other regular hours worked will not exceed eight (8) hours.

Any consistent transportation of students from one location to another that is not considered a field trip or regular route, shall be considered a shuttle.

H. The Employer agrees to pay the cost of the operator's license including the CDL and any endorsements necessary for the purpose of qualifying as a bus driver.

- I. Bus drivers shall be paid at the regular rate for a maximum of three (3) hours per year for compiling the student list and redrawing the route maps. If there are changes to routes during the school year, additional time shall be paid to the drivers to redraw maps if the supervisor requests that the maps be redrawn.
  
- J. Each driver assigned to four or fewer regular runs per day will be paid an additional fifteen (15) minutes per day for pre-tripping, cleaning, and fueling the bus. Drivers assigned additional runs or field trips that require pre-tripping will be paid an additional five (5) minutes per run or trip.
  
- K. Any maintenance personnel called in after regular work hours on an emergency basis will be paid a minimum of two (2) hours pay.
  
- L. Drivers required to perform work normally performed by a higher paid classification will receive the hourly rate of pay for the other classification while doing such work.

**ARTICLE IX**  
**WORKING HOURS**

A. Bus drivers.

1. A regular driver will be defined as a driver who bids on and receives a regular run.
2. Regular bus runs shall consist of picking up and delivering of students along an established route to and from school, as may be established or changed by the Employer as in its judgment and discretion seems desirable or necessary.
3. Prior to the start of each school year bus drivers shall be advised of all routes listed and of their approximate length. All runs shall be posted, setting forth the route as listed and the approximate length. The posting shall include detailed information (i.e. route maps including stops, projected times for route/run or shuttle and student lists as known) for each route/run and shuttle. Bus drivers shall be permitted to select them on a seniority basis two weeks prior to the start of school, provided however, a driver after being on the run cannot adequately handle the same, such driver shall either be disqualified for the assignment or be removed therefrom. The regular posting procedure shall be used when vacancies or new runs exist during the school year.
4. After the initial adjustment, any route or shuttle that increases time by fifteen (15) minutes or more or the route or shuttle time would result in a change in benefit eligibility for any driver, said route or shuttle will be posted and bid on by seniority. Any driver that is decreased in time by fifteen (15) minutes or more, or whose decrease in time causes a loss of benefits, may bump a less senior driver to recover their lost time.
5. Employees who are unable to report to work at the assigned starting time must notify the bus supervisor, the assistant superintendent for business, or the business office prior to the employee's assigned starting time.

B. Maintenance Personnel

1. The regular full working day shall consist of eight (8) working hours per day.

2. The regular full working week shall consist of forty (40) hours excepting Sunday. This schedule shall be set by the supervisor. In the case of inclement weather, the schedule may be adjusted with short notice. Whenever possible, notice of potential hazardous weather or schedule change will be provided.
  4. Employees shall be entitled to a one-half (1/2) hour lunch period for which they will not be paid.
  5. Employees may take a "break" in the first half and second half of their shift. Such break shall be for fifteen (15) minutes.
  6. Employees who are unable to report for work at the assigned starting time must notify the maintenance supervisor or the business office prior to the employee's assigned starting time.
- C. Bus drivers and maintenance employees shall attend and be paid for attending mandatory meetings (including IEPC meetings when their presence is required) when called by the Employer. Compensation shall be at the hourly meeting rate. Attendance at meetings is mandatory unless the absence is pre-approved by the supervisor or the meeting is posted as voluntary. The Employer will give five (5) working days notice of the meeting unless it is an emergency situation.
- D. Compensatory time may be given instead of overtime pay if agreeable to the employee. Such time shall be at time and one half. Compensatory time to be used within the year accrued.



## **ARTICLE X OVERTIME**

Overtime shall be paid to all employees as follows:

- A. Time and one-half will be paid as follows:
  - 1. For all actual hours worked over forty (40) hours per week beginning with Monday. No paid days off (non-working days) will be factored into the forty (40) hours for overtime pay. The parties agree to follow the minimum requirements of the law.
  
- B. Double time will be paid as follows:
  - 1. For all hours worked on Sunday.
  - 2. For all hours worked on holidays defined in this Agreement.
  
- C. In the event that maintenance overtime services are required, the opportunity for overtime shall be shared between employees with the goal of equalizing hours between those employees who are qualified and willing to work the hours.
  
