

South Lyon Community Schools

Teamsters Local Union No. 214

July 1, 2010 – June 30, 2014

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PREAMBLE

The Board of Education, the Superintendent, the administrative staff, and the members of the Food Service, Environmental Services, and Transportation Departments can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the Board is required to bargain only with reference to "wages, hours, and other terms and conditions of employment." It shall be the continuing policy of the Board and the Union that the provisions of this Agreement shall be applied to all employees regardless of gender, sexual orientation, religion, race, color, national origin or ancestry, age, disability, marital status, genetic information, place of residence within the boundaries of the District, or social or economic status, and/or any other legally protected characteristic. It shall be the purpose of this Agreement to set forth policies and standards governing such matters of mutual concern to the parties.

The parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the Board of Education has obligations to the citizens and taxpayers, as well as to the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and children therein. The employer has the rights and powers to manage the affairs of the district and to direct the employees, except as otherwise expressly provided in this Agreement.

The Board of Education of the South Lyon Community Schools is hereinafter referred to as the "Board," and the Teamsters Local Union No. 214 is hereinafter collectively referred to as the "Union." The Board of Education empowers the administration of the District to carry out the contract. Therefore, the administration shall be collectively referred to as the "Administration."

This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement "to the extent required by Act 336 of the Public Acts of 1947, as amended," and the statutory phrase "for purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other terms and conditions of employment."

This agreement is made and entered into on this 15th day of June, 2010 by and between the Board and Union. Whereas, the Board has agreed, pursuant to the Public Employment Relations Act, being Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Union as the representative of its bus driver personnel, food service personnel and the environmental services personnel with respect to hours, wages and terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative, as defined in Section II of Article 336, Public Acts of 1947, as amended, for a unit consisting of all food service, environmental services and bus drivers, excluding bus mechanics, office clerical, transportation Para educators, supervisors, transportation dispatcher, substitutes, and all other supervisors as defined by the Act.
- B. There shall be no discrimination, interference, restraint, or coercion by the Board or the Union against any employee because of participation or non-participation in the Union or its activities.

ARTICLE 2 - DISTRICT RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Union either as to the taking of action under such right nor with respect to the consequences of such action during the term of this Agreement. Such rights include, by way of illustration and not by way of limitation the right:
 - 1. To the executive management and administrative control of the school system and its properties and facilities.
 - 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

3. To determine the hours of employment and the duties, responsibilities and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing rights, powers, authority, duties and responsibilities by the Board, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 3 - REPRESENTATION

- A. There shall be two (2) stewards for the Food Service Department, two (2) stewards for the Environmental Services Department, and two (2) stewards for the Transportation Department. The Assistant Superintendent for Administrative Services shall receive a list of all stewards by August 30th of each year, and the list shall be updated thereafter upon change. The Administration shall not be obligated to recognize a steward until notified of their appointment/election.
- B. In the event a department steward is unavailable to handle an employee's grievance the Chief Steward or his/her designee shall handle same. The names of the Chief Steward and his/her designee shall be sent to the Assistant Superintendent for Administrative Services by August 30th of each year, and the list shall be updated thereafter upon change. The Administration shall not be obligated to recognize the Chief Steward or his/her designee until notified of their appointment/election.
- C. When necessary to investigate and present grievances, the steward may do so before or after his/her shift and during his/her unpaid lunch period.
- D. When necessary to investigate and present grievances during work hours, the Chief Steward or his/her designee may do so if approved by the appropriate departmental supervisor, without loss of pay, providing the following requirements are met:
1. The Chief Steward or his/her designee shall first request permission from the appropriate departmental supervisor, which shall not be unreasonably denied.
 2. The Chief Steward or his/her designee shall assure the appropriate departmental supervisor that all his/her work schedules and assignments can be maintained without additional help.
 3. The Chief Steward or his/her designee realizes that the privilege of leaving work, during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of the grievances and will not be abused.
 4. The Chief Steward or his/her designee will perform regular assigned work at all times, except when necessary to leave work to handle grievances as provided herein.
- E. If the immediate supervisor or his/her designee or Chief Steward or his/her designee feels the requirements spelled out in Section "D" cannot be met, then the Chief Steward shall be expected to investigate and present all grievances after regular working hours.
- F. The Union shall receive five (5) days each year of this contract to conduct Union business matters including attendance at workshops and representative assemblies. The Chief Steward will make a written request for Union days to the office of the Assistant Superintendent for Administrative Services at least forty-eight (48) hours before the day(s) are needed; a maximum of three (3) per day, with whole or half days only.

ARTICLE 4 - UNION SECURITY

- A. All employees, as defined in Article I - Recognition, Section A, shall, as a condition of continued employment:
1. Sign and deliver to the Board of Education an assignment authorizing deduction of regular membership dues and assessments of the Union, including the Teamsters Local Union No. 214, and such authorization shall continue in effect from year to year unless revoked in writing between August 1 to August 31 of any given year, or;

2. Any employee not electing to become a member of the Union within thirty (30) days from the date of commencement of duties or the date of ratification of this agreement shall as a condition of employment pay as a service fee to the Union a legally permissible amount established by the Union, in a legally permissible manner, and payable to the Union, and the Teamsters Local Union No. 214, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in section A.1. above.
 3. Authorization for deductions of Political Action Contributions must be made each calendar year on a form provided by the Union. Should an annual authorization not be required by law, the parties agree that the annual authorization shall be discontinued and the requirements of the law followed.
- B. In the event that dues and assessments, or a service fee in an amount established by the Union shall not be paid, the Administration upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions shall immediately begin payroll deduction of said fee. The Administration may require the Union to submit proof that all steps required by law have been followed before beginning involuntary payroll deduction.
 - C. Those employees wishing to pay their dues or service fees by a method other than payroll deduction shall do so by November 1st. The payment shall be made to the Union.
 - D. The Union agrees promptly to advise the Administration of all members of the Union in good standing and of those who have not fulfilled the provisions above and from time to time to furnish any other information needed by the Administration to fulfill the provisions of this Article which are not otherwise available to the Administration.
 - E. Authorized deductions of membership dues or service fees shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending by June 30 of each year, and the Administration agrees to promptly remit to the Union all monies so deducted, accompanied by a list of employees from whom the deductions have been made.
 - F. The Employer shall also make payroll deduction upon written authorization from employees for deductions for any other plans or program jointly approved by the Union and the Employer.
 - G. In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article, the Union agrees to indemnify and hold harmless the Board, the District, administrative employees and agents thereof for any and all claims, demands, suits or other forms of liability and to defend such action, at the Union's own expense and through its own counsel, provided:
 1. The District gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires.
 2. The District cooperates with the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 3. If the Union chooses to not seek intervention as a party as provided in paragraph 1. above and the Board defends itself through its own counsel, the Union will pay all reasonable and documented expenses incurred by the Board in such defense in addition to any settlement or award.
 - H. The Board agrees not to negotiate with any organization other than the Union for the duration of this Agreement.

ARTICLE 5 - UNION AND EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the rights freely to organize, join, and support the Union for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or refrain therefrom.
- B. The parties specifically recognize the right of each other to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.
- C. The Administration shall grant the Union use of school buildings for Union meetings. The use of these buildings shall be at reasonable hours, which is defined as times other than when students are in attendance during the formal school day. Any use of the buildings shall be governed by Board policy and District facility use procedures.
- D. Employee representatives of the Union shall be permitted to transact official Union business on school property on non-working times, provided this shall not interfere with or interrupt normal school operations.

- E. Whenever it becomes necessary to participate in arbitration proceedings, Union representatives and/or members whose presence is necessary shall be released without loss of pay and/or benefits. Such time shall be scheduled by mutual agreement.
- F. The Union shall have the right to post notices of Union activities on a bulletin board in the work area. Such notices shall be of a non-derogatory and non-political nature.
- G. The rights granted herein to the Union shall not be granted or extended to any competing labor organization desiring to represent employees except as may be required by law.
- H. The Employer shall notify the Union that disciplinary action has been taken against a bargaining unit member.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. A grievance is defined as an alleged violation of a specific article and section of this Agreement or bona fide past practice as provided in Section B below, and each grievance shall be submitted on the prescribed form as in Appendix A.

B. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.

Only bona fide past practices shall be enforceable under the grievance procedure. To be a bona fide past practice all of the following requirements must be met:

1. The existence of the practice must have been known by both the Union and the Employer.
2. A practice claimed to be established prior to the effective date of this contract shall not be a bona fide past practice and all practices thereafter must meet all the requirements set forth in item 1, 3, 4 and 5.
3. The practice must not have been the result of an error or misinterpretation of the Agreement.
4. The practice must have been consistent among all employees within that employee's department.
5. The practice cannot be in violation of this Agreement or any applicable statute.

C. "Day" or "days" as used in this agreement shall mean Monday through Friday excluding holidays and must be days on which the Central Office is open. If the grievance involves an employee whose work schedule is limited to the school year, any grievance must still be processed in accordance with the time limitation set forth herein unless there is a specific written agreement to the contrary. The time limits herein must be followed without exception. Should the grievance not be initiated or appealed from one step to another within the time limits set forth herein the grievance shall be considered settled based on the Administration's position.

If the Administration does not answer a grievance at any step of the grievance procedure the Union must appeal the grievance to the next step within the time limitations for doing so using the latest date in the prior step for the Administration's answer as the date from which appeal must be made.

D. It is assumed that all employees will continue good relations with their immediate supervisors and that channels of communication will be kept open between them in order to resolve all minor grievances.

1. If any problem which arises is not resolved in Section D above and if the employee then feels he/she has a grievance, the employee shall discuss the grievance prior to, or after his/her working hours with the steward, in accordance with Section B and C of Article 3 - Representation.
2. The steward and/or employee shall discuss the grievance with his/her immediate supervisor, in accordance with Section "B" and "C" of Article 3 - Representation. In all cases it must be discussed within five (5) days of its last occurrence.

E. If a grievance arises, the following procedure shall be followed:

1. Step One:

- a. If the grievance is not adjusted to the employee's satisfaction or if the matter is thereby not disposed of, it shall within five (5) days from the date of discussion in D2, be reduced to writing and submitted to the employee's immediate supervisor on the prescribed form. The written "Grievance Report" shall name the employee(s) involved, shall state the facts giving rise to the grievance, and shall specifically identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the

employee and of the Union, with respect to these provisions, and indicate the relief requested. A grievance not meeting those criteria shall be deemed insufficient and not subject to further review.

- b. The immediate supervisor shall, within five (5) days of receipt of the grievance, answer it in writing. A copy shall be sent to the employee and to the Union.

2. Step Two:

- a. If the grievance is not resolved in Step One, it may within five (5) days of receipt of the answer in Step One, be submitted to the Assistant Superintendent of Administrative Services or his/her designated representative.
- b. Within five (5) days of receipt of the grievance the Assistant Superintendent of Administrative Services or his/her designee shall arrange a meeting between the employee, the employee's supervisor, a Union representative, and him/herself, for the purpose of discussing said grievance.
- c. Within five (5) days after the meeting, the Assistant Superintendent of Administrative Services or his/her designee shall give the employee and the Union representative an answer in writing.

