

*2012-2014*

**MASTER AGREEMENT**

**between the**

**New Lothrop  
Board of Education**

**and**

**MESPA  
(Transportation)**

## INDEX

	<u>Page</u>
Article 1 - Recognition .....	1
Article 2 - Negotiations Procedures .....	1
Article 3 - Grievance Procedures .....	1
Article 4 - Agency Shop - Payroll Deductions.....	4
Article 5 - Union Rights and Responsibilities .....	6
Article 6 - Employee Rights and Responsibilities .....	7
Article 7 - Discharge Or Discipline .....	8
Article 8 - Seniority, Layoff and Recall .....	9
Article 9 - Management Rights.....	10
Article 10 - Layoff And Recall .....	10
Article 11 - Unpaid Leaves .....	12
Article 12 - Continuity of Operations .....	12
Article 13 - Compensation .....	13
Article 14 - Bus Information - General Provisions .....	13
Article 15 - Vacancies and Transfers .....	16
Article 16 - Snow Days.....	16
Appendix A.....	18
Appendix B.....	19

**ARTICLE 1  
RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, known as the Public Employment Relations Act, the Employer does hereby recognize NEW LOTHROP/MESPA (hereinafter referred to as the "Union"), as exclusive representatives for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement and all employees of the NEW LOTHROP AREA PUBLIC SCHOOLS BOARD OF EDUCATION (hereinafter referred to as the "Board" or "Employer") including in the bargaining unit as described by the Michigan Employment Relations Commission ("MERC") all full-time and regular part-time bus drivers employed excluding supervisors, substitutes, and all other employees.
- B. The term "employee" refers to employees included in the above-described unit for bargaining. The term "Board" or "Employer" when used herein shall refer to the Board of Education or its agents.

**ARTICLE 2  
NEGOTIATIONS PROCEDURES**

- A. This Agreement may be extended by mutual written consent of both parties.
- B. Both parties agree to enter into negotiations on a new agreement on wages, hours, and working conditions at least thirty (30) days prior to the expiration date of this Agreement if the Union demands that said negotiations occur.
- C. This Agreement constitutes the full and complete commitments between both parties and may be altered, only through mutual consent of the parties in a written and signed amendment to this Agreement.
- D. If at the request of the Board an employee is engaged during the school day in negotiating on behalf of the Union with any representative of the Board, he/she shall be released from regular duties without loss of salary and without deduction from sick leave.

**ARTICLE 3  
GRIEVANCE PROCEDURES**

- A. Grievance Defined. A grievance is a written claim by an employee(s) or the Union that there has been an alleged violation of any express provision of this Agreement.

B. Procedure.

1. Informal Conference. The grievant(s) shall discuss the grievance with the immediate supervisor within ten (10) calendar days of the alleged occurrence with the intent of resolving same. The grievant shall state during the informal conference that the subject of the conference involves a grievance. If the grievance involves an individual employee(s), a Union representative may be present if requested by either party.
2. Written Grievance. If the grievance is not resolved in the informal conference and the grievant(s) wish to continue to pursue the grievance, it shall be reduced to writing and presented to the immediate supervisor within ten (10) calendar days of the incident giving rise to the grievance. All written grievances shall include:
  - (a) The date(s) when the alleged violation occurred and a brief statement of facts;
  - (b) What section(s) of the contract have allegedly been violated;
  - (c) What adjustment is requested;
  - (d) The signature of the grievant and/or appropriate Union official.

Step 1

The written grievance must be presented to and discussed with the immediate supervisor by the employee and/or no more than two (2) Union representatives. Within ten (10) calendar days after receiving the written grievance, the supervisor shall communicate his/her decision in writing to the Union.

Step 2

If the Step 1 decision is not satisfactory, the Union may appeal the grievance to the Superintendent or his/her designee. Such appeal shall be made within ten (10) calendar days from receipt of the supervisor's decision. The appeal shall include a copy of the written grievance accompanied by copies of previous decisions. Within ten (10) calendar days after delivery of the appeal, the Superintendent or his/her designee shall hold a conference, investigate the grievance, and shall communicate a decision in writing to the Union.

