

# South Lyon Community Schools

Teamsters  
Local Union No. 214

**July 1, 2014- June 30, 2018**

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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 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 six (6) Stewards per day, with whole or half days only, provided this does not impact any department by more than two (2) employees; excluding the Chief Steward.

#### **ARTICLE 4 - UNION SECURITY**

- A. Employees may organize together or form, join, or assist in labor organizations; engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection; or negotiate or bargain collectively with their public employers through representatives of their own free choice.
- B. Employees may refrain from any or all of the activities identified in Paragraph A. above.
- C. No person shall by force, intimidation, or unlawful threats compel or attempt to compel any public employee to do any of the following:
1. Become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection or refrain therefrom.
  2. Refrain from engaging in employment or refrain from joining a labor organization or bargaining representative or otherwise

affiliating with or financially supporting a labor organization or bargaining representative.

3. Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

D. 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. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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. Either departmental Steward may handle grievances and or investigatory meetings per the employee's request, provided this does not delay an investigation or grievance.
- 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 ten (10) 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 ten (10) 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, an Union representative, and him/herself, for the purpose of discussing said grievance.
- c. Within ten (10) 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 thirty (30) 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 previously documented 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.
  9. The Administration has the right to discharge a bus driver who fails a random drug screening.
- 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
- Custodians
- 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, except for Worker’s Compensation leave, where seniority shall continue through the leave duration.
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 maintenance and food service employee shall be given a notice of employment on a ninety (90) calendar day probationary basis. A beginning regular bus driver employee shall be given a notice of employment on a ninety (90) drive 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 or ninety drive day requirement. Bus drivers and Food Service shall not count summer, but shall count school vacations and breaks for probation time served.
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. The bus driver seniority list shall be posted in October and February.

## **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, unless other arrangements are mutually agreed upon, but not to exceed an additional two working days. 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.
13. Part time employees shall be offered additional hours, by seniority, but not to generally exceed 28 hours in one week.
14. The regular Custodian seniority list shall be used by volunteer, for assigning extra overtime project work or summer work assignments for activities and events. This would be by building first and then offered district wide, and if no volunteers then assigned by reverse seniority at the building level.

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 two (2) hours 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.
  6. Building engineers shall be offered the ability to be on call. The on call designation shall be allocated by seniority and on a rotating basis. The on call building engineer must commit to being accessible and within 20 minutes from the district boundary while on call. The on call week shall be defined as 10:30 pm to 5:30 am Monday through Friday and from 10:30 pm Friday through 5:30 am Monday. The on call building engineer will be compensated with four (4) hours of overtime pay plus actual pay for each time called in, or two hours, whichever is greater.
- 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 in Food Service will be offered by seniority at the affected building. In the event all employees refuse the extra work, the employee with the most seniority in other buildings shall be offered the work. Left over required work shall be assigned to the workers by reverse seniority, District- wide.
  - 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 one (1) person in that building by seniority for the first available position. Thereafter, the overtime shall be offered Food Service department-wide, by seniority.

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 for Environmental Services and Food Service, snow 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 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 | 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.

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.
6. Bus drivers shall no longer receive any new PTO days, beginning with the 2014-15 fiscal year. Up to the remaining 2013-2014 employee balances in the sick bank as of June 30, 2014 shall be paid to each employee based on their effective rate of pay at 1/3 of their sick bank balance no later than August 30, 2014. Employees also have the option of retaining all or a portion of their bank for future use. To utilize this balance, an employee must be off at least three consecutive days and produce a doctor's note. The days would then be paid back to the first day of illness.

#### 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 - \*If scheduled in the teachers' contract

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

1. Employees will receive the holidays listed above providing they meet all of the following eligibility rules:
  - a. The employee has completed the probationary period as of the date of the holiday.
  - b. The employee must have worked the entire shift (a.m. and p.m.) of the last scheduled working day prior to and the entire shift (a.m. and p.m.) of 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 shall receive one hundred percent (100%) of the employer's contribution toward health care plan. 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 23.5 hours or more 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 shall receive one hundred percent (100%) of the employer's contribution toward health care plan. 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.

- A) Per Public Act 152 of 2011, as amended, the District will make contributions to a negotiated Medical Benefit Plan for eligible employees for the following amounts for the 2014 calendar year:

\$5,857.58 single

\$12,250.00 individual and spouse, or individual and one (1) dependent

\$15,975.23 family



- B) These caps will change annually based on the index described in Public Act 152 of 2011.
- C) The participant shall reimburse the District for his/her portion of the premium, if applicable, through payroll deductions in equal amounts from the participant's regular pay.
- D) In the event of a premium increase, change in family status, or any other event that would cause the District to exceed the limitations established by Public Act 152 of 2011, the District shall make the proper adjustment to the payroll deductions for affected participants.
- E) If PA 152 of 2011 is amended or repealed thereby making any or all of that law unenforceable or should a court of competent jurisdiction issue a decision that all or part of PA 152 is unconstitutional or not otherwise legally effective, the District will still continue to follow the parameters established under PA 152 for the duration of this Agreement.