3. Step Three

- a. Within ten (10) days after being advised in writing by the Assistant Superintendent for Administrative Services or his/her designee of the action on the grievance, the Union, if it is dissatisfied may move the grievance to final and binding arbitration by sending to the Assistant Superintendent of Administrative Services written notice of intent to arbitrate.
- b. Within ten (10) days after receipt of a notice of intent to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to mutually agree on an arbitrator, then the Union may no later than five (5) days, submit the matter to the Michigan Employment Relations Commission or American Arbitration Association requesting that an arbitrator be selected with their assistance and under their rules. All arbitral proceedings shall be conducted in accordance with the rules established by the American Arbitration Association.
- c. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after a hearing to make a decision in cases of violation of the specific provision, articles, and sections of this Agreement.
 1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 2. He/she shall have no power to establish wage scales or change any wage.
 3. He/she shall have no power to rule on the discipline or termination of services or failure to re-employ any probationary employee.
 4. He/she shall have no power to change any policy of the Board nor to substitute his/her judgment or wisdom for that of the Board as to the reasonableness of any such policy.
 5. His/her power shall be limited to deciding whether the Board has violated the expressed provisions, articles, or sections of this Agreement.
 6. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and the rights of employees and shall so construe this Agreement that there will be no interference with such responsibilities and rights except as they may be specifically conditioned by this Agreement.
 7. In the event that a case is appealed to an arbitrator and he/she concludes that he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 8. He/she shall not interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g., Wage and Hour, E.E.O., M.E.R.C., etc.).
 9. No back pay shall be awarded for any period prior to ten (10) days before the date of filing of a written grievance. However, if the grievant did not have knowledge of the alleged violation, the arbitrator may award back pay to the date of the violation or the date upon which the employee or Union should have reasonably had knowledge. No claim for back wages shall exceed the amount of regular wages the employee would otherwise have earned from employment with the district less any wages earned during the time the employee is off work.

10. He/she shall be barred from considering any grievance that has not been initiated or appealed from step to step in conformity with the time limitations herein provided such claim is raised by one party or the other.

11. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be binding on the Union, its members, the employee or employees involved, and the Board.

12. The cost of any arbitration under this Article shall be shared equally by the Board and the Union.

F. Any appeals not properly processed within the applicable time periods set forth under this Article shall be considered settled on the basis of the last answer given by the respective school authority. Additional time will be allowed at each step if agreed upon mutually.

G. A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be canceled. Once a grievance is withdrawn, it cannot be reinstated.

ARTICLE 7 - DISCIPLINE OF EMPLOYEES

A. The Board shall have the right to adopt reasonable rules and regulations not in conflict with this Agreement governing the discipline of employees. The Union agrees that the Board has the duty of maintaining good discipline, since it is responsible for efficient operation of the schools.

B. The discipline of employees shall be only for just cause and may be subject to the grievance procedure as set forth in this Agreement; provided, however, that the Administration's decision on the discipline or termination of employment of any probationary employee is final.

C. Grievances concerning discharge or discipline must be filed in writing, on the appropriate form, with the grievant's immediate supervisor within five (5) working days or else the grievance is not valid.

D. The following enumeration of causes for discharge is by way of illustration and shall not be deemed to exclude management's right to discharge employees for any just cause:

1. The Administration has the right to discharge one (or all) participants involved in a fight.

2. The Administration has the right to discharge an employee for drinking intoxicants or using controlled substances on the job or drinking intoxicants off the premises or using controlled substances and returning to work.

3. The Administration has the right to discharge for poor work performance.

4. The Administration has the right to discharge an employee without regard to length of service whenever the Administration discovers a misstatement or material omission in the employee's application for employment and/or criminal records release and conviction forms.

5. The Administration has the right to discharge an employee for excess absenteeism defined as either a continual pattern of absences and/or taking days off without pay.

6. The Administration has the right to discharge an employee for violation of the District's sexual harassment and/or harassment and intimidation policy and any other Board policy.

7. The Administration has the right to discharge for stealing from the District and/or falsifying district records, including time cards and work logs or records.

8. The Administration has the right to discharge a bus driver who leaves a student on the bus upon completion of the route/trip as a result of the driver's failure to properly check the bus upon the completion of the route/trip.

E. Union representatives may not claim immunity from the requirements of good discipline.

F. Any regular employee who is discharged, suspended or demoted must be served written notice of same stating the reasons for such action and the effective date thereof.

G. All disciplinary suspensions and discharges are without pay from the effective date thereof subject to the terms of this Agreement.

- H. In the case of discharge, the grievance procedure may be instituted at the second (2nd) step providing there is adherence to time limits as set forth in Article 7 - Section C.
- I. No employee shall be disciplined until and unless a conference is held with his/her supervisor whereby the infraction is discussed and the employee's record is reviewed. The supervisor shall call the conference during the employee's regular working hours or paid non-work hours, immediately before or after a work shift, at the discretion of the supervisor. Failure on the part of the employee to attend this conference shall cause the employee to lose his/her defense by default, except for absences beyond the control of the employee, as determined by the administration.
- J. Copies of all discipline including suspension, demotion and discharge will be presented to the employee following the employee's signature of receipt.
- K. No material derogatory to an employee's conduct, service character or personality, shall be placed in said employee's personnel file unless the employee is given the opportunity to first read such material. The employee shall acknowledge the reading of this material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies the material has been read, and does not indicate agreement with the contents.
 - 1. The employee, upon request, shall be permitted to have a true copy of the contents of his/her personnel file at the employee's expense.
 - 2. The employee shall have the right to rebut any material filed, and the rebuttal shall be attached to the file copy.
- L. Employees will receive reprimands and other discipline, up to and including discharge, for violations of their responsibilities, for violations of state and/or federal law, for violations of Board policy and for violations of the contractual obligations set forth in the Master Agreement between the Board and the Union.

ARTICLE 8 - CLASSIFICATION

- A. Classifications within each department shall be as follows:

Food Service Department

Unit Manager
Cook/Baker

Environmental Services Department

Building Engineer
Custodian
Grounds
Delivery/Warehouse

Transportation Department

Driver

ARTICLE 9 - SENIORITY

- A. Seniority Definition and Accumulation
 - 1. Seniority shall be defined as the length of continuous employment within a classification recognized under this agreement.
 - 2. Seniority or probationary period does not apply to the "substitute" employee.
 - 3. Definition of a substitute employee is a person who substitutes for absent regular employees, receives no fringe benefits nor permanent status nor represented by the Union.
 - 4. Time spent on layoff, paid leave of absence, Worker's Compensation, short term disability and unpaid medical leave of absence shall be counted as "service," and seniority shall continue to accrue during such time; however only paid leave time, shall count toward longevity or salary schedule placement.

5. The employee on an extended illness leave shall continue to accrue seniority for a period of one year.
 6. When an employee changes classifications, seniority in the classification being moved from shall be frozen, seniority in the new classification shall begin on the date of the assignment into the new position. He/she may return to the previous classification and seniority in case of lay off.
 7. Employees shall continue to accumulate seniority while laid off for a period of two (2) years.
 8. Effective December 1, 1999, for the purposes of layoff and recall, in the event that more than one employee has the same starting date, position on the seniority list shall be determined first by total length of service in the bargaining unit and second by the last four (4) digits of the social security number (9999 being the highest seniority and 0000 being the lowest). Employees on the list prior to December 1, 1999 shall remain where they are in terms of ranking provided nothing else affects their seniority date.
- B. Probationary Employees
1. A beginning regular employee shall be given a notice of employment on a ninety (90) calendar day probationary basis. If the employee is retained on the job after the probationary period, he/she will be credited with any PTO benefits from the first day worked, and seniority will date back to the first day on the job. In the event a probationary employee has any absence the probationary period may be extended to meet the ninety (90) calendar day requirement.
 2. Probationary drivers are not eligible for trips.
- C. Loss of Seniority
1. The regular employee shall lose his/her seniority and employment terminated for the following reasons:
 - a. If the employee quits.
 - b. If the employee is discharged and the discharge is not reversed.
 - c. If the employee does not return from sick leave and leaves of absence within five (5) days of the returning date.
 - d. If the employee is absent for three (3) consecutive working days without notifying the immediate supervisor.
 - e. If the employee does not return from layoff.
- D. Seniority Lists - An up-to-date seniority list shall be furnished to the Union and posted in each school and in the driver's lounge on July 1 and January 1 of each year. Each employee should check the seniority list when it is posted. It is the responsibility of the employee to notify the appropriate departmental office of any errors on the seniority list. The Union and/or employee must challenge any alleged errors within ten (10) days after publication of the list or the list shall stand as published. Failure to do so will indemnify the Board and Administration for any decisions made on the basis of said list.

ARTICLE 10 - LAYOFF AND RECALL

- A. A reduction in the work force will occur if deemed necessary by the Board. Such reduction shall mean a "layoff" of some employees.
- B. Should a layoff become necessary, the senior employee in the affected classification shall be given priority of work over the junior employee within that classification. If an employee within a given classification is laid off and has more seniority than an employee in a lower or equal classification, but within the same department and currently meets the job qualifications, he/she may exercise his/her seniority rights to move into the lower classification.
- C. Should it become necessary to layoff an employee for an indefinite period of time, he/she shall be given at least two (2) week's notice, where possible. The Union will be informed of the layoff on the same day that employees are informed.
- D. Employees will be recalled in the reverse order from which they were laid off. The Employer will send the notice of recall by registered mail or certified mail at the last known address. He/she will be given three (3) working days in which to report for work from the date of the receipt of the notice. Failure to report within this period of time shall mean that he/she has quit.
- E. After two (2) years, a laid off employee will lose any right to recall.

- F. The Employer shall provide all insurance benefits under this contract for employees laid off for the full calendar month in which the layoff occurs.
- G. Laid off employees who have signed up for available work shall be offered same prior to using subs. Laid off employees performing such work shall be paid substitute wages.
- H. Employees who have been reduced in their job classification, been reduced in work hours by twenty-five (25) percent or more, or have had their starting/ending time changed by at least two (2) hours, shall have the right to bump the least senior employee within his/her classification.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

A. Work Day

1. The work schedule is set by the supervisor, and it shall not be altered by the employee. All lunch periods are unpaid.
2. Most full time environmental services employees work an eight (8) hour day, forty (40) hours per week, with one-half (1/2) hour for lunch. There may be variations of this schedule in certain departments and schools as determined by the Administration. The employee's work day will be assigned to conform to the needs of the department or the school. There shall be one (1) fifteen (15) minute break before lunch and one (1) after lunch, and these schedules will be determined by the Administration. Breaks and lunches shall not be combined unless approved in advance by the immediate supervisor, and breaks must occur on site.
3. Most night custodians and maintenance personnel work eight (8) hours with one-half (1/2) hour off for lunch. There shall be one (1) fifteen (15) minute break before lunch and after.
4. Most food services employees work a three (3) to six (6) hour day, fifteen (15) to thirty (30) hours per week, Monday through Friday. There may be variations of this schedule in certain departments and schools as determined by the Administration. Food services employees who work a three and one-half (3 ½) hour shift shall be entitled to a fifteen (15) minute break, to be taken at such time during the work period when the work schedule permits. Food service employees who work a five and one-half (5 ½) hour shift shall be entitled to one (1) fifteen (15) minute break and one (1) ten (10) minute break, to be taken at such times during the work period when the work schedule permits.
5. The Administration will make an effort to provide food service workers and drivers with the same number of work days as student instruction days.
6. For grounds personnel, the immediate supervisor will consider requests for flex time.
7. If a part-time environmental services position is increased and the increase affects benefits, the position will be posted.
8. An eligible employee who is absent due to approved paid time off days shall not be called for non-regularly scheduled overtime unless he/she has notified the appropriate supervisor, in writing, that he/she would be willing to work overtime while on paid time off and has indicated in writing the day(s) he/she would be available. If called for overtime on those days, the employee must work it.
9. Should the Administration decide to offer less than year round positions in Environmental Services, the administration agrees to discuss the details of such positions with the Union.
10. Supervisors and other non-bargaining unit employees of the Board may perform bargaining unit work to the extent it is not intended to permanently displace or permanently replace bargaining unit members.
11. Employees shall not be scheduled to work the afternoon of New Year's Eve unless mutually agreed upon by the employee and employer.
12. After first being offered to bargaining unit members in the department by seniority, then outside the department by seniority, the administration may hire substitute employees to augment the workforce during seasonal peak workload periods such as summer cleaning and summer grounds and building maintenance. This offering shall not create an overtime situation.

