

**CONTRACT BETWEEN**  
**SHIAWASSEE REGIONAL**  
**EDUCATION SERVICE DISTRICT**

**AND THE**

**SPECIAL EDUCATION**  
**TRANSPORTATION DRIVERS**  
**AND DRIVER ASSISTANTS**

**JULY 1, 2011 – JUNE 30, 2012**

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PURPOSE AND INTENT

This manual is provided as a binding contract between all employees for the Special Education Transportation Drivers/Driver Assistants and the Shiawassee Regional Education Service District Board of Education.

The general purpose of this binding contract is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Shiawassee Regional Education Service District Board of Education (Employer) and the Qualified Drivers (Employees).

The parties recognize that the interest of the school community and the job security of the Employees depend upon the Employer's success in establishing a proper and cost effective service to the community. The transportation services of special education students are, by statute, supplementary to regular transportation and the ultimate responsibility of the local school district.

To these ends, the Employer and the Qualified Drivers group encourage to the fullest degree, friendly and cooperative relations at all levels and among all employees.

The Negotiating Committee and the Administration agreed to the following contents of this Agreement from July 1, 2009, to June 30, 2011.

On Behalf of the Special Education  
Transportation Drivers' Group

On Behalf of the Shiawassee  
Regional Education Service District  
Board of Education

\_\_\_\_\_  
Lynda Bentley

\_\_\_\_\_  
John Hagel, Superintendent

\_\_\_\_\_  
Margaret Ebe

\_\_\_\_\_  
Candy Seamon

\_\_\_\_\_  
Kellie Janicek

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**ARTICLE I**  
**RECOGNITION: EMPLOYEES COVERED**

Employees covered will be Special Education Transportation Drivers and Driver Assistants who are scheduled to work a minimum of 60 days with an average of 20 hours per week.

Separate runs and/or routes funded by MDOT Specialized Services or other interagency consortiums may be posted outside this contract. Special education drivers and assistants who voluntarily work such runs are exempted from the terms and conditions of this contract while performing said runs and/or routes.

**ARTICLE 2**  
**RIGHTS OF THE BOARD**

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Qualified Drivers Group, either as to the taking of action under such rights, or with respect to the consequence of such action using the term of the Agreement. The following are not to be interpreted as abridging or conflicting with any provision in this Agreement. Such rights shall include, by way of illustration, and not by way of limitation, the right to:

1. the executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during employee working hours;
2. hire all employees and, subject to the provisions of law and the Agreement, determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff or demotion, and to promote and transfer all such employees;
3. determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributions, disseminating, and/or selling its services, and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein;
4. adopt reasonable rules and regulations;
5. determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or

subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

6. determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge and rights from employees as specifically provided for in this Agreement;
7. determine the policy affecting the selection, testing or training of employees providing that such selection shall be used upon lawful criteria.

The matters continued in the Agreement and/or the exercise of any such right of the Board are not subject to further negotiations between the parties during the term of this Agreement unless by mutual consent.

Nothing in the Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the Laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the School Code are preserved.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

### **ARTICLE 3 DRIVER RIGHTS**

1. A driver has the right to fair and just treatment in accordance with this agreement and the policies, rules, and regulations of the district.
2. Drivers have the right to expect instruction and inservice training in order to perform their jobs to the District's standards and to upgrade their skills.
3. Drivers have the right to review their evaluation records.
4. A driver has the right to contribute to the operation by expressing their opinions and making suggestions.
5. A driver has the right to a safe working environment.
6. The drivers and administration recognize that abuses of sick leave or other leaves, chronic tardiness or absence deficiencies in performance, or other violations of rules or procedures by an employee reflect adversely upon the Shiawassee RESD and create undesirable conditions. The administration, in recognition of the concept of progressive correction, shall notify the employee verbally first, then in writing, of alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction, except when misconduct of employee justifies more severe action, including discharge. Alleged breaches of discipline which will be recorded shall be promptly reported to the offending employee, after investigation by administration. The administration will use their best efforts to correct breaches of behavior by any employee.