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. Employees benefit period shall be from January 1 – December 31 each year.

Eligible employees electing not to be covered by health insurance premiums will receive Cash in Lieu of health in the amount of \$2,233.22 (2013-14 amount) per year which shall be adjusted by sixty two and a half percent (62.5%) of the per pupil foundation increase or decrease in 2014-2015 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 dental plan in effect on August 1, 2014.
- 4. Vision Care - A full family Vision Care Program comparable to the vision plan in effect on August 1, 2014 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.

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. As long as the employee is eligible and actively working and 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 sixtieth (60) calendar day 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.

## **ARTICLE 13 - ABSENCE FROM DUTY**

### **A. Death in the Immediate Family**

1. A regular employee may be granted a maximum of three (3) days leave on full pay in the event of death of a member of the immediate family, and two (2) additional days which are deductible from accumulated sick leave allowance or PTO, or are allowed as non-paid days for drivers. Any of these paid or unpaid days may also be scheduled, for attendance at a bona fide memorial service, if held at a later date. Documentation shall be required.
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 within the employee work calendar (not including holidays), subsequent paid time off days shall be credited back to the employee, not to exceed the three (3) 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, except excluding summer months of bus drivers and food service workers. 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.

#### C. Uniformed Services Leave

1. A leave of absence shall be granted to an employee who is inducted or enlists in any branch of the uniformed forces of the United States.
2. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States.

#### 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 for the primary care of children during infancy (approximately to 12 months) 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 and Subpoenas

1. 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.
2. Employees subpoenaed to testify in court over a matter arising out of their employment and for which they are not a party to shall not suffer a loss of time or pay, less any fees received from the court for such duty.

**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. For food service workers going from cook/baker to kitchen manager, the step increase shall include using the additional twenty-five cents (.25) added to their cook/baker step.
  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

### \* 2013-2014 Wage Scale for Employees hired after July 1, 2006

| Years of Service | * Building Engineer | * Custodians Delivery Grounds | * Food Service Manager | * Cook/Baker |
|------------------|---------------------|-------------------------------|------------------------|--------------|
| 0-4              | \$15.02             | \$13.02                       | \$11.36                | \$10.28      |
| 5-9              | \$15.68             | \$13.72                       | \$11.86                | \$10.56      |
| 10               | \$16.83             | \$14.84                       | \$12.94                | \$11.49      |

### 2013-2014 Wage Scale for Employees hired Prior to July 1, 2006

| Years of Service     | Building Engineer | Custodians Delivery Grounds | Food Service Manager | Cook/Baker |
|----------------------|-------------------|-----------------------------|----------------------|------------|
| 1 <sup>st</sup> Year | \$15.02           | \$13.02                     | \$11.36              | \$10.28    |
| 2 <sup>nd</sup> Year | \$15.35           | \$13.38                     | \$11.54              | \$10.44    |
| 3 <sup>rd</sup> Year | \$15.68           | \$13.72                     | \$11.86              | \$10.56    |
| 4 <sup>th</sup> Year | \$16.01           | \$14.07                     | \$12.21              | \$10.89    |
| 5 <sup>th</sup> Year | \$16.37           | \$14.43                     | \$12.51              | \$11.14    |
| 6 <sup>th</sup> Year | \$16.83           | \$14.84                     | \$12.94              | \$11.49    |

| Drivers                      |         |
|------------------------------|---------|
| Starting Wage                | \$13.22 |
| After 90 Actual Driving Days | \$14.06 |
| 4 Years                      | \$15.84 |
| 10 Years                     | \$16.27 |



**COMPENSATION 2014-2015**

**2014-2015 Wage Scale for Employees hired after July 1, 2006**

| <b>Years of Service</b> | <b>* Building Engineer</b>    | <b>* Custodians Delivery Grounds</b> | <b>* Food Service Manager</b> | <b>* Cook/Baker</b>           |
|-------------------------|-------------------------------|--------------------------------------|-------------------------------|-------------------------------|
| <b>0-4</b>              | <b>\$15.02 +<br/>62.5% PP</b> | <b>\$13.02 +-<br/>62.5% PP</b>       | <b>\$11.36 +<br/>62.5% PP</b> | <b>\$10.28 +<br/>62.5% PP</b> |
| <b>5-9</b>              | <b>\$15.68 +<br/>62.5% PP</b> | <b>\$13.72 +<br/>62.5% PP</b>        | <b>\$11.86 +<br/>62.5% PP</b> | <b>\$10.56 +<br/>62.5% PP</b> |
| <b>10</b>               | <b>\$17.17 +<br/>62.5% PP</b> | <b>\$15.14 +<br/>62.5% PP</b>        | <b>\$13.20 +<br/>62.5% PP</b> | <b>\$11.72 +<br/>62.5% PP</b> |

**2014-2015 Wage Scale for Employees hired prior to July 1, 2006**

| <b>Years of Service</b>     | <b>Building Engineer</b>      | <b>Custodians Delivery Grounds</b> | <b>Food Service Manager</b>   | <b>Cook/Baker</b>             |
|-----------------------------|-------------------------------|------------------------------------|-------------------------------|-------------------------------|
| <b>1<sup>st</sup> Year</b>  | <b>\$15.02 +<br/>62.5% PP</b> | <b>\$13.02 +<br/>62.5% PP</b>      | <b>\$11.36 +<br/>62.5% PP</b> | <b>\$10.28 +<br/>62.5% PP</b> |
| <b>2<sup>nd</sup> Year</b>  | <b>\$15.26 +<br/>62.5% PP</b> | <b>\$13.26 +<br/>62.5% PP</b>      | <b>\$11.57 +<br/>62.5% PP</b> | <b>\$10.44 +<br/>62.5% PP</b> |
| <b>3<sup>rd</sup> Year</b>  | <b>\$15.50 +<br/>62.5% PP</b> | <b>\$13.50 +<br/>62.5% PP</b>      | <b>\$11.77 +<br/>62.5% PP</b> | <b>\$10.60 +<br/>62.5% PP</b> |
| <b>4<sup>th</sup> Year</b>  | <b>\$15.74 +<br/>62.5% PP</b> | <b>\$13.74 +<br/>62.5% PP</b>      | <b>\$11.98 +<br/>62.5% PP</b> | <b>\$10.76 +<br/>62.5% PP</b> |
| <b>5<sup>th</sup> Year</b>  | <b>\$15.98 +<br/>62.5% PP</b> | <b>\$13.98 +<br/>62.5% PP</b>      | <b>\$12.18 +<br/>62.5% PP</b> | <b>\$10.92 +<br/>62.5% PP</b> |
| <b>6<sup>th</sup> Year</b>  | <b>\$16.22 +<br/>62.5% PP</b> | <b>\$14.22 +<br/>62.5% PP</b>      | <b>\$12.38 +<br/>62.5% PP</b> | <b>\$11.08 +<br/>62.5% PP</b> |
| <b>7<sup>th</sup> Year</b>  | <b>\$16.46 +<br/>62.5% PP</b> | <b>\$14.46 +<br/>62.5% PP</b>      | <b>\$12.58 +<br/>62.5% PP</b> | <b>\$11.24 +<br/>62.5% PP</b> |
| <b>8<sup>th</sup> Year</b>  | <b>\$16.70 +<br/>62.5% PP</b> | <b>\$14.70 +<br/>62.5% PP</b>      | <b>\$12.79 +<br/>62.5% PP</b> | <b>\$11.40 +<br/>62.5% PP</b> |
| <b>9<sup>th</sup> Year</b>  | <b>\$16.94 +<br/>62.5% PP</b> | <b>\$14.94 +<br/>62.5% PP</b>      | <b>\$12.99 +<br/>62.5% PP</b> | <b>\$11.56 +<br/>62.5% PP</b> |
| <b>10<sup>th</sup> Year</b> | <b>\$17.17 +<br/>62.5% PP</b> | <b>\$15.14 +<br/>62.5% PP</b>      | <b>\$13.20 +<br/>62.5% PP</b> | <b>\$11.72 +<br/>62.5% PP</b> |

|                      | <b>Drivers</b>            |
|----------------------|---------------------------|
| <b>Starting Wage</b> | <b>\$17.00 + 62.5% PP</b> |
| <b>5 Years</b>       | <b>\$17.50 + 62.5% PP</b> |
| <b>10 Years</b>      | <b>\$18.25 + 62.5% PP</b> |
| <b>20 Years</b>      | <b>\$19.00 + 62.5% PP</b> |

All Steps of the 2013-2014 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2014-2015 fiscal year. The foundation grant is defined as the actual number of dollars for an individual student in the regular K-12 program.

The new 2014-2015 wage schedule for employees hired prior to July 1, 2006 shall not result in a reduced hourly wage for any employee verses their 2013-2014 schedule.

Should the basic components of the per pupil foundation grant be changed from its 2013-2014 status, the parties will meet prior to August 2014 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, 2014.

**COMPENSATION 2015-2016**

All Steps of the 2014-2015 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2015-2016 fiscal year. The foundation grant is defined as the 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 2013-2014 status, the parties will meet prior to August 2015 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, 2014.

### **COMPENSATION 2016-2017**

All Steps of the 2015-2016 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2016-2017 fiscal year. The foundation grant is defined as the 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 2013-2014 status, the parties will meet prior to August 2016 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, 2014.

### **COMPENSATION 2017-2018**

All Steps of the 2016-2017 salary schedule shall be increased by a percentage equal to 62.5% of the South Lyon Community School's final per pupil foundation grant increase for the 2017-2018 fiscal year. The foundation grant is defined as the 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 2013-2014 status, the parties will meet prior to August 2017 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, 2014.

### **GENERAL PROVISIONS**

- A. 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 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 for the subsequent year.
- B. Employees shall move from step to step during the period July 1, 2014 to June 30, 2018 pursuant to E below.

- C. All employees employed in a classified position will begin employment at the minimum appropriate pay range of the classification listed.
- D. 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.
- E. 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 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.
- F. 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 2014-2015:

After completion of 10 years - \$309.78

After completion of 15 years - \$516.30

After completion of 20 years - \$722.82

After completion of 25 years - \$929.34

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 2014-2015 school year. These rates shall increase by a percentage equal to sixty two and a half percent (62.5%) of the per pupil foundation grant increase in each year of the contract.

- J. 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.
- K. 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**

1. 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.
2. A "route" identification number or name may be assigned to a combination of routes for the purpose of bidding, driver assignment and vehicle identification.

### **B. ASSIGNMENTS**

1. Prior to the beginning of the school year, the immediate supervisor will establish all 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. Route guarantee times will be reconfigured based on new contract language (i.e. pre/post trip language).
2. The Union Stewards will be given the opportunity to review the routes once they are completed and deemed ready for public notification.
3. 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. Drivers shall begin driving the route they bid on beginning on the first Monday following bid day. Once awarded a route through the bidding procedure, that shall be the driver's route from bid day to bid day, unless the driver bids on and is awarded a vacant route.
4. New and or permanently vacant routes will be posted within 24 hours upon creation. New and or permanently vacant routes will be posted for three (3) full working days prior to filling. Drivers awarded the new or permanently vacant route will be notified (in

writing) on the fourth (4<sup>th</sup>) day, and will begin driving their new route on the morning of the fifth (5<sup>th</sup>) day.

5. Drivers/Teammates shall be entitled to bid on new or permanently vacant routes by seniority. The initial bid on bid day shall not be considered a transfer and each driver shall be entitled to one (1) transfer during the year (bid day to bid day). Drivers/Teammates shall be entitled to one (1) mid-day transfer during each school year (bid day to bid day). Length of route will not be considered, only seniority. The same rule shall apply to mid-day routes.
6. Leftover/vacant routes following the bid day at the beginning of each school year will be settled by posting the routes. All vacant routes will remain posted until filled.
7. Special Education Routes that begin prior to the start of the school year will be offered to drivers by seniority, starting at the top. The routes will then be available for bidding on the regular bid day. Vocational routes will be assigned to a route when possible. If not possible, these routes will be placed on the bid sheet.
8. Management has the right to assign route coverage based on student counts, student movement, timing, etc.

### C. MID-DAY/LATE DAY/TEAMMATES

Definition: A mid-day route is any run that cannot be attached to a regular route/run. Some examples include: ECC, SE MD, take in OTC, pick up OTC.

1. Assignment of drivers and teammates to mid-day and or late day routes shall be permanent for one year (bid day to bid day), unless the driver bids on and is awarded a vacant route. Drivers and teammates will bid on mid-day routes in order of seniority and will be awarded one (1) mid-day route. Drivers and teammates shall be entitled to one (1) mid-day transfer during each school year (bid day to bid day). Teammate drivers may not be utilized 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.

2. For the purpose of training and teaching drivers, teammates and students: a driver and teammate will be assigned each mid-day/ECC route for the first three mid-days and first three ECC days. One driver shall instruct new mid-day and ECC students on crossing, loading, unloading and safety. This procedure will be repeated the first three (3) days after bid day, only to the mid-day/ECC routes that changed route, driver/teammate.
3. Teammates will be the permanent sub for the regular mid-day driver. In the event that the driver responsible for the mid-day route does not drive the route at least 50% of the time the entire school year the driver will not be eligible to bid on a mid-day route the following school year. This shall not apply to cases of Worker's Compensation, medical leave, jury duty, subpoena due to a work-related issue, negotiations or death in the immediate family as defined in Article 12 & 13 respectively.
4. When the regular permanent mid-day/late day driver is unable to drive their mid-day run, such driver shall notify the teammate to drive and shall notify the supervisor or designee. If the teammate is unavailable, the permanent mid-day driver must notify the supervisor or designee that a substitute driver is needed for the mid-day/late day route. This provision shall not apply in case of illness, in which case the driver shall notify the supervisor prior to 4:30 am and the supervisor/designee shall notify the teammate or obtain a substitute driver from the mid-day sub sign up list by rotation. Substitute drivers shall be considered for midday and/or late day routes in the event the teammate or sufficient volunteers are not available from the regular drivers, using the mid-day sign-up list.
5. 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 first, if one is available, or a substitute driver.

#### D. Track & Field

1. Track & Field bussing will be posted for drivers to sign no less than three (3) days prior to track & field day. Drivers will be assigned the take in and pick up portions together by seniority (rain date as well).



## E. MME Take Home

1. On MME Testing days, the early take home will be assigned by seniority and the driver will drive all days.

## F. Summer Routes

1. 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, starting at the top. A teammate will also be assigned to sub in the absence of the regular driver. The summer driver must drive at least 50% of the time or will lose the ability to bid on a summer route the following summer. Summer drivers shall be paid at their regular school year rate in accordance with Article 16.L.
2. If the teammate is not available to sub the summer route and a sub is needed, regular drivers shall be called by seniority before sub drivers are called.

## G. Subbing

Except as noted otherwise, substitute drivers shall be used only as replacements for regular drivers when regular bargaining unit drivers are unavailable, based on absences, route timing, student counts, etc.

1. 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 is not a full route, the route shall be filled by a substitute driver.
  - b. If the vacant route is a full route, it will be offered by seniority to drivers with less guarantee time.
  - c. In paragraph b. above, if the driver moves 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 have a route with less guarantee time, and the process in b. above will be repeated.

- d. Routes may be split up during vacancies, if the immediate supervisor determines it would be in the best interest of the district to do so.

2. Afternoon high school transfer portions of a route will be covered based on timing, student movement, etc.

#### H. Mid-day Sub Sign Up

1. A mid-day sub sign-up sheet will be posted weekly for regular drivers to sign who are available to substitute drive a mid-day run. Sign up will be the Friday before the following week.
2. All regular drivers, including probationary drivers, will be allowed to sub a mid-day run as long as the timing of the route does not conflict with any other runs the driver may have.
3. A mid-day driver whose route has been cancelled will be considered first for an available mid-day run that needs a sub. However, a scheduled teammate (a teammate who is scheduled to drive the run in place of the regular driver) cannot be bumped off the mid-day run they were already scheduled to cover.
4. The mid-day sub sign-up sheet will continue to be followed by rotation as always.

#### I. Temporary Routes

1. If any route is deemed "temporary" all drivers affected from the bid process will return to their same position that they were should the "temporary" route be dissolved. No transfer of bid will be counted.

#### J. Loss of Mid-day Route

1. If a mid-day route is eliminated, at any part of the school year, including at the start of the school year, the driver will not continue being paid for that eliminated and or dissolved run. If such a route is eliminated and or dissolved by the Administration, the low seniority mid-day driver and teammate will lose the additional assignment and the "Bumping" process will occur.

## K. Bumping

1. After bid day, bumping may be initiated by any driver who loses 45 minutes per week or if a driver with less seniority has 45 minutes per week added to their route, or if benefit eligibility is lost.

The bumping procedure will be as follows:

1. When a driver's route has been cut, that driver may bump any driver below in seniority and choose another route. The lower seniority driver whose route was just taken will then choose any route below them in seniority. The process is repeated until all drivers who lost their route have chosen another.
2. When a driver's route has been increased, all drivers above that driver/route, by seniority starting at the top, will have the option of taking that increased route. If the higher driver takes the increased route, that driver's route is now open and by seniority, is filled. The process is repeated until all drivers who lost their route have chosen another.

## L. Compensation

1. Drivers shall be paid for actual time worked. The total computerized routing system/GPS time for each day will establish each driver's base time for pay purposes. There will be no timing and no guarantees, and this will apply to all routes (regular education, special education, mid-day, half day, late start days, out of district special education routes, summer routes, etc.). Additional time incurred should be noted (explanation and duration) by the drivers. Additional time incurred will be investigated and paid accordingly.
2. Drivers shall be paid 10 minutes for each AM bus pre trip inspection when departing the bus yard; 5 minutes for each MD bus pre-trip when departing the bus yard; and 5 minutes for each PM bus pre-trip when departing the bus yard, and 5 minutes for each PM bus post-trip when returning to the bus yard.
3. Driver's actual route times will begin with the departing leave time at the brake release and will end with the route return time to the

garage at the brake pull, which shall be consistent with route guarantee.

Timing for 10 days/by bid day reconciled with routes to the actual time driven.

4. No driver shall be paid more than once for the same time period.
  - a. If outside of their guarantee time, drivers assigned to routes other than their own by the dispatcher shall be compensated according to their base time or the actual drive time, whichever is greater.
  - b. If a driver is already on the clock, they will be asked and required (based on timing and student counts) to assist with necessary route coverage.
5. Drivers will receive pay equal to the previous year's guarantee or the new daily payment at the beginning of the new school year, whichever is greater, until they begin driving their assigned route following the bid day. Guarantee times shall be adjusted based on new contract language.
6. On ½ days/MME days/Exam days, drivers will be paid actual time to the minute, per GPS.
7. Regular drivers who sub will be paid for actual time worked.
8. Drivers will be paid one hour for attending bid day.
9. Absences for sick/holidays/snow/cancelled school days are paid at that days guarantee. Ex: Absent on Tuesday = Tuesday guarantee, absent on Friday = Friday guarantee; 1/2 day absence is paid at 1/2 day guarantee.

M. Route Data/Route Corrections/Paper work

1. During the first 3 weeks of school drivers shall notify the immediate supervisor in writing of any adjustments needed on their routes with either the computerized routing system or the route itself. Actual route end times that are not consistent with actual drive times shall be reported to the immediate supervisor

for research and corrections. 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. Drivers shall also notify the immediate supervisor of school arrival times that are not within acceptable timeframes.

2. Drivers shall notify the immediate supervisor any time a long term (defined as more than 15 days) change in the route that causes the actual drive end time for either the morning or the afternoon to vary by more than 5 min. 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 guarantee in accordance with Art. 16.L.1 (to the minute).
3. Drivers shall report a student who has stopped riding their bus for at least 15 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.
4. 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. Each driver shall receive a total of 6 hours pay per year for such work. This will be paid on the last paycheck in June.

#### N. Time Cards

1. Drivers must put actual times on their time cards, if utilized. All requests for compensation adjustments must be submitted per the Manager's established procedure.
2. Since automatic time clocks are not used, 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 Manager or his/her

designee will notify the driver if changes on their time sheet are made prior to finalizing payroll.

#### O. Drug Testing

1. A driver being administered a random drug test on site shall be paid for the actual time involved.
2. 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.
3. A driver waiting for results of a drug screen will be placed on paid administrative leave. Should the drug screen prove to be positive, the driver shall not be paid. If the accident results in the driver receiving a ticket for a traffic violation, the sick bank time shall not be re-credited.

#### P. CDL

1. The bus driver must at his/her own expense, obtain his/her own commercial driving license. Fees for renewal of the CDL will be reimbursed to the driver. After one year of seniority (from regular driver status), a new driver will receive one hundred dollars (\$100.00) for the initial on-site training hours. Drivers must complete and submit the necessary reimbursement form requesting payment. All applicable receipts must be attached to this form at time of submission.

#### Q. Special Conferences and Meetings

1. 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.
2. 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 week in advance, unless an emergency or other last minute meeting is necessary.

## R. Bus Drivers Continuing Education

1. 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 Manager of Transportation. 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.

## S. Driver delays/Emergencies

1. Delays on any given morning or afternoon in excess of five (5) minutes beyond a drivers control that cause the driver to exceed his/her guarantee shall be reviewed by the transportation supervisor. Such delays must be submitted through the manager's established driver exception procedure. 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.
2. Such emergencies and/or unforeseen delays shall include (but are not limited to) the following:
  - a. Weather and road conditions; road closures; road wash outs; etc. downed trees and/or wires that cause the driver to re-route. Trains, severe traffic problems and /or traffic accidents. Emergency calls for police/ambulance; driver accidents; mechanical problems; disabled bus and towing. Excessive 10-34's; unexpected return of a student to school or home; supervisor, dispatcher, mechanic, school personnel and/or parents that cause delays for a driver. Clean up from student sickness that cause delays shall be approved.
  - b. For the first seven days of school, drivers will be paid their guaranteed base or to the minute, whichever is greater. Route guarantee times will be adjusted based on new contract language.

- c. When a driver has an emergency on the bus with a student that requires police/ambulance, after the situation is over, the driver may return to the garage if the incident caused the driver not to be able to continue to finish the route. The driver shall be paid their guarantee for that day.

#### T. Cancelled Route/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 15 minutes before his/her regular route leaves the garage or return 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 cancelled route.
3. If the driver agrees to drive the route, he/she will receive at least the minimum for his/her cancelled route or actual time, whichever is greater.
4. The drivers with cancelled 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 cancelled, he/she will be paid the guarantee. Drivers with canceled routes must remain at the bus garage during this time and be available to assist if needed.

#### U. Trips

1. Summer Trips shall be posted and assigned within the last two weeks of school. When posted, they will be assigned in accordance with the trip assignment process. Drivers must notify the immediate supervisor of their non-availability, using the appropriate form.
2. 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 am, management will give advance notice to drivers. If no one in management is available, the highest seniority union steward will be asked and will be paid 15 minutes.



3. All trips shall be paid at the driver's regular hourly wage for drive time in accordance with Article 16.
4. Drivers shall receive 10 minutes before "leave time" and 10 minutes (to assist with sweeping, etc.) after the final "return to garage" time for each trip.
5. Trips will be assigned by rotation in order of seniority except in cases of cancelled trip list which will be assigned first.
6. All regular drivers will be eligible for trips unless they notify management in writing or are on probation.
7. Drivers must be present at trip assignment to be eligible for trips, unless the driver is on a trip or run that gets them back to GOC (per VT) later than the start of trip assignment - they shall then be allowed to post a trip sheet.
8. Global (road/weather conditions, paid school district business, negotiations, jury duty, bereavement, or subpoena due to a work related issue, etc.) delays must be radioed in by individual drivers if applicable. Drivers should keep their trip sheet in their mailbox so it can be pulled should they find themselves in a "global" delay situation.
9. One Seniority List will be used and will have a continual rotation. There will be no sign up sheets for any school breaks, including summer break. Drivers must notify immediate supervisor (on appropriate form) of any unavailability during these times (breaks).
10. A "drop and pick-up only" trip is defined as any trip which requires the student 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. The return pick up time will be the leave from the G.O.C. time on the trip sheet.
11. 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 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.

12. When students are dropped off on one day and picked up on another day, each day will be considered a separate trip. Example: 5th grade camp trips.
13. 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. 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.
14. Release time at the last school the driver is covering in the AM, and last stop time the driver is covering in the PM, will determine if a driver is available to cover a trip and what portion of their route needs trip coverage.
15. The “return to garage” or last stop time will be used to determine if a driver will be available for a scheduled field trip leave time. Any changes by a driver on this determination will be referred to the Supervisor, who will make the final decision on the matter.
16. 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.
17. Students shall not be transferred between routes to make the driver available for a trip without permission from the immediate supervisor.
18. The leave time on trip sheets will be the leave from the garage time that require pick up at a different location then leave to trip. Ex: Pick up at Island Lake and take to Dominos. Leave time is from G.O.C. not Island Lake.

#### V. Cancelled/Added Trips

1. If a cancelled 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 sub 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 cancelled trip shall be paid for an alternate assignment or a minimum of one hour of wages if there are no alternate assignments available. Drivers will be required to remain at the bus garage during this time and be available to assist if needed.

2. Drivers shall be notified of a trip cancellation as soon as possible after the Transportation Dept. is notified. Drivers shall be paid a minimum of one hour's wages at the current wage scale for cancelled trips when the driver has not been notified at least one hour before the trip is scheduled to leave.
3. Drivers who lose a trip due to cancellation will be placed on the cancelled list and will be first to be awarded the next available trip.
4. If a driver has given up part of their regular run to take a trip and is in the process of doing said trip, then finds out the trip has been cancelled, will be paid to the minute upon return to garage or guarantee. Ex: Driver gave up elementary to do trip with the intention that the trip would give more time than their daily guarantee. Driver did H/M portion of their run then went on to do the trip. In the process, finds out the trip is cancelled. Driver returned to garage, actually driving one hour and 20 min. Driver was paid one hour for the cancelled trip. Lost time because driver gave up elementary and was cut time from the trip that was actually driven. Point is: driver loses time, no fault of theirs, trip was cancelled. Driver should not be cut time. Driver should get minimum their guarantee in situations like this.
5. A driver who cancels his/her trip assignment shall lose his/her first turn at the next trip assignment. 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. If a driver who has cancelled a trip is working during the scheduled trip assignment, he/she need not be present to "skip" their first turn at the next trip assignment. If they are absent for trip assignment due to the above mentioned reasons, they may submit a trip sheet to be covered in their absence and mark "skip" at the top of said trip sheet. When a trip comes to their name, they will be skipped for that first trip.

6. 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 "cancelled" list. Management will choose drivers on the "cancelled" list first (and in order) to attempt to assign the added trips. When a trip time is changed, the driver will be notified and has the option to keep the trip or refuse without penalty. If the driver refuses because time conflicts, that driver will be added to the cancelled list.
7. Last minute or emergency trips that occur outside of the weekly trip assignment process will be assigned in order of seniority starting at the trip tag. Added trips that need immediate coverage and are called over the radio are considered emergencies and will be assigned in order of seniority beginning at the trip tag.
8. If no drivers are available or do not volunteer for a trip, a substitute driver may be awarded the trip.

#### W. Meal Reimbursement

1. Ten dollars (\$10.00) will be paid for lunch and Eighteen dollars (\$18.00) will be paid for dinner. A total of Twenty five (\$25.00) 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 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 must be approved by the immediate supervisor.
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. Only in-district trips that occur (in their entirety) 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. will be eligible for meal reimbursement. 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. Payments for meal reimbursements will be paid with the regular pay periods.

#### X. Transporting Non-scheduled Passengers

1. Drivers are not permitted to transport non-scheduled passengers, including their own children, on their regular routes or trips, without permission from management.

#### Y. Changing Route Path

1. Drivers have the responsibility of complying with assigned routes, trips and stop instruction. 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. and when students do not ride. Any permanent route changes authorized by the dispatcher or immediate supervisor will be put in writing and given to the affected driver.

#### Z. Pre-Trip/ Post Trip/ Empty Sign

1. 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.
2. 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, and place the empty sign in the rear window.

Empty sign must be placed (and visible) in the rear, driver's side window each time the bus is parked at the bus garage.

#### AA. Bus Assignment

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

#### BB. Cleaning

1. Drivers have the responsibility for sweeping (which will occur during layover time) buses assigned to them for routes/trips and keeping the bus free of debris. The following items are not allowed on buses: window decorations, and other personal items. The floor under the driver's feet must be kept clear of loose items.

#### CC. Discipline/Safety

1. 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 immediate supervisor's permission to return unruly students to a school for disciplinary action by a principal.
2. 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.

#### DD. 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 accidents (employee, student, and vehicle) must be reported to the supervisor's office, on the appropriate accident form prior to departing from that shift.

#### EE. Reporting /Pay for Absence

1. Drivers have the responsibility to notify the Transportation Office no later than 4:30 am if they will be absent for the morning run, and no later than 10:30 a.m. if they will be absent for their afternoon run.
2. Absences for sick/Holiday/Snow/Cancelled school days are paid at that days guarantee. Ex: absent on Tuesday = Tuesday guarantee, absent Friday = Friday guarantee. 1/2 day absence is paid at 1/2 day guarantee.

#### FF. Mailboxes

1. Drivers have the responsibility to report to the lounge to check for messages before and after every route.
2. Drivers are not allowed to take mail from other driver's mailboxes.

#### GG. Jackets

1. 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.

#### HH. Mechanic on Duty

1. For protection in case of a breakdown, a mechanic shall be available at all times.

#### II. 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:
2. A sponsorship form will be signed by both the sponsoring driver and the prospective new driver. This form must be presented at the time the applicant submits the application (with both driver and new applicant present at this time), so there can be no question later about who recruited the new driver.
3. 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.

4. Once the new driver has worked 120 days, the sponsoring driver will receive a \$1000 sponsorship fee. The sponsoring driver must submit the appropriate reimbursement form indicating payment for sponsorship is due.
5. 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.
6. 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.

### **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**

- A. 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.
- B. 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.
- C. 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.
- D. 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, 2018.
- 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.

|                                    |    |
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Board of Education  
South Lyon Community

Teamsters Local  
Schools Union No. 214

Marion Carroll

President

Chief Steward

Justin Susick

Vice-President

Steward

[Signature]

Kath King

Secretary

Steward

[Signature]

Nancy Chio

Treasurer

Steward

[Signature]

Lois Biggs

Steward

Sherry Mick  
Rebecca Hull

Steward

Mark Jeffrey

**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:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City or Post Office:** \_\_\_\_\_

**State, Zip Code:** \_\_\_\_\_

**Residence Phone No.:** \_\_\_\_\_

**Employer:** \_\_\_\_\_

**Division or District:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No. (Office):** \_\_\_\_\_

**How Long Employed:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Rate per hour:** \_\_\_\_\_

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

**List Articles Violated:** \_\_\_\_\_

**Grievant’s Statement:**

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**Remedy Requested:**

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**Steward's Name:**

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**Signed By:**

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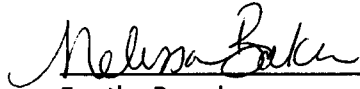
FORMS: A/GRIEVANCE

**PAGE 1-UNION’S COPY      PAGE 2-EMPLOYER’S COPY**  
**PAGE 3-STEWARD’S COPY      PAGE 4-GRIEVANT’S COPY**

Draft LETTER OF AGREEMENT  
BETWEEN  
SOUTH LYON COMMUNITY SCHOOLS  
AND  
TEAMSTERS LOCAL UNION NO. 214

1. As an agreement to the Teamsters Contract effective July 1, 2014 the parties agree, that only the two current food service employees whose benefits are currently prorated at 75% and two current drivers whose benefits are currently prorated at 90%, will be allowed to remain at this proration for the duration of this four year contract. If these individuals choose to bid on an assignment with less hours, causing a decrease to their current prorated amount, as defined by the Teamster contract that expires June 30, 2014, then their benefits would no longer be prorated moving forward.
2. In order to complete a mass bid prior to the end of the 2013-2014 school year for custodial staff, the parties agree that 25 hour positions that are created will not qualify for the prorated benefits, as currently established in the Teamster contract that expires June 30, 2014.

  
For Teamsters \_\_\_\_\_ Date 5-21-14

 6/3/14  
For the Board \_\_\_\_\_ Date