

LINCOLN CONSOLIDATED SCHOOLS

2012 – 2015

AGREEMENT

BETWEEN

**LINCOLN
BOARD OF EDUCATION**

AND

**INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
LOCAL 214**



2012 – 2015 CONTRACT

BETWEEN

THE LINCOLN CONSOLIDATED SCHOOL DISTRICT

AND

THE INTERNATIONAL BROTHERHOOD of TEAMSTERS
LOCAL 214

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PREAMBLE

This Agreement is entered into, effective July 1, 2012, by and between the Lincoln Consolidated School Board of Education, (hereinafter called the “Employer”) and the Teamsters State, County, Municipal Workers, Local 214 (hereinafter called the “Union”). The signatories shall be the sole parties to this Agreement.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Union.

The parties recognize that the interest of the community and the job security of the employees depend on the Employer’s success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1

RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 379 of Public Acts of 1965, and amended by P.A. 1994, No. 112 the Employer does hereby recognize the Union as the exclusive representative of employees of the Employer included in the bargaining unit described below for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement.
- B. The bargaining unit includes all full-time, part-time, temporary bus drivers, bus aides and mechanics who have completed ninety (90) calendar days of employment, excluding substitutes and student employees, supervisors, and all other employees.
- C. 1. Regular employee: An employee who is regularly scheduled to work on a permanent daily basis.
2. Substitute employee: A person who takes the place of an employee on a nonpermanent, day to day, basis, until the regularly assigned employee returns or is replaced.
3. Temporary employee: A substitute employee who has worked ninety (90) consecutive calendar days on the same run for a regular employee as a result of a regular employee's leave of absence. A temporary employee shall receive all the benefits of the regular employee beginning on the ninety-first (91st) day of employment. It is further understood that when the regular employee returns, the temporary employee will return to a substitute position, if at that time no other driving position is available.
- D. Any person accepting an appointment to fill a temporarily vacant position shall after ninety (90) calendar days, pay to the Union, dues or its equivalent, for the duration of the temporary employment and come under the terms and conditions of this Agreement.
- E. Temporary and substitute employees shall not be employed if the result would cause vacant and/or newly created positions to not be posted and filled with regular employees.

ARTICLE 2

EQUAL EMPLOYMENT OPPORTUNITY

- A. It shall be the policy of the Board of Education to recruit and hire without regards to race, sex, marital status, age, color, creed or national origin. It shall further be the policy of the Board of Education that all personnel actions including rate of compensation, promotion, retirement, transfers, fringe benefits, layoffs, and recall be administered without regards to race, sex, marital status, age, color, creed or national origin and in accordance with the provisions of this Agreement.

- B. The Board of Education and its representatives will not discriminate against or coerce any employee because of or with respect to any lawful activity or because of an employee's membership or non-membership in the Union.

ARTICLE 3

EMPLOYEE WELLNESS COMMITTEE

The parties do hereby agree that an employee wellness committee shall be formed consisting of representatives of the Board and representatives of the Union. It is the intent of the parties that representative from all employee groups in the district shall be represented on this committee (subject to approval from those employee groups).

This committee shall make recommendations to the Board of Education regarding programs designed to facilitate a healthier staff and working environment.

ARTICLE 4

UNION SECURITY

The parties understand and agree that any and all specific language, clauses, and procedures within Article 4 that are contrary to PA 53 of 2012 (Dues Collection) and/or PA 349 of 2012 (Right to Work) are hereby null and void.

- A. Section 1. Condition of Employment: It is agreed that as a condition of employment all employees covered by the terms of this Agreement shall, within thirty-one (31) calendar days of employment, pay such fees and dues which are necessary to support the Union's representational activities such as collective bargaining and administration of the labor contract. This section does not require any employee to pay any fees or dues which are related to political action or other non-representational activities of the Union and does not require any employee to join or become a member of the Union. Under this Agreement and by law, employees are required only to pay the fees and dues outlined above as a condition of employment.
- B. Section 2. Equal Representation: Membership in the Union is separate, apart, and distinct from the assumption by an employee of his/her obligations to the extent that he/she received equal benefits. The Union is required to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union; the terms of this Agreement being made for all employees in the bargaining unit.
- C. Section 3. Payroll Deduction: For the duration of this agreement the Employer agrees to, without charge to the Union, deduct from the salary of each employee all Union dues, assessments, initiation fees, and/or representations (agency) fees; provided, however, that the Union presents to the Employer authorizations signed by such employees allowing such deductions and their subsequent payment to the Union. The Employer further agrees to promptly remit any and all such deductions and their subsequent payment to the Union. These actions shall conform to the respective state and federal laws which apply. The District will transmit the dues collected from the members via electronic transfer.
- D.
 - 1. The Employer's agent in these matters shall be the Business Office/Accounting Supervisor.
 - 2. The Union's agent in these matters shall be the secretary-treasurer; who may delegate certain activities to the steward.

- E. Lists and notices:
1. Contributors: The Employer shall provide the Union with an original list of contributors, and their addresses; to be revised at least annually or upon the Union's request, not to exceed four times annually.
 2. Deduction Notice: The Union shall provide at least thirty (30) calendar days written notice to the Employer of the amount of any Union fee to be deducted from the wages of employees as in accordance with this Article. Notice of any change in such amounts will also be provided to the Employer at least thirty (30) calendar days prior to its implementation.
 3. Hire or Termination Notice: Within two (2) weeks after the Employer hires or terminates an employee in a position covered under this Agreement, the Employer shall notify the Union in writing the following information: the name of the employee, job classification, salary level, starting or termination date, and current address.
- F. Employee Authorization: Each employee hereby authorizes the Union and the Employer, without recourse, to rely on and to honor certificates of the local Union regarding the amounts to be deducted and the legality of deducting such Union dues, assessments, or fees.
- G. Hold Harmless: The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deductions from an employee's pay of Union dues, initiation fees, assessments, or collective bargaining (agency) service fees. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.
- H. Section 4. Deductions: The Board shall deduct from the pay of each employee from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, option plans, or any other plans or programs jointly approved by the Board and the Union.
- I. Section 5. Dues Installments. Regular dues for the above-stated organizations shall be deducted together as one (1) deduction, in ten (10) equal installments from the second paycheck in the months of September through June.
- J. Section 6. Letter of Introduction. As a way of introducing new employees to the Union, the Employer shall give each new employee a letter of introduction, provided by the Union and approved by the Superintendent or his/her designee.

ARTICLE 5

WAIVER CLAUSE

GENERAL INFORMATION

The parties acknowledge that during the negotiations which resulted in the Agreement, dated July 1, 2009, each party had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, 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.

This agreement supersedes and cancels all previous agreements verbal or written or based on alleged district practices, between the district and the Union or any employee, and constitutes the entire agreement between the parties covering employees within the bargaining unit. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Upon written request of either party, the employer and the Union shall be required to meet no more than twice each year to confer on matters of mutual concern. The parties may mutually agree to meet more than twice each year. The written request shall be made in advance and shall include an agenda stating the matter(s) to be discussed and the reasons for requesting the meeting. It is understood that these special meetings shall not require either party to conduct continuing bargaining negotiations, nor in any way modify, add to, or subtract from the provisions of this agreement. Such meetings shall be held at a time and place mutually agreeable to the parties. Each party may be represented by at least two (2) persons.

ARTICLE 6

JOINT BOARD AND UNION MEETINGS

- A. Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Therefore, representatives of the Board and the Union shall meet with proper notice, and if either party submits an agenda to the other party, no later than five (5) working days prior to the requested meeting date.

- B. All such conferences shall be arranged through the Chief Steward, or his/her representative and the Superintendent or designee. Representatives at such conferences shall not exceed five (5) representatives from each party. It is understood that any and all matters of discussion shall not alter or change in any way the provisions of the Agreement.

ARTICLE 7

GRIEVANCE PROCEDURE

A. A claim by an employee, group of employees, or the Union that there has been an alleged violation, misinterpretation or misapplication of any provision of this Agreement or any unreasonable rule, order, policy or regulation of the Board that directly relates to wages, hours, or conditions of employment, may be processed as a grievance as herein provided. All grievances shall be settled in conformity with the following grievance procedure:

1. Signature of the grievant or grievants.
2. It must be specific in nature.
3. It must contain a synopsis of facts giving rise to the alleged violation.
4. It must cite the section or subsection of the contract allegedly violated.
5. It must contain the date of the alleged violation.
6. It must specify the relief requested.
7. At each level, the original grievance form, with notation of disposition, shall be returned to the grievant with a copy to the Union.
8. Failure to comply with 1-6 above shall result in the grievance not being processed beyond the first step unless compliance is met within five (5) working days of notification to the Union of the specific procedural problem.

B. Grievance Steps

STEP 1.

In the event that an employee believes there is a grievance, the employee shall first discuss the alleged grievance with the immediate supervisor, either personally or accompanied by the Union representative. The employee must request (in writing) a discussion within five (5) working days of the time the grievant knew or should have known of the alleged violation. The supervisor shall schedule a meeting for the grievance discussion within five (5) working days of receipt of the request.

STEP 2.

If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the Union member may invoke the formal grievance procedure through the Union. The Union shall deliver a copy of the grievance to the immediate supervisor within five (5) working days of the informal discussion. If the grievance involves more than one (1) work location, it may be filed with the Executive Director, or designee.

Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and the Union in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, his or her disposition of the grievance within five (5) working days of such meeting, and shall furnish a copy thereof to the Union and return the original to the grievant.

STEP 3.

If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days of such meeting, or ten (10) working days from date of filing, the grievance may in the discretion of the Union be transmitted to the Executive Director or designee. The grieving party or parties shall have ten (10) working days from the date the grievance disposition is received (or was due) to submit the grievance to Step 3. Within ten (10) working days, the Executive Director shall meet with the grievant and the Union on the grievance and shall indicate, in writing, a disposition within ten (10) working days of such meeting, and shall furnish a copy thereof to the Union and the original to the grievant.

STEP 4.

If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days of such meeting, or ten (10) working days from date of filing, the grievance may in the discretion of the Union be transmitted to the Superintendent. The grieving party or parties shall have ten (10) working days from the date the grievance disposition is received (or was due) to submit the grievance to Step 4. Within ten (10) working days, the Superintendent shall meet with the grievant and the Union on the grievance and shall indicate, in writing, his or her disposition within ten (10) working days of such meeting, and shall furnish a copy thereof to the Union and the original to the grievant.

STEP 5.