## **Definition of Driver Status**

1. A driver is one fully certified to operate a transit vehicle and assigned to do so. The driver is responsible for the preparation of the vehicle and its operation enroute and the loading and unloading of students.
2. A driver assistant is one who assists the driver with maintaining safe transit of students under the direction of the driver including the loading and unloading of the students. Driver assistants may be fully certified to operate a vehicle but it is not a requirement of the assignment.
3. A full-time driver is one who works a minimum of 60 days with an average of 30 hours per week.
4. A part-time driver is one who works 60 days at 20 hours average per week up to but not including 30 hours.
5. A part-time no benefit position is an employee who is scheduled to work up to 19.75 hours per week. A part-time no benefit position will be allowed to substitute if they so choose. This part-time no benefit position will meet all criteria outlined in the attached drivers contract with the exceptions of:
  - a. Article 1, Recognition: Employees Covered (first paragraph only).
  - b. Article 14, Insurance and Retirement.
6. A sub-driver is one who replaces a full-time or part-time driver on a temporary basis. Full-time or part-time drivers will be referred to in this manual as a qualified driver.
7. If a regular driver over a period of 90 days has a reduction in average hours per week, his/her benefits will be adjusted accordingly.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

1. A Grievance shall be defined as an alleged violation of the express terms and conditions of the Agreement. The termination of or failure to re-employ any probationary Employee shall not be the basis of any grievance filed under this procedure.
2. The term "working days" as used herein shall mean all days Monday through Friday during the calendar year but excluding Saturdays, Sundays, and holidays specified in Article 13.

3. Procedure:

First Step: A claim by a driver that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement has the right to first discuss the alleged grievance with the Transportation Administrator in person or accompanied by any member of the driving committee.

Second Step: If, as a result of the informal discussion, a complaint still exists, the driver has the right to discuss in person with the Special Education Director and may within five (5) working days after the occurrence of the event on which the grievance is based, put the grievance in writing to the Director of Special Education to be responded to within five (5) working days.

Third Step: If this response is not satisfactory to resolve the matter, it may be taken to the Superintendent and within ten (10) working days, if a satisfactory solution is mutually agreed upon between the Driver, Director of Special Education, and the Superintendent, the grievance resolution shall be signed.

Fourth Step: Should the grievance not be resolved at the Superintendent level, it may, within a 30-day period from the date of written grievance, be submitted in writing to the Shiawassee Regional Service District Board of Education for disposition.

4. Failure to institute a grievance or appeal a decision at any level within the time limits set forth herein shall be deemed a withdraw of the grievance and all further processing of the grievance shall be barred.
5. Time limits may be extended if mutually agreed to by both parties.

## **ARTICLE 5 SENIORITY**

Seniority shall be defined as an employee's length of continuous employment with the Employer, computed from her/his "last date" of hire within the unit as a regular full-time, regular part-time employee since which she/he has not quit, been discharged, or otherwise lost seniority due to absences occasioned by authorized paid leaves of absence, vacations, sick or accident leaves, periods when school is not in session or other periods of absence for which the employee receives compensation.

Substitute drivers' seniority will begin upon the date that such employee becomes a regular full-time or regular part-time employee.



## **Seniority – Probationary Employees**

There shall be no seniority among probationary employees. New employees shall be considered probationary employees for the first ninety (90) days of work following their regular full-time or regular part-time employment in the bargaining unity. Probationary employees shall be terminable at the will of the employer.

### **Seniority Lists**

Following completion of their probationary period, employees shall be placed on the unit- wide seniority list. The seniority list on the date of this Agreement will show the last date of hire as a “regular full-time” or “regular part-time” name and classification of all employees entitled to seniority.

The employer will provide the Drivers with an up-to-date seniority list at the beginning of each school year.

### **Loss of Seniority**

By way of illustration, and not by way of limitation, employees shall lose their seniority when:

1. they quit.
2. they are discharged and the discharge is not reversed.
3. they fail to return to work when recalled from layoff pursuant to those conditions set forth in the layoff and recall provisions of this Agreement.
4. they fail to comply with the terms and conditions established by this Agreement for the usage of sick leave and requirements for returning to work.
5. they fail to comply with the terms, conditions, and requirements established for and authorized leave of absence.
6. chronic or repeated unauthorized absences.
7. they are laid off for a period in excess of one (1) calendar year.