- D. Regular drivers who wish to substitute shall be selected as follows:
  - 1. For high school runs, substitute drivers will be selected on the basis of a seniority from drivers not having a high school run.
  - 2. For special education, vocational education (tech run), and kindergarten runs, substitute drivers will be selected on a seniority basis at the beginning of each school year and will serve as the permanent substitute driver for the school year for the run selected.
  - 3. In the event a permanent kindergarten substitute driver is not available for a run, the substitute will be selected on a seniority basis from the other permanent kindergarten substitute drivers.
  - 4. In the event a permanent special education substitute driver is not available, the substitute will be selected on a seniority basis from the other permanent special education substitute drivers.
  - 5. In the event a permanent vocational education (tech run) substitute driver is not available, the substitute will be selected on a seniority basis from the other permanent vocational education substitute drivers.

**ARTICLE XI**  
**HOLIDAYS**

- A. Bus drivers shall be paid their current rate of pay based upon their assigned regular runs for the following holidays:

Independence Day for year-round drivers  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Years Eve  
New Year's Day  
Memorial Day  
Labor Day

- B. Maintenance Personnel with seniority shall be paid their current rate of pay based upon their current assigned hours per day for the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Day After Independence Day  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Years Eve

- C. Holidays falling on Sunday will be observed on Monday. Holidays falling on Saturday will be observed on Friday by the above employees who work a normal Monday through Friday schedule. Those working a Tuesday through Saturday schedule will observe the holiday on Saturday.

- D. Holidays shall only be paid to employees who are actively working or are on paid leave from the school district.

## **ARTICLE XII**

### **VACATION**

#### A. Vacation Period.

Half-time employees to be pro-rated after one (1) year employment; a twelve-month bus driver will receive the same vacation schedule set forth in Section C below. A twelve-month employee is an employee that works twelve months per year at least 20 days per month. For drivers, only years of service as twelve month drivers will count toward vacation credit. A driver who drives both special education and regular runs during the course of the calendar year shall be paid a composite rate for the vacation period. The composite rate shall be based on the amount of time spent driving in each category.

Employees other than bus drivers shall be entitled to the following vacation time and vacation pay:

1. Two weeks per year from 1 year through 6 full years.
2. Three weeks per year from the beginning of the 7th year through the 12th full year.
3. Four weeks per year from the beginning of the 13th year and over.

#### B. Vacation Pay.

Vacation pay shall be based on the employee's regularly scheduled hours and paid at the regular rate of pay for each week of vacation.

#### C. Vacation Schedule

1. Summer vacations shall be scheduled between June 15th and August 15th of each year. Employees may take vacation days during spring break and/or Christmas break. Vacation preference shall be granted on the basis of seniority and the schedule of vacations shall be completed by May 15th of each year.

Vacation may be used at other times of the year, provided it is approved by the superintendent of schools or the department supervisor.

2. The number of employees taking vacation on the same day or days shall be determined in accordance with the needs of the system.
3. Vacations will be taken in a period of consecutive days.
4. When a holiday is observed by the employee during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
5. If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from his vacation the following year.
6. Maintenance personnel and transportation mechanics shall schedule vacations, in writing, with their respective supervisors two (2) weeks in advance. Approval is at the discretion of the supervisors.

## **ARTICLE XIII**

### **LEAVES**

#### **A. Sick Leave**

1. Maintenance employees will receive six (6) paid sick days, to be granted July 1<sup>st</sup> of each year, accumulative to two hundred twenty (220) days for employees other than bus drivers.
2. Bus Drivers will receive four (4) paid sick days, to be granted July 1<sup>st</sup> of each year, accumulative to one hundred forty (140) days without loss of pay. Except a twelve (12) month special education bus driver will be allowed to accumulate to two hundred twenty (220) days. Up to three (3) of the annually granted sick leave (excluding personal leave) may be used for snow day pay. Accumulated sick leave is not eligible to be used for snow day pay.
3. All employees may use sick leave without loss of pay for personal illness. Up to ten (10) days per year may be used for illness to a member of the immediate family, or for paternity leave. Additional days may be requested through the Superintendent for extenuating circumstances. Immediate family shall be defined as: spouse, children, or parents. Sick leave without loss of pay may be used for medical or dental appointments of the employee. Absences over and above accumulated sick leave days shall result in loss of pay for each day.
4. The employer reserves the right to require verification of sickness where the record indicates possible abuse of the provision.
5. Upon severance of employment as a result of death or retirement, or after ten (10) years of service or disability retirement under social security standards, the Employer agrees to pay the employee or to the employee's beneficiary one-half (1/2) of the accumulated sick leave computed at the employee's prevailing rate, not exceeding one thousand four hundred dollars (\$1,400) to be direct deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account of each eligible employee's choice, except that no contribution shall cause an employee to exceed the limitations of section 415 (c) of the Internal Revenue Code. Contributions that exceed the section 415(c) limitations shall be deposited for each affected employee in the following calendar year and in each subsequent year until all amounts due have been deposited by the employer. However, no employer contributions may be deposited in any year that is later than the fifth calendar following the year in which the employee

terminates employment with the school district. The 403(b) policy (and the 403(b) plan document, if any, shall provide that all employees are eligible to retire from the school district for the purpose of the district's 403(b) plan and hence may withdraw 403(b) contributions at any time before or after termination of employment to the extent allowable by the Internal Revenue Code.