Step 3

If the Step 2 decision is not satisfactory, the grievance shall be presented to the Board of Education within ten (10) calendar days of receipt of the Step 2 decision. Within thirty (30) calendar days of receipt of the grievance, the Board of Education or its representative shall convene a hearing with the grievant(s) and the Union Representative(s). The Board of Education or its representative shall render a written decision to the grievant(s) and the Union within ten (10) calendar days after the hearing.

#### Step 4

If the grievance remains unresolved at the conclusion of Step 3, it may be submitted to binding arbitration at the request of the Union, provided written notice of the request is delivered to the Superintendent within twenty (20) calendar days after the receipt of the Board of Education's written decision under Step 3.

- (a) Following the written notice of request to arbitration, the Union and the Board or its representatives shall attempt to select an arbitrator. If mutual agreement of the selection of an arbitrator cannot be reached within fifteen (15) calendar days after the date of the request for submission, the arbitrator shall be selected according to the rules of the American Arbitrator Association.
- (b) The arbitrator shall have no authority to:
  - (1) add to, subtract from, or modify any of the terms of this Agreement.
  - (2) decide any question which, under this Agreement, is within the responsibility or discretion of the Employer to decide. In rendering decisions, an arbitrator shall give due regard to the Employer's managerial prerogative and shall construe the agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
  - (3) accept evidence into the record at a hearing which is not previously disclosed to the other party; however, this shall not preclude any party from introducing evidence as part of its rebuttal case presentation.
  - (4) issue a decision which would require or permit an action in violation of the Michigan School Laws or state or federal law.
  - (5) rule on the discipline (including termination) of probationary employees which shall not be subject to arbitration.
  - (6) rule on any matter involving employee evaluation.
  - (7) rule on alleged violations of state or federal law.
- (c) The arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

#### C. General.

- 1. "Days" as used in this grievance procedure shall mean week days except a holiday observed by the Employer.
- 2. Time limits may be extended by mutual written agreement.

3. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specific time limit shall permit filing an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.
4. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance and therefore the Employer's last answer shall constitute the final disposition of the grievance.
5. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement provided that the Union has been given the opportunity to be present at such adjustment as provided by law. The Employer reserves the right to require that any grievance be processed under the contractual grievance procedures and refuse to meet with an employee requesting individual adjustment.
6. When an individual employee signifies he/she does not want his/her Union representative to intercede for him/her at any stage of the grievance procedure, excluding arbitration, he/she shall sign a waiver to that effect.
7. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
8. Either party may involve their representative at any and all stages of the grievance proceedings.
9. The parties by mutual agreement, in writing, may waive any step of the grievance procedure.
10. More than one (1) grievance may not be considered by the arbitrator at the same time except upon express written mutual consent of the parties.
11. Arbitrator awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

**ARTICLE 4**  
**AGENCY SHOP - PAYROLL DEDUCTIONS**

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union or pay a service fee in an amount established by the Union in accordance with its procedures. Dues and fees shall be payroll deducted pursuant to the authority set forth in M.C.L.A. 408.477.

In the event a bargaining unit member shall not pay such dues or service fee directly to the Union or authorize payment through payroll deduction, the Board shall, pursuant to MCL 408.477, and at the request of the Union, deduct the dues or service fee from the bargaining unit member's wages and remit same to the Union under procedures provided below. The procedure in cases of non-payment of service fees shall be as follows:

1. The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall identify the non-compliance and provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Board to make such deduction pursuant to Section 1 above.
  3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction of same.
  4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- B. Nothing in this article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Union or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.
- C. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Union has established a policy regarding "Objections to Political-Ideological Expenditures - Administrative Procedures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.
- D. Due to certain requirements established in recent court decisions, the Union represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year.

- E. The Union will certify at least annually to the School District, fifteen (15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the Board, and that said service fee includes only those amounts permitted by this Agreement and by law.