**ARTICLE 6**  
**COMPENSATION**

1. Drivers will be paid from fifteen (15) minutes before each time they enter the roadway on route to the time they exit the roadway from the route as long as the sole use of time is for the efficient performance of duties assigned by the Transportation Administrator. The fifteen (15) minutes before entering the roadway shall be used for the pre-trip inspection, and other required non-driving activity which can fit into this time frame.
2. Field trip drivers that are there and are available to work, shall be paid for the duration of the trip. Drivers who work overnight field trips will be paid up to eight (8) hours per day.
3. The Board will provide drivers with state required annual physicals without charge. The selection of physician and timeline for obtaining the physical will be determined by the board.
4. Placement on the wage scale (Appendix A) will be at the First Step upon employment as a regular full-time or part-time employee. Each employee will be advanced one (1) step for one year of employment on July 1, until they reach the top step.
5. Reimbursement will be provided for the cost of licensure for CDL.
6. Drivers and assistants shall attend scheduled meetings and training sessions, unless excused in advance by the supervisor due to extra ordinary circumstances.
7. Drivers will be paid a minimum of one (1) hour for work that cannot be attached to any run.

**STIPEND**

*To encourage attendance, a stipend of \$50.00 will be paid to those who use less than the average number of hours of leave time taken by all employees in the group, an additional stipend of \$100.00 will be paid to those who use 8 hours or less of leave time; and an additional \$150.00 stipend will be paid to those with perfect attendance for the first 90 school days of the school year and ending January 20 of that year. A like payment will be made to those who meet the aforementioned criteria for the second 90 days of the school year beginning on January 21 and ending on the last day of work assigned for the normal school year. (Note: Attendance stipend provision includes all leaves except jury duty and bereavement).*

**ARTICLE 7**  
**JOB VACANCY**

1. When a vacancy or newly-created position is to be filled, it shall be posted. Such vacancy will be filled on the basis of seniority in the area in which the vacancy occurs. Vacancies will be posted for a period of ten (10) working days, when school is in session, setting for the requirements. Qualified employees who are interested shall apply in writing within the 10 day posting period.

2. Qualified employees, who are interested, shall apply in writing within the ten (10) day posting period. Permanent position vacancies posted prior to April 1 of the given school year will be filled within 30 days if a qualified candidate is selected. Positions posted after April 1 may be filled on a substitute basis for the remainder of the school year. The administration will select the best applicant available who qualified under the criteria set forth in this manual; and if no existing driver qualified, the administration will interview other applicants.

## **ARTICLE 8**

### **ASSIGNMENT OF WORK**

1. Regular Runs

All regular runs and the route for each run shall be established by the Employer. The starting time shall be determined by the route and seasons of the year in which it is run. The fulfillment of these runs is the primary assignment of the Employee and shall take priority over the assignment of extra work.

The initial assignment of all regular runs shall be made at the annual meeting prior the opening of school. The assignment shall be made on the basis of:

- A. efficient use of funds
- B. seniority

2. Extra Work

- A. Regular drivers shall sign up for the extra trips at the beginning of the school year.
- B. Regular drivers availability shall be determined by their departure and arrival time on their regular routes.
- C. Extra work will be assigned on the basis of:
  1. efficient use of funds
  2. location
  3. present assignments
  4. seniority
  5. equalized hours

3. Extended School Year Work

- A. Drivers who are interested and available for work during the summer months shall express their interest in writing to the supervisor between May 15 and June 1<sup>st</sup> of each year.

- B. Work will be assigned by the supervisor. Prior year attendance pattern may be considered along with seniority in the assignment of work.

Drivers interested in summer work shall sign up at the end of the school year. Work will be distributed by seniority.

4. Driver Assistant Assignment

Driver assistants will be assigned work on the same basis as drivers. When necessary, the employer may re-assign driver assistants to take the place of a driver on another run. When this occurs, the assistant will be assured at least the hours she/he would have received had the temporary re-assignment not occurred.

5. Substitute Work

When a regular driver or driver assistant is on leave, it will be at the employer's discretion whether to use a "substitute" or a "regular or part-time driver." If a regular or part-time driver is used in a substitute situation, other than as defined in Subsection 4 above, this time shall not be used for purposes of calculating benefits.

## **ARTICLE 9**

### **LAYOFF AND RECALL PROCEDURES**

- 1. It is recognized and agreed that it is within the sole discretion of the Employer to eliminate positions and/or reduce its work force. In order to promote the orderly layoff and recall of personnel, the following procedures will be followed:

- 2. Layoff Procedure

Wherein the Employer has decided to eliminate a position and/or reduce staff, all non-seniority employees will be laid off first. If further reduction of personnel is necessary, those with the least seniority are to be laid off next.