If the Union is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period provided above, the grievance may in the discretion of the Union be submitted to arbitration by the Union within sixty (60) working days from the date the grievance disposition is received (or was due). The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement nor have power to establish rules of pay or to change any rates of pay. If neither party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first render a decision as to the arbitrability thereof. If the grievance is determined non-arbitrable, it shall be returned to the parties with no recommendation on its merits. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

- C. The arbitrator shall have the authority, when sustaining a grievance for an employee who is found to have been unjustly discharged, to reinstate with full reimbursement of all compensation. The arbitrator may also order that money or its equivalent be awarded to an employee who is found to have been improperly deprived of compensation or advantage.
- D. The time limits provided in the Article may be extended by written agreement of the parties.
- E. Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder prior to its expiration, may be processed through the grievance procedure until resolution.
- F. In the event that grievance proceedings are scheduled to occur during the workday, a Union member who is directly involved in the grievance shall be excused with pay.
- G. Directly involved, for purposes of this Agreement shall mean: The grievant or grievants, the union representative or representatives and witnesses whose testimony is pertinent to the grievance.
- H. Monetary awards payable to grievant as a result of grievance settlements, shall be made within a reasonable time period not to exceed one month.

ARTICLE 8

COMPENSATION

A. All twelve (12) month employees shall receive their salary in biweekly installments. All employees will have the ability to be paid year round.

B. 1. Overtime

a. Bus Drivers

Overtime pay shall be paid to drivers who are required or opt to drive for approved school transportation under the following conditions:

(1) Saturday Driving

One and one-half (1-1/2) times the regular field trip rate of pay. Special Education drivers who drive a regular run on Saturday shall be paid one and one-half (1-1/2) times the driver's regular run pay. Saturday downtime shall be paid at one and one-half (1-1/2) times the downtime rate.

(2) Sunday or Holiday Driving

Double time based on the regular field trip rate of pay. Special Education drivers who drive a regular run on Sundays or paid holidays shall be paid double times the driver's regular run pay. Sunday and holiday downtime shall be paid at double the downtime rate.

(3) In the event an employee is given unscheduled work, s/he shall receive straight pay for their regular daily runs, straight pay for their unscheduled work that exceeds sixty (60) minutes and a stipend of five dollars (\$5.00) for each subsequent occurrence on the third occasion in a school year. This does not include monitoring students returning to the bus office. Drivers completing two (2) full routes shall be paid for both routes.

A bus driver shall receive one and one-half (1-1/2) their regular rate of pay for hours worked beyond forty (40) hours per week.

Extra payment shall not be made because of a driver extension of a regular one hundred twenty (120) minute or less run.

- (4) All time driven on a regular daily basis beyond one hundred twenty (120) minutes (2 consecutive runs) shall be paid at the driver's regular rate of pay for the time.
- (5) Disputes over the length and timing of routes will be resolved by a time study within thirty (30) work days of the claim or the request will be implemented as requested. [The Employer is responsible for providing the most accurate time for each run at bid time.] If there are an excessive number of time studies requested (defined as 31 or more) the District shall within five (5) work days of receipt of the excessive number of requests, notify the Union and arrange a review meeting to resolve the issues raised by the excessive requests.
- (6) The Employer shall process status changes within thirty (30) work days of receipt of the request subject to the following conditions:
 - (a) The Employer shall be responsible for providing fifteen (15) work days advance written notice of an upcoming step increase or a longevity step increase.
 - (b) The time requirement for a Change of Status shall start after the time study is completed. The total time from the request of a time study until the status change is completed shall not exceed sixty (60) calendar days.
- (7) No employee shall be required to work overtime, field trips and/or extracurricular activities, noon runs, shuttle runs, RCTC, or Pre-K runs. This does not prohibit a position from being posted with the requirement for potential overtime (current example: day care).

b. Mechanic/Garage Manager and Mechanic

An employee required and scheduled to work more than eight (8) hours per day or forty (40) hours per week shall, at the discretion of the employee, be paid at a rate equal to one and one-half (1-1/2) times the regular hourly rate of pay or receive compensatory time at the rate of one

and one-half (1-1/2 hours) for each hour worked in excess of eight (8) hours per day or forty (40) hours per week. An employee required to work on Sunday shall be paid at no less than two times their regular rate of pay.

- c. All overtime shall be assigned at the discretion of the Employer.
- d. Any mechanic called in from home for emergency duty shall be guaranteed at least four (4) hours pay.

2. Exam, Half-Days

On exam days or any split session scheduled in advance when drivers are required to report early and make a run or runs, this run or runs shall be calculated on the basis of time and one-half (1-1/2) the regular pay per run. Drivers must drive all of these regularly scheduled runs to qualify for the extra pay.

3. Emergency Pay

Any employee called in from home for emergency duty, at the Employer's request, not scheduled in advance, shall be guaranteed one and one-half (1-1/2) times the regular pay per run.

C. Cleaning Buses

Drivers shall be required to perform routine cleaning tasks such as sweeping the bus and picking up papers. The performance of such tasks shall be considered as part of the regular run payment, as shall pre and post trip inspections.

Two ten (10) minute pre-trip inspections, one in the morning and one in the afternoon, shall be included in the regular run payment. Any additional required pre-trip inspections shall be paid at ten (10) minutes each.

D. Holidays

1. Bus Drivers/aides:

- a. 12 month drivers/aides - Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas, New Years, Good Friday, and Memorial Day.

- b. Less than 12 month drivers/aides - Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas, New Years, Good Friday, and Memorial Day.

If a driver has a regular run during the summer months, July 4th shall be added as a paid holiday. Any driver working on July 4 shall be paid at the holiday rate of double time for all hours actually worked.

2. Mechanic/Garage Manager and Mechanic - Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, New Years, Good Friday, and Memorial Day.
3. To be eligible for Holiday pay employees must work all scheduled hours the work day before and the work day following the Holiday. Exceptions for emergencies or verifiable illness may be appealed to the Executive Director. To appeal on medical grounds, the employee must have seen a doctor and have a note indicating the employee is medically unavailable for work. If an employee's child has an emergency, s/he must have been seen by a doctor and receive a medical statement recommending that the parent (employee) stay home to care for the child. The Executive Director shall make the final determination on the appeal.

E. Payment of Unused Sick and Vacation Time

1. Upon retirement of the employee, beginning with the sixtieth (60th) month of service, the Employer shall pay twenty-five percent (25%) of all unused sick leave, computed according to the pay rate at the time of retirement.
2. Upon retirement of the employee, who has completed at least one hundred twenty (120) months of service, the Employer shall pay fifty percent (50%) of all unused sick leave computed according to the pay rate at the time of retirement.
3. Upon death of the employee, the Employer shall pay fifty percent (50%) of all unused sick leave, computed according to the pay rate at the time of death, to the employee's estate or beneficiary.
4. Upon retirement, death, or resignation of the employee, the Employer shall pay to the employee or the employee's estate one hundred percent (100%) of all unused vacation days, computed according to the pay rate at the time of termination.

F. Salary

All employees in the bargaining unit shall receive their gross salary as specified in Appendix C. Increments shall be effective each July 1 for the duration of this contract.

G. Longevity Pay

1. Longevity Pay—Drivers and Aides

All eligible drivers and aides who are on the employer's active payroll as of the effective date of this Agreement shall be entitled to receive longevity pay based on their length of continuous service as of their seniority date with the Employer according to the following rules and schedules of payment. Eligible drivers and aides shall be deemed drivers and aides with one hundred twenty (120) months of continuous service, as of their seniority date that are employed and regularly scheduled a minimum of four (4) runs or four (4) hours per work day, five (5) work days a week. Drivers employed before September 1, 1987, and whose months of continuous service may have been earned as part-time drivers (less than twenty (20) hours a week) shall be exempt from the twenty (20) hours a week eligibility requirement.

- a. At the beginning of the one hundred twenty-first (121st) month through the one hundred eightieth (180th) month of service, two percent (2%) of the gross income will be paid per year.
- b. At the beginning of the one hundred eighty-first (181st) month through the two hundred and fortieth (240th) month of service, four percent (4%) of the gross income will be paid per year.
- c. At the beginning of the two hundred forty-first (241st) month through the three hundredth (300th) month of service, six percent (6%) of the gross income will be paid per year.
- d. At the beginning of the three hundred first (301st) month of service, eight percent (8%) of the gross income will be paid per year.
- e. Longevity pay shall be computed as a percentage of the employee's hourly rate.

2. Longevity Pay—Mechanics

All eligible mechanics who are on the employer's active payroll as of the effective date of this Agreement shall be entitled to receive longevity pay based on their length of continuous service as of their seniority date with the Employer according to the following rules and schedules of payment. Eligible mechanics shall be deemed employees with sixty (60) months of continuous service, as of their seniority date that are employed and regularly scheduled to work full time.

- a. At the beginning of the sixty-first (61st) month through the one hundred twentieth (120th) month of service, two percent (2%) of the gross income will be paid per year.
 - b. At the beginning of the one hundred twenty-first (121st) month through the one hundred eightieth (180th) month of service, four percent (4%) of the gross income will be paid per year.
 - c. At the beginning of the one hundred eighty first (181st) month through the two hundred fortieth (240th) month of service, six percent (6%) of the gross income will be paid per year.
 - d. At the beginning of the two hundred forty first (241st) month of service, eight percent (8%) of the gross income will be paid per year.
 - e. Longevity pay shall be computed as a percentage of the employee's hourly rate.
3. For the purposes of this section, continuous service means service calculated from the employee's last hiring date as a regular employee and shall be broken by retirement, resignation or discharge.
 4. Employees shall not suffer a break in continuous service if they are absent from work due to layoff, physical disability or authorized leave of absence up to one (1) year.

H. Mileage

When an employee is required to use their own vehicle for approved school business, the IRS rate shall be used to compute reimbursement. Reimbursement begins and ends at the bus garage. Drug tests are considered approved school business. (Physicals are considered approved school business.)

I. After thirty-six (36) months of continuous service, employees shall be reimbursed for the cost of renewing their commercial driver's license (CDL) or chauffeur's license and all new or additional license requirements and any requirement for maintaining continued employment made by the Employer.

J. Eligibility for Insurance Coverage

1. Subject to the provisions of P.A. 152 of 2011, the Employer has chosen the hard cap arrangement. The Employer shall provide and pay the costs, up to the hard cap amounts, and of including payment of the deductible amounts, the Messa ABC Plan 1, \$1,300- single deductible, \$2,600 - double, and family deductible from January 1, 2015. This plan is purchased through the Consortium Agreement between the Employer and other member school districts. Lincoln Consolidated Schools shall be the policy holder.

Prior to January 1, 2015, and as soon as possible after ratification, the Employer shall provide and pay the costs up to the P.A. 152 hard cap amounts of the Messa Plan PAK C 666C - WCC (\$300/\$600 deductible). Also available, only until January 1, 2015, the Messa Plan Choice 2 PAK A 666C-WCC (\$200/\$400 deductible), with the Employer paying the costs only to P.A. 152 hard cap amounts.

An employee must be assigned and working a regular schedule of 20 to forty 40 hours or more per week to receive this benefit. By mutual agreement the parties may substitute an equivalent plan.

Employees are responsible for any and all costs of individual health insurance which exceeds the hard cap.