The parties agree to cooperatively discuss and exchange information regarding the Union's service fee collection and objection procedures. The Union agrees, upon request from the Board, to provide the Board for its review a copy of the Union's current "Policy and Administrative Procedures Regarding Objections to Political/Ideological Expenditures" together with a copy of all materials annually distributed by the Union and/or to object to the service fee.

The Union further agrees to certify to the Board that the Union and its affiliates have complied with the above policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in this article.

- F. Further, the Union agrees to promptly notify the Board in the event a court order, an order of an administrative agency, or arbitration award is rendered restricting the Union from implementing its agency fee objection policy or from charging or allocating any of the Union's expenditures to bargaining unit members who choose not to join the Union. In the event of the entry of such an order or arbitration award, the Board shall have the right to immediately suspend involuntary wage deduction under this article and shall promptly give notice of any such decision to the Union.

If the Union fails to provide certification or information as called for in this article, the Board may, after written notice to the Union, discontinue all involuntary dues deductions for representation service fees until the Union has complied with this article. When compliance occurs, dues and service fee deductions shall resume.

## **ARTICLE 5 UNION RIGHTS AND RESPONSIBILITIES**

- A. Duly authorized representatives of the Union shall be permitted to transact official Union business on school time provided that this shall not interfere with or interrupt normal school operations and with approval of the Superintendent of his/her designee.
- B. The Union and its members will have the right to use the school building facilities for meetings in accordance with school policy upon application and approval by the Superintendent or his/her designee.



- C. It is the responsibility of the Union and the Board to assist individual members in complying with the terms of this Agreement.
- D. The Board will make available to the local President, the agenda and minutes of all public school Board meetings.
- E. Members of the Union elected to attend a function of the State Association such as conventions or educational conferences shall be allowed time off without pay to attend such conferences and/or conventions. No more than two (2) members shall be allowed to attend such conventions or conferences at any one time. The Union shall give at least five (5) days advance written notice of conferences or conventions indicating the names of those attending and the dates of employee absences.
- F. The Union shall have the right to examine payroll records pertaining to the computation of compensation of any employee whose pay is in dispute, or any other public record of the Board pertaining to a specific grievance. The employee involved has the option of giving his/her consent in writing to the Union for opening his/her personnel file.
- G. The Union may use the School District inter-office mail for official communications with approval by the Superintendent or his/her designee. Such approval shall not be unreasonably withheld unless the Union's intended use of inter-office violates state or federal law.
- H. The Board will provide bulletin board space in a central location which may be used by the Union, with permission of the Superintendent or his/her designee for the purpose of posting official Union notices. Such permission shall not be unreasonably withheld.
- I. The Union shall have reasonable access to the use of typewriting and duplicating equipment with prior approval of the Administration. The Union shall pay for the reasonable costs incident to such use.

**ARTICLE 6**  
**EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- A. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has been notified. Complaints placed in the personnel file shall be put in writing with the names of the complainants. The employee may submit a written notation regarding any material, including complaints, and same shall be attached to the file copy of the material in question. If the employee believes that the material to be placed in his/her file is inappropriate or in error, the employee may receive adjustment, provided cause is shown, through the grievance procedure. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate awareness of the material, but in no

instance shall said signature be interpreted to mean agreement with the content of the material.

- B. Dedication to the mission of the School District by all employees and administrators is necessary for the good and welfare of the students, schools and community. The parties to this Agreement, recognizing this fact, agree to use their influence to encourage all school personnel to perform efficient work and service, to improve the School District's standards and to cooperate among themselves and with the school Board in promoting the welfare of the School District and improving its services.
- C. Any case of assault upon employee in performance of his/her duties shall be promptly reported to the Employer or its designated representative.
- D. The Board will reimburse an employee for any loss, damage, or destruction of clothing or personal property, excluding cash in any form. In order to be eligible for reimbursement:
  - 1. The employee must have been following the rules, regulations and policy of the Board and local state or federal law.
  - 2. The employee was in no way at fault, careless, or negligent.
  - 3. The loss must have occurred while on duty.
  - 4. The Board has the option of reimbursement or replacement.
  - 5. The employee's use or possession of clothing or personal property must have been reasonably necessary to enable the employee to perform essential job functions. The private vehicles of employees are excluded from coverage under this paragraph.
- E. It is the primary responsibility of the employee to safely transport students and to maintain control and discipline of students while on duty. The Employer will support and assist employees with respect to the maintenance of control and discipline of students.
- F. While it is the primary responsibility of the employee to transport students; employees, while in the employment of the School District, are expected to assist with the supervision and care of students during special trips.