- 3. Recall Procedure

- A. Recall of employees will be in the inverse order as above described. Laid-off employees with the greatest seniority shall be the first to be recalled. No new employee shall be hired for a position while employees with seniority are still on layoff.
- B. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail, return receipt requested. The employee shall notify the employer of his/her intent to return on the date specified in the notice within seventy-two (72) hours of receiving the same. If the employee fails to report for work within ten (10) days of the date of mailing of notice or recall or fails to notify the receipt of the notice, she/he shall be considered a quit. In proper cases, exceptions may be made by the administration.

## **ARTICLE 10 LEAVES OF ABSENCE**

The Employer has a right to expect its employees to be at work regularly and on time, and excessive absenteeism, even due to bona fide reasons, is a concern that will be appropriately addressed.

1. In the event a driver cannot make his/her work assignment, he/she must notify the transportation office as soon as possible during the workday. If the cause of absence is illness occurring after office hours, he/she will contact the designated transportation office staff in the manner prescribed in writing at the annual meeting. Office staff will arrange for substitutes.
2. You are expected to call in each day unless you have specified in advance the number of days you expect to be absent.
3. After a certain number of consecutive days of illness, a physician's written release may be required before you can return to work.
4. You may be required to have a physical examination by the Board of Education's designated physician.
5. Employees, while on leave as provided by this article, shall accumulate seniority and shall be entitled to return to their previous job and position, provided said return occurs within a thirty (30) day period of time from the commencement of the leave. Extension of the non-paid leave may be granted at the sole discretion of the Board of Education. Employees returning after a period of thirty (30) days shall be entitled to return; however, not necessarily to their previous job position.

### **Sick Leave**

1. Drivers and assistants shall earn one (1) hour for each 16.5 hours worked, excluding paid leaves, for reasons of personal illness, including maternity leave. (Note: this is the equivalent of 11 sick days for an 8-hour/180-day driver).
2. The Board of Education reserves the right to verify use of sick leave benefits and absences. Where suspected abuse exists, the Board of Education reserves the right to demand a doctor's certificate.
3. Sick leave is not applicable during vacation or holidays.
4. Up to ten (10) days of sick leave per year (July 1 to June 30) may be used for serious family illness. Family shall be defined as father, mother, spouse, child, or dependent of immediate household. Sick leave for brothers and sisters shall be limited to serious health conditions and documentation may be required.

5. At the end of each school year, any employee who has not used his/her allotted leave days will receive \$2.50 per hour for each unused leave hour in excess of 848 hours (Note: This is the equivalent of \$20.00 for an 8 hour day).
6. Upon retirement, the employee, with at least five (5) consecutive years of employment, will receive \$2.50 per hour for each unused sick leave hour accumulated.

### **Personal Business Days**

1. Drivers and assistants shall earn one (1) hour for each 90 hours worked, excluding paid leaves, to transact personal business that cannot be transacted at another time.
2. An employee requesting a personal business day shall file a notice of his/her intent to take such day with the appropriate supervisor at least twenty-four (24) hours prior to the date of such leave (except in case of emergency). Such notice shall include a statement of the general nature for such request. Personal business days are intended for activities which cannot be scheduled at another time and for which the employee's attendance is necessary. By way of illustration, a home closing would be appropriate, and a shopping mall visit would not be appropriate.
3. At the discretion of the immediate supervisor, personal business days may be canceled if the number of requests for any one (1) day jeopardize the orderly conduct of the transportation operations.
4. *At the end of the 2001-2002 school year an employee may carry over up to 8 hours of unused personal or sick leave for use in the 2002-2003 school year. At the end of each subsequent school year, any employee who has not used his/her allotted leave days will receive \$2.50 per hour for each unused leave hour in excess of 8 hours.*

### **Floating Personal Day**

Beginning with the 2009/10 school year, employees may use accumulated personal time and apply it for use during the periods including the week between Christmas and New Years and Spring Break. No days may be used for days immediately preceding or following the above mentioned holidays and must be with prior approval of your immediate supervisor. The use of said personal time (day) shall not negatively impact the attendance stipend mentioned above.

### **Bereavement Leave**

1. Up to five (5) paid workdays may be granted following the death of a spouse, child, parent, sibling, grandparent, or any of the proceeding who are related by marriage.