B. Overtime in Environmental Services

1. Overtime will be assigned among employees working the particular classification, in the particular building, i.e., custodial employees will be asked to take custodial overtime, grounds people will be asked to take grounds overtime. Overtime will not be assigned across departments. All employees should work overtime when asked to do so unless they have a reasonable excuse not to do so. In the event the overtime may encompass more than one (1) day, i.e., project work, the employee scheduled for the overtime will complete the project. The Administration will supply the Union with an estimated project deadline, however, project work shall not exceed a maximum of two (2) weeks.

a. Environmental Services overtime will be divided into two (2) categories:

1. Regularly scheduled overtime will be finalized each Thursday.

2. Non-regularly scheduled overtime is defined as needs that arise after the final Thursday overtime assignments, such as snow removal, mechanical problems, vandalism, and last-minute school and/or district needs.

b. Regularly scheduled overtime will be covered by offering time to each employee within a classification according to seniority in his/her building, beginning the process each Tuesday. Assignments shall be made on a rotating basis and shall be considered voluntary. The most senior employee present at the building on Tuesday in each classification shall notify the Environmental Services Secretary before each Wednesday morning of the voluntary overtime assignments. Each Wednesday morning, the Environmental Services Secretary shall notify all employees in a classification about unassigned regularly scheduled overtime assignments. All District employees in the classification may volunteer for any or all available overtime assignments, bidding on each assignment in priority order before each Thursday morning. Each Thursday morning the remaining regularly scheduled overtime vacancies will be assigned by seniority to the employees who bid on each vacancy. In the event one (1) or more regularly scheduled assignments remain unfilled after the bidding process, the employee with the least seniority in that building (or classification, if grounds crew or delivery/warehouse personnel), shall be required to work the scheduled overtime for the first mandatory assignment. The next mandatory assignment of regularly scheduled overtime shall be made to the next lowest seniority employee in that building (or classification, if grounds crew or delivery/warehouse) who has not received a mandatory assignment, on a rotating basis. The rotation shall continue from week to week.

c. Non-regularly scheduled overtime that arises after the Thursday assignments shall be offered first to the employees assigned to the building where the overtime is required. If there are no volunteers from the building, the overtime will be assigned from a District-wide classification overtime list (Emergency Overtime List).

Employees wishing to work this non-regularly scheduled overtime shall voluntarily place their name on a district-wide classification overtime list which shall be revised each pay period. It shall be the responsibility of the employee to contact the Environmental Services Secretary in writing each pay day regarding his/her desire to be placed on the list. The new district-wide classification overtime list will be effective for two (2) weeks starting on the following Thursday. Assignments from the district-wide classification emergency overtime list shall be made on a rotating basis commencing with the highest seniority employee on the list who can be contacted in person.

If there are no volunteers from the Emergency Overtime List, the overtime assignment will be mandatory for the least senior employee(s) on the list.

d. Building engineer overtime will be assigned according to the following procedure:

1. Regularly scheduled overtime will be assigned according to Article 11, paragraph B.1.b.

2. For non-regularly scheduled overtime, but which is not of a true emergency nature, the immediate supervisor or his/her designee will page the building engineer for the building where the overtime occurs, by using the Nextel (or equivalent) pager. If the building engineer is available, she/he receives the overtime. If not, the immediate supervisor or his/her designee will page all building engineers at the same time and they will have thirty (30) minutes in which to respond. The building engineer with the highest seniority of those who respond within the thirty (30) minute time period will receive the overtime. Consecutive days shall be handled the same way.

3. For non-regularly scheduled overtime which is of an emergency nature due to conditions beyond the effective control of the District, including but not limited to such things as boiler breakdowns, serious roof

leaks, power outages, flooding, and situations which are dangerous to children or others the overtime procedure will be as follows: the immediate supervisor or his designee will radio all building engineers, at the same time, by using the Nextel (or equivalent) radio. The building engineers will be asked to respond immediately, by radio, and the closest building engineer or engineers (if more than one are needed) to the emergency will receive the overtime.

4. The use of the Nextel (or equivalent) device is voluntary during off hours; however, foregoing the use of the device will cause an employee to forego opportunities for overtime, as outlined in this article.
 5. Building engineers called in for building checks will receive a minimum of one (1) hour of work or pay at the overtime rate. The Administration will determine the number of engineers called in for building checks, if any. For example, building engineers may be assigned all building checks on a rotating basis. If this is done, the assigned building engineer shall be responsible for all buildings during a particular weekend and shall be on call for such checks for the entire weekend (Saturday and Sunday). Regular schedules of building engineers shall not be altered to avoid overtime payment for building checks on Saturday.
- e. Management has the ability to assign overtime across classification when it deems it necessary to do so, for general labor. Examples of general labor include but are not limited to moving furniture and other material, picking up trash inside and outside of buildings, locking/unlocking buildings and assistance with special functions like graduation. Any such assignments will only be made after all employees within the classification turn down the overtime and such assignments will be voluntary for employees in other classifications.
 - f. Employees who refuse mandatory regularly scheduled overtime assignments will be subject to disciplinary action. Employees who are contacted and refuse two (2) mandatory non-regularly scheduled overtime assignments will be ineligible for the district-wide classification overtime list for the next six (6) months after the second refusal.
 - g. For scheduled activities on Saturday or Sunday the building engineer will be granted two (2) hours to open the building and do set-ups, etc. The remaining scheduled overtime will be assigned to custodians in accordance with either the regularly scheduled or non-regularly scheduled overtime procedure. In the event a building engineer is required by management to support an activity beyond the first two (2) hours, management will also determine the requirements for custodial overtime.
- C. Overtime work must be pre-approved. The Administration reserves the right to withhold payment for any overtime work that was not approved in advance or for overtime that was not properly documented with appropriate information to ensure proper credit to contracted parties and school district.
- D. Opportunities for Extra work in Food Service:
1. Extra work will be offered by seniority at the affected building. In the event all employees refuse the extra work, the employee with the least seniority in that building shall be required to work the extra assignment.
 2. In the event two (2) or more food service employees are needed for extra work in the same building at the same time, the overtime shall be offered to employees at the building where the extra work is being worked and to employees from other buildings in equal numbers of employees and based on seniority. In the event all employees refuse the extra work, the employees with the least seniority in the affected building and in the district in equal numbers shall be required to work the extra assignment.
 3. Catering during the regular shift: If necessary, the food service supervisor will approve additional time on a given day to prepare a catering order. The unit manager is responsible for notifying the supervisor, in advance, that the time is needed.
 4. Other catering: A shift differential of two dollars (\$2.00) per hour will be paid for catering work outside of the school day, Monday through Saturday. e.g. New Teacher Workshops, evening Board of Education meetings.
 5. Supervision during community use of kitchen: Extra work will be offered by seniority to food service workers when a community group (e.g. Kiwanis, Booster Clubs, All Night Party Committee) uses a kitchen to prepare food for an event. The food service worker will be responsible for site preparation, kitchen/cooking supervision during the event and supervision of site cleanup when the event is over. A shift differential of two dollars (\$2.00) per hour will be paid for this work, Monday through Saturday.
- E. All work done in excess of forty (40) hours worked per week shall be paid at one and one-half (1 ½) times the employee's regular hourly rate.

- F. All work done on Sunday or holidays will be paid at the double time rate, unless Sundays are a part of the employee's regular work week schedule.
- G. For the purpose of overtime calculation, only holidays, PTO days and actual time worked will be considered time worked.
- H. Food service employees and drivers who are required to work on a Saturday will receive overtime pay at one and one-half (1 ½) times the employee's regular hourly rate after five (5) hours regardless of if they are over forty (40) hours worked per week or not.

ARTICLE 12 - EMPLOYEES BENEFITS

A. Paid Time Off (PTO)

1. For the purpose of PTO days fulltime employees for Environmental Services equate to a fifty-two (52) week work schedule working forty (40) hours per week and for Food Service employees and Drivers a minimum of thirty-eight (38) weeks. Fulltime employees shall receive paid time off days as follows:

Years of Service in Department	Paid Time Off Days Food Service & Drivers	Paid Time Off Days Environmental Services
0 – 1	3	9
1 – 4	4	16
5 – 9	5	21
10 +	6	26

2. Regular fifty-two (52) week Environmental Services part-time employees shall be allowed paid time off days in proportion to their regular daily work schedule. Environmental Services Employees who are regularly scheduled for less than fifty-two (52) weeks, but thirty-eight (38) or more weeks shall receive paid time off days prorated based on scheduled weeks of work. Employees regularly scheduled for less than thirty-eight (38) weeks will receive no paid time off days.

For the purposes of calculating paid time off days, an employee on approved medical leave, pregnancy disability leave, or FMLA leave will have paid time off days prorated based on the number of weeks actually worked, rounded to the nearest tenth. Summer drivers are entitled to a half (1/2) paid time off day for the month of July and a half (1/2) paid time off day for the month of August if they have worked fifteen (15) days in the month.

3. Paid time off days must be taken the year they are received, with prior approval of the manager of the department. A minimum of twenty four (24) hour notice must be provided, with the exception of illness, except during "critical staff work days" when a minimum of two weeks prior notice must be requested. A lottery will be used to determine who may use paid time off days at these times.

Critical Staff Work Days are defined as the one day before and after all holidays, two (2) weeks prior to and after the first day that students report, and two (2) weeks prior to and after the last day of school for students.

Paid time off days not utilized during the year they are received, go into the sick bank June 30 and may only be used as sick days.

4. Eligible employees shall receive paid time off days each July 1 based on their years of service. For the purposes of calculating paid time off days only, employees with an anniversary date from July 1 to January 1 shall be credited with one (1) year of service and employees with an anniversary date from January 2 through June 30 shall receive no year of service credit .
5. If an employee leaves employment prior to June 30, his/her paid time off days will be recalculated and prorated based on the date of termination. In the event the employee has exceeded his/her paid time off days allotment, he/she will receive a deduct on his/her last check for unearned paid time off days.

