

# **MASTER AGREEMENT**

Between

**BOARD OF EDUCATION  
FLAT ROCK COMMUNITY SCHOOL DISTRICT**

And

**FLAT ROCK  
EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

September 1, 2003 - June 30, 2006

# AGREEMENT

This Agreement is made and entered into by and between the Board of Education of the Flat Rock Community School District, (hereinafter called the "Board") and the Flat Rock Educational Support Personnel Association (hereinafter called the "Union").

## ARTICLE I UNION RECOGNITION, AGENCY SHOP, AND CHECK OFF

### A Union Recognition

1. The board hereby recognized the Union as the sole and exclusive collective bargaining agent for all bus drivers, bus aides, bus dispatcher, non-certified full-time support staff (building executive secretaries, medical assistants, library coordinators, guidance secretaries, office assistants, category I and category II, library assistants, supervisory assistants, building assistants, and classroom assistants) for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment. Excluded from the bargaining unit are supervisors, substitutes and all other employees.

"Substitutes" shall be defined as a person other than a bargaining unit member scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid) including sick leave, vacation and during the period of time required to post and fill vacancies.

2. The term "employee" as used herein shall include all regularly scheduled drivers, aides bus dispatcher, non-certified full-time support staff (building executive secretaries, medical assistants, library coordinators, guidance secretaries, office assistants, category I and category II, library assistants, supervisory assistants, building assistants, and classroom assistants in the classifications listed in Schedule A and references to the masculine gender shall include female employees.

### B. Agency Shop

1. All employees employed in the bargaining unit or who become employees in the bargaining unit, who are not already members of the Union shall within thirty (30) calendar days of the effective date of this Agreement, or within thirty (30) calendar days of their hire by the Board, whichever is later, become members, or in the alternative shall as a condition of employment, pay to the Union each month a service fee in an amount determined by the Union and consistent with the law.
2. An employee who shall tender or authorize the deduction of membership dues or service fees uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Article, so long as the employee is not more than sixty (60) calendar days in arrears of such dues or fees.
3. Whenever Employees fail to comply with the conditions of this Article, the Union within thirty (30) calendar days after shall provide a written notice of such default to the Board and the Board shall commence mandatory payroll deductions of said amount.
4. If any provision of this Article is deemed invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

5. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

C. Check Off

1. The Board shall deduct Union dues from each employee's pay and transmit the total deductions to the Treasurer of the Union on or before the fifteenth (15<sup>th</sup>) day of the month following that month which said deductions were made together with a listing of each employee with the amount that is deducted each month, provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made. The requirement of submission of authorization cards shall be waived in the case where mandatory deductions have been imposed.
2. Such dues as and when deducted shall be kept separate from the Board's general funds, shall be deemed trust funds and shall be forwarded to the Union forthwith.

D. Hold Harmless

The Flat Rock Educational Support Personnel Association shall relieve the School District of any financial exposure due to enforcement of the agency shop provision. It is agreed that in the event an employee is notified of mandatory payroll deductions and the employee shall contest the same, the union shall bind itself to pay any expenses, costs, fees, obligations or losses of any kind which may arise in connection with any phase of said contest. Legal counsel in any contest arising under this provision shall be selected by the Association. The above shall be subject to the following conditions:

1. The damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents.
2. The Union, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
3. The Union shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE II BOARD RIGHTS AND RESPONSIBILITIES

- A. 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 law, by way of illustration, the right to:
1. Manage and control the school business and equipment and operation;
  2. The assignment and direction of its personnel;
  3. Direct the working forces, to hire promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standard of operation.
  5. Adopt reasonable rules, regulations and policies.
  6. Determine the qualifications of employees, including physical conditions.
  7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
  9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
  10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
  11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- B. The exercise of the powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### ARTICLE III            UNION RIGHTS

- A. Upon request of the Union, officers or representatives of the Union shall be admitted into the buildings of the school system during work hours for the purpose of assisting in the adjusting of grievances, or other Union activities.
- B. The employees shall be represented by a representative of the Union who shall be designated by the President of the Union. Such designation shall be provided to the Board, in writing, by the Union.
- C. Special conferences for important matters other than items which are mandatory subjects of negotiations under the Public Employment Relations Act may be conducted at the request of either party. Requests for a special conference shall be made in writing by either the Union President or the Superintendent. Written requests shall detail the reason for requesting the conferences.  
  