## **ARTICLE 7 DISCHARGE OR DISCIPLINE**

- A. No employee shall be discharged, disciplined, or reprimanded without just cause.
- B. The Board shall notify the employee in writing of alleged deficient performance or conduct and indicate expected corrections. The Union shall be notified, in writing, of disciplinary or discharge action within three (3) work days of the date of such action. An employee shall be entitled to have present a representative of the Union when he/she is being disciplined for any infraction of rules or at any meeting with the Employer which the employee reasonably

believes may result in discipline. No employee shall be publicly reprimanded. Upon request, the Employer or its designated representative will discuss the discharge or discipline with the employee and the Union representative.

## **ARTICLE 8 SENIORITY, LAYOFF AND RECALL**

- A. Seniority shall be defined as continuous service in the bargaining unit from the last date of hire. In reducing the work force, the last employee hired shall be the first employee laid off and the last employee rehired, as long as they are qualified and capable of doing the work.

Newly hired employees shall serve a ninety (90) work day probationary period. Any work days missed during the probationary period, shall serve to extend the probationary period. Other than the appropriate rate of pay, probationary employees are not entitled to other benefits associated with this Agreement. There shall be no seniority among probationary employees. Upon completion of the probationary period, the employee's seniority date shall reflect the employee's date of hire as a probationary employee.

- B. The Board shall provide a list of employees arranged in order of their seniority. As changes occur, the Union will be notified in writing.

- C. Seniority shall be broken if any of the following occur:

1. Discharge.
2. Voluntary quit.
3. Layoff for a period of more than one (1) year. A second year will be added upon written request of the employee prior to the expiration of the first year if the employee has more than two (2) years of seniority.
4. Failure to return from a leave of absence.
5. Retirement.
6. Failure to report to work when notified to do so.
7. Absent three (3) days without good cause and/or without notification to the Employer.

- D. "Layoff" refers to a workforce reduction by discontinuing employment or reduction of hours. In the event of a layoff or recall, an employee, when possible, shall be given two (2) weeks notice of recall to work; recall notice shall be mailed to his/her last known address by certified mail, return receipt requested. In the event the employee fails to make himself/herself available for work on the appointed day without a reason acceptable to the Employer, he/she shall lose all seniority rights under this Agreement and shall be considered a voluntary quit.

- E. Any employee covered by this Agreement, who is or has been promoted or transferred to a non-unit position, shall not accumulate seniority while he/she works in the non-unit position.

If the employee is returned to a bargaining unit classification, he/she shall commence work in a job generally similar to the one he/she held at the time of his/her promotion or transfer and he/she shall maintain the seniority rank he/she had at the time of his/her promotion or transfer out of the unit. A supervisor driving a bus on a regular basis shall accumulate seniority in the bargaining unit.

- F. Should two (2) or more employees hold the same seniority date of hire, a drawing, attended by the affected employees, shall be held to determine placement on the seniority list.

## **ARTICLE 9 MANAGEMENT RIGHTS**

The Board, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including by way of illustration rather than limitation: the management and control of school properties, facilities, athletic and recreational programs, the right to assign and transfer, reassign, promote or demote, or discipline or dismiss of all personnel, the right to establish reasonable work rules and regulations, determine qualifications of employees and job applicants, and determine policies affecting the selection, testing or training of employees.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

## **ARTICLE 10 LAYOFF AND RECALL**

- A. All employees covered by this Agreement shall accumulate ten (10) sick days per year credited on the first day of the school year.