B. Paid Time off Used for Sick Leave

1. Paid time off used for sick leave may be used only for personal illness or injury and the sick day bank may be used as per Article 13 - Absence from Duty, Sections A & B. Unused paid time off may be accumulated as sick leave to a total of one hundred twenty (120) days. Paid time off placed in the accumulated sick bank may only be used for absences related to illness and/or injury, and only after the current year's paid time off days have been exhausted. However, employees who have been off work for five (5) consecutive days due to physician documented illness or injury, may begin to use days from their accumulated sick bank beginning on the sixth (6th) day.
2. If the employee works less than a full year, he/she is entitled to paid time off days in accordance with the number of days worked and the number of months in his/her work year. No sick leave/paid time off leave will be granted that has not already been credited. Paid time off/Sick leave taken but not earned will be deducted from the employee's next check and will be considered excessive absenteeism.
3. The Administration has the right to verify use of sick leave benefits and absences. Where suspected abuse exists, the Administration reserves the right to demand a doctor's certificate.
4. An employee who is absent three (3) days or more consecutively for illness shall have a statement from his/her doctor indicating his/her fitness to return to work prior to returning to work. An employee shall have a statement from his/ her doctor when absenteeism for illness is before or immediately after an approved paid time off day(s), and/or holidays. Where a pattern or other suspicion of abuse exists the employer will notify the employee that all future absences must be supported with verification from an appropriate source.
5. A total of five (5) days per year may be used from PTO due to serious illness in the immediate family. The immediate family shall include: father, mother, spouse, children, and legal dependents.

C. Holidays Allowed

New Year's Day

Good Friday *

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve

* If scheduled in the teachers' contract

1. Employees will receive the holidays listed above providing they meet all of the following eligibility rules:
 - a. The employee has seniority as of the date of the holiday.
 - b. The employee must have worked the last scheduled working day prior to and the next scheduled working day after the holiday, or providing the employee is on paid time off or paid sick leave.
2. When a holiday falls on a Saturday or Sunday, the eligible employees shall not work on the preceding Friday or the following Monday as scheduled by the employer, but shall receive holiday pay providing they meet the requirements of a and b above.
3. An employee may be required to work the allowed holidays when the situation and circumstances demand (i.e., tending boiler emergency repairs, etc.) and shall thereupon receive compensation of holiday pay and double time the regular rate for hours worked, except that employees performing regular, routine work shall be paid holiday pay and one (1) time the regular rate for hours worked.

D. Compensation Insurance

All employees of the school district are covered by Worker's Compensation insurance as required by law. Injuries shall be reported immediately to the employee's immediate supervisor and an accident form completed.

E. Insurance

Benefit Eligibility

Environmental Services

Employees who have a regular work schedule of at least thirty-eight (38) or more weeks consisting of at least thirty (30) or more hours per week in a fiscal year may receive one hundred percent (100%) of the employer's contribution toward health care plan. Employees who work at least thirty-eight (38) or more weeks consisting of at least twenty (20) or more hours per week but less than thirty (30) hours per week in a fiscal year shall receive seventy five percent (75%) of the employer's contribution for health insurance. Employees must have a regular work schedule of at least thirty-eight (38) or more weeks consisting of at least twenty (20) or more hours per week in a fiscal year to be eligible for the insurance plans described in E2-E5. Employees who do not meet the work year and/or minimum weekly work schedule shall receive no health care plan or other benefits described in E1 – E5.

Transportation

The District shall provide one hundred percent (100%) of the employer's contribution toward the health care plan described in E1 (Including other benefits described in E2-E5) for Drivers regularly scheduled to work 25 hours or more per week. The District shall provide a ninety percent (90%) pro-ration of the employer contribution toward the health care plan described in E1 (Including other benefits described in E2-E5) for drivers regularly scheduled to work less than 25 hours but 20 or more hours per week . Employees who do not meet the work year and/or minimum weekly work schedule shall receive no health care plan or other benefits described in E1 – E5. Benefit eligibility shall be established by work schedules on October 15.

Food Service

Employees who have a regular work schedule of at least thirty-eight (38) or more weeks consisting of at least thirty (30) or more hours per week in a fiscal year may receive one hundred percent (100%) of the employer's contribution toward health care plan. Employees who work at least thirty-eight (38) or more weeks consisting of at least twenty (20) or more hours but less than thirty (30) hours per week in a fiscal year shall receive seventy five percent (75%) of the employer's contribution for health care plan. Employees must have a regular work schedule of at least thirty-eight (38) or more weeks consisting of at least twenty (20) or more hours per week in a fiscal year to be eligible for the insurance plans described E2-E5. Employees who do not meet the work year and/or minimum weekly work schedule shall receive no health care plan or other benefits described in E1 – E5

Upon proper application by employees who are eligible as above, the Board shall select and pay the premium to the extent provided herein for:

1. Healthcare - The following hospital and medical coverage for all eligible employees and their dependents on a twelve (12) month basis: Employees eligible for comparable hospital and medical coverage under another Employer paid plan shall not be eligible for such insurance under this agreement. The healthcare insurance under this agreement shall be up to three plans mutually agreed upon between Employer and Union.

Where more than one (1) member of the same family, i.e., husband and wife, are employed by the District and are eligible employees for the specified health insurance coverage, only one (1) of said employees shall be eligible for health insurance coverage. In the event an employee's spouse is employed by someone other than the District and his/her Employer provides comparable health insurance coverage, the Board shall be relieved of any liability for the purchase of health insurance for said employee. Not later than the third Monday of September each year every employee shall certify, in writing, that his/her spouse does not have comparable insurance coverage at his/her place of employment. Any employee who elects not to take health care plan coverage through the school district shall be entitled to the cash in lieu.

Beginning July 1, 2010, the District shall limit the monthly premium contributions for health insurance for eligible employees to the following:

EMPLOYER MONTHLY MAXIMUM HEALTH CARE PREMIUM CONTRIBUTIONS				
COVERAGE	2010-2011	2011-2012	2012-2013	2013-2014
SINGLE	\$344.00	+/- 100% PPI	+/- 100% PPI	+/- 100% PPI
TWO PERSON	\$791.00	+/- 100% PPI	+/- 100% PPI	+/- 100% PPI
FAMILY	\$893.00	+/- 100% PPI	+/- 100% PPI	+/- 100% PPI

Beginning in 2011-12, the Employer monthly premium contribution shall adjust annually based on one hundred (100) percent of SLCS's State Per Pupil Foundation Allowance percentage change from the prior fiscal year.

Any portion of the premium not covered by the employer's contribution shall be the responsibility of the employee. The employee agrees to have the necessary amount deducted from the paycheck in advance including payments for the summer months during which an employee may not be working. Year round employees' benefit period will be from July 1- June 30 and less than year round employees' benefit period will be from September 1- August 31.

Eligible employees electing not to be covered by health insurance premiums will receive Cash in Lieu of health in the amount of \$2,136.10 per year which shall be adjusted by seventy-five (75) percent of the per pupil foundation increase or decrease in 2011-2012 and each subsequent year of the contract which may be applied to tax deferred annuities.

2. Life Insurance - A term life insurance policy with AD & D for \$20,000.
3. Dental Insurance - A full family dental insurance program comparable to the Delta Dental dental plan in effect on August 1, 2010.
4. Vision Care - A full family Vision Care Program comparable to VSP for each employee.
5. Long Term Disability Insurance - A long term disability insurance policy for each employee as follows:
 - a. 50% of salary after a 90 calendar day waiting period.
 - b. Maximum payment of \$1,000 per month.
 - c. Primary social security offset.
 - d. Social security freeze.
 - e. Minimum benefit payable by the insurance company of \$25 per month regardless of social security disability or other benefits.
 - f. Subject to the rules and regulations of the carrier, no employee shall be eligible for a long term disability insurance while receiving Worker's Compensation payment coverage.
6. Bidding of Dental/Vision – Any bid savings in excess of \$23,000 in 2010-11, \$49,000 in 2011-12, \$57,000 in 2012-13, or \$55,000 in 2013-14, shall be credited to the Union.
7. Financial Credit – The Union shall receive a one-time financial credit of \$305,000 that can be used to offset costs in either fiscal year 2010-11 or 2011-12.

F. Severance Pay

To receive severance pay of one-third (1/3) of the accumulated sick bank at the last rate of pay earned the employee must have been employed by South Lyon Community Schools for ten (10) consecutive years.

G. General Conditions

1. Benefits will terminate:
 - a. When the employee terminates his/her employment with the Board.
 - b. When the employee leaves active work on strike.
2. The above mentioned benefits shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for such benefits.

3. Employees on unpaid medical leaves of absence in excess of three (3) weeks, except as provided by the FMLA, shall have their benefits continued according to the following: Employees whose leave commenced on or before the fifteenth (15th) day of the month shall have the benefits continued until the last day of the first full month after leave commenced or approximately one and one-half (1 1/2) months. Employees whose leave commenced after the fifteenth (15th) day of the month shall have their benefits continued until the last day of the second full month after the leave started.
4. The Board, shall be relieved from all liability with respect to the benefits provided by the insurance coverage. The failure of an insurance company to provide any of the benefits which it has contracted, for any reason, shall not result in any liability to the Board or the Union nor shall such failure be considered a breach of either of them of any obligation under this article.
5. Differences between employees or beneficiaries of employees and an insurance company shall not be subject to the Grievance Procedure.
6. Subject to the terms of the contract with the insurance carrier, it is the intent of the parties that insurance benefits provided shall commence on the first full-time working day of the month following the completion of the probationary period and that coverage shall remain in effect continuously for the duration of the Agreement as long as the employee is actively employed by the Board.
7. The Board shall select the insurance carrier for all insurance coverage except hospital and medical insurance as provided in Section E, but will not change the insurance carrier without prior written notification and clarification to the Union.
8. Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage, and other related matters.
9. Sickness and accident benefits shall not be paid if the employee is being paid by the District from accumulated sick days or PTO days. Sick and PTO days used will be counted as waiting days.
10. Upon termination of employment an employee wishing to convert his/her life insurance coverage to self payment must contact the Administrative Services Office.

ARTICLE 13 - ABSENCE FROM DUTY

A. Death in the Immediate Family

1. A regular employee may be granted a maximum of five (5) days leave on full pay in the event of death of a member of the immediate family, not deductible from accumulated sick leave allowance or PTO.
2. The immediate family is defined as husband, wife, mother, father, sister, brother, son, daughter, son-in-law, daughter-in-law, grandchild, grandfather or grandmother of the employee, and the corresponding relative of the employee's spouse, or any relative of either spouse living in the employee's home, and step-children and step-parents.
3. The working days allowed must be consecutive scheduled working days. If employee works on the day of death it shall not count as one (1) of the five (5). If the day of death is not a scheduled work day the bereavement time shall begin on the next scheduled work day, provided all bereavement time must fall within seven (7) calendar days following the day of the death. If the day of death falls within a paid time off period, subsequent paid time off days shall be credited back to the employee, not to exceed the five (5) days provided above.