Union representatives attending special conferences scheduled during the work day will be released with pay.
- D. At the beginning of each school year, the union shall be credited with two (2) leave days to be used by bargaining unit members who are officers or agents of the union. The Union agrees to notify the Board no less than forty-eight (48) hours in advance of such leave. Such leave will be granted when a substitute is available.

E. Union Meetings

The Union will not engage in union meetings in common employee areas during periods when such areas would normally be used by other employees. However, the Union shall have the right to use school facilities without charge at all reasonable hours for meeting provided prior approval is secured from the building principal or administrator.

ARTICLE IV SAFETY PRACTICES

- A. The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work.
- B. The employees will notify the Board in writing of any such job hazards as soon as the employee first becomes aware of such unsafe areas, conditions or equipment. The Board upon notification of an alleged unsafe condition shall investigate such condition and shall be expected to make adjustments in such condition, if in the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee.
- C. The employer shall annually publish the school district bus policies, and all other policies pertinent to the bargaining unit, and shall enforce such policies whenever it is necessary. In addition, employees shall be notified of pertinent new policies as they arise.
- D. The Director of Special Education shall within 10 calendar days of notification of students being added to the run furnish special education bus drivers with pertinent information about a student such as but not limited to emergency contact numbers and name of parent or guardian: medical information: physical requirements, or any information related to the transportation of the student.

ARTICLE V JURISDICTION

- A. The Board shall give employees preference for work they have customarily performed. However, if work is subcontracted, the impact of such subcontracting shall be a subject of negotiations between the parties.

ARTICLE VI BUS RUN BID PROCEDURE

- A. The employer shall establish the bus runs and the bus runs starting times. To the extent that it is operationally feasible and economically prudent, said runs will include transporting the same students to and from school. Regularly scheduled A.M. and P.M. runs will be paid at a two hour minimum which shall include necessary time to pre-trip and clean the bus. Runs other than A.M. and P.M. runs will be posted with a guaranteed minimum time paid for the run. There shall be no overlapping of time paid as a result of the minimum guarantees nor shall the employer be prohibited from eliminating any run on a permanent basis.
- B. It is understood by the parties of this agreement that Special Education runs may involve operating entirely or in part according to school calendars of the other districts. In such cases, with the exception of an Act of God days declared by the Flat Rock school district, those calendars shall prevail. Drivers and aides selecting such runs shall work and be paid for hours necessary to meet those calendars.

It is understood that drivers of vocational runs will follow the student calendar of the Flat Rock school district vocational education program.

- C. Drivers and aides will bid on runs according to seniority at an annual meeting. Said meeting shall be convened on a date mutually agreed upon by the Transportation Supervisor and the Union President, but in no event later than the third Monday of August. Drivers and aides will first bid on A.M./P.M. run combinations and then shall have the option to bid on the other non-conflicting runs. A driver must select an A.M./P.M. run in order to be eligible to select a third run. In addition, in accordance with seniority, a driver may select more than one midday run at a time provided the runs do not overlap and the total combination of runs does not exceed eight (8) hours a day or a 40 hour week. Employees must be present to bid on a run. Those employees unable to attend a bid meeting due to an emergency situation, such as critical illness of self or family and/or, death in the immediate family, may submit their bid through written proxy. Those not present or providing a proxy will be assigned to available runs following completion of the bid meeting.
- D. By Wednesday following the fourth Friday, the employer will have reviewed the runs in terms of number of students bussed and the length of the runs. The parties shall then convene another meeting for the purpose of a second bid. A second bid meeting will be conducted according to the provisions of paragraph C above. Subsequently, there will be no further bidding during the year except as necessary for filling vacancies
- E. After the Wednesday following the fourth Friday, when regular runs are to be changed on a permanent basis the employer shall discuss said changes with the affected drivers and/or aides prior to implementation of any such change. An employee who suffers a reduction of one-half (1/2) hour or more per day in their assignment may, at that time, invoke their seniority rights in accordance with the layoff procedure. A driver may not take only a portion of an established am/pm and/or a noon run.
- F. In cases where regular runs continue through the summer, such runs shall be made available by seniority and job category to all eligible employees. Said run(s) shall be posted five (5) working days prior to the end of the regular school calendar. In the event no one voluntarily applies for summer work, the Board shall have the right to assign the least senior person by job category.
- G. In case of an emergency or unusual situation which requires the immediate need for a driver, the most senior immediately available driver shall be assigned and will be paid the regular hourly rate of pay. Further, in the event the regular driver is unavailable to assume a mid-day run, the most senior immediately available driver shall have the right to take said run prior to it being filled by a substitute. In addition, the most senior available aide shall have a similar right to fill in for another aide.
- H. Job Related Duties
  - 1. In the event that a regularly scheduled run is canceled due to student absence when school is in session, the affected employee(s) will remain on site for that time and may be assigned other transportation department related duties to receive their regular compensation for that period.
  - 2. The Board shall pay the bus driver the regular straight time hourly rate of pay for the actual hours worked for any job related duties which are required of the employee by the Board.
- I. Field Trips: When field trips (extra trips) are required, they will be divided and rotated according to seniority among all of the regular bus drivers who have made application to drive extra runs.
  - 1. Field trips will be posted on Wednesday for the following week, whenever possible.
  - 2. Trips posted on Wednesday shall be assigned on the following Friday.