2. Time driven beyond regular assignments will not be considered in computing time for purposes of this Section.
3. Employees assigned and working less than 20 hours per week (less than 4 hours per day) shall not normally be eligible for healthcare insurance coverage unless they pay 100% of the costs incurred in joining the Messa Group Plan.
4. Dental, vision per family coverage and life insurance shall be provided and paid for by the Employer for all employees (bid and scheduled for at least 20 hours per week). Messa PAK D shall be provided according to Messa regulations. By mutual agreement, the parties may substitute an equivalent plan.

5. Long term disability insurance shall be provided for the Mechanic, Mechanic/Garage Manager, and Special Education Drivers and Aides that work during the summer months. There is a 52 week waiting period with a \$1,500 per month maximum benefit based on salary. (Employees working 10 months and bid and scheduled for 4 hours per day shall be covered by a \$5,000 life and ADD policy, while they are working.
6. Opt Out Option - Upon proper application employees who are insured with health insurance elsewhere, shall be eligible for \$1,400 tax sheltered annuity (for a plan selected by the Board) paid in \$700 stipends biannually during December and June. If a husband and wife are both employees of Lincoln Schools, one will be eligible for full family health insurance and the other eligible for the tax sheltered annuity option.
7. All insurance coverage shall be subject to the rules and regulations of the carrier.
8. Dual Coverage

- a. Prohibition of Dual Coverage

It is understood that insurance coverage paid for by the District is not to provide double coverage for employees or their families. If an employee or their family is covered under another policy, the employee shall elect which coverage they wish to receive and must notify the District of the election. Falsification of information concerning double coverage may result in loss of insurance coverage for the employee and disciplinary action up to and including discharge.

- b. Hardship Committee

A committee, composed of two (2) members appointed by the Board and two (2) members appointed by the Union will be formed to review petitions from employees on a case-by-case basis who request consideration for exemption from the prohibition of dual coverage language.

1. Exemption will not be considered merely because a spouse's employer requires the spouse to take an entire insurance package. Consideration will be given for serious reasons, including but not limited to; if the spouse's insurance is minimal in nature and the spouse is required to take the insurance; if the spouse, because of impending retirement is required to retain or resume coverage for a

short period of time; or if the spouse's health insurance (which he/she is required to take) does not provide for a benefit and the tax-sheltered annuity benefit noted in J. 8.(a) above does not make up the difference.

2. The Committee will make its recommendation to the Superintendent. The employee shall, within five (5) work days of the Superintendent's recommendation, have the right to grieve the recommendation at the Board level. The final decision for the grievance and the recommendation shall rest with the Board.

The employee may not request arbitration for Committee, Administration or Board decisions regarding hardship requests.

9. Continuation of Fringe Benefits

- a. Each employee must apply for insurance coverage during the limited thirty (30) calendar day enrollment period following ratification of this agreement or (1) no less than forty (40) calendar days prior to termination of out-of-district health insurance coverage; (2) within one (1) week of returning from a leave of absence which has resulted in termination of insurance coverage.
- b. Any employee on leave or layoff shall have the option of retaining their fringe benefits or any payroll deduction programs by prepaying the appropriate group fee to the Business Office monthly or, if appropriate, directly to the carrier(s). Employee on unpaid leave of absence shall have premiums for insurance coverages continued by the Board for thirty (30) calendar days (subject to applicable COBRA notification). An employee returning from an unpaid leave of absence must work at least thirty (30) calendar days to qualify for continuation of insurance coverage during an additional unpaid leave unless the thirty (30) calendar days unpaid leave coverage was not exhausted. In such instance during subsequent unpaid leave taken less than (30) calendar days from the return date the employee would be eligible for the balance of unused unpaid leave health insurance coverage.
- c. An employee is responsible for coverage application and/or notification of change in family status. Failure to apply for proper coverage and/or notification of change in family status is entirely the responsibility of the employee and shall not result in any cost or expense to the district.

- d. Employees, who are on a 12 month pay schedule, shall have the monthly premium for healthcare co-pays taken out each month. Employees, who are on a 10 month pay schedule, shall have the premiums averaged and deducted while they are working.
- 10. Any employee on leave or layoff shall have the option of retaining benefits by paying the appropriate group fee to the business office monthly.
- 11. Insurance coverage shall be subject to the rules and regulations of the carrier.
- 12. Employees who are on twelve (12) month pay schedule shall have the monthly premium for health care taken out each month.
- K. When the time between two consecutive runs is twenty (20) minutes or less, the employee shall be paid straight time pay for the actual minutes spent waiting to work.

The parties agree to participate in a time study for the purpose of determining whether or not the time-waiting-to-work period will be extended in order to comply with relevant law.

ARTICLE 9

SENIORITY, LAYOFFS, REDUCTION OF STAFF

A. Seniority

1. Seniority shall be defined as length of service within the bargaining unit (Article I, Recognition) as of the employee's first working day. In the circumstances of more than one individual beginning employment on the same date, all individuals so affected shall be placed on the seniority list based upon the date they started working for the district as a substitute driver, aide, or mechanic. The earlier substitute driver, aide, or mechanic shall have the higher seniority status. The Employer's records shall be used to determine the date. If one of the individuals involved disputes the Employer's records, it shall be that person's obligation to provide convincing evidence refuting the Employer's records.

An employee shall lose his or her seniority rights if he or she retires, resigns, or is discharged.

2. Each new employee of the bargaining unit shall be considered a probationary employee for the first ninety (90) calendar days of employment as a regular employee. A probationary employee who was employed in the same position as a temporary employee, immediately prior to being appointed a regular employee, shall have the probation period reduced by the length of the temporary employment in that position, not to exceed thirty (30) calendar days.

On completion of the probationary period, the employee shall be placed on the seniority list of the bargaining unit and his/her seniority shall start from his/her last date of hire as a regular employee regardless of hours worked. "Last date of hire" shall mean the date on which the employee actually begins work, regardless of when such employee was advised of being hired, or having been hired.

3. An employee who was in the bargaining unit as of July 1977, or thereafter, and who transfers to a position excluded from the bargaining unit, and who subsequently returns to the bargaining unit shall have such seniority as was held at the time of such transfer.

4. An employee who is on a leave or layoff without pay or who otherwise leaves the school payroll shall not accrue seniority during the period of such leaves of absence or layoff, but shall retain seniority accrued to the initial date of the approved leave of absence or layoff. When an employee returns from layoff or leave of absence, the employee's seniority date shall be adjusted on the seniority list provided in Section 6. Seniority of up to one (1) year shall accrue while an employee is on an approved medical leave.
5. An employee shall lose seniority if on layoff for a period of three (3) consecutive years.
6. Within sixty (60) calendar days after the effective date of this agreement, the Personnel Office will provide a listing of all employees of the bargaining unit showing hire date, seniority date, and classification of each employee. This list shall be published by June 1 of every year and distributed to each employee and the Union.
7. a. No employee shall be required to successfully complete more than one (1) probationary period in a given classification. If an employee, while serving an additional probationary period, is found to be unsatisfactory or elects to return to their original classification, the following shall apply:
 - (1) Within the first ten (10) work days the employee shall be returned to their original position without penalty.
 - (2) After ten (10) work days, the employee shall be returned to the first available position in his/her classification with no reduction in benefits or seniority and at the same rate of pay he/she earned immediately prior to the probation period.
 - (3) Illness of more than ten (10) consecutive work days shall extend the additional probationary period and the option of returning to the first available position in his/her former classification. The total additional probationary period shall not exceed ninety (90) workdays of actual on-the-job performance.
 - (4) In the event that the position to which the probationary employee returns is subject to bidding processes described elsewhere in this agreement, that bidding process shall occur first and the assignment of the employee shall follow.

- (5) In order to accommodate the above timelines the posting requirement in Article 10 will be waived. The vacated position will not be posted for the first ten (10) work days of the second probationary period.
- b. In the event bargaining unit members bid into another classification and has successfully completed an initial probationary period, his/her seniority will accrue continuously and any other time worked in any previous classification(s) will be combined into his/her total accumulative seniority.
- c. A bargaining unit member may combine time worked in different classifications to meet the service requirement for longevity.

B. Layoff, Reduction of Staff

1. Employees who are to be laid off shall be given no less than fourteen (14) calendar days written notice. The word "layoff" shall mean a reduction in the employee work force due to a determination by the board of a decrease in work or lack of funds. If possible, five (5) calendar days notice shall be given to employee if Employer reduces or eliminates position.
2. If a layoff becomes necessary, newly hired probationary employees within each classification to be affected shall be laid off first. If further layoff is necessary, layoff shall be according to seniority within each classification to be effected (least senior employees shall be the first laid off). When the least senior person within a classification is to be laid off, the employee may bump the least senior within another classification in the bargaining unit if immediately qualified to perform the job and if he/she has more accumulated seniority than the employee in the other classification.
 - a. Provided, however, that an employee scheduled for layoff who desires to bump into either a "Mechanic/Garage Manager" or a "Mechanic" position, may do so only if, in addition to being "immediately qualified" and having more accumulated seniority than the "Mechanic/Garage Manager" or "Mechanic" to be bumped, the laid-off employee also has prior working experience in a position with responsibilities similar to the position sought.
3. Whenever layoff occurs, any employee with more seniority who is scheduled to be laid off shall be allowed to displace the least senior employee of equal or more hours within the employee's classification or within another classification or fill a vacancy within the employee's classification or within

another classification, providing in all cases that the laid-off employee is qualified to perform the work of the less senior employee's or the vacant position. The more senior employee shall be allowed to displace the least senior employee working less than equal hours should an equal hour position be unavailable within the employee's classification or within another classification.

- a. Provided, however, that an employee scheduled for layoff who desires to bump into either a "Mechanic/Garage Manager" or a "Mechanic" position, may do so only if, in addition to being "immediately qualified" and having more accumulated seniority than the "Mechanic/Garage Manager" or "Mechanic" to be bumped, the laid-off employee also has prior working experience in a position with responsibilities similar to the position sought.
4. A laid off employee may transfer to a vacancy in another classification series, provided the employee meets the stated qualifications.
5. Laid off employees shall be recalled in reverse order of layoff, but in all cases the most senior qualified laid off employee shall be recalled first.
6. Should the Board reinstate a position that had been eliminated, or fill a position that had been allowed to remain vacant, the employee who previously held said position, if not on layoff, shall be offered the position before it is offered to laid off employees.
7. Notice of recall shall be sent by certified mail to the employee's last known address. The employee shall have ten (10) calendar days to report to work from the date that the notice was delivered to the employee's last known address.
8. For purposes of this section, classifications shall be as designated in Appendix A.

ARTICLE 10

QUALIFICATIONS AND POSTING

- A. A vacancy shall be defined, for purposes of the Agreement, as a position previously held by an employee, whose employment has been terminated or who has been permanently transferred to another position, or a newly created position within the bargaining unit which the Board has decided to fill. Vacancies shall not include positions where the regularly scheduled employee is temporarily absent (which are governed by Article 34).
- B. Whenever a vacancy is created, the Personnel Office shall, within five (5) work days, notify the Union whether or not it intends to fill the position. If the Board does intend to fill the position, the Board shall, at the same time, post the position. No vacancy shall be filled until it has been posted for three (3) work days and the position shall be filled within two (2) work days after expiration of the original posting period. The aforementioned posting requirements may be waived or altered if the parties to this Agreement mutually agree to do so (provided, however, that the Administration may unilaterally extend these deadlines when filling "Mechanic/Garage Manager" or "Mechanic" positions, if necessary to ensure that all applicants have been thoroughly reviewed). Notice of vacancies shall be posted in all work stations. In addition, notice shall be sent to all employees (including those on layoff) of vacancies which occur during the "summer break period."
- C. The Board declares its support of a policy of filling vacancies from within the bargaining unit. Therefore, applicants from the bargaining unit will receive first consideration over applicants equally qualified from outside the bargaining unit. Any vacancies filled from within the bargaining unit shall be on the basis of seniority, experience and competency.
- D. If a vacancy is not filled within the above-specified time, there shall be an immediate meeting between the Union and the Superintendent or designee for show cause.

ARTICLE 11

PAID LEAVES

- A. Employees who were part of the bargaining unit as of March 22, 1999, shall accumulate sick days at the rate of 1 day per month or fraction thereof, with accumulation to two hundred (200) days. Employees becoming part of the bargaining unit after March 22, 1999, shall accumulate sick days at the rate of 1 day per month or fraction thereof, with accumulation to one hundred fifty (150) days. Sick day usage shall be computed by determining the employee's standard day, then deducting the actual number of hours showing on his/her timesheet.
- B. Three (3) days of accumulated sick days may be used annually for personal business. It is understood that personal business days may be taken only in blocks of one (1) hour and/or one (1) complete run. Personal business days may not be utilized to extend a vacation or for recreational purposes except with the approval of the Executive Director.
- C. The Business Office shall maintain a sick leave record on all employees. The Board shall seek to have the accumulated sick days and vacation days stated on each paycheck, but the parties understand that an outside agency controls the paycheck printing. Each employee shall be given a record of his or her accumulated sick and vacation leave in July of each year.
- D. Employees shall earn and accrue sick leave credit during the periods of which he or she is on the payroll, including while working Summer School.
- E. Paid Leaves

Sick leave credit may be used for absences due to illness, injury or necessary medical attention for the employee or the employee's immediate family. Immediate family shall be defined as: Spouse, children, stepchildren, mother, father, stepfather, stepmother, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, or niece. The Board maintains the right to request a sworn affidavit, affirmation or a doctor's statement for absences that exceed three (3) consecutive work days or at any time to verify a doctor's appointment. However, in cases of suspected abuse, the three (3) day period may be waived.

- 1. The employee may use accumulated sick leave for emergency illness in the family which requires the employee to make arrangements for care.

2. The employee may use no more than three (3) consecutive work days of sick leave for critical illness in the immediate family.

For purposes of using accrued sick leave, pregnancy shall be treated like any other illness or disability.

F. Worker's Compensation

If an employee elects to use sick leave while off duty because of a compensable injury, (Worker's Compensation) and receive regular earnings, such use may be only to the extent of the difference between the worker's compensation benefits and regular after-tax earnings. A prorated amount will be deducted from the employee's sick leave accumulation. Should this supplemental payment be found to be subject to the coordination requirements of worker's compensation, such that the amount of the worker's compensation benefit is reduced, the employee shall not be allowed the use of sick leave and shall receive only the worker's compensation benefit provided by that statute.

- G. 1. An employee who has used up all sick leave credit and is unable to return to work shall have the option of using their accumulated vacation time and then going on leave of absence for the duration of the disability.

2. Funeral Leave

An employee is allowed three (3) working days off with pay for a funeral or making necessary arrangements for immediate family within a four (4) work day period commencing with the date of death. For a funeral of anyone outside the immediate family, the employee is allowed one-half (1/2) work day with pay. These days shall not be charged to the employee's accumulated sick days or vacation days. Employees hired after September 1, 1986, will have the days charged to the employee's accumulated sick days. If no sick time is available, the time off may be taken without pay. Paid funeral leave time is considered as time worked. The use of unpaid funeral leave shall not be used as basis for disciplinary action.

ARTICLE 12

NONSCHEDULED CLOSINGS

- A. Scheduled days of student and/or teacher attendance that are canceled because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, township, or state health authorities shall be rescheduled by the District up to the statutorily required days but shall be no less than one hundred and seventy-three (173) work days.
- B. Twelve (12) month employees shall be required to report to work on nonscheduled closing days unless otherwise notified through the bargaining unit fan out. Twelve (12) month employees need not report to the district for the first two (2) nonscheduled closing days each year. The employees will receive pay for those two (2) days. Bargaining unit members may, upon written request, either use accrued vacation pay or use their accumulated sick days for days used above the aforementioned two (2) days which are not rescheduled.
- C. Ten (10) month employees will not be required to work on nonscheduled closing days. Employees will receive pay for rescheduled days when the days are made up. Bargaining unit members may, upon written request, either use accrued vacation pay or their accumulated sick days for days which are not rescheduled.
- D. When school is canceled after children have been picked up and the district cannot count the day as a full day for state aid purposes, ten (10) month employees will be sent home and will receive pay only for the hours worked on that day.
- E. Except as provided above, rescheduling of days shall not affect, or otherwise require an adjustment of salary, compensation, or other benefits provided within the collective bargaining agreement.
- F. If an employee has reported to work when school is delayed due to an unscheduled delay, the employee shall be paid a minimum of one (1) hour at their regular rate of pay. If the “fan call” out has been started no less than one (1) hour prior to the employee’s start time, there will be no payment of time under this Section.

ARTICLE 13

JURY DUTY

An employee who serves on jury duty shall be reimbursed on a biweekly basis, for the differences between the jury day stipend and the employee's regular salary for the days served. Employees, when summoned to jury duty or subpoenaed to testify in school related cases, should respond to such summons and shall not be charged for days served. Employees who are subpoenaed to testify against the Employer shall not receive jury duty pay.

ARTICLE 14

LEAVE POLICY

Leaves of absence are provided to ensure the retention of the employee's position even though the employee may be absent from work and without pay.

1. The Board, upon written request, may grant a leave of absence which shall not be greater than twelve (12) months in length except when such leave is due to a disability under the terms of the Worker's Compensation Act, or on long-term disability. Any extension of a leave of absence shall be subject to Board approval. Consecutive leaves of absence for more than thirty (30) calendar days by the same employee during the same time of the year will be subject to Board approval.
2. Leaves of absence shall not be approved for the assumption of other gainful employment.
3. A leave of absence may be considered and approved for reasons of:
 - a. Medical or health problems of self and/or immediate family.
 - b. Personal days beyond three (3) successive working days.
 - c. Military.
 - d. Education.
 - e. Governmental.
 - f. Leave for purposes of child care.
 - g. Professional service including an appointed or elected position with the Union and its recognized affiliates.
4. Leaves of absence are not granted for an employee who is laid off.
5. Medical leaves of absence requests must be accompanied by a statement from a doctor.
6. Any employee drawing sick leave pay may request a leave of absence prior to the use of all accumulated sick leave.
7. On return to active employment, at the conclusion of a leave of absence, the returning employee will be placed in the former position if the position is not filled by a regular employee or shall pre-empt said regular employee only if the seniority of the returning employee is greater. Otherwise, the returning

employee shall be assigned to other duties in accordance with job qualifications and seniority. The position of any driver on leave of absence shall not be filled on a permanent basis by a regular employee during the school year during which the leave begins. These terms shall also apply to employees who were serving a second probationary period when the leave of absence began.

8. For leaves longer than six (6) months, the employee on leave shall give written notice of intent to the Board, thirty (30) calendar days prior to the expiration date.
9. Leave Request form is attached to the contract in Appendix F.
10. The employer agrees to grant unpaid union business leave to one employee at a time, and not to exceed two instances per year, if appropriate coverage for that employee's duties can be found. This leave shall not exceed five (5) work days and may occur with ten (10) days notice.

ARTICLE 15

VACATION TIME

Vacation is granted to twelve (12) month employees only. Vacation pay is based on an employee's months of service and shall accrue in accordance with the following schedule.

1. One (1) day for each month worked, or major fraction thereof, for the first twelve (12) months of service. (10-12 days)
2. One and one-fourth (1-1/4) days for each month worked beginning with the thirteenth (13th) month of service and continuing through the ninety-sixth (96th) month of service.
3. Two (2) days per month worked (or on paid leave) beginning with the ninety-seventh (97th) month of service and continuing thereafter, up to a maximum of twenty (20) days. Employees working the full school year will be entitled to twenty (20) days.
4. If the employee is terminated prior to the completion of twelve (12) months of service, he or she shall forfeit all rights to accrued vacation with pay. If by mutual arrangement, an employee is authorized to use vacation prior to the end of twelve (12) months of employment, the Employer is authorized to deduct the paid vacation pay from the employee's final salary payments.
5. An employee terminating after twelve (12) months of service is entitled to all annual leave accrued to the date of termination.
6. Vacation pay of an employee shall be based on the number of runs/hours employee works each day, including kindergarten, shuttle runs, and RCTC, but excluding overtime, field trips, and late runs.
7. For twelve (12) month employees the following conditions shall apply:
 - a. All vacation shall be taken at the convenience of the employee and must have the approval of the employee's supervisor. The vacation period shall begin July 1 of each year and end on June 30 of the following year. All vacation rights accruing as of June 30 of any year must be utilized during the next vacation period. Any employee who fails to take vacation days within the next vacation

period shall forfeit all rights to the vacation time, with the following exceptions:

1. If an employee is unable to use vacation time during the appropriate vacation period due to the employer's work requirement, the employee shall be permitted to carry it over into the next vacation period and under no circumstances shall vacation time be forfeited.
 2. An employee with more than twelve (12) months of continuous service may utilize vacation during the year in which it is earned, providing it is satisfactory to both the employee and the employer.
 3. The employer shall have the right to set up a vacation schedule and approve leave requests in a way to ensure the efficient operation of the district.
-
8. An employee whose employment is terminated and later rehired will not carry over vacation time from the previous employment. An employee who is on leave pay will not accrue vacation time while on leave, but will retain previously accrued vacation time.
 9. An accounting of vacation time shall be made annually as of the Monday following the close of school by the Business Office.
 10. A separate check shall be issued for the drivers' vacation time within two (2) weeks after their last regular payroll check in June. Persons retiring in June shall receive pay for vacation time by June 30.
 11. Twelve (12) month employees shall be allowed to take their accrued vacation days during the year, and receive their vacation pay at the next pay period.

ARTICLE 16

UNION MEMBER SELF IMPROVEMENT

A. Continuing Education

1. The parties support the principle of continuing education for employees in their professional organizations.
2. With prior approval of the Superintendent or Executive Director, any employee who enrolls in and successfully completes a course or program, approved by the Board, shall receive full reimbursement for tuition.

B. The Board shall provide in-service time, at which attendance by all employees in the unit shall be required. Employees shall be paid at their Regular rate of pay for time spent at in-service meetings. This also includes time spent at state-required bus driver school.

C. The Board shall provide funds to permit a minimum of one (1) conference day per employee, per year, to attend Board approved professional conference with fifteen dollars (\$15.00) paid by the Board.

D. To plan the in-service programs, a six (6) person joint committee shall be established, composed of:

1. Three (3) members appointed by the employees.
2. Three (3) members appointed by the Superintendent.

The committee shall be responsible for planning and carrying out all in-service meetings.

ARTICLE 17

PERSONNEL FILES

- A. An employee shall have the right to review the contents of his/her personnel file and all records of the Board pertaining to said individual, excluding confidential letters of reference secured from sources outside the school system and excluding all records (or portions thereof) which are confidential under Federal or State law and to have an Union representative present at such review.
- B. No material originating after the initial employment shall be placed in an employee's personnel record unless the employee has an opportunity to review said material. The employee may submit a written notation regarding any material and the same shall be attached to the material in question. If the employee believes the material placed, or to be placed, in the file is inappropriate or in error, the employee may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If an employee is requested to sign material to be in the file, such signature thereon shall be understood to indicate awareness of the material, but in no instance, shall said signature be interpreted to mean agreement with the material's content.
- C. For the purpose of assisting an employee or the Union, in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Board shall permit an employee and/or Union representative access to, and the right to inspect and acquire copies of, the employee's personnel file and any other files or records of the Board which pertain to the employee or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system and all records (or portions thereof) that are confidential under Federal or State law shall be excluded from inspection.
- D. Any record of discipline at step 1 or 2 shall not be used for any subsequent disciplinary action after two (2) years. Any record of disciplinary action at step 3 shall not be used for any subsequent disciplinary action after a period of three (3) years. Any record of disciplinary action at step 5 as described in this contract may be used for disciplinary action indefinitely.
- E. The Board agrees to notify the Union when it releases information under the Freedom of Information Act which pertains to bargaining unit members.

ARTICLE 18

DISCIPLINE, SUSPENSION AND DISCHARGE

- A. 1. No regular non-probationary employee shall be discharged, disciplined or be deprived of contract-specified advantages without just cause.
- 2. At the request of the employee, a Union representative may be present at discipline (reprimand), suspension and/or discharge proceedings for employees, which are all to be held in private session. The member shall be advised of this right by both the steward and the management prior to or at the meeting.
- B. 1. Before an employee is to be disciplined, appropriate steps shall be taken in an attempt to correct any deficiency before disciplinary action is required subject to the exception noted in B.4. If there is an alleged violation of any of the specific terms and conditions of this Master Agreement and/or written Board policy, management shall follow the progressive disciplinary procedure as outlined in this Article.
- 2. The immediate supervisor shall handle Steps 1-2; Executive Director shall handle Steps 3-4; Superintendent shall handle Step 5.

STEP 1

Verbal inquiry of alleged violation and constructive discussion. If employee is found to be in error, constructive suggestions shall be given.

STEP 2

Verbal inquiry and discussion. If an employee is found to be in error, specific points shall be cited and a constructive written reprimand given. The original written reprimand shall be given to the employee and a copy shall be sent to the Chief Steward of the Union. This action shall occur no later than ten (10) working days from the occurrence which caused the problem.

STEP 3

Verbal inquiry and discussion. If the employee is found to be in error, specific points shall be cited and a constructive written reprimand given. The original written reprimand shall be given to the employee, with a copy to the Chief Steward of the Union and one copy to be placed in the

employee's personnel file and the employee may be suspended for up to one (1) day.

STEP 4

Verbal inquiry and discussion. If the employee is found to be in error, specific points shall be cited and the employee may be suspended up to five (5) days.

STEP 5

Verbal inquiry and discussion. If the employee is found to be in error, specific points shall be cited and the employee is subject to dismissal.

3. In cases of suspension or discharge, only information properly placed in the employee's central office personnel file shall be used.
4. In the case of an unusually serious offense, the progressive discipline steps will be bypassed and the discipline will be handled and administered directly by the Superintendent or his/her designee.

C. 1. Notice of Suspension and Discharge

The Employer agrees promptly upon the suspension or discharge of an employee, to notify, in writing, the employee and Union representative of the discharge or suspension. Said written notice shall contain the specific reason for the discharge or suspension.

2. The discharged or suspended employee will be allowed to discuss the discharge or suspension with a Union representative and the Employer will make available a meeting room where he or she may do so before he or she is required to leave the property of the Employer.

D. Appeal of Suspension and Discharge

Should the suspended or discharged employee or the Union Chief Steward or his or her designee consider the suspension or discharge to be improper, a complaint shall be presented, in writing, through the Union to the Superintendent within three (3) regularly scheduled working days of the suspension or discharge. The Superintendent, or his or her designated representative will review the suspension or discharge and give his or her answer in writing three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be appealed directly to Step 5 of the grievance procedure within fifteen (15) working days of issuance of the Superintendent's decision.

- E. Dismissal of any employee (except probationary employees) shall be subject to the grievance procedure. A dismissed probationary employee shall be given a show cause hearing by the Superintendent or designee if requested by the employee provided, however, that in the event a current employee who is serving an additional probationary period in a different classification is found to be unsatisfactory, he/she shall be returned to his/her prior position with no loss of seniority subject to Article 9, A.7. This does not prohibit management from dismissing an employee for just cause.

ARTICLE 19

EVALUATIONS

- A.
 - 1. Evaluation form used shall be developed by management after consultation with the Union.
 - 2. Evaluations should be based on the job description and performance of the employee.
 - 3. Each employee's job performance shall be evaluated annually and shall be in writing.
 - 4. The employee is to review evaluation with the Transportation Supervisor. The employee may request that a Union representative be present at any evaluation proceeding.
 - 5. The evaluation report shall be signed by the employee. The signature does not indicate agreement; only that the employee has read and understands the evaluation. In addition, space shall be provided on the evaluation form for employee comments.
- B. An employee shall be given ten (10) work days' written notice prior to a meeting where an unsatisfactory rating is contemplated and shall be entitled to have a Union representative present.
- C. If there is an unsatisfactory rating to be considered, or given, the following steps shall be followed:

STEP 1

Before an employee is given a written unsatisfactory evaluation in job performance, the administrator shall meet with the individual at least one (1) month prior to such a rating being submitted in order to put the employee on notice that job performance is not considered to be satisfactory and to discuss means of improvement. A written summary of such a conference shall be prepared by the Transportation Supervisor and given to the employee within two (2) work days with a copy submitted to the Chief Steward of the Union.

STEP 2

Annual job performance evaluation.

STEP 3

If the employee receives an unsatisfactory rating, an evaluation shall be made sixty (60) calendar days following the annual evaluation.

- D. An employee whose overall performance is deemed unsatisfactory, shall have the opportunity, if an opening exists (or if another employee mutually agrees to exchange assignments) and upon the approval of the Executive Director) for six (6) months to bring the job performance up to a satisfactory condition. If services are rated satisfactory at the end of the six (6) month period, the employee shall be retained in the current assignment. If the employee's services are rated unsatisfactory, a hearing shall be scheduled by the Office of Personnel in accordance with the steps in Section B of this Article.
- E. Written job performance evaluations shall not contain reference to any prior infractions not previously brought to the attention of the employee.

ARTICLE 20

SAFETY PROVISIONS

- A. Management shall make reasonable provisions for the safety of employees during the hours of employment and the employees shall comply with all safety rules established.
- B. Management shall provide safe and healthful working conditions and shall provide the necessary protective devices and other equipment or protect the employee from injury and sickness, according to OSHA standards.
- C. No employee shall be ordered to or forced to use defective equipment of any nature when such defect could result in the employee's personal injury or destruction of property, or injury to another person.
- D. Safety shall be the rule at all times, and any defects of equipment shall be reported to management immediately. Defective equipment adversely affecting safety shall be removed from service until it is repaired and can be used in a safe condition.
- E. Management shall provide directions for use of toxic and poisonous chemicals and proper storage for same in properly labeled containers.
- F. No employee shall be required to perform any duties or work on a ladder or scaffold if he or she must stand five (5) feet or more from the floor or ground without the aid of a helper.
- G. Both parties agree the "Beginning School Bus Driver Curriculum Student Manual" most recent edition shall be adhered to at all times.
- H. No employee shall be required to drive a vehicle that is unsafe or not roadworthy. Employees who drive a vehicle and discover that it is unsafe or not roadworthy are to report in writing immediately to the supervisor that repairs are needed.
- I. In the event a driver is authorized to use a vehicle owned by the school district and is ticketed by any police department for defective equipment, management shall pay for the ticket and make every effort to clear the employee's driving record.
- J. Drivers shall not be required to load or unload supplies or equipment, except books and classroom supplies for handicapped students.

- K. While the buses are waiting to pick up students in the loop, the buses should only be running if the temperature is below 40 degrees Fahrenheit or the wind chill index is below 45 degrees Fahrenheit.

If there is any disagreement between management and labor on the temperature or wind chill index, we will use a website to resolve the issue (weather.com).

ARTICLE 21

REST PERIOD AND FACILITIES FOR RELIEF TIME

- A. A fifteen (15) minute duty-free, paid rest period away from work station will be allowed during each four (4) hour work period scheduled as near as possible to the mid-point of the period. A thirty (30) minute duty-free, uninterrupted, unpaid lunch period will be provided. With prior supervisory approval, an employee may extend their lunch up to sixty (60) minutes.
- B. Where available, the Board shall provide in each building, adequate lunchroom, rest room and lavatory facilities exclusively for employee's use and at least one (1) room reasonably furnished shall be reserved for use as a lounge. Provisions for such facilities will be made in all future buildings. The Board shall provide daily cleaning services for the facilities mentioned above.
- C. For Mechanics and the Mechanic/Garage Manager, the lunch schedule shall be determined by the immediate supervisor.
- D. In cases where such exclusive facilities are not available, permission will be granted for use of existing, but otherwise designated, facilities.
- E. For twelve (12) month employees, the summer work week schedule may be altered to allow an employee the choice between four (4), ten (10)-hour work days or five (5), eight (8)-hour work days, subject to administrative approval. Preferences on work weeks shall be granted according to seniority. The employees shall submit their schedules to the Transportation Supervisor at least two (2) weeks in advance.

ARTICLE 22

UNIFORMS

- A. Four (4) uniforms will be provided to all Mechanics and the Mechanic/Garage Manager. Laundry services, for uniforms supplied, shall be provided by the Board and may be used at the option of the employee.
- B. The Board expects those employees, who are provided uniforms, to wear such uniforms in the performance of their duties.
- C. Protective clothing shall be provided to personnel when they perform maintenance work which could result in spoiling or staining beyond that which could normally be cleaned by a home laundry. Raincoats will be made available to employees who perform bus washing tasks.

ARTICLE 23

INFORMATION

- A. The Union shall have the opportunity for input concerning fiscal, budgetary or tax programs, construction programs and major revisions of policy where these areas directly affect the members of this bargaining unit. Such input shall occur prior to adoption and/or general publication.

ARTICLE 24

UNION ACTIVITIES

- A. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the buildings.
- B. Each department shall be provided with a mailbox in each building, and the Union shall be granted the right to use the inter-school mail service. All mail shall be clearly marked as from the Union.
- C. Bulletin board space shall be made available, at the bus garage, for Union business and other established media of communication such as a telephone and public address system, during regular announcement times, shall be made available to the Union and its members.
- D. The Union shall be permitted to transact official Union business on school property at all reasonable times, outside of the employee's regular work schedule, provided that it shall not interfere with, or interrupt, normal operations.
- E. Union members shall have the right to distribute Union material to other employees so long as such distribution does not interfere in the normal operation of the work area or his or her job performance.
- F. The Union shall have use of school equipment, including typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines, and audiovisual items, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.
- G. Whenever the Chief Steward of the local affiliate of the Union or a designee is mutually scheduled, by the representative of the Board and the Union, during working hours, to participate in district conferences, meetings, or negotiations, there shall be no loss of pay, and, when necessary, substitute service shall be provided.
- H. The rights granted herein to the Union shall not be granted or extended to any other competing labor organization. This section does not in any way restrict the Board from carrying out its legal obligations.

ARTICLE 25

UNION RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his or her membership in the Union, his or her participation in any activities of the Union or collective negotiations with the Board; or his or her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights under the Michigan General School Laws, or applicable laws and regulations.
- C. The Union recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitutions of Michigan and the United States of America, providing that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.
- D. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doings so, such provision shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect.

ARTICLE 26

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains their services unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting, the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees and the performance of their duties;
 2. To hire all employees and subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion and to promote and transfer all such employees.
 3. To change or introduce new or improved operations, methods, means or facilities.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules, regulations and practices, shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE 27

PRINTING OF AGREEMENT

Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) calendar days after it is signed, and shall be presented to all employees now employed, or hereafter employed by the Board. The Union shall be provided with fifteen (15) copies, at no charge.

ARTICLE 28

REVISED JOBS AND NEW JOBS

- A. In the event the Employer changes a classification description or creates a new position which is not covered by an existing classification, the Employer will notify the Union within two (2) working days of an official change, and provide a copy of the classification description of the new or revised position and pay grade. Upon request of the Union, within ten (10) working days, the Employer will meet with the Union to discuss the classification and pay grade as provided under Article 6.

- B.
 - 1. The Board reserves its right to reorganize any program or department when it deems such reorganization to be in the best interest of the school district.

 - 2. If such changes would eliminate bargaining unit jobs, cut hours, or change job classifications, the Employer shall first meet with the Union as provided in Article 6.

 - 3. If the Union feels that the matter has not been resolved as a result of this meeting, and/or that the individual rights of an employee has been violated, the matter may be submitted through the grievance procedure starting at Step 4.

- C. Although current job descriptions shall remain in the contract, the parties do hereby agree to form a committee if necessary to revise existing job descriptions. This committee will meet within thirty (30) calendar days upon receiving request from either party to revise existing job descriptions. Should the parties be unable to agree on the job descriptions, the Board shall have the final authority in determining their content. Any changes made in job descriptions after this committee has completed its task shall only be made after consultation with the Union.

ARTICLE 29

BARGAINING UNIT WORK

- A. The duties and responsibilities of any position in the bargaining unit shall not be transferred to other employees of the School District outside the bargaining unit unless it is the result of a major revision.

- B. Supervisory personnel shall not perform work to be performed by regular employees in the bargaining unit (1) except in emergencies or when no other driver is available (2) or in cases of those absences due to vacation (3) or regular absences or where work is of such a technical nature that no other employee has the technical knowledge to perform the task. In no case shall a supervisor be assigned work resulting from regular employee layoff, discharge or resignation. This does not exclude supervisors from performing such work on an occasional day when substitutes are not available.

ARTICLE 30

ROUTE SELECTION

- A. Selection of Special Education and regular bus routes, secondary, elementary kindergarten and pre-kindergarten will be made by drivers, prior to each school year, according to seniority and classification. RCTC's, Shuttles and all other routes shall be bid separately by the drivers and aids. Drivers shall be provided with a record of available routes for the selection process.
- B. Routes, direction of routes, and bus stops shall be established by the administration and no changes will be made without administration approval. The first Wednesday in August will be set as route pick day. The Tuesday prior to the first Wednesday, the administration will have scheduled viewing times of routes and may start route selection by the top twelve (12) senior drivers to avoid delays due to summer assignments

If the selections are not completed on Wednesday, the following day (Thursday) will be used to complete the route selection.

- C. Employees who cannot be present must pre-arrange with the Transportation Supervisor or designee to select a route according to the employee's respective seniority. Drivers on a medical leave of absence which will terminate prior to December 1 shall be permitted to bid, or make arrangements for a bid, as prescribed above, in order to establish their annual assignment. If the driver does not return prior to December 1, their assignment will be put up for permanent bid.
- D. Shuttle runs include daily runs to transport vocational education students to and from RCTC. program. Regional Career Technical Center runs shall be selected as follows. For the purposes of route selection the 8:00 a.m. and 10:00 a.m. runs shall be chosen together. For the purposes of route selection the runs starting at approximately 11:00 a.m. and 1:30 p.m. shall be chosen together.
- E. Late runs and/or kindergarten runs shall be awarded to the applicant employees on the basis of classifications and seniority. When the driver of a late run/ kindergarten run provides the Employer with less than one (1) hour notice that they cannot do the run, the Employer is authorized to get a substitute for that run from the available regular drivers on the basis of seniority to ensure a timely run. The Employer shall select the most senior person available. If one (1) hour or more notice is provided, then the substitute for that run shall be from the regular drivers in seniority order.

“Available” shall be defined as when an employee is able to get to the pick-up point at the required time.

- F. Bus routes will be made up by the administration in accordance with acceptable standards, capacities and relevant law.
- G. After the initial route selection in August, if a route is then vacated, the route must be posted to be bid on by lower seniority drivers. Higher seniority drivers who have had an opportunity to choose the route at route selection time shall be exempt from the bidding.

H. Shared Routes

- 1. All drivers on these route(s) will be solely responsible to report for work on half-days (1/2), etc. The program shall be defined as follows:

Special education routes are exempt from shared route(s).

Routes are established by the administration and elementary runs will be connected to specific high school runs.

- 2. Drivers sharing routes shall be required to substitute for each other, except when a doctor’s written verification is provided. No other employment may interfere with shared route participants. If a sharing driver resigns the continuing sharing driver shall have the option to assume the full position. If he/she opts not to assume the full run, the position will be posted for three (3) working days for members of the bargaining unit to bid on.

- I. 1. All new buses, as acquired, shall remain with drivers as long as drivers are continuously employed, or until a bus is removed from service. In order to comply with this provision, if for demonstrable reasons a bus cannot be assigned to a route, the driver to which that bus is assigned shall not be entitled to select that route during the route selection process. Required medical accommodations may necessitate reassigning a bus. It is agreed that larger buses (more than 65 passengers) will remain with the assigned route.
- 2. It is understood that, in order to balance mileage, buses may be assigned to kindergarten and late runs. This does not mean the driver will be assigned to the route in question.

- J. 1. A driver shall not be required to carry more students than allowed by law.

2. Temporary group changes shall be requested twenty-four (24) hours in advance through the Business Office, and shall be allowed as long as the bus does not exceed capacity as spelled out in part 1 of the section.
 3. Drivers on pre-kindergarten routes shall not carry more than twenty-five (25) students unless an aide is assigned. Management will make every attempt to balance kindergarten runs and keep kindergarten loads at fifty (50) students or less.
 4. Drivers of Special Education buses shall not carry more students than the capacity of the bus. If a student is to be transported who is considered hazardous, an aide will be assigned. If there is a dispute over whether or not a student is hazardous, an administrator or designee shall ride with the student and will make the final decision.
- K. The practice run shall be scheduled in August as an in-service day and shall occur between 8:00 a.m. and noon. All drivers shall sign in and sign out and each employee who participates in the practice run shall be paid a minimum of two hours or the length of time the run takes, if beyond two hours.

ARTICLE 31

FIELD TRIPS AND/OR EXTRA CURRICULAR ACTIVITIES TRIPS

- A. There shall be three (3) lists used to assign field trips:
1. A regular field trip list
 2. A bonus field trip list to be used to fill trips that become available after the regular trips have been posted but need to be assigned prior to Friday and to cover driver-requested cancelations (DRC) of an assigned field trip
 3. A weekend and holiday field trip assignment list

All lists shall be in seniority order and rotate through the list until all employees have been offered the opportunity to take a field trip. Field trips will continue to be offered per the rotating list until June 30; the new list shall restart July 1.

A new employee entering the bargaining unit shall be placed on the lists at the point where their seniority allows them.

There shall be allowed a minimum of two (2) interfering field trips that can be assigned each day. An interfering trip is defined as a field trip that requires a substitute to cover a portion of the selecting drivers' regular assignments. If there are no other field trips scheduled earlier that day, then a field trip that begins at 4:00 p.m. shall be defined as an interfering run.

The system shall be as follows to fill a normally received field trip:

1. All trips shall be placed on the board on Friday;
2. Employees shall sign up for the trips that they are interested in filling from Monday through Friday after trips are posted;
3. The trips shall be assigned from the regular field trip list starting with the first name following the last person assigned a trip from the previous week as follows:
 - a. The earliest calendar trip (date and time) shall be assigned by comparing the regular field trip list to the names of the employees who signed for that trip.

- b. If the employee whose turn it is for a trip assignment has signed that trip, then they shall be designated for that trip and the process shall move to the next person and the next calendar field trip and the system repeated.
 - c. If the employee has not signed for that trip, then each of the next calendar trips (in date and time order) shall be viewed using paragraphs a. and b. above until that employee is assigned a trip or skipped.
 - d. Repeat the system until all field trips are assigned.
- B. Field trips and/or extra-curricular activities trips outside of the school district to adjacent communities where more than one (1) bus is required, shall be permitted to be used as a shuttle to transport more than one (1) group of students to the same location.
- C. Upon written request of a driver, and if mutually agreed upon by the Superintendent or his/her designee, elementary and secondary routes may be separated in order to allow the driver to take a field trip or extra-curricular activity trip which would conflict with a portion of the driver's regularly assigned elementary and secondary routes.
- D. Canceled Trips
 - 1. Field trip cancellation
 - a. When a trip is canceled, that driver shall be given the opportunity to take the next trip not already assigned.
 - b. When a driver is notified of trip cancellation after they have reported for the trip they shall receive one (1) hour's pay at the rate the trip would have paid and shall be given the opportunity to take the next trip not already assigned.
 - 2. Drivers cancellation
 - a. When a driver is unable to take an assigned field trip, the trip will then be reassigned to the next driver on the rotation list that had signed for the trip, providing that reassigned driver does not have a field trip for the same day. Drivers will be allowed an excused field trip cancellation only with a doctor's note, court subpoena, or with funeral leave for immediate family. If a driver has over three (3) unexcused trip

cancellations over a period of one (1) school year, the driver shall not be allowed to sign for field trips for the remainder of that year.

- b. Drivers will not be charged a driver cancellation if the date is changed or if the posting is incorrect due to a clerical error. If the time is changed so that it results in the loss of a run there will be no driver cancellation charged should the driver elect to cancel. The driver must notify the Transportation Director of need for cancellation, upon notification, due to changes identified above.
 - c. If a driver cancels to drive for a field trip, and if the field trip is subsequently canceled, then the driver will not be charged to DRC (Driver Requested Cancellation), nor will they be assigned to the next field trip.
- E. All field trips and/or extra-curricular activities trips shall be posted five (5) working days in advance or a bus will not be assigned, except in the case of athletic team trips or superintendent approval.
 - F. Driver's shall be reimbursed for any expenses occurring on a field trip such as gas, admittance to events, etc. within five (5) working days from the date receipts are turned into the Business Office.
 - G. Any driver who is on a field trip for four (4) to six (6) hours will be paid a flat rate of six dollars (\$6.00) for meals. If a driver is on a field trip for more than six (6) hours, they will receive flat rate of twelve dollars (\$12.00) for meals. No receipts are required.
 - H. All reimbursements, with the exception of the meal allowance, shall be paid as payment for a bill, not in the employee's paycheck.
 - I. Field trips and/or extra-curricular activities trips shall be assigned on a rotation basis according to seniority, except employees with late runs, RCTC, or kindergarten runs are not eligible if the field trip interferes with the kindergarten, RCTC, Special Education or late runs.
 - J. A driver may be allowed to take an authorized chaperon on a field trip terminating after 6:00 p.m. The driver must file a request form (Appendix H) with the Executive Director or designee for approval.

- K. Subject to the supervisor's approval, the drivers may use their own bus for extra-curricular trips, when a substitute is put on the driver's route and when the trip is to a destination more than 30 miles from the district.
- L. An adult chaperon/supervisor shall ride on each bus.
- M. One-way trips will be allowed on a limited basis. All one-way trips must be clearly posted as one-way. Trips where drop off and pick up occur on different days shall not be considered one-way trips. They are considered and will be posted as two (2) trips, e.g., camp trips.

ARTICLE 32

HOURS OF WORK

A. Work Day

1. a. Bus Drivers

The regular work day shall consist of operating the buses on the assigned routes according to the established schedules. A normal school schedule shall consist of:

- (1) High School Run a.m.
 - (2) Elementary School Run a.m.
 - (3) High School Run p.m.
 - (4) Elementary School Run p.m.
 - (5) Kindergarten Noon Run—on a limited basis for drivers qualifying under seniority
 - (6) Middle School Late Shuttle p.m.—on a limited basis for drivers qualifying under seniority
 - (7) High School Late Run p.m.—on a limited basis for drivers qualifying under seniority
 - (8) Pre-Kindergarten Run
 - (9) Bessie Hoffman Late Shuttle p.m.—on a limited basis for drivers qualifying under seniority
- b. No two (2) consecutive runs shall exceed a total of one hundred twenty (120) minutes. The Board reserves the right to combine routes, for purposes of route selection, in order to comply with this provision.
- c. For selective elementary school routes, a shuttle run is assigned and consists of transporting students from the main campus to the Bessie Hoffman building, to the Vocational Training Center (RCTC) or to other educational centers, and a return to the main campus at designated times.
- d. Credit for which payment is made shall be according to the following schedule:
- (1) High School Morning Run
 - (2) Elementary Morning Run
 - (3) High School Run p.m.
 - (4) Elementary Run p.m.

- (5) Kindergarten Noon Run—single, 1-1/2 run pay; double, 2 run pay
- (6) Shuttle Run—1/2 run* (2 per day for 1 run pay)
- (7) RCTC pay—1 run pay for each trip (1-1/2 run pay per midday run**)

(8) Pre-Kindergarten Run

* By definition, for purposes of this section, a shuttle run shall be considered as the transportation of students from the main campus to Bessie Hoffman and from Bessie Hoffman to the main campus.

** The extra half-run pay is only provided if the RCTC driver doesn't already have a midday run. (Example: kindergarten mid-day run)

2. a. Mechanics/Garage Manager

The regular work day shall consist of eight (8) hours, exclusive of a duty-free sixty (60) minute lunch period without pay, except that a shorter lunch period may be attained by mutual agreement between employee and the Transportation Supervisor.

(1) Lunch period schedules may be determined by the Employer.

(2) A fifteen (15) minute paid, duty-free rest period during the first half (1/2) of the working period and fifteen (15) minute paid, duty-free rest period during the second half (1/2) of the working period shall be available to the employee.

b. The regular work week shall consist of five (5) consecutive work days for a total of forty (40) hours in any given week. For summer hours, refer to Article 21 E.

B. Aides shall be paid for actual time worked.

ARTICLE 33

STUDENT/DRIVER CONDUCT

A. Student Conduct

Beginning with the boarding of passengers, and continuing until passengers de-board, the driver is responsible for the supervision of student behavior and is authorized to enforce written rules as established by Board policy or administration. Such rules and policies involve matters pertaining to safety, care of equipment, and relationships with other persons.

Enforcement steps for drivers shall include: The terms and conditions under which students may ride the Lincoln Consolidated Schools buses as adopted by the Student Bus Discipline Committee dated October 1998. If the disciplinary referral is found to be accurate, then discipline shall be implemented as prescribed in the Transportation Handbook which was developed in October of 2000. This handbook may be revised by mutual consent of representatives from the bus drivers (3), building administrators (3), Transportation Director, and Executive Director.

The Transportation Office shall be notified by the principal or designee the same day the decision is rendered to suspend a student's bus privileges. This notification may be through a phone call or email. The Transportation Office shall notify the drivers of the decision prior to the first run affected by the suspension.

B. Department

All bargaining unit members shall follow the following rules:

1. No smoking on school buses or property per Michigan law.
2. No profanity.
3. Make only authorized stops, except in emergency cases.
4. Permit only assigned students and appropriate school officials to board, except for approved exceptions, and to seek parental assistance.
5. Carrying family members who are not assigned to his or her bus is prohibited.

ARTICLE 34

SUBSTITUTING BY REGULAR EMPLOYEES

- A. Regular drivers will be given preference in order of greatest seniority to substitute for absent drivers on any kindergarten run, midday pre-kindergarten run, RCTC runs, midday aide positions, and/or shuttles that may be part of the absent driver's assignment provided it does not interfere with the regular driver's daily assignments. Such assignments shall continue for the length of an employee's absence. Special Education drivers shall not be allowed to substitute in vacancies of less than three (3) months which interfere with their regularly scheduled runs. This does not exclude a special education driver from occasionally incorporating a regular end-of-the-day run if no substitutes are available. The driver would receive his/her special education run pay and regular run pay for the incorporated regular run.

Regular drivers substituting on absent runs shall not lose the assignment due to attendance at a funeral, an unscheduled closing day, or if off work under a doctor's care.

- B. When a regular driver is granted a leave of absence for three (3) months or longer, or if the regular driver is on sick leave expected to be three (3) months or longer, or when it becomes apparent that a driver's absence will be for three (3) months or longer retroactive to the onset of the absences, the absent driver's regular runs will be posted and bid as temporary assignments for regular drivers.
1. Only drivers less senior than the absent driver will be eligible to bid.
 2. The most senior applicant will be given the temporary assignment.
 3. The position of the successful applicant and each subsequently resulting temporary vacancy will be posted and bid as temporary assignments in the same manner.
 4. A substitute will be assigned to the fourth (4th) temporary vacancy (i.e. not more than three (3) regular drivers will be permitted to assume temporary assignments as the result of each such lengthy absence).
 5. Elementary and secondary routes shall not be separated for any reason in order to facilitate drivers wishing to bid on runs under this Article.

- C. Upon return from absences filled according to B. above, all regular drivers holding temporary assignments resulting from that absence shall be returned to their regular assignments.
- D. No bargaining unit member shall be paid substitute wage while temporarily serving in a different position or classification; provided, however, that this shall not apply to an employee on layoff who is serving as a per diem substitute for an absent regular employee.
- E. Mechanics shall be used as substitutes only after all other available substitutes have been utilized. Other available substitutes shall be defined as other drivers, aides, substitutes, and management personnel. It is understood that a minimum of one management position and one mechanic must maintain a presence in the office/garage.
- F. In the event a posting is not put up by 6:00 a.m., the Employer shall announce over the radio between 7:15 a.m. and 7:25 a.m. for secondary runs and between 8:30 a.m. and 8:40 a.m. for elementary runs to alert all employees of the need to fill a run or the need of the employees to check the board when they return to the yard.
- G. The Employer shall post all available runs that need to be substituted at the earliest time that they are aware of the need.

ARTICLE 35

RELIEF POSITIONS

- A. Employees wishing to bid into the relief positions (Floaters) must be able and available to work all runs including Special Education and/or aide positions.
- B. The parties may elect to revisit the issue of relief positions (Floaters) as long as a request is sent to the other party no less than thirty (30) days prior to the bid session for the year.
- C. The employer shall post for relief positions (Floaters) at the normal bid time in accordance with the contract Article 30.
- D. The regular employees who have bid into the relief positions (Floaters) shall be used as the first employees to cover a.m. and p.m. secondary/elementary and special education runs of other regular drivers. They may also be used to cover special education runs if there is not a more senior regular driver available to take the work; senior drivers have preference.
- E. An employee in the relief position (Floater) must be aware that he or she could be called and/or scheduled to cover routes that would have earlier leave times than posting.

On a limited basis and if by mutual agreement floaters need to trade assignments, management would have no objections so long as management is provided with prior notification and service is not interrupted.

- F. An employee in the relief position (Floater) shall not be permitted to sign for an evening field trip that is required to leave before 4:45 p.m. or any trip that interferes with his/her a.m. or p.m. responsibilities to cover other drivers.

APPENDIX A

CLASSIFICATIONS/JOB DESCRIPTIONS

CLASSIFICATIONS	DESCRIPTIONS
<p>I Mechanic/Garage Manager</p>	<ul style="list-style-type: none"> • Responsible for the overall operation of the garage and maintenance of buses. • On call 24 hours for bus breakdowns and garage alarm trips for garage and compound areas. • Responsible for: <ul style="list-style-type: none"> • Keeping files and records of repairs and maintenance of buses; • dealing with vendor's prices, warranties; • ordering parts for inventory and for replacement; • budget analysis; • checking all invoices for pricing, parts received, and billing; • line work up for mechanic(s); • keeping gas and fuel pump working and full; • setting up waste oil pickups with DEQ regulations; • scheduling buses for warranty work; • getting shop up to OSHA/NIOSH standards - clean up, safety; • bus repair: Certify Master Auto and Heavy Trucks; • deciding whether a bus is out of service, buses to be sold; • keeping supervisor informed on condition of buses; • other duties as assigned.
<p>II Mechanic</p>	<p>A person responsible for the upkeep of the buses.</p>
<p>III Regular Drivers</p>	<p>One who drives a bus or school vehicle used to transport students and/or their necessary supplies and/or equipment. Or one who drives a bus or school vehicle used to transport only Special Education students and/or their necessary supplies and/or equipment.</p> <p>Special Education drivers shall not be allowed to take or substitute on regular runs of less than three (3) months, kindergarten runs, late runs, field trips, RCTC, or any run or runs normally driven by a regular bus driver if it interferes with the Special Education driver's regularly scheduled run.</p> <p>No driver shall be allowed to select runs and/or trips which would equal more than forty (40) hours of work per week.</p>
<p>IV Aides</p>	<p>An employee who assists a driver in transporting students and necessary supplies and equipment.</p>

APPENDIX B

DEFINITIONS OF TERMS

CLASSIFICATIONS	DESCRIPTIONS
Route	A run or combination of runs chosen by one driver on route selection day.
Runs	One portion of the driver's workload that includes the boarding of students on a given run and transporting them to the point of de-boarding. (e.g., leaving garage, traveling route, boarding students, driving to school, de-boarding students, and return to garage).
Full-time Position	<ol style="list-style-type: none"> 1. Mechanic: 8 hour day, 5 day week, 12 month year 2. Drivers: 4 runs per day for days school is in session. One driving both the morning and afternoon shifts. 3. Aides: 4 hours a day - five days a week.
Shift	A combination of one (1) each elementary and high school run. Two (2) shifts per day make a full-time position.
Shuttle Run	Transporting Vocational Education students to RCTC daily and return, transporting special students to other administratively approved educational centers.
Kindergarten Run	Transporting Kindergarten students home after morning session or returning to school with afternoon Kindergarten students.
Late Run	Transporting secondary students home after school activity participation.
Regular Run	Transporting elementary and secondary students to and from school daily.
Pre-Kindergarten Run	Transporting pre-kindergarten students to and from school in the morning and afternoon.
Downtime	Downtime is time periods when a driver (during field trips and athletic events) is not requested to remain with the bus or students.

APPENDIX B

DEFINITIONS OF TERMS

CLASSIFICATIONS	DESCRIPTIONS
Trips	Any administratively approved extra curricular trip or activity. Any activity involving the same students driven to the same place for one (1) week or less during the summer will be considered one (1) trip for assignment purposes.
Week Day Overtime	Unscheduled time drive beyond the regular daily scheduled runs is defined in Article 8. Overtime excludes field trips and/or extra-curricular trips.

APPENDIX C

WAGE SCHEDULE

BUS DRIVERS PAY SCHEDULE									
Year	Step 1	Step 2	Step 3	Step 4		121 mos. 2%	181 mos. 4%	241 mos. 6%	301 mos. 8%
2012-13	\$15.58	\$15.89	\$16.29	\$16.62		\$16.95	\$17.28	\$17.61	\$17.95
2013-14	\$15.58	\$15.89	\$16.29	\$16.62		\$16.95	\$17.28	\$17.61	\$17.95
2014-15	\$15.58	\$15.89	\$16.29	\$16.62		\$16.95	\$17.28	\$17.61	\$17.95

BUS DRIVERS PAY SCHEDULE (Field Trip)									
Year	Step 1	Step 2	Step 3			121 mos. 2%	181 mos. 4%	241 mos. 6%	301 mos. 8%
2012-13	\$14.92	\$15.21	\$15.51			\$15.82	\$16.14	\$16.44	\$16.75
2013-14	\$14.92	\$15.21	\$15.51			\$15.82	\$16.14	\$16.44	\$16.75
2014-15	\$14.92	\$15.21	\$15.51			\$15.82	\$16.14	\$16.44	\$16.75

*Non-driving field trip pay is eight dollars (\$8.00) per hour.

BUS DRIVERS PAY SCHEDULE (Late Run)									
Year	Step 1	Step 2	Step 3			121 mos. 2%	181 mos. 4%	241 mos. 6%	301 mos. 8%
2012-13	\$16.79					\$17.12	\$17.46	\$17.79	\$18.13
2013-14	\$16.79					\$17.12	\$17.46	\$17.79	\$18.13
2014-15	\$16.79					\$17.12	\$17.46	\$17.79	\$18.13

APPENDIX C

WAGE SCHEDULE

MECHANIC/MANAGER PAY SCHEDULE									
Year	Step 1	Step 2	Step 3	Step 4		61 mos. 2%	121 mos. 4%	181 mos. 6%	241 mos. 8%
2012-13	\$16.93	\$17.93	\$19.04	\$19.42		\$19.81	\$20.20	\$20.58	\$20.97
2013-14	\$16.93	\$17.93	\$19.04	\$19.42		\$19.81	\$20.20	\$20.58	\$20.97
2014-15	\$16.93	\$17.93	\$19.04	\$19.42		\$19.81	\$20.20	\$20.58	\$20.97

MECHANIC PAY SCHEDULE									
Year	Step 1	Step 2	Step 3	Step 4		61 mos. 2%	121 mos. 4%	181 mos. 6%	241 mos. 8%
2012-13	\$15.80	\$17.12	\$17.92	\$18.27		\$18.64	\$19.01	\$19.37	\$19.73
2013-14	\$15.80	\$17.12	\$17.92	\$18.27		\$18.64	\$19.01	\$19.37	\$19.73
2014-15	\$15.80	\$17.12	\$17.92	\$18.27		\$18.64	\$19.01	\$19.37	\$19.73

PRE-KINDERGARTEN AIDES PAY SCHEDULE/REGULAR ED									
Year	Step 1	Step 2	Step 3			121 mos. 2%	181 mos. 4%	241 mos. 6%	301 mos. 8%
2012-13	\$8.87	\$9.20	\$9.63			\$9.83	\$10.02	\$10.21	\$10.41
2013-14	\$8.87	\$9.20	\$9.63			\$9.83	\$10.02	\$10.21	\$10.41
2014-15	\$8.87	\$9.20	\$9.63			\$9.83	\$10.02	\$10.21	\$10.41

SPECIAL EDUCATION AIDES PAY SCHEDULE									
Year	Step 1	Step 2	Step 3			121 mos. 2%	181 mos. 4%	241 mos. 6%	301 mos. 8%
2012-13	\$9.34	\$9.39	\$9.80			\$10.00	\$10.19	\$10.39	\$10.58
2013-14	\$9.34	\$9.39	\$9.80			\$10.00	\$10.19	\$10.39	\$10.58
2014-15	\$9.34	\$9.39	\$9.80			\$10.00	\$10.19	\$10.39	\$10.58

APPENDIX D
LINCOLN CONSOLIDATED SCHOOLS
GRIEVANCE REPORT
TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS, LOCAL 214

Date: _____

Name: _____ Employer: _____

Street: _____ Department: _____

City or Post Office: _____ Division or District: _____

State, Zip Code: _____ Address: _____

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

How Long Employed? _____

Classification: _____

Rate per hour: _____

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

List Articles Violated: _____

Grievant's Statement: _____

Remedy Requested: _____

Steward's Name: _____

Signed By: _____

Page 1-Union's Copy

Page 2-Employer's Copy

Page 3-Steward's Copy

Page 4-Grievant's Copy

Sample Only—Do Not Copy

APPENDIX E
LINCOLN CONSOLIDATED SCHOOLS
REQUEST TO ATTEND A PROFESSIONAL CONFERENCE

Name	School
Position	

INCLUSIVE DATE OF LEAVE

<u>Beginning Date and Hour</u>	<u>Ending Date and Hour</u>	TOTAL WORKING HOURS ABSENT

The Purpose of the Conference is as follows: _____

Location of the Conference: _____

Date: _____ Signature _____

Date: _____ Approval of Supervisor _____

This Request is _____

Date: _____
Executive Director's Signature

Application for conference attendance must be made at least fourteen (14) calendar days prior to the beginning of the conference.

If expenditures are involved, a completed application for travel must be included with this form.

The Applicant will be notified of final action on the request.

APPENDIX F
LINCOLN CONSOLIDATED SCHOOLS
LEAVE REQUEST FORM

- _____ Medical or health problems of self and/or immediate family
- _____ Personal days beyond three (3) successive working days
- _____ Military
- _____ Education
- _____ Governmental
- _____ Leave for purposes of child care
- _____ Professional service

From _____ To _____
Starting Date Ending Date

Reason for Leave Request _____

Date Employee Signature

Name _____

_____ APPROVED _____ DISAPPROVED

Comments _____

Executive Director's Signature

APPENDIX G

REPARATION OF PAYROLL

RECOMMENDATION FORM—CHANGE OF STATUS

Name _____

_____ Position

_____ Effective Date

_____ Building

_____ Social Security Number

_____ Account Number

Professional Personnel:

Degree _____

Step _____

Number of Pays (check one): 21

26

Support Personnel:

Class _____

Step _____

Pay Rate _____

Check One: Full Time

Part Time

Temporary

Substitute

Comments:

Approved By:

_____ Administrator

_____ Date

_____ Executive Director

_____ Date

APPENDIX H

CHAPERON APPROVAL FORM

Driver's Name _____ Date _____

Bus Number _____

I am requesting that I be allowed to take _____ on a field
(Name of Adult Chaperon)

trip leaving at _____ on _____ The field trip will be going to
(Time) (Date)

(Place)

Type of Field Trip: Sports _____

Other _____

I understand I will be allowed to take only the person I have requested on this form. No substitute chaperon will be permitted.

I also understand that if I violate this privilege in any way, I shall forfeit all future chaperon requests.

Approved _____

Disapproved _____

Transportation Supervisor

Driver

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012 and shall continue in effect through June 30, 2015. Negotiations between the parties shall begin at least sixty (60) calendar days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

FOR THE UNION

Mark Halpin
Joyce Karp
Suzanne Allen
Dawn Wolf

FOR THE
LINCOLN BOARD OF EDUCATION

Mike Bonta
Alesha Green

MEMORANDUM OF AGREEMENT

between

LINCOLN CONSOLIDATED SCHOOLS

and

TEAMSTERS LOCAL 214

Whereas, on September 1, 2014, Michigan raised its minimum wage to \$8.15 per hour; and

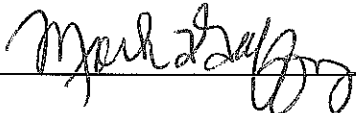
Whereas, this impacted the parties collective bargaining agreement at Appendix C, Wage Schedule, the rate for non-driving field trip pay;

Therefore, the parties agree to change the rate of waiting, non-driving time, during field trips to \$8.15, effective September 1, 2014.

**LINCOLN CONSOLIDATED
SCHOOLS**

TEAMSTERS LOCAL 214





Dated: 2/20/15

Dated: 2-20-15