Leave days will not be charged against the employee on days in which school is not in session.

- B. Sick days are to be granted each employee for personal illness, disability (including pregnancy-related disability) or hospitalization or illness of the immediate family. Immediate family shall include employee's spouse, parents, or children. The Board may require an examination at Board expense and/or a doctor's certificate for an illness, injury or disability.

In the event an employee is absent due to a compensable injury as provided by the Workers Compensation law, the employee will receive the difference between his/her regular daily pay and the amount afforded by law. The differential will be deducted on a prorated basis

from the employee's available sick leave accumulation. Upon exhaustion of the employee's sick leave accumulation, the employee will only receive the amounts afforded by law.

### **BEREAVEMENT LEAVE**

- C. 1) A maximum of five (5) days per death in the immediate family shall be granted. The immediate family shall be defined as employees' spouse, parents, or children  
2) A maximum of two (2) days per death in the event of death of employees' brothers, sisters, grandparents, grandchildren, brothers-in-law, sister-in-law, step-father, or step-mothers, spouse's parents, spouse's grandparents, or relatives living in the same household.  
3) A maximum of one (1) day per death in the event of death of employees' and/or spouses aunt or uncle to be deducted from accumulated leave days.  
4) When in connection with a death in the immediate family additional leave is necessary due to personal circumstances such leave, not to exceed 30 additional days, may be granted at the discretion of the Board and deducted from accumulated sick days. (Granting of such request shall not establish a precedent).
- D. Two (2) sick days may be used for personal leave. These days are to be used for those things which cannot normally be handled outside school hours. These days may not be used for pleasure, profit, vacation, job-hunting, recreational, social or athletic type events, situations or activities. Personal leave days shall be granted on a first-come, first-serve basis. Leave shall be approved as long as a suitable (suitable in the opinion of the administration) substitute may be found to replace the driver requesting the leave.
- E. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay, provided he/she makes himself/herself available for work within his/her work schedule when not occupied with jury duty, up to a maximum of thirty (30) days in any one (1) school year.
- F. Sick leave days can be accumulated to a maximum of sixty five (65) days. At the end of each school year an employee will receive eighteen (\$18.00) for each unused day in excess of sixty-five (65). Upon leaving the district an employee will receive eighteen dollars (\$18) for each unused leave day.
- G. Upon termination (except for just cause) of employment or layoff, an employee may receive eighteen dollars (\$18.00) for each unused day in excess of sixty-five (65).

## **ARTICLE 11 UNPAID LEAVES**

- A. Leaves of absence without pay or benefits not to exceed one (1) year or the length of their seniority whichever is less may be granted without loss of seniority with accrual of seniority during the leave, upon written request and approval by the Superintendent or his/her

designee. Additional time may be requested and may be granted by the Board. This additional time request shall not be subject to any other provision of this Agreement.

- B. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee except in cases of health, maternity or military leaves.
- C. Reasons for leaves of absences are as follows:
  - 1. Health (including workers compensation and pregnancy-related disabilities) and military leaves.
  - 2. Upon recommendation of a physician, a health leave without pay may be granted for prolonged illness in immediate family, spouse or children and employee.
  - 3. Leave for other purposes may be granted at the discretion of the Board upon written request.
- D. Return from leave of absence:
  - 1. Employees on leave for health reasons must either return, resign, or request a special extension as in C-3 above.
  - 2. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Superintendent and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination at Board expense.
  - 3. An employee returning from an approved leave of absence shall be reinstated to a similar position he/she held when the leave began.
  - 4. An employee returning from a leave of absence lasting sixty (60) calendar days or less shall notify the Board in writing, of his/her intent to return at least fourteen (14) calendar days prior to the date of his/her return. Failure to request an extension or to return to work shall be considered a resignation by the employee.
  - 5. Any leave taken by the employee shall be taken concurrently with and count towards an employee's leave entitlement under the Family and Medical Leave Act to the extent permitted by law.

**ARTICLE 12**  
**CONTINUITY OF OPERATIONS**

- A. The Board, the Union, its officers, representatives and members covered by this Agreement agree that as long as this Agreement is in effect there shall be no lockouts, strikes, sit-ins, stoppage of work, withholding of services, boycotts, picketing, or any unlawful acts that interfere with the educational processes of the School District. The employees covered by this Agreement will also not recognize the strike or picket lines of any other organization

pertaining to the operation of this School District. Any violation of the foregoing provision may be the subject of disciplinary action including discharge.

- B. This Agreement shall supersede any rules, regulations, or practices of the school Board which shall be contrary to or inconsistent with its terms. No past practices shall be recognized unless they are committed to in writing and incorporated into this Agreement.
- C. Special conferences may be requested by either party to discuss matters of mutual concern. The party making the request shall specify in writing the items for discussion to the other party at least five (5) days in advance.
- D. In the event any provision of this Agreement is inconsistent with the law, the provision shall be deemed null and void.

### **ARTICLE 13 COMPENSATION**

- A. The regular daily route payments shall be as set forth in Appendix A. Such payments include the time associated with minor maintenance, cleaning, pre-trip and post-trip inspections.

Employees will be paid for breakdown time which exceeds the employee's normal work time, in classroom training time required by the state, safety classes for elementary students, and time if assigned training other employees, at the special trip rate.

- B. The salary schedule is an incorporated part of this Agreement and set forth in Appendix A.
- C. In the event of an overpayment of any benefit under the terms of this Agreement, such amounts will be expeditiously repaid by the employee. Where the amounts owed by the employee exceeds fifty dollars (\$50.00), the employee may work out a payment schedule with the Superintendent. Failure to make repayment, will result in the payroll deductions of the amount of overpayment or collection through other means.

Any underpayment will be corrected in the next regular payroll.

### **ARTICLE 14 BUS INFORMATION - GENERAL PROVISIONS**

- A. A standard form established by the School District shall be distributed to all employees for the purpose of reporting runs, breakdowns, special trips, maintenance information on buses and other items concerning pupil transportation. Repairs to buses will be completed as soon as possible once written requests for repairs are made by the employee.

- B. Due to liability and other factors, employees shall not perform major repairs on buses unless reasonably necessary to the health, safety, and welfare of staff or students. Major repairs of buses is a function of the School District and not the employees.
- C. Employees will be reimbursed promptly for approved out-of-pocket expenses upon filing an expense voucher with receipts. *Reimbursement for the home electrical usage will be paid in an amount not to exceed \$15 per months of November through March (5 months (per 11-8-10 agreement)).*
- D. Employees shall not incur a loss of pay for time spent in court proceedings at the request of the Board of Education.
- E. In the event of employees transporting students to an overnight school funded activity and being required to stay, the employee(s) involved shall be compensated for eight (8) hours per day at their regular rate of pay. In addition, they shall be provided with a separate room at the Board's expense, and with meals as herein provided. This provision does not apply to those activities funded by organizations other than the School District such as Band Boosters, and employees cannot be required to take these trips.
- F. Special trips shall be allotted on a rotating basis as established by the original seniority list at the beginning of the school year. After the master rotation list is established, employees shall be eligible for runs based on the number of hours they have attained driving special trips. Employees who refuse special trips shall be charged as if they had taken the trips in terms of rotation schedule, unless the employee did not receive two (2) days advance notice of the intended special trip. Hours shall be equalized as nearly as possible in implementing the schedule of special trips. Hours for special trips must be turned in within five (5) days after the trip and hours will be posted on a regular basis. In the event that no regular employee can be voluntarily secured for a special trip, assignment may be made on the basis of reverse seniority. Each employee performing a special trip shall be entitled to reimbursement for necessary emergency cell phone calls related to safety issues arising on trips.