3. All drivers and aides shall be offered by respective job category access to field trips based on seniority; from highest seniority to lowest seniority. Such offers shall continue to move down the seniority list until a driver (and/or aide if needed) has elected to take such work.
  4. Any driver refusing such offer shall be eliminated from consideration for the specific trip and shall be obligated to wait until all other drivers (or aides if needed) have been offered a trip before that employee will have another opportunity for an extra trip.
  5. In the event there are no volunteers or substitutes who elect to drive the extra trip, the employer shall assign the trip, normally to the first driver who was next in line for that trip, except that a qualified aide may volunteer to take the extra trip before a regular driver is involuntarily assigned.
  6. Short notice trips not posted on Wednesday will be assigned following the procedure outlined in paragraphs 3 - 5 above.
  7. In the event a selected field trip (extra run) is canceled, and the run is rescheduled, the driver originally selecting the trip will have first rights to the rescheduled trip. If the driver is unable to do the rescheduled run, it will be posted and assigned according to rotation.
- J.
1. Extra trips will be paid at the regular rate per hour for all driving hours worked.
  2. Extra trips of five (5) hours or less will be paid at the regular driving rate for all hours including layover.
  3. Extra trips will be paid at the regular rate for at least five (5) hours. Layover time beyond five (5) hours will be paid at \$ 13.50 per hour. (Example: Six (6) hour trip including three (3) hours layover would be paid five (5) hours at regular rate and one (1) hour at \$ 13.50.
  4. Any extra trip of eight (8) hours in a day shall include a food allowance of six (6) dollars a trip. A receipt must be submitted in order to receive the allowance.
- K. There shall be no split trips except for runs within the city limits of the school district.
- L. Paid hours on layover shall be considered hours worked for purposes of computing overtime. The bus must remain at the site except for necessary travel for meals or restroom facilities. Prior to leaving the site, the driver must coordinate their absence with the coach or advisor in charge of the trip.
- M. Any and all participation in the Fermi Evacuation Plan, including tests and planning meetings, shall be compensated at the regular hourly rate.

## ARTICLE VII SENIORITY

- A. Seniority shall be defined as the length of service within the district in a job classification as a member of the bargaining unit. Seniority shall be based on hire date in a respective job classification. In the event more than one individual bargaining unit member has the same hire date in a classification, position on the seniority list shall be determined by drawing lots. Substitutes shall not accrue bargaining unit seniority.

- B. All newly hired employees shall serve a sixty (60) working day probationary period. This period shall be extended in the event of absences during the probationary period so that the actual number of days worked for successful completion of the probationary period will be the same as if no absences occurred during the probationary period. There shall be no seniority granted to probationary employees, however, upon successful completion of the probationary period, the employee's seniority date shall reflect the employee's initial date of hire as a regular employee.

Probationary employees shall not be entitled to leave days or holidays; however, upon completion of the probationary period the employee will be credited with the paid leave days (excluding holidays) which he/she would have earned. Probationary employees shall not be entitled to benefits until successful completion of their probationary period. In the event a probationary employee is absent or not working due to summer vacation, the probationary period shall be extended accordingly.

Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.