2. Up to three (3) paid workdays may be granted following the death of an aunt, uncle, niece, nephew, first cousin, or any of the preceding related by marriage.
3. Sufficient time, not to exceed one (1) paid workday, shall be granted following the death of a "close" friend.

## **ARTICLE 11**

### **UNPAID LEAVES OF ABSENCE**

1. Any bargaining unit member absent due to compensable injury under the Workers Compensation Act or whose personal illness or disability extends beyond the period compensated by paid sick leave in Article 10, may be granted a leave of absence upon request, for a period of up to one (1) year. The one (1) year period shall be measured from the employees first day of absence. Number 2 below shall apply to the first twelve (12) weeks of such leave time in a year.
2. Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act of 1993 (29 USC 2601) for a total period of up to twelve (12) weeks per year.

A rolling twelve month period will be utilized in all cases by the Board in the amount of time an eligible employee has available for qualified leaves under the Act.

The Board may require an employee to utilize available paid leave time (e.g. sick leave, etc.) and such time will be utilized in computing available time off under the Act. No absences prior to August 5, 1993, will be counted in determining time available to eligible employees.

In general, intermittent and reduced schedules will not be approved absent mutual agreement between the employee and the Board. Proper consideration when medically necessary will be given as required by law in such instances and alternate assignment(s) may be instituted by the Board.

In the event an employee and his/her spouse are employed by the district, whether within or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave time is attributable to a serious health condition that makes the employee unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the Act.

Insurance benefit payments will continue for an employee absent on a qualified leave under this section.

Employees returning from such leaves will be returned to the same or an equivalent position.

In the event this Article or other portions of this Agreement extend greater benefits an eligible employee in relationship to qualified leaves, the provisions of the Agreement shall prevail.

Alleged violations of Number 2 are not subject to the grievance procedure.

3. The following general provisions will apply to all leaves of absence under this Article:
  - a. Except as set forth in Number 2 above, the leaves of absence under this Article shall be without pay and benefits.
  - b. Except as set forth in Article 5, seniority shall not accrue while on leave under this Article.
  - c. The position of an employee absent on an unpaid leave of absence may be filled with a substitute.
  - d. Employees may be required to provide periodic status reports while on leave under this Article and will be required to provide medical verification or other certification in support of an initial request for leave.
  - e. Failure to return to work at the end of an approved leave of absence will be considered a voluntary resignation and the Board may require the employee to repay insurance premiums paid if the leave was authorized under Number 2.
  - f. All requests for unpaid leave are to be directed to the Shiawassee RESD Business Office. Where leaves of absence are foreseeable, employees are required to provide at least thirty (30) calendar days notice. Where not foreseeable, employees are required to provide notice as soon as practicable.
4. Except as may be authorized under the terms of this Article, employees will not be eligible for time of work without pay.

## **ARTICLE 12**

### **JURY DUTY**

An employee may be absent when called for jury duty or for a court appearance in which the employee is subpoenaed as a witness in any case connected with the employee's employment or the school. The Board agrees to pay the difference between the employee's per diem rate and the remuneration received because of such appearance except when subpoenaed by the Qualified Drivers Group in any action against the school district.



## ARTICLE 13

### HOLIDAYS

All regular drivers are eligible for pay on the listed holidays provided they work the school day immediately preceding and following that holiday. Administratively approved sick, personal, or bereavement leaves shall count as a day worked in meeting this requirement.

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Friday following Thanksgiving
5. Day preceding Christmas
6. Christmas Day
7. Day preceding New Year's Day
8. New Year's Day
9. Good Friday
10. Memorial Day

A paid holiday will be based on the actual normal work day of each employee as assigned. A normal day is equal to the number of hours worked per day.

## ARTICLE 14

### INSURANCE AND RETIREMENT

The following fringe benefits will be provided for regular drivers as defined under driver status:

1. *A term life insurance program shall be provided. The value of the program will be \$45,000 with Accidental Death and Dismemberment rider.*
2. Each employee will have hospital-medical coverage:
  - a. Hospital-medical coverage benefits shall be no less than **MESSA Choices II** for full family, single or 2 person coverage as provided in the Plan Benefit Summary, or in the alternative a carrier with a record of operating successfully in Michigan. (The Board in an effort to contain costs may package the health, dental, long-term disability, life and vision program provided coverage is no less than current benefit levels.) The Board agrees to cover for each year's annual increases in health care costs up to and inclusive of thirteen percent (13%). Increases above thirteen percent (13%) will be shared equally between the Employee and the Board for that year.
  - a. Insurance premiums that exceed the thirteen percent (13%) cap shall be paid through employee payroll deduction per the district 125 Plan.
  - b. In 2011/12 school year the Board will provide MESSA Choices II with **\$200/\$400 In Network Deductible, \$400/\$800 Out of Network Deductible with \$10 Office Visit Copay and Saver Rx card. Members shall no longer be reimbursed for Prescriptions without cost to the bargaining unit member.**

- c. Part-time employees shall receive single subscriber coverage. Part-time employees shall be defined as employees who have signed a contract of employment providing for at least two and one-half days of work per week (20 hours) but less than five days of work per week.
2. In the event that the annual premium is increased more than 13%, the Board and participant shall share equally in the payment of the increase beyond the 13% cap.

In the event that the rates for the hospital-medical coverage are increased and the Board desires to seek one of the alternative carriers in order to contain cost, a bid request shall be prepared and conducted by a State of Michigan Licensed Insurance Counselor to ensure that such bids contain and conform to the specification of no less benefits than the specified exiting level of benefits provided in the Carrier and Shiawassee RESD, adopted in 2002.

The Board, by payment of the premium payments required to provide the coverage as agreed upon, 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 of the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.

Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the Grievance Procedure.

Subject to the terms of the contract with the respective insurance carriers, it is the intent of the parties that insurance benefits provided shall commence on the first compensable working day of employees and that coverage shall remain in effect continuously for the duration of this Agreement as long as the employee is employed by the Board. 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.

3. The Board shall provide for each employee a Long Term Disability Insurance Plan. Benefits shall begin on the 61<sup>st</sup> day of disability and continue at 70% of the employee's monthly salary (*up to a maximum of \$5,000 a month*) with no offsets except primary social security, workman's compensation, and teacher retirement disability benefits. Any tax shelter annuities shall not be considered an offset. Benefits shall be payable to age 70 or until termination of disability, whichever occurs first. Payments for sick leave shall cease during the period LTD benefits are being paid. Selection of the carrier shall be made by the Board.
4. The Board shall provided *MESSA VSP-3* Vision Care Plan or a vision plan equal to the former. Any plan provided shall include internal and external coordination of benefits (COB) for all employees and their eligible dependents as defined by the carrier.
5. The Board shall provide, at no cost to the employee, a dental insurance program at a level of benefits not less than Delta Dental Plan 100/90/90. This plan will cover 100% of class I benefits which include oral exams and two (2) cleanings per year, 90% of Basic Dentistry procedures and 90% of Major Dentistry procedures. Maximum benefits per participant will be increased from \$1,000 to \$2,000 annually.
6. Should an employee elect to take no hospital/medical insurance coverage, the Board shall provide one thousand six hundred and twenty (\$1620) per year for full time employees, eight hundred ten (810) per part time employees in equal installments, as a cash payment which is subject to current tax laws and deductions. The employer agrees to establish a valid IRS Section 125 plan to implement this section.

7. The employer will provide each new hire with the information and application forms for all insurance coverage provided through the employer. In order to be enrolled in the insurance plan(s) the employee must submit the application for coverage to the employer.

It will be the responsibility of the employee to notify the employer of any change in their dependent status. Eligibility for insurance benefits will be determined by the current policy, plan, or program,

8. All drivers shall receive contribution credit to the Michigan Public School Employees' Retirement Program based on the choice made prior to December 8, 1986

## **ARTICLE 15 WORKER'S COMPENSATION**

- A. It is the employee's responsibility to report any injury to his/her appropriate supervisor immediately.
- B. A driver injured on the job will be evaluated by the Board-selected physician at no cost to the driver.
- C. Any work-related disability or injury shall be covered exclusively by Worker's Compensation except during the waiting period when the employee would be eligible for sick leave.

**ARTICLE 16**  
**MISCELLANEOUS PROVISIONS**

1. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party to this Agreement 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, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
  
2. This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior written practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the employer and the Qualified Drivers Group. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of the Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between the Qualified Drivers Group and the employer. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Employer shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this Agreement.
  
3. If any provisions of this Agreement or any application of this Agreement to any employee shall be found contrary to law, then such conflicting provision or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.