Overnight special trips - all overnight trips shall be assigned on the basis of the following rotation system:

1. The most senior driver on the list shall have first choice of the run.
2. If the most senior driver accepts and does the run he/she shall be then rotated to the bottom of the list.
3. The next most senior driver will repeat the process for the next run.
4. This rotation will continue through the entire driver list.
5. In the event a driver does not take the run he/she shall retain his/her place on the rotation list until the next special run.



- G. Meal Time Trips - employees who are assigned field trips which necessitate their working during the entire period of one (1) or more meal times as defined below or a major portion thereof if they have not had an opportunity to eat shall be entitled to their actual expenses for meals as follows:

<u>Meal</u>	<u>Allowable Expense (increased in 07-08 and 08-09 and 11-12)*</u>
Breakfast	Up to 5.24
Lunch	Up to 6.29
Dinner	Up to 8.91

\*Does not set precedence for future contracts

Whenever a free meal is provided and/or available, there will be no reimbursement.

Employees on a field trip with a group which takes its lunch, and who are thus required to pack a lunch, will be, with the approval of Bus Supervisor, reimbursed at the rates listed above upon submitting an expense voucher certifying to the fact. Also, employees who are required to purchase a meal at a place which does not furnish a receipt (such as a concession stand) shall be reimbursed for their actual expenses upon the stated maximums upon submitting an expense voucher certifying to that fact. When employees are required to buy gasoline, oil, etc. on a field trip, the Board will provide the employee with sufficient funds when requested by the employee in advance to cover the anticipated expense. Employees will receive direct reimbursement for meals for actual/allowable costs without deductions.

- H. Physicals - when required annual physical examination is given by a Board-designated physician, the full cost of the examination, including laboratory fees, shall be paid by the Board. Employees unable to take the TB skin test will be given or reimbursed for TB X-ray examinations.
- I. Change in Operation - in the event there is a substantial change in the operation of the School District's bus transportation system, such as going to double runs, the parties will meet to bargain the effects of those changes on such items as compensation and hours for the employees.
- J. At the beginning of the school year, the Bus Supervisor will ask which of the regular employees wish to be kindergarten substitutes. (If there are more than needed then they'll sub on a rotation based on seniority. The School District expects to choose substitutes for kindergarten runs as follows: if a kindergarten run is eliminated, the employee with the lowest seniority is laid off. He/she will then be at the top of the kindergarten sub list for one (1) year unless a written request for an additional year is submitted and approved by the

Superintendent. He/she will always be asked first to substitute for kindergarten runs if a sub is needed. Otherwise, employees will be asked to substitute by a rotation of the list based on highest seniority to lowest of all regular employees. This list is used for an absence up to three (3) days. If the absence is longer than three (3) days, the highest seniority is always asked first. Maps and directions will be provided to the employee prior to driving any substitute run. Pay in such instances will be based upon sixteen dollars (\$16.00) per run.

- K. In the event that substitute employees are not available to transport students, thereby necessitating that the students be doubled up on existing available buses, thereby increasing the length of the bus run, then the affected employees shall receive sixteen dollars (\$16.00) per run divided equally among the employees.
- L. Employees will receive a map that details their bus runs. Such maps will note the pick-up and drop-off stops along the run.
- M. Bus runs and schedules shall be assigned and/or modified after the Bus Supervisor consults with representatives of the employees Union. Such consultation(s) may be requested by the Supervisor or Union representative and shall occur prior to the date that runs will be assigned or modified.
- N. The Board will reimburse employees sixty percent (60%) per license or renewal fee in excess of a regular driver's license for the license required to fulfill the duties of a school bus driver.
- O. The Board of Education is committed to provide job safety and health protection for employees through the maintenance of safe and healthful work environments. To this end, employees will be notified of students who may have special needs problems which may require the employee's attention prior to transporting them on the bus.

## **ARTICLE 15 VACANCIES AND TRANSFERS**

- A. A vacancy shall be defined as a newly created position or a present position that is not filled after all regular employees have been assigned.