- C. An employee will lose their seniority for the following reasons:

1. The employee resigns
2. The employee is discharged for cause
3. The employee retires.

- D. Updated seniority lists shall be made available to each employee covered by this Agreement on or about November 1 of each year. Such list shall contain each employee's date of employment in the bargaining unit by job category.

- E. An employee who transfers or is promoted to a position outside of the bargaining unit, but within the school district, shall be given a 30 day trial period during which time he/she shall be entitled to return back to his/her former position within the bargaining unit. His/her seniority will continue to accumulate during this time.

In the event the employee remains on the job beyond the trial period, his/her accumulated seniority in the bargaining unit position will be frozen as of the date of completion of the trial period.

In the event the employee desires to return to the bargaining unit after the trial period has been completed, he/she shall be reinstated in the bargaining unit and his/her accumulated seniority within the unit shall entitle him/her to exercise all seniority rights from that day forward.

## ARTICLE VIII TRANSFERS AND PROMOTIONS

- A. Vacancies and Newly Created Positions

1. Notice of all vacancies and newly created positions shall be posted at the central office in each building. The Union shall receive copies of all postings. Employees shall be given five (5) working days time in which to make application to fill the vacancy or new position.

The senior employee within that job classification making application shall be transferred to fill the vacancy or new position provided the employee has the necessary qualifications to perform the duties of the job involved. In the event no senior employee within the job classification applies for the vacancy, the senior employee in another job category within the bargaining unit making application shall be transferred to fill the vacancy or new position provided the employee has the necessary qualifications to perform the duties of

the job involved. For the purpose of this provision, bus aides shall have the first consideration for a bus driver position, after bus drivers applying for the position have been considered. Similarly, full-time, non-certified support staff shall have first consideration for positions within their classification. Newly created positions or vacancies are to be posted in the following manner: the type of work, the starting date, the rate of pay, qualifications. Necessary qualifications shall be established at the sole discretion of the employer, and will be related to the position and include certification when appropriate.

B. For transportation employees, all temporary vacancies which are caused by the granting of unpaid leave of absence shall be filled by a substitute for the first five (5) working days. In accordance with seniority, on the sixth day a regular bargaining unit member may assume the position for the remainder of the leave time or the end of the school year which ever is sooner. The substitute shall then fill the position of driver assuming the temporary vacancy. This provision shall also apply where a bargaining unit member is absent and drawing benefits from worker's compensation or sick leave. This temporary transfer shall only occur between one driver and one substitute. There shall be no other moves that are a direct result of this change.

C. An employee awarded a promotion shall be granted a thirty (30) day trial period to determine:

1. Employee's desire to remain on the job.
2. Employee's ability to perform the job.

During the thirty (30) day trial period, the employee shall have the right to revert back to their former job.

If the employee proves unsatisfactory during the trial period, notice and reasons shall be submitted in writing to the Union and employee. If the reasons are not satisfactory to the employee or the Union, the matter may be subject to the grievance procedure.

Employees who fail to pass the trial period shall be returned to their former jobs at their former rate of pay.

During the trial period, employees shall receive the rate of the job they are performing.

Any bus aide shall have the opportunity to complete drive certification requirements. The Board shall provide a vehicle for road test. Upon successful completion of the requirements and receipt of certification, the Board shall reimburse the bus aide for tuition and fees incurred in obtaining such certification. The Board shall not be obliged to pay for costs of unsuccessful attempts at certification.

D. Dispatcher Position

The dispatcher position shall not be subject to the bi-annual bid meetings. Instead, the employee filling the position shall remain in the position from year to year. In the event the dispatcher position is vacated, and a vacancy exists, the employer shall post the position for bid and shall select the "best qualified" candidate to fill the position. Qualifications shall be determined by the employer and shall be based upon relevant skills, ability, knowledge and work record.

Each year, the transportation supervisor will select two (2) drivers to serve as "dispatcher-sub" based upon "qualifications". Drivers interested in serving as "dispatcher-sub" shall notify the transportation supervisor within the first ten (10) working days of the school year.

The dispatcher shall also be a driver and may be regularly scheduled to drive hours that do not conflict with his/her dispatcher duties.

- E. A full-time non-certified support staff employee who substitutes in another employee's position for three (3) consecutive days or more will be paid at the rate of pay of the position that they are filling beginning with the fourth day, provided it is higher than employees regular rate.