B. Extended Leave of Absence for Illness

1. If an employee is absent more than two (2) weeks beyond accumulated paid time off/sick leave because of illness, a leave of absence must be requested. Such leave, if granted, will protect an employee's current assignment until the employee returns, provided the total time of absence including sick time and leave of absence does not exceed nine (9) months. During this leave, paid time off days and holiday pay will not be earned. If an employee is absent in excess of a total of nine (9) months up to one (1) year from the date of leave due to illness, employment in the district will be protected; however, the present assignment might not be given to the employee upon return.

- a. The District shall continue to make its contributions toward health insurance subject to the provisions of Article 12 - Employee Benefits, Section G., Paragraph 3.
- b. Employees absent due to a work related injury or disability shall continue to have their insurance benefits described in Article 12 - Employee Benefits, Section E provided by the Board subject to the provisions of Article 12 - Employee Benefits, Section G., Paragraph 3.

C. Military Leave

Any employee covered by the salary schedule who terminates employment in the school district to perform involuntary active service in the armed forces of the United States is entitled to re-employment rights in the position the employee is vacating, or one of like status and pay scale, in accordance with the requirements of the applicable laws of the United States, provided the employee serves only one draft term or until the state of emergency is ended.

D. General Leave

1. Ordinarily, the Administration shall not grant leaves of absence. However, under unusual circumstances, the Administration may grant leaves of absence to employees. Employees may not accrue seniority after thirty (30) days.
2. An employee taking a leave shall be assured of his/her position for six (6) months, and a position after that up to one (1) year from the date of leave.

E. Pregnancy Disability Leave

1. The employee shall be allowed to continue in position as long as she is able to perform her job.
2. The employee shall be eligible to return to employment upon filing her physician's statement that she is physically able to return to work. Within six (6) weeks of delivery the employee must furnish a physician's statement indicating the date of return.

F. Child Care Leave

A child care leave without pay shall be granted for a period of up to one (1) year. A one (1) year extension may be granted by the Administration. The employee requesting such leave shall file a request in writing with the Assistant Superintendent for Administrative Services. Seniority shall not accrue. At the end of the leave of absence, the immediate supervisor shall give the employee an assignment to the first opening left or in accordance with Article 14 – Promotions, Transfers, Reclassifications of this Agreement. An employee taking a leave shall be assured of his/her position for six (6) months, and a position after that for up to one (1) year from the date of the leave.

G. Jury Service

A paid leave of absence shall be granted to an employee called for jury service. Immediately upon receipt of payment for jury duty service, the employee shall remit payment to the Business Office, excluding travel allowances and reimbursement of expenses.

ARTICLE 14 - PROMOTIONS, TRANSFERS, AND RECLASSIFICATIONS

- A. When a position becomes vacant and the Administration intends to fill the position, the position shall be posted immediately, within five (5) working days.
- B. Vacancies within classifications:
 1. Voluntary transfers into a vacant position within a job classification will be awarded according to seniority.
 2. An employee who requests and is granted a transfer, shall remain on that job for one (1) year before becoming eligible to request another transfer. Drivers and food service employees who are granted transfers shall remain on that job for the rest of the school year before becoming eligible to request another transfer. These restrictions may be waived by the supervisor if in the best interest of the district.
 3. Involuntary transfers within a classification shall be made in the best interest of the district.

C. Vacancies within other classifications:

1. An employee assigned to one (1) classification has the right to apply for a position in another classification, by responding to the posting with a letter of interest and a resume. All jobs are to be posted five (5) working days when school is in session; two (2) calendar weeks otherwise.
2. Vacancies and new positions not filled by a transfer within the affected classification will be filled with the most qualified applicant for the position based on criteria such as training, experience, attitude, seniority and ability to get along with others. The determination of qualifications shall be made by the Administration; however, the administration shall not be arbitrary or capricious in making this decision. Internal bargaining unit members who meet the minimum qualifications shall be interviewed before external candidates, and external candidates shall only be interviewed if a determination is made by the administration that no internal candidate is qualified for the position. Nothing shall prohibit the Administration from posting any position externally at the same time as the internal posting.
3. An employee who is awarded a position in a different classification shall be treated as a probationary employee and shall be given a forty-five (45) working day trial period in which to demonstrate suitability for the job. If, in the opinion of the Assistant Superintendent for Administrative Services or his/her designee, during or at the end of this trial period the employee does not satisfactorily perform or if the employee desires, the employee shall return to his/her former classification and job. Wages will begin at the next step of the new classification which will give the employee a raise.
4. If an employee is granted a position in a new classification, during the forty-five (45) day trial period the Administration may fill the employee's former position with a substitute.
5. Wage will begin at the next step of new classification which will give the employee a raise. Employees voluntarily accepting a position in a lower classification will be placed on the same step they were on in the higher classification.

D. The Administration reserves the right to add new job classifications and to eliminate job classifications. The Administration will notify the Union of a planned job classification addition or elimination, and if requested will meet with the Union to discuss prior to implementation.

E. Employees shall be provided job descriptions upon request.

ARTICLE 15 - COMPENSATION

* 2010-2011 Wage Scale for Employees hired after July 1, 2006

Years of Service	* Building Engineer	* Custodians Delivery Grounds	* Food Service Manager	* Cook/Baker
0-4	\$14.99	\$13.00	\$11.33	\$10.26
5-9	\$15.67	\$13.70	\$11.84	\$10.55
10	\$16.81	\$14.83	\$12.92	\$11.47

2010-2011 Wage Scale for Employees hired Prior to July 1, 2006

Years of Service	Building Engineer	Custodians Delivery Grounds	Food Service Manager	Cook/Baker
1 st Year	\$14.99	\$13.00	\$11.33	\$10.26
2 nd Year	\$15.33	\$13.37	\$11.52	\$10.42
3 rd Year	\$15.67	\$13.70	\$11.84	\$10.55
4 th Year	\$16.00	\$14.05	\$12.20	\$10.88
5 th Year	\$16.36	\$14.42	\$12.50	\$11.12
6 th Year	\$16.81	\$14.83	\$12.92	\$11.47

	Drivers
Starting Wage	\$13.19
After 90 Actual Driving Days	\$14.04
4 Years	\$15.82
10 Years	\$16.25

COMPENSATION 2011-2012

Each step of the 2011-2012 wage schedule shall be increased or decreased by a percentage equal to sixty two and a one-half percent (62.5%) of the South Lyon Community School's per pupil foundation grant change for the 2011-2012 school year (i.e. if the per pupil foundation grant is increased by two percent (2%) from the 2010-2011 to 2011-2012, each step of the salary schedule would be increased by one and one quarter percent (1.25%), foundation grant defined as actual number of dollars for an individual student in the regular K-12 program).

Should the basic components of the per pupil foundation grant be changed from its 2010-2011 status, the parties will meet prior to August 2011 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2010

COMPENSATION 2012-2013

Each step of the 2012-2013 wage schedule shall be increased or decreased by a percentage equal to sixty two and a one-half percent (62.5%) of the South Lyon Community School's per pupil foundation grant change for the 2012-2013 school year (i.e. if the per pupil foundation grant is increased by two percent (2%) from the 2011-2012 to 2012-2013, each step of the salary schedule would be increased by one and one quarter percent (1.25%), foundation grant defined as actual number of dollars for an individual student in the regular K-12 program).

Should the basic components of the per pupil foundation grant be changed from its 2011-2012 status, the parties will meet prior to August 2012 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2010

COMPENSATION 2013-2014

Each step of the 2013-2014 wage schedule shall be increased or decreased by a percentage equal to sixty two and a one-half percent (62.5%) of the South Lyon Community School's per pupil foundation grant change for the 2013-2014 school year (i.e. if the per pupil foundation grant is increased by two percent (2%) from the 2012-2013 to 2013-2014, each step of the salary schedule would be increased by one and one quarter percent (1.25%), foundation grant defined as actual number of dollars for an individual student in the regular K-12 program).

Should the basic components of the per pupil foundation grant be changed from its 2012-2013 status, the parties will meet prior to August 2013 to determine what, if any, effect the change has on this formula. The parties recognize that categorical and restricted monies will not count in this formula, except, as otherwise may be currently included in the foundation grant as of January 1, 2010

RETIREMENT RATE FACTOR

As part of a total compensation package, the retirement rate in any given year of the contract shall have an impact on the compensation received by employees. The "Retirement Rate Factor" may cause an increase, decrease or no change in any given year's total wages. The annual Retirement Rate Factor is defined as the percentage point difference between the actual retirement rate as determined by MPSERS and the Retirement Rate Benchmark as calculated by the District. The calculation is as follows:

2010-2011

2010-2011 Retirement Rate Benchmark (Estimated) = 15.17%

2010-2011 estimated retirement rate = 19.41%

Since the estimated retirement rate is higher than the estimated benchmark, employees would receive negative pay adjustments for the fiscal year equal to 4.24% of their 2010-2011 normal wages.

Retirement Rate Benchmark	15.17%
Actual retirement rate	<u>-19.41%</u>
Estimated Retirement Rate Factor	- 4.24%

2011-2012

For the 2011-2012 school year, the calculation will be made in the same manner as 2010-2011. The 2011-2012 Retirement Rate Benchmark shall be calculated by taking the 2010-2011 Retirement Rate Benchmark and increasing or decreasing it by the percentage change in SLCS's State Per Pupil Foundation Allowance from 2010-2011 to 2011-2012. The Retirement Rate Factor shall also be calculated in the same way.

2012-2013

For the 2012-2013 school year, the calculation will be made in the same manner as 2011-2012. The 2012-2013 Retirement Rate Benchmark shall be calculated by taking the 2011-2012 Retirement Rate Benchmark and increasing or decreasing it by the percentage change in SLCS's State Per Pupil Foundation Allowance from 2011-2012 to 2012-2013. The Retirement Rate Factor shall also be calculated in the same way.

2013-2014

For the 2013-2014 school year, the calculation will be made in the same manner as 2012-2013. The 2013-2014 Retirement Rate Benchmark shall be calculated by taking the 2012-2013 Retirement Rate Benchmark and increasing or decreasing it by the percentage change in SLCS's State Per Pupil Foundation Allowance from 2012-2013 to 2013-2014. The Retirement Rate Factor shall also be calculated in the same way.

GENERAL PROVISIONS

- A. Payment and deduct of the Retirement Rate Factor shall only be made based on the normal hourly schedule anticipated for each year as of October 1 each year. The Retirement rate factor shall not apply to subsequent salary adjustments, supplemental pay, or overtime. In the event any employee leaves the District prior to fulfilling their contract, they will be responsible to repay any excess payment. The Retirement Rate Factor formula refers to normal hourly schedule wages from July 1 through June 30 each fiscal year and applies the October 1 effective MPSERS rate to the entire fiscal year normal hourly schedule wages. Payment of the Retirement Rate factor, if applicable, shall be made no later than the first pay of each December.

For the purpose of calculating the change in the State Per Pupil Foundation Grant in any given year, the Foundation Grant used will be the final Foundation Grant as of the May State Aid Status Report. The exception to this rule will be regarding the calculation of the Retirement Rate Benchmark, Longevity Increase, and the Cash In Lieu payment, which will be based on the original approved State School Aid Budget. However, subsequent positive or negative adjustments to the Foundation Grant versus the original budget will be used to calculate the beginning Cash In Lieu payment, Longevity payment, and retirement factor for the subsequent year.

- B. The wage schedules set forth for Food Service employees are subject to renegotiations if the school lunch mandates or food service budget is changed by action of the legislature of the State of Michigan.
- C. Employees shall move from step to step during the period July 1, 2010 to June 30, 2014 pursuant to E below.

- D. All employees employed in a classified position will begin employment at the minimum appropriate pay range of the classification listed.
- E. Those employees who hire in prior to January 1, move up an increment on the next July 1. Those who hire in after January 1, move up an increment on July 1 following the next July 1.
- F. In the event classes are canceled in a building or throughout the District as a result of an Act of God, including but not limited to inclement weather, boiler failures, electrical failures, etc., employees not required to report for work shall receive their regular pay for such days for a maximum of five days provided the employee is not required to make the days up or to fulfill state requirements for the school year. Any days that do have to be made up, will be paid at the time they are made up. If a half day is scheduled to replace a full day, the food service employee shall be paid even though lunch would not be served that day. For bus drivers, regular wages shall include Kindergarten, vocational education routes, special education routes as well as other regularly scheduled routes. If an employee is required to work on a day that classes are canceled in a building or throughout the District, the employee is paid for their regular pay for that day and for the time worked at regular straight time.

In the event a building is closed after a school day has begun, employees in the affected building(s) will be expected to remain at work for four (4) hours of essential work duties.

- G. Shift differential: Including weekends, employees who work the hours of 10:00 p.m. and 5:00 a.m. shall receive an additional \$0.50 per hour worked during that time.
- H. Paychecks: Employee paychecks and/or pay stubs shall be distributed to employees in sealed envelopes.
- I. Employees who are employed by the Board shall receive an annual longevity payment according to the following schedule for 2009-2010:

After completion of 10 years - \$258.00

After completion of 15 years - \$318.00

After completion of 20 years - \$376.00

After completion of 25 years - \$434.00

These payments shall be paid in one lump sum in December, and the employee must be actively employed during December to receive payment and must notify the Employer in the year they become eligible or change steps on the longevity scale. The Employer will pay the longevity even if there has been an oversight when and/or if the oversight is caught and brought to the attention of the Employer. The amounts listed above are for the 2009-2010 school year. These rates shall increase by a percentage equal to seventy-five (75) percent of the per pupil foundation grant increase in each year of the contract.

- J. New hires shall be paid twenty-five cents (\$0.25) per hour less than the first year wage rate during their probation period.
- K. Food Service employees working in a unit manager position for four (4) or more hours per day will receive an additional twenty-five cents (\$0.25) per hour while working in that position that day.
- L. Training
 1. Each Environmental Services employee may be required to take part in inservice training each year. This training may include OSHA and MIOSHA safety training, procedural training and/or retraining for equipment and/or products, universal precautions, etc. This time may be before, during or after normal working hours. Because of the importance of training, failure to attend is subject to discipline, up to and including discharge.
 2. Each Food Service employee is required to complete statewide training in Sanitation & Safety and Basics prior to the end of the first year of regular employment.
 3. Each driver must complete the required yearly district medical training, Oakland County Drivers Education Program and any other training required by law. Payment will be at the driver's regular rate of pay.

ARTICLE 16 - BUS DRIVERS

A. Definitions

Route: A bus route describes a bus path; the location of stops; stop times; students assigned to that route; bus location and start time; and bus location and stop time. The purpose of a route is to get a specific group of students to or from home and school.

A "route" identification number (e.g. 44) or name (e.g. ECC) may be assigned to a combination of routes for the purpose of bidding, driver assignment, and vehicle identification.

B. Meal Reimbursements

1. A maximum reimbursement of Five dollars (\$5.00) will be paid for lunch and eight dollars (\$8.00) will be paid for dinner. A total of fifteen dollars (\$15.00) will be paid for a meal allowance if the trip time exceeds ten (10) hours.
2. Meal reimbursements will only be paid for trips that occur all or in part during the normal lunch hours of 11:00 a.m. until 2:00 p.m. and normal dinner hours of 5:00 p.m. until 8:00 p.m.
3. For the purposes of determining whether a meal reimbursement will be paid, trip time is the posted leave time shown on the blue sheet and the actual return time (to the school or to the garage, whichever comes first.)
4. Time taken for a meal is not to be included in trip time unless the driver has to stay at the trip destination or unless the students and/or their sponsor/administrator stop for a meal. This must be pre-planned. If not pre-planned, and if the driver has time, permission to stop may be approved by calling the garage.
5. Meal reimbursements will only be paid for trips that require the driver to wait for the students, except as noted below.
6. No meal reimbursement will be paid for over and back trips unless the trip time is more than six (6) hours.
7. No meal reimbursement will be paid for trips within the district, unless the entire trip occurs during the normal lunch hours of 11:00 a.m. until 2:00 p.m. or normal dinner hours of 5:00 p.m. until 8:00 p.m. Trip time is the posted leave time shown on the blue sheet and the actual return time (to the school or the garage, whichever comes first).
8. No meal reimbursement will be paid for trips when students are dropped off on one day and picked up on another, except fifth grade camp.
9. Drivers are expected to enter the correct amount of the meal reimbursement on their blue sheets every trip.
10. A meal reimbursement will not be paid if the conditions above are not met.
11. Payments for meal reimbursement will be made every quarter.
12. A receipt must be presented for reimbursement.

C. Driver Compensation

1. Drivers shall be paid for actual time worked, which includes drive time, layover time, 10 minutes for each bus pre-trip inspection when departing the bus yard, and 5 minutes for each bus post-trip inspection after returning to the bus yard. The total computerized routing system time for each day will establish each driver's base time for pay purposes (to the minute). There will be no timing, there will be no guarantees (except as identified below), and this will apply to all routes such as regular education routes, special education routes, mid-day routes, half days, late-start days, out-of-district special education routes, summer routes, etc. Additional times such as drug tests will be added to that day's base time.
 - a. Guarantee: one hour minimum for each time a driver reports to work
 - b. Guarantee: mid-day ECC, Voc, and kindergarten routes one hour and fifteen minutes per route
2. No driver shall be paid more than once for the same time period, except as noted in paragraph 9 of this section.
3. Drivers will be paid fifteen (15) minutes per week for bus cleaning, bus washing, and fueling. Layover times shall also be used for accomplishing these tasks. This fifteen (15) minute cleaning-washing-fueling time, the ten (10) minute pre-trip inspection times, the five (5) minute post-trip inspection times, plus the daily base times (from the computerized routing system) shall be totaled to the minute for one week to develop a daily average (to the

minute) that will be used for snow days, sick days, PTO days and holiday pay. Drivers are responsible for ensuring any bus driven has at least one half (1/2) tank of fuel.

Drivers permanently assigned more than one bus will be paid fifteen (15) minutes per week for each bus for cleaning, bus washing, and fueling.

4. Actual route times established during the first three (3) weeks of school that result in a morning and/or afternoon average actual end time within five (5) minutes (plus or minus) of the computerized routing system end time will be considered satisfactory.
 5. During the first three (3) weeks of school drivers shall notify the immediate supervisor in writing (on a standard form) of any adjustments needed on their routes with either the computerized routing system or the route itself. Average actual route end times that do not fall within the five (5) (plus or minus) minute threshold shall be reported to the immediate supervisor for research. Drivers shall also notify the immediate supervisor of school arrival times that are not within acceptable timeframes (either too early or too late as established by the immediate supervisor).
 6. Drivers shall notify the immediate supervisor any time a long-term (defined as more than five (5) days) change in the route causes the actual drive end time for either the morning or the afternoon to vary by more than five (5) minutes from the computerized routing system end time. The immediate supervisor will research the change and make adjustments to either the route or the computerized routing system. After adjustments are made, the computerized routing system total time will be used to establish the driver's new base time in accordance with Article 16, paragraph C.1 (to the minute).
 7. Drivers shall report a student who has stopped riding their bus for at least 5 days and which results in a drive time change to the route that exceeds 5 minutes. Drivers shall also report any student who does not ride the bus when they are the only student at the stop.
 8. Delays on any given morning or afternoon in excess of thirty (30) minutes beyond the computerized routing system end time shall be approved/disapproved by the immediate supervisor. If approved, compensation will be paid to the minute, calculating the total time worked for that day by adding the excess drive time to the total computerized routing system time for the day. Running out of fuel shall not constitute reason for additional pay.
 9. Drivers assigned to routes other than their own by the dispatcher shall be compensated according to their base time or the actual drive time to the minute, whichever is greater. Any time a route is doubled, split, or a driver is assigned to a route other than their own, the driver shall be paid a minimum of fifteen (15) minutes over their base or the actual time whichever is greater. This does not apply to transfers.
- D. If a driver's route is canceled, the following provisions will apply regarding pay:
1. If there is another route that needs to be covered, the driver must drive it in order to be paid unless the driver would have to leave more than fifteen (15) minutes before his/her regular route leaves the garage or return fifteen (15) minutes after his/her regular route returns to the garage.
 2. If the driver refuses, he/she shall not be paid for his/her canceled route.
 3. If the driver agrees to drive the route, he/she will receive at least the minimum for his/her canceled route or actual time at the one (1) minute rule, whichever is greater.
 4. The drivers with canceled routes will be asked in reverse order of seniority to take the route that needs to be covered.
 5. If there are no routes that need to be covered, and a driver's route is canceled, he/she will be paid the guarantee.
- E. Regular drivers shall be available to do extra routes, unless the driver notifies the immediate supervisor in writing that they are not available to do more than their regular assigned route. Such non-availability must be for a minimum of twenty (20) working days. Drivers who decline three (3) times per semester to do extra routes shall not be eligible for extra routes for the next twenty (20) working days. This shall not apply to cases of jury duty, Worker's Compensation, or a death in the immediate family. For emergency situations, the Director of Operations may waive the 20-day restriction on a case-by-case basis.
- F. Layover-time Payment. If the time between any daily scheduled route and a trip is less than one (1) hour, the driver shall count it as layover time and shall be paid at their regular rate of pay for such time. Drivers shall use such time for clerical work pertaining to busing of children, bus cleaning, bus washing, and bus fueling, providing the layover time is sufficiently long enough to accomplish any of these tasks.

- G. Pay for Trips. All trips shall be paid at the driver's regular hourly wage for both driving and layover time in accordance with Article 16, paragraph C. 1.
- If a canceled trip was to take place during the driver's regular route time, such driver shall be permitted to take his/her regular route provided that another driver or a substitute driver has not already reported for duty or en route. If another driver is already assigned and has reported for duty, the driver with the canceled trip shall be paid for an alternate assignment or a minimum of one (1) hour of wages if there are no alternate assignments available.
- Instead of the ten (10) minute pre-trip and five (5) minute post-trip times given for daily routes, drivers shall receive twenty (20) minutes before "leave time" and ten (10) minutes after the final "return to garage" time for each trip.
- H. Summer Routes. The immediate supervisor shall determine the number of routes to be driven. Summer routes shall be posted by the supervisor and drivers who are interested shall sign the posting. Drivers will be assigned to drive these routes according to seniority. Summer drivers shall be paid at their regular school year rate in accordance with Article 16, paragraph C.1. If subs are needed for summer routes, regular drivers shall be called before substitute drivers are called.
- I. Summer Trips. If known, summer trips shall be posted and assigned within the last two (2) weeks of school. When posted, they will be assigned in accordance with the trip assignment process in Article 16, paragraph N. Only drivers who sign the summer sign-up list will be eligible.
- J. Special Education Routes that begin prior to the Bid Day will be offered to drivers using the Seniority List. The routes will then be available for bidding on the regular Bid Day. Vocational routes are not bid routes, but assigned routes and therefore will be covered prior to the start of the school year by the summer sub driver list.
- K. Special Conferences and Meetings. Special conferences are defined as those called by or approved in advance by the immediate supervisor with parents, building administrators etc. Bus drivers shall be paid at their regular hourly rate for all conferences held with parents and the immediate supervisor, or meetings called by the immediate supervisor. Attendance at department meetings shall be mandatory unless the driver is driving or unless he/she has received approval from the immediate supervisor to miss the meeting for an unavoidable reason, as determined by the immediate supervisor. Meetings will be announced at least one (1) week in advance, unless an emergency or other last minute meeting is necessary.
- L. Bus Drivers' Continuing Education. Drivers have the responsibility to complete the Continuing Education courses required by the Michigan Department of Education. Drivers must attend the program as often as required by law. Drivers' will be paid their regular hourly rate for each hour of class time attended. Failure to attend is subject to discipline, up to and including discharge unless the absence is approved by the Director of Operations. This is also the case for mandatory meetings or training sessions called by the immediate supervisor at least one week in advance. Personal Business days shall not be approved on mandatory meeting or training days.
- M. Jackets. The district will purchase one jacket every two years for each regular driver. The jackets will be worn when the weather warrants. The cost of the jacket must be approved by the immediate supervisor.
- N. Trip Procedure:
1. All trips available on trip assignment day shall be assigned by management at weekly trip assignment. If trip assignment cannot take place on Thursday at 9:15 a.m., management will give advance notice to drivers.
 2. Only drivers who sign up on bid day as interested in taking trips shall be eligible for trip assignments, which will be effective for the entire school year. Drivers must be present at trip assignment to be eligible for trips unless the driver is on a trip at that time. This shall be considered an excused absence from trip assignment and shall be handled by the absent driver annotating the weekly trip list with their desired trip assignments.
 3. When possible, last minute or emergency trips that occur outside of the weekly trip assignment process will be assigned in order of seniority. However, the determination as to which driver will drive an emergency trip is not grievable.
 4. For non-emergency added trips that become available outside of the weekly trip assignment process and that must be assigned prior to the weekly assignment, these trips will be posted unless there are drivers on the "canceled" list. Management will call drivers on the "canceled" list first (and in order) to attempt to assign the added trips.
 5. A driver who cancels his/her trip assignments shall lose his/her first turn at the next trip assignment time. Drivers who cancel trips three (3) times per semester shall not be eligible for trips for the next 20 working days. This

shall not apply to cases of jury duty, subpoenas due to work-related issues, Workers Compensation, or a death in the immediate family as defined in Article 13 - Absence from Work.

6. If no drivers are available or do not volunteer for a trip, a substitute driver may be awarded the trip.
7. All trips must be driven in order to be paid for and compensation will be paid in accordance with Article 16, paragraph C. 1.
8. Drivers shall be notified of a trip cancellation as soon as possible after the Transportation Department is notified. Drivers shall be paid a minimum of one (1) hour's wages at the current wage scale for canceled trips when the driver has not been notified at least one (1) hour before the trip is scheduled to leave.
9. A "drop and pick-up only" trip is defined as any trip which requires the students to be driven to a specific destination and then picked up at a later time the same day. The driver does not stay and wait for the students.

On trips which the driver is required to drop students off, return to the District and then return to pick up the students, there shall be no less than one and one half (1 1/2) hours between the time the driver is scheduled to return to the District and the time they are scheduled to leave for the pick-up. If less, the driver will not return to the District. Such determinations will be made by the estimated scheduled time and this will not apply to trips within the South Lyon Community Schools District boundary.

10. When students are dropped off on one day and picked up on another day, each day will be considered a separate trip (e.g. 5th grade camp trips).
 11. An attempt will be made to provide the driver an opportunity to work regular and additional hours. In recognizing the safety of the passengers and driver, alternative arrangements may have to be made in order to complete the trip request. For example, if a trip assignment conflicts with a regularly assigned route, the driver may relinquish the assigned route (or routes) on a no-pay basis in order to achieve both an adequate rest period and the maximum driving opportunity for the driver.
 12. The "return-to-garage time" in the computerized routing system will be used in the calculation of trip start times for compensation purposes.
 13. The "return-to-garage time" in the computerized routing system will be used to determine if a driver will be available for a scheduled field trip leave time. This determination will be made by the Transportation Department Dispatcher. Any challenges by a driver on this determination will be referred to the Director of Operations, who will make the final decision on the matter.
 14. If a driver has to exchange buses with another driver in order to take a trip, no compensation time shall be added to the regular route of either driver.
 15. A driver being administered a random drug test on site shall be paid for the actual time involved in accordance with Article 16, paragraph C.1. A driver involved in an accident and required to take a drug test shall be driven to and from the testing location and will be paid for the actual time involved in accordance with Article 16, paragraph C.1. A driver waiting for results of a drug screen must use sick bank time in accordance with Article 12 – Employees' Benefits B.1. Should the drug screen prove to be negative and the accident investigation clears the driver the sick bank days will be re-credited to the employee. If the accident results in the driver receiving a ticket for a traffic violation, the sick bank time shall not be re-credited.
 16. The computerized routing system shall be used to determine if drivers are available for trips. Students shall not be transferred between routes to make the driver available for a trip without permission from either the dispatcher or the Director of Operations.
- O. The bus driver must at his/her own expense, obtain his/her first Commercial driving license. Fees for renewal of the CDL will be reimbursed to the driver. After one (1) year of seniority, a new driver will receive one hundred dollars (\$100.00) for the initial on-site training hours.
- P. Drivers are not permitted to transport non-scheduled passengers, including their own children, on their regular routes or trips.

- Q. A driver and teammate will be assigned each kindergarten route for the first three (3) midday kindergarten days, and a driver and teammate will be assigned each ECC route for the first three (3) ECC days. These drivers shall be paid at their regular rate. One (1) driver shall instruct new kindergartners and ECC students on crossing, loading and unloading, and safety.
- R. Drivers have the responsibility of starting their assigned bus and doing a complete pre-trip check prior to each departure from the garage. Drivers shall not walk away from their bus while it is idling.
- S. Prior to leaving the bus after a route or a trip, the driver must inspect the interior of the bus (per CDL) all the way to the rear emergency door, especially checking for any students who may still be on the bus.
- T. Drivers have the responsibility to notify the Transportation Office at least one (1) hour prior to their morning route start time, but no later than 5:30 a.m., and at least two (2) hours prior to their afternoon route start time if they are going to be absent. Drivers also have the responsibility to report to the lounge to check for messages before and after every route.
- U. Drivers have the responsibility of collection of the necessary data for transportation records and reports, including, but not limited to Drivers Daily Safety Inspection forms, bus conduct reports, student counts, trip sheets, etc. Drivers have the responsibility to meet with the supervisor when asked to discuss routes, student problems, parent concerns etc. Each driver shall receive a total of four (4) hours pay per year for such work. This will be paid on the last paycheck in June.
- V. Drivers have the responsibility of complying with assigned routes, trips and stop instructions. Drivers are not authorized to change the established route, established bus stops or trip itineraries in any way without approval of the dispatcher or immediate supervisor, except in emergencies such as road conditions or closures, detours, etc. Any permanent route changes authorized by the dispatcher or immediate supervisor will be put in writing and given to the affected driver.
- W. Drivers have the responsibility for cleaning buses assigned to them for routes and/or trips. Drivers are expected to clean their buses when needed. The following items are not allowed on buses: window decorations, personal radios and other personal items. The floor under the driver's feet must be kept clear of loose items.
- X. Drivers have the responsibility of using various methods to handle discipline problems on the bus. A driver does not have the authority to put a student off his/her bus. Drivers must have the dispatcher's or the Director of Operations' permission to return unruly students to a school for disciplinary action by a principal.
- Y. Drivers have the responsibility for the safety and welfare of the students while on the bus. When unsafe conditions exist the driver shall stop the bus and notify the dispatcher or immediate supervisor. If the conditions do not improve so that the bus can continue, the dispatcher or immediate supervisor shall notify the proper authorities.
- Z. Determination of Assignments
 1. Prior to the beginning of the school year, the immediate supervisor will establish the routes and estimate the time each route will take using the computerized routing system. The immediate supervisor will assign routes to drivers that are as close as possible to the routes the drivers drove during the previous school year. A Union committee may assist with these assignments, but the immediate supervisor will make the final determination. A Union committee will review the routes with the Supervisor prior to public notification of routes. On the first Tuesday in October drivers will bid on routes in order of seniority. Once awarded a route through the bid procedure that shall be the driver's route, unless he/she bids on and is awarded a vacant route. The senior driver at an elementary school will have the option of being assigned the daily a.m. transfer of students to other elementary buildings, unless such assignment will cause students to be late for school. Example: magnet program students. Drivers shall begin driving the route they bid on the first day of the next pay period following the bid day.

Drivers will receive pay equal to the previous year's daily base payment (or guarantee from the 2009/2010 school year) or the temporary new daily base payment at the beginning of the new school year, whichever is greater, until they begin driving their assigned route on the first day of the next pay period following the bid day.
 2. New or permanently vacant routes will be posted for five (5) full working days prior to filling. Said posting will be made as soon as possible upon creation of a new route or vacancy and shall be filled, in writing, prior to an afternoon route and prior to the seventh (7th) day after first being posted. Employees awarded a bid shall be assigned the route on the morning of the following work day.
 3. Drivers shall be entitled to bid on new or permanently vacant routes. However, once a driver has bid on and received a new or permanently vacant route, that shall be that driver's route for the rest of that school year. The

initial bid on bid day shall not be considered a transfer and each driver shall be entitled to one transfer during the year. Length of route will not be considered, only seniority. The same rule shall apply to mid-day/Kindergarten routes. Drivers shall be entitled to one mid-day/Kindergarten transfer during each semester.

4. Leftover routes following the bid day at the beginning of each school year will be settled by posting the routes. However, if a driver bids on a route on bid day and then transfers to a leftover route within the posting period, that will be the driver's only opportunity to transfer during that school year.
5. Long-term assignments, defined as a route where the regular driver is absent more than five (5) consecutive days and the Administration was notified in advance of the absence, shall be assigned as follows:
 - a. If the vacant route does not include an elementary route, the route shall be filled by a substitute driver.
 - b. If the vacant route includes one or more elementary routes, the vacant route will be offered by seniority to drivers who do not have an elementary route. If a driver elects to drive the temporarily vacant route, they shall remain on the route until the regular driver returns to work. The vacated (secondary only) route shall be filled in accordance with paragraph 5.a. above.
 - c. In 5.b above, if the driver bids into a new permanent route, elects to drive another route scheduled to have a longer vacancy, or elects to return to their regular route, the vacant route will be offered again by seniority to drivers who do not have an elementary route and the process in 5.b above will be repeated.
 - d. Routes shall not be split up during vacancies, unless the immediate supervisor determines it would be in the best interest of the District to do so.
6. Special Education routes that begin prior to the first day of school shall be offered as substitute routes to drivers using the seniority list.
7. Vocational routes that begin prior to the first day of school shall be assigned to drivers from the summer substitute driver list. On the first day of school vocational routes will be assigned in accordance with Article 16, paragraph Z.1.

AA. Accidents

1. Chargeable accidents shall be entered in the driver's record. Depending upon the circumstance, discipline may be imposed, up to and including discharge.
2. All injuries to children while mounting, dismounting, or riding on the bus must be reported to the supervisor's office.

BB. Mechanic on Duty - For protection in case of a breakdown, a mechanic shall be available at all times.

CC. Midday and/or late day Routes

1. Assignment of drivers and teammates to midday and/or late day routes shall be permanent for one (1) semester. Drivers may volunteer to drive midday and/or late day routes by signing the sign up sheet prior to the beginning of the school year or prior to the second semester. Assignments will be made by seniority. A teammate will be assigned who will drive if the regular driver is absent, but the driver is the one responsible for the route.
2. If such a route is eliminated by the administration, the low seniority midday driver will lose the additional assignment.
3. Teammate drivers may not be utilized as teammates for more than one such assignment. Regular bargaining unit members who sign up as interested in substituting for absent teammates will be offered such substitute work first. If there are not enough bargaining unit members who volunteer for teammate responsibilities, substitutes may be asked.
4. In the event that the driver responsible for the first semester route does not drive the route at least fifty percent (50%) of the time per semester he/she will not be eligible to take a midday or late day route the second semester. This shall not apply to cases of Worker's Compensation, jury duty, subpoena due to a work-related issue, negotiations or death in the immediate family as defined in Article 12 and 13 respectively. Substitutes for the routes will be on a volunteer basis.
5. Substitute drivers shall be considered for permanent midday and/or late day routes in the event sufficient volunteers are not available from the regular drivers.

6. When the regular permanent midday and/or late day driver is going to take time off work, such regular driver shall ask the teammate to drive and shall so notify the immediate supervisor or designee. If the teammate is unavailable, it is the permanent midday and/or late day driver's responsibility to notify the immediate supervisor or designee prior to the a.m. route that a substitute driver is needed for the midday and/or late day route. This provision shall not apply in the case of illness, in which case the driver shall notify the supervisor prior to 5:30 a.m. and the supervisor or designee will notify the teammate. If the teammate is unavailable to drive the immediate supervisor or designee shall obtain a substitute driver from the volunteer list on a rotating basis.
 7. For half or partial school days, if a driver's regular route conflicts with the time of an assigned mid-day route and the driver elects to drive the regular route, the mid-day route will be assigned that day to either another regular driver by seniority if one is available or a substitute driver.
- DD. Except as noted otherwise, substitute drivers shall be used only as replacements for regular drivers when regular bargaining unit drivers are unavailable.

EE. Time cards

1. Drivers must put actual times on their time cards.
2. Since automatic time clocks are not used, due to the complexity of paying for routes, guarantees and trips, errors may be made on time cards. It is understood that if there is an error on a time card, due to a mathematical mistake or due to the driver misunderstanding the Master Agreement and/or the Letters of Agreement, the district has the right to correct the error. When that happens, it is understood that the immediate supervisor will discuss the reason for the correction with the driver if asked to do so. If a compensation error was made, it is agreed that it will be corrected through payroll deduction or additional pay on the next payroll submission date.

FF. New Driver Sponsorship

1. A current driver who recruits a new driver will receive a sponsorship fee of \$1000.00. The payment of this fee is subject to the following conditions:
 - a. A sponsorship form will be signed by both the sponsoring driver and the prospective new driver. This form must be presented at the time of application, so there can be no question later about who recruited the new driver.
 - b. After successfully passing all qualifying training and testing, the pre- employment physical and the pre-employment drug/alcohol testing, the new driver must actually work a total of 120 days, as a substitute, as a regular driver or as a combination of both. For the purposes of this Letter of Agreement only, a half-day will count as a day worked.
 - c. Once the new driver has worked 120 days, the sponsoring driver will receive a \$1000 sponsorship fee.
 - d. If the 120 days are not served by the end of the first year, the sponsorship fee will still be paid once the 120 days are worked.
 - e. The sponsorship fee will only be paid once for any given new driver i.e. if a new driver is hired, works the 120 days, resigns and then returns sponsored by another driver, a second sponsorship fee will not be paid.

GG. Bus Assignment

1. Management has the right to assign buses based on documented medical restrictions/needs.

ARTICLE 17 - DRIVER PROTECTION

- A. The Administration will accept the responsibility to give appropriate support and assistance to bus drivers with respect to the maintenance of discipline on school buses.
- B. If a driver is threatened with or subjected to legal suit by reason of customary and appropriate action against a student, (provided such action occurs within the scope of the driver's employment with this school district), the Board will review and provide the necessary legal assistance to the driver in his/her defense.
- C. Any case of work related assault will be reported promptly to the Superintendent or his/her designated representative. If the assault is by an adult person who is not a student, the Superintendent or his/her designated representative will promptly report the incident to the proper law enforcement authorities. In either case the Board shall provide legal counsel to advise the driver of his/her rights.

- D. As a result of an incident outlined in B. or C. above, the driver shall not incur loss of wages or sick leave time for maximum of one (1) year, or until Worker's Compensation begins. The district shall not be liable for any damages compensable under Worker's Compensation. Should this benefit be found to be subject to the coordination requirements of Workers' Compensation, such that the amount of Workers' Compensation benefits is reduced, the employee shall not be allowed the use of this benefit and shall receive only the Workers' Compensation benefit provided by that statute.
- E. Should an employee while at an out of district event suffer any loss, damage or destruction of clothing or personal property as the result of a documented assault and/or battery that has been while on duty, the Administration will reimburse the employee up to \$100.00, provided reimbursement is not covered by an individual's insurance policy.

ARTICLE 18 - NO STRIKE CLAUSE

The Union agrees that during the entire life of this Agreement, there shall be no sanctioned or condoned strike, sitdown, staying, slowdown or work interference or curtailment of any kind for any reason. The Union agrees it will not cause or permit its members to cause, nor will any member of the Union take part in any picketing of any of the District's schools or buildings.

The Union further agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, sitdowns, stayins, slowdowns, picketing, or work interference or curtailments of any kind by notifying the employees and the public that it disavows these acts.

All stewards and officers of the Union shall take prompt affirmative action to try to prevent any wildcat strikes, sitdowns, stayins, slowdowns, picketing, or work interference or curtailments of any kind.

The Union agrees that the District shall have the right to discipline (including discharge) any or all employees who violate this Article.

ARTICLE 19 - RULES AND REGULATIONS

- A. The Board may at its discretion or as called for by law, require that all employees undergo physical and medical tests and examinations by a Board appointed doctor when such tests and examinations are considered to be of value to the District in maintaining a capable work force, employee health and safety, etc. These tests might include, but are not limited to, drug tests, range of motion and psychological. All such examinations, if required, will be at the Board's expense.
- B. The Board may at its discretion require that employees provide medical data from the employee's doctor for any illness or injury which has resulted in lost work time.
- C. At least once every three (3) years, if required by law, such employee as may be required by law or by the Board shall show evidence of his/her continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray through an examination by the Board's designated physician at the Board's expense.
- D. The employee is directly responsible to the director or supervisor of the appropriate department.
- E. There shall be no other avocation practiced while on duty as an employee of this school district.
- F. Building engineers and unit managers are the work leaders in their respective departments. In addition to specific duties as listed in their job descriptions, they are to carry out the orders of their supervisors as leaders of the work force rather than as supervisor. Their responsibility is to see that the work force they lead carries out the work orders of the Supervisors. In the event of non-compliance by the work force, they are to notify their supervisors so that the Supervisor may take corrective action.
- G. Should the Administration decide to provide uniform shirts for environmental services employees, said uniform shirts will be worn during working hours. Prior to making any decisions regarding the make or type of shirts, the Union will be given the opportunity to provide input to the district.
- H. Food Service employees shall wear smocks provided by the Administration. Prior to making any decision about the make, style or color of smock, the food service supervisor will seek input from the Union. The Union and the food

service supervisor will come to agreement on the number of smocks to be purchased. Once the smocks have been purchased, they shall be worn at all times while on the job, including catering.

ARTICLE 20 - GENERAL

- A. This Agreement supersedes all previous agreements, verbal or written, or based on alleged District practices, between the District and its employees or the Union and constitutes the entire agreement between the parties. Any employee benefits not expressly provided for herein may be discontinued at any time at the sole discretion of the District. Any amendment or agreement supplemental here to shall not be binding upon either party unless executed in writing by the parties hereto.
- B. If any article or section of this Agreement shall at any time be held to be contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the District and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.
- D. Job Evaluations: All employees shall be evaluated at least once every two (2) years and receive a copy of the evaluation.
- E. Both parties recognize the need for unbiased, accurate performance evaluations. To this end the parties shall jointly devise a performance evaluation system. It is understood that the Administrations decision is final should there be any areas of dispute. A final system shall be agreed upon within ninety (90) working days after ratification of this Agreement. The ninety (90) days may be extended by mutual consent.
- F. When a new building is opened, the district will notify the Union of any changes in working conditions, procedures, methods of filling vacancies, etc. and upon request meet with the Union regarding such changes.

ARTICLE 21 - DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective as of ratification and execution of this agreement by both parties (unless otherwise noted) and shall continue and remain in full force and effect to and including June 30, 2014.
- B. If good faith negotiations are in progress at the expiration date of this Agreement, the Agreement may be extended by mutual agreement, with the exception of incremental raises, until a new Agreement is reached.
- C. IN WITNESS WHEREOF, the Union and the Board have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first written above.

Board of Education
South Lyon Community Schools

Teamsters Local
Union No. 214

President

Business Representative

Vice-President

Chief Steward

Secretary

Steward

Treasurer

Steward

Steward

Steward

APPENDIX A

South Lyon Community Schools

345 South Warren
South Lyon, Michigan 48178

GRIEVANCE REPORT

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214

Date: _____

Name: _____ **Employer:** _____

Street: _____ **Department:** _____

City or Post Office: _____ **Division or District:** _____

State, Zip Code: _____ **Address:** _____

Residence Phone No.: _____ **Telephone No. (Office):** _____

How Long Employed? _____

Classification: _____

Rate per hour: _____

Please State: Grievance – Violation of Article or Section, Etc. – Remedy Requested.

List Articles Violated: _____

Grievant's Statement: _____

Remedy Requested: _____

Steward's Name: _____

Signed By: _____

FORMS: A/GRIEVANCE