B. Funeral Leave.

All employees shall receive funeral leave with pay not to be deducted from sick leave in the case of a death as follows:

1. Immediate family (spouse, child, stepchild, mother, father, sister, brother, step-mother, step-father, grandparents, and grand children), up to five (5) working days per occurrence.
2. Near relative (mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and foster children), three (3) working days.
3. Should additional time off be required due to extenuating circumstances such as, but not limited to, the employee's close relationship with the deceased or traveling distance, the employee shall be given the time off to be deducted from sick leave. If the employee has insufficient sick leave accrued he/she will be given time off without pay.

C. Leave of Absence.

1. Leaves of absence without pay not to exceed one (1) year will be granted without loss of seniority for:
  - a) Maternity leave.
  - b) Illness leave (personal).
  - c) Prolonged illness in immediate family (spouse or child).
  - d) One member of the union elected to attend a function of the MEA or NEA, such as conventions or educational conferences shall be allowed time off without pay for a period not to exceed one week to attend such conferences and/or conventions.

2. The Union President shall be allowed time off without pay to attend regular monthly chapter or local meetings that are scheduled during working hours.
3. Employees shall retain but not accrue seniority while on leaves of absence in accordance with this section and shall be returned to the position they held at the time the leave was granted.
4. At the beginning of each work year, the Union shall be credited with five (5) working days to be used by employees who are officers of the Union, such use to be at the discretion of the Union. The Union shall pay the cost of the substitute.

D. Personal Leave

Two (2) days personal leave will be allowed to each non-probationary employee provided they are working or on paid leave. All personal leaves must be approved, in advance, by the department supervisor. This provision for personal leave is not to be used for the pursuit of other gainful employment. No personal leave days shall be taken on any day immediately preceding or immediately following a vacation period, except in a case of necessity, when reasonably demonstrated for approval. Bus drivers, maintenance personnel and transportation mechanics will accumulate their regular daily hours times two (2).

- E. All leaves for bus drivers must be taken in increments of A.M. runs/P.M. runs/Kindergarten runs. Drivers with accumulated paid leave will have preference for approval of leave time prior to any unpaid leaves which may, or may not, be granted at the supervisor's discretion.

F. Family and Medical Leave Act

Employees meeting the eligibility criteria under the Family Medical leave Act (FMLA) shall be eligible for up to twelve (12) weeks of unpaid leave for the following reasons:

1. Incapacity due to pregnancy, prenatal care or childbirth;
2. to care for the employee's child after birth, or placement for adoption or foster care;
3. to care for the employee's spouse, child, or a parent who has a serious health condition;
4. for a serious health condition that renders the employee unable to work;

5. to fulfill military family leave commitments (including up to 26 weeks of military exigency leave).

The Employer shall continue all health insurance benefits during Family and Medical leave. Such leave may be taken on an intermittent or reduced schedule basis when medically necessary. Upon return from leave, the employee shall be returned to the position held at the beginning of the leave or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, should the employee's original position no longer exist.

It is the intent of the parties to this Agreement to comply with the provisions of the Act, not to enhance any such provisions.



**ARTICLE XIV**  
**MISCELLANEOUS**

A. Jury Duty.

An employee who serves on jury duty will be paid the difference between the pay for jury duty and the employee's regular pay. Moneys received from the court for expenses shall not count as pay if the employee appears for jury duty and is excused prior to noon.

Any employee selected to serve on a jury will not be required to report to work that day.

B. Veterans.

All State and Federal Laws applicable to the employment of veterans will apply.

C. Temporary, Irregular and Substitute Employees.

1. A temporary irregular employee is one who does not work a regular scheduled shift. Such employees shall not work in excess of twelve (12) hours per week except those persons under Federal Programs or except during periods of the year when schools, colleges or universities are not in session. In no case will temporary employees be employed on a full-time basis in excess of one hundred and twenty (120) days. Nor shall they be used to deprive regular employees of benefits contained in this Agreement.

2. Substitute Employees.

A substitute employee is one who is used on an intermittent call-in basis only, to fill in for employees on a daily basis due to absence caused by vacation, sickness or call-ins and shall not be regularly assigned. It is expressly understood that a substitute shall not be used to replace, displace, or take the place of regular employment when other regular employees are available. Further they shall not be covered by this Agreement; nor shall they acquire seniority, except they shall receive the starting rate of the position they are performing.

### 3. Temporary Regular Employees

A temporary regular employee is an employee who fills a position for a bargaining unit member who is on an extended leave of absence or vacation of thirty (30) days or more. When the district becomes aware of a temporary position of thirty (30) days or more, it will be posted and awarded to the most senior qualified bargaining unit member who applies; if no bargaining unit member applies, it may be filled from outside the bargaining unit. When the employee returns from the leave of absence, he/she shall return to his/her original position. A person who is employed as a regular temporary employee who serves for sixty (60) continuous working days or more in one position will be considered to have served his/her probationary period. If the School District decides to hire him/her in the same classification, the time spent as a temporary regular employee will count toward seniority.

#### D. Computation of Back Wages.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate.

#### E. On-The-Job Injury.

Each employee will be covered by applicable Workmen's Compensation Laws and the Employer further agrees that any employee being eligible for Workmen's Compensation will receive, in addition to Workmen's Compensation income, an amount to be deducted from the employees' sick leave sufficient to make up the difference between Workmen's Compensation and regular take-home pay until the employee returns to work or sick leave is used up.

#### F. Computation of Payroll.

Payroll shall be computed from 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday. Payroll shall be computed in a timely manner and paid on the 6<sup>th</sup> and 21<sup>st</sup> of each month. If the 6<sup>th</sup> or 21<sup>st</sup> fall on a Saturday or Sunday, the pay shall be on Friday prior to the weekend.

G. Strike Prohibition.

During the term of this Agreement, neither the Union, nor any of its members, nor any person acting on their behalf, shall cause, authorize, support or take part in any strike, (i.e., the concerted failure to report for duty, the stoppage of work, or abstinence in whole or in part from the full, faithful and proper performance of such employee's duties of employment) for any purpose whatsoever and shall not support strikes, as above defined, by any other organized or unorganized groups within the system.

H. Agreements Contrary to Law.

If any provision of this Agreement or any application of all or any part of a provision shall be found contrary to law, then such provision, or part thereof, or application thereof, shall be deemed invalid, but other provisions hereof shall continue in full force and effect.

I. Test and Examinations.

The Employer agrees to pay the full cost for TB test, x-rays and examinations if required by the Employer.

J. Non-contributory Retirement.

The Employer shall assume the employee contribution of Michigan School Employees Retirement as provided for non-contributory retirement.

K. Uniforms

1. The Employer shall provide each maintenance helper and transportation helper, with three (3) sets of uniforms (shirts and pants) upon employment. In addition, the Employer shall provide one (1) new uniform (shirt and pants) per school year or as needed. The uniform pant shall be of good quality permanent press material. The uniform shirt will be knit (golf style) or permanent press material which will coordinate with the pants, as determined by the employer. Uniforms must be

worn by all employees during regular working hours, subject to adjustment which might be made for weather conditions.

2. The Employer shall provide one (1) pair of coveralls in September of each year for all transportation and maintenance personnel.

L. School Improvement

1. All matters pertaining to wages, hours, and other terms and conditions of employment, including the negotiation of an agreement on behalf of the employee shall be the sole responsibility of the Whitehall Educational Support Personnel Association (WESPA).

Any plans, strategies, or objectives which conflict with the Master Agreement will require mutual agreement between the WESPA and the Whitehall Board of Education.

2. The WESPA shall approve any and all bargaining unit representatives to any district or building committee formed for the purpose of School Improvement.
3. The participation in the above mentioned plans shall be voluntary on the part of the bargaining unit members.

M. Severance

Any bargaining unit member is eligible for severance subject to the following qualifications:

- a. Must have fifteen (15) years or more of service in the Whitehall District Schools and be retiring from school service.
- b. Cannot be on Social Security, LTD, or Worker's Compensation at the time early retirement is chosen unless this restriction is waived by the Board.
- c. Notification of retirement and written resignation must be received by the Superintendent's Office prior to April 15 of each year for any retirement effective in the same calendar year, unless the April 15<sup>th</sup> restriction is waived by the Board.

The Board shall pay to the bargaining unit member an amount equal to the following for his/her ye<sup>ar</sup>s of service in Whitehall District Schools (not to exceed 30 years)  
Formula: (years of service) times (average annual salary for the previous 3 years) times (.0045) Such amount shall be paid on or before the 1<sup>st</sup> day of the 2<sup>nd</sup> month following the employee's retirement effective date into a 403(b) account in the employee's name.

**ARTICLE XV**  
**INSURANCE**

- A. The Board will contribute the following annual "hard cap" amounts for full-time maintenance staff to be used toward a medical plan option: \$15,525 – full family, \$11,385 – two-person, and \$5,692.50 – single based on the employees eligible selection. Employees choosing a plan that exceeds these "hard caps" will contribute any remaining amount through automatic payroll deduction on a pre-tax basis through a Section 125 Plan. The "hard cap" amounts for each coverage category for the medial benefit plan coverage year will be adjusted at the beginning of the next medial benefit plan coverage year in accordance with statewide increases.

The employer will contribute the difference between the elected "hard cap" and the total premium payment of the subscriber rate to the employees established HSA.

At the employee's request the employer will make an additional contribution to the employee's HSA in an amount not to exceed the plan deductible. This contribution will be repaid in the form of monthly premium contribution from January through August.

If the employee ceases to work or severs their employment insurance will be carried by the district for the remainder of the month. If an employee retires and is eligible for insurance under MPSERS, insurance shall be carried by the District only through the month in which they retire.

- B. Bus drivers will not receive any employer sponsored medical, dental or vision benefits for the 2011-12 school year. The District agrees to pay the minimum required employer contribution for Access Health coverage during the second year of the contract beginning September 2012. This is contingent upon Access Health's acceptance and approval of this group based on their company's eligibility requirements. Bus drivers will not receive any vision, dental or life insurance in either year of this agreement.
- C. In the event an employee is absent because of illness or injury and is eligible for Worker's Compensation, the Employer's contribution will continue to provide the above insurance coverage during the continuation of Worker's Compensation Benefits, but no longer than two (2) years from the date of injury or illness so covered.

- D. In the event that an employee is absent because of illness or injury, the Employer's contribution to the above insurance shall terminate three (3) months after the month in which the employee's leave is used up.
  
- E. The above hospitalization-surgical-medical insurance shall be provided for bus drivers who are willing and able to have the premium deducted from their payroll check.

**ARTICLE XVI**  
**UNION RIGHTS AND RESPONSIBILITIES**

- A. The Employer agrees that it will not discriminate against an employee covered by this Agreement because of their race, creed, religion, color, national origin, age, sex, marital status and physical characteristics or handicap.
  
- B. Nothing contained herein shall be construed to deny or restrict to the employee rights as granted under the Michigan General School laws or applicable State or Federal laws and regulations.
  
- C. Employees may have access to their own personnel files provided:
  - 1. The employee submits a written request at least forty (40) hours in advance, to review the file.
  - 2. The employee may have a union representative present.
  - 3. An employee or a union representative shall review the personnel file while a representative of the administration is present.
  
- D. Employees shall not be prevented from wearing union insignia on or off the school premises.
  
- E. The Union may display union materials in the bus garage within designated areas.
  
- F. Use of school facilities by the Union will be allowed. Scheduling of the facilities will be done through normal school procedures.
  
- G. The Board agrees to furnish the Union upon written request, any information which is available under the Freedom of Information Act. The Union shall pay ten cents (\$.10) a copy for reproduction of materials.
  
- H. Bus drivers shall be responsible for understanding and complying with all provisions of the bus driver manual.



I. The Employer agrees to the employee's rights with respect to hours, wages, terms and conditions of employment conferred by laws of Michigan or the Constitutions of Michigan and the United States.

J. Freedom of Information Act Request (FOIA)

If a FOIA request is made for an employee's personnel file, information specific to an employee, or information specific to the bargaining unit contract, the employee and the Association President will be notified of the request. The District will automatically request the 10-day extension provided under the law for requests for personnel files or information specific to the employee.

**ARTICLE XVII**  
**DURATION OF AGREEMENT**


This agreement shall be effective as of January 1<sup>st</sup>, 2016, and shall continue in effect until the 30<sup>th</sup> day of June 2017. If the District notifies the Association in writing by April 1<sup>st</sup>, 2016, that it intends to combine transportation routes with another area district the contract will be reopened to discuss areas of the contract including, but not limited to, salary and health care.

IN WITNESS WHEREOF, the parties hereto have set their hand this day of


BOARD OF EDUCATION OF  
WHITEHALL DISTRICT SCHOOLS

WHITEHALL DISTRICT SCHOOLS  
BUS DRIVERS & MAINTENANCE  
PERSONNEL, WHITEHALL  
EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION, M EA-N EA:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Secretary

  
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Superintendent

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Representative

2-1-16  
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Date

2-1-16  
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Date