Compensation to an employee who serves as a substitute for a teacher when a lack of substitutes occur, will be paid their hourly rate plus the difference between that rate and the rate awarded to an FREA member filling in for another teacher (applicable to full-time non-certified support staff).

## ARTICLE IX DISCIPLINE – DISCHARGE

- A. Dismissal, suspension and/or any other disciplinary action shall be only for just cause, with the employee(s) having the right to defend themselves against any and all charges. All disciplinary action shall be carried out in a private setting. Written notification of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union.
- B. If an employee wishes, a Union representative shall be present at any meeting where there is reason to believe the nature of said meeting may lead to discipline, including those meetings which are investigatory.
- C. The Union with the specific written consent of the employee shall have the right to review the personnel file of an employee within the bargaining unit, upon making request to the Administration of the school district. An employee, upon making request shall have the right to review the contents of their own personnel file maintained by the Board.
- D. The employer agrees to use progressive discipline prior to the imposition of suspension or discharge. However, serious violations of the District's policies as articulated by the District, including, but not limited to, theft, insubordination (failure to follow a directive accompanied by a warning) and reckless conduct, may result in discipline up to and including discharge without regard to the progressive steps.

In the process of progressive discipline, the employer agrees to use the following:

1. Oral warnings
2. Written warnings
3. Suspensions
4. Discharge

## ARTICLE X REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. In the event a reduction in bargaining unit positions becomes necessary, the employer may initiate staff reduction or layoffs.
- B. No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said transportation bargaining unit member shall have been notified of said layoff at least twenty-one (21) calendar days prior to the effective date of layoff. (full-time non-certified support staff shall receive a minimum of a 14 calendar day notice) Such notice will not apply in the case of a work stoppage by another bargaining unit in the district. In the event of a necessary reduction in the work force, the Employer shall identify the specific position(s) to be eliminated and shall notify the bargaining unit member(s) in those positions. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position in their classification(s) for

which they are qualified, which is held by a less senior bargaining unit member, with probationary employees being laid off before senior employees within a job category. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly-created position.

- C. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their insurance benefits by paying the regular monthly premium for such benefits, subject to the eligibility requirements set by the insurance carrier. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified within their classification. Any bargaining unit member who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification. A laid off bargaining unit member shall have the right to be recalled to another job category after all bargaining unit members who have previously obtained seniority in that classification have been placed provided he/she is qualified for the position and a vacancy exists.
- D. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the five (5) day period. Bargaining unit members recalled to a comparable position for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to comparable work for which he/she is qualified shall forfeit his/her seniority rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff.

For full-time non-certified support staff (not transportation) seniority shall continue to accrue for one year during a period of layoff.

#### ARTICLE XI HOURS AND WORK SCHEDULE (TRANSPORTATION CLASSIFICATIONS)

- A. Drivers and aides called back to work for a run shall be guaranteed a minimum of two (2) hours pay.
- B. Drivers will not leave their bus unsupervised with students. In the event a driver is in need of a short relief stop during a run, the driver may advise administration and arrange for other school personnel to supervise the bus at the respective school.
- C. Drivers and aides shall be guaranteed a minimum of one (1) hour pay when an additional run is scheduled due to a half (1/2) day of school for students at a school(s).

#### Hours and Work Schedule (Non-Certified, Full-Time Support Staff)

- D. At the beginning of every school year, each building administrator shall provide their support staff employees with a schedule of how many hours per day and days per year each employee will work. A copy of same will be supplied to the Central Office for approval.

For summer hours, all full-time non-certified support staff required to work in the summer shall indicate their desire to work six (6) hours or their regularly scheduled hours and shall be paid for hours worked. Such notification shall be provided to the building principal by May 1<sup>st</sup> of each year.

- E. All full-time non-certified support staff employees shall be entitled to a duty free lunch period of thirty (30) minutes.
- F. All full-time non-certified support staff employees shall be provided one fifteen (15) minute relief period each day.

ARTICLE XII NO STRIKE CLAUSE

- A. The Union and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees during the term of this contract, that its officers, representatives and members shall not authorize, investigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work or other interruption of activities in the school system.
- B. The District agrees it will not lock out employees during the term of this agreement.