All vacancies will be posted in the office of the transportation director and a copy to the Union President. Interested employees must apply in writing within the five (5) day posting period.

If a bus run becomes vacant and two (2) or more employees are equally qualified as determined by the school administration, the employee with the most seniority will have first choice for the position. The location of the employee and the run will weigh heavily in the determinant of equally qualified but will not be the only determinant.

- B. The Board shall provide notification of all school permanent vacancies by posting notice on the Union bulletin board. Interested applicants must apply in writing within the five (5) day posting period.

**ARTICLE 16  
SNOW DAYS**

- A. Both parties recognize that if the New Lothrop Area Public Schools cannot meet the required minimum number of days of student instruction for purposes of complying with state law, so as to qualify the School District for full state aid, then the Board will add additional days necessary to meet the annual instructional minimum required by law. To assist in the compliance of this, it is agreed that:
  - 1. Employees shall be paid for actual student attendance days worked.
  - 2. Employees shall receive regular pay for rescheduled days.
  - 3. Qualified employees shall be paid regular wages for such days not required to be rescheduled for this purpose, as part of the second pay in June following the close of the school year.
    - a. When school is not in session due to "Act of God" days, employees shall be paid for their regular runs including shuttle and kindergarten runs.
- B. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, epidemics, or health conditions, it is agreed that the following school closing provision shall become immediately effective:
  - 1. When conditions not within the control of school authorities such as severe storms, fires, epidemics, or health conditions, or a Board directive results in the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay days lost due to school closing under the foregoing circumstances and shall not be rescheduled.
- C. To the extent that any other provision of this Agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

**APPENDIX A  
PAY SCHEDULE**

	2011-2012	2012-2013	2013-2014
	No increase#	1.5%	1.25%
Level 1 (Years 1-3)	7772.35	8046.72	8147.36
Level 2 (Years 4-6)	8127.05	8413.93	8519.11
Level 3 (Years 7+)	8802.34	9113.07	9226.98

**Kindergarten Runs**

Kindergarten salary will be sixty percent (60%) of the employee's base per year for his/her regular run.

	2011-2012	2012-2013	2013-2014
	No increase#	1.5%	1.25%
Special Trips	11.76	11.94	12.09
In district (min.)	2 hr.	2 hr.	2hr.
After school (min.)	2 hr	2 hr.	2 hr.

**Special Transportation**

\*All step changes occur the first work day of the new school year. If an employee drove a regular run for ninety (90) school days the previous year, he/she will be eligible for an increment.

\*\*The parties will meet within seven (7) days of the date hereof to discuss issues arising in connection with this provision. The tentative agreement will be contingent on such resolution.

\*\*The Board will agree to review the allowance of an additional 15 minutes at the end of a special trip for bus cleanup.

# A 1% off schedule payment was made for the 2011-2012 school year.

## APPENDIX B

Bargaining unit members shall have the option to participate in the MESSA Health Care Plan, Superintendent Med I and/or MESSA Variable Options and/or Delta Dental Plan comparable to other employee groups.

The Agreement in this section shall be subject to the following guidelines:

1. Bargaining unit members who elect to participate in any of the above programs shall pay one hundred percent (100%) of the cost.
2. Employees must elect payroll deduction pro-rated over twenty-one (21) pay periods or twenty-six (26) pay periods providing they are on a twenty-six (26) pay period year. (The exception being the first year where less than twenty-one (21) pays will be used.)
3. Any employee participating must sign up during the month of September.

### Life Insurance

The Board will provide with no cost to the employee twenty-five thousand dollars (\$25,000) group term life insurance with twenty-five thousand dollar (\$25,000) accidental death and dismemberment.

### Calendar

The New Lothrop ESP and Board of Education agree to the school calendar that has been negotiated by and between the Board of Education and the SCEA/NLEA.

### Duration

This Agreement shall become effective upon ratification by both parties. This Agreement shall terminate on *June 30, 2014*.

### **NEW LOTHROP/MESPA**

### **NEW LOTHROP/BOE**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_