**ARTICLE 17**  
**SCHOOL CLOSINGS**

When a driver's route is reduced due to inclement weather or unscheduled school closing of an emergency nature, they will be paid the hours which would have been normally scheduled up to five (5) such occurrences. If the emergency closings exceed five occurrences for one or more drivers, the stated limitation will be reviewed on a case by case basis at the Superintendent's discretion. All drivers must be available for work if requested by the immediate supervisor, If these days or time are required to be rescheduled, the driver will not be paid for the make-up time. In any event, the driver will not be paid twice for the emergency closing time and the make-up time.

## APPENDIX A

### DRIVER WAGE SCALE

Present wage scales for drivers and driver assistants will increase as follows:

2011-2012      0% increase

	2011-2012
I	12.09
II	12.76
III	13.36
IV	14.05
V	15.42

### DRIVER ASSISTANT WAGE SCALE

I	12.09
II	12.76

# APPENDIX B

## Dental Benefit Structure

### MESSA

#### Shiawasse Regional Education Service District

<b>Class I</b> <b>100%</b>	<b>Class II</b> <b>90%</b>	<b>Class III</b> <b>90%</b>	<b>Class IV</b> <b>90%</b>
<p><b>Diagnostic</b></p> <ul style="list-style-type: none"> <li>• Oral Examination</li> <li>• Prophylaxes</li> <li>• Topical Fluoride</li> <li>• Emergency Palliative</li> <li>• 2 Cleanings per year</li> </ul>	<p><b>Basic Services</b></p> <ul style="list-style-type: none"> <li>• Radiographs</li> <li>• Restoratives</li> <li>• Crown Jackets</li> <li>• Oral Surgery</li> <li>• Endodontic Services</li> <li>• Periodontal Services</li> </ul>	<p><b>Prosthodontics</b></p> <p>Procedures for the construction of fixed bridgework, partial and complete dentures</p>	<p><b>Orthodontics</b></p> <p>Necessary treatment and procedures required for the correction of malposed teeth to age 19</p> <p style="text-align: center;"><b>X</b></p> <p>Initial exam, radiographs and extractions are covered under Class I</p> <p>No adult orthodontics</p>
<p>\$2,000 Class I, II, and III Annual Maximum Per Person</p>		<p>\$2,000 Class IV Lifetime maximum per person</p>	

**Calendar 2011-2012**

		<u>Days</u>
August 29 (Monday)	Staff Reports	3
August 30 (Tuesday)	Staff Reports	
August 31 (Wednesday)	Staff Reports (AM Welcome Back)	
September 1 (Thursday)	Staff Reports	20
September 2 (Friday)	First Day of Labor Day Break	
September 6 (Tuesday)	Staff Returns – First Day for Students	
October		21
November 23, 24, 25 (Wednesday/Thursday/Friday)	Thanksgiving Break	19
December 21 (Wednesday)	First Day of Winter Break	14
January 4 (Wednesday)	Staff Returns	20
February 17 & 20 (Friday & Monday)	President’s Day	19
March		22
April 2 (Monday)	First Day of Spring Break	16
April 6 (Friday)	Good Friday	
April 9 (Monday)	Staff Returns	
May 28 (Monday)	Memorial Day Break	22
June 12 (Tuesday)	Last Day for Staff	8
		<hr/>
	<b>TOTAL NUMBER OF DAYS</b>	184

For 2011-12 School Year Calendar: Within the 184 day calendar, the last work day afternoon will conclude in consultation with your supervisor and expected work is completed.

In the interest of facilitating the establishment of a coordinated countywide calendar, the Association and the Board of Education mutually agree to follow the perpetual calendar of 5/10/89 (amended in March, 2000) adopted by local school district Boards of Education and respective Education Associations. In the event that the perpetual calendar is modified through an agreement between local district Boards of Education and their Education Associations, the Shiawassee RESD Board of Education and the Shiawassee County Intermediate Education Association agree to adjust the school calendar to coincide with the new perpetual calendar.

Where appropriate, calendars for classroom program(s) shall be established by mutual agreement between the classroom teacher(s) and immediate supervisor by October 1 of the school year.

No less than 60 days prior to an event, the Association and the Administration will mutually agree on a date to be used for district-wide staff development/school improvement, to be used during the school year.

The Board and Association agree that staff will report for staff development **days August 30-31, 2010 for the 2010/11 calendar.**