ARTICLE XIII LEAVE DAYS

- A. All employees covered by this agreement shall be credited with eleven (11) days per year of sick leave – based on the number of regularly scheduled hours with unlimited accumulation. Bargaining unit members who retire under the provisions of the Michigan Public School Employees Retirement System, with a minimum of ten (10) years employment in the Flat Rock Community Schools shall be paid a minimum of \$2,000 plus forty-five dollars (\$45) per day for accumulated sick leave up to one hundred sixty (160) days maximum for transportation employees and a minimum of \$2,000.00 plus seventy (\$70.00) dollars for each accumulated sick day, up to one hundred and seventy five (175) days for full-time non-certified support staff employees.

The Severance aspect of this provision shall be grandfathered for current employees and the severance aspect of the provision shall not be applicable to employees hired on or after July 1, 2005.

- B. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, pregnancy, or injury. Sick leave shall be granted also to each employee covered by this Agreement for personal illness for mother, father, and for the members of the employee’s family which reside in the employee’s household and require the care and attendance of the employee. The required care must be such as would be prescribed by a physician or required for incompetency or incapacitation of the relative requiring care.
- C. Records of sick leave accumulated and taken shall be available to the employees or the Union upon request.
- D. All employees shall be granted up to three (3) working days off with pay for a death in the employee’s immediate family. For the purpose of this section “immediate family” shall include the employee’s natural parents, step-parents, siblings, spouse, children, grandparents, grandchildren, son-in-law, daughter-in-law, and spouse’s parents. Additional time off for traveling to said and such additional time shall be charged to sick leave.

NOTE: Full-time non-certified support staff employees shall be entitled to have this benefit applied, in addition to those listed above, aunt, uncle, brother-in-law and sister-in-law.

- E. Employees shall be granted one sick day to attend the funeral of a non-family member, including a bargaining unit member. Transportation employees shall be eligible for this benefit provided sufficient substitutes are available to cover the positions.
- F. Employees required to appear for jury qualifications or service shall receive their pay from the Board for such time lost as a result of such jury service. Employees who receive a jury duty check from the court shall turn this check over to the District.
- G. Leaves of absence with pay not chargeable against the employee's sick leave to transact non-social, non-recreational, personal business which is of an urgent nature and cannot be transacted at another time will be granted as follows: three (3) days per year will be allowed. Arrangements for such personal leave must be made 48 hours in advance with the immediate supervisor. Less than 48 hours notice may be approved at the discretion of the Superintendent or the Superintendent's designee in case of emergency. Any unused personal business days will be accumulated into the employee's individual single sick leave bank in addition to their normal earned accumulated sick leave.
- H. For transportation employees, absence due to injury or illness in the course of a bargaining unit member's employment shall not be charged against the employee's sick leave days and during said absence shall receive full pay from the Board. The employee shall endorse check from Worker's Compensation to the Flat Rock Board of Education and will receive a regular paycheck and all fringe benefits. This requirement of a full salary shall be for a maximum of one (1) calendar year. If the absence exceeds more than one year, the difference in regular wages not covered by deductions of leave time shall be on a prorated basis only to cover the difference. In order to receive this provision, the employee must meet Worker's Compensation eligibility requirements.
- I. For full-time non-certified support staff employees and transportation employees, the board agrees to establish a sick leave bank designed to provide employees with additional income protection in case of major sickness or illness to employee or immediate family. Sick days will be contributed to the sick leave bank by employees not by the board.

Conditions:

- Written application will be made to building representative by employee.
- Applicants must have exhausted all personal sick leave days.

ARTICLE XIV UNPAID LEAVES OF ABSENCE

Personal Illness

- A. An employee who is incapacitated or disabled due to personal illness or injury and who has exhausted all earned and accumulated paid sick leave shall be placed on an extended illness unpaid leave of absence for the duration of his/her disability up to one year after which time the leave may be renewed each year at the discretion of the Board upon written request by the employee, accompanied by medical verification of personal illness or disability. The Board may request an employee to undergo a medical examination at the expense of the Board.

Parental/Child Care Following Pregnancy Disability or Adoption

- B. An unpaid leave of absence of up to one year shall be granted to any male or female bargaining unit member for the purpose of child care. Said leave shall commence upon the date agreed to by the employer and the bargaining unit member. Application to the Superintendent shall be made thirty (30) calendar days prior to the expected beginning of the leave. The notice shall also specify

the beginning, duration and return date of the leave.

- C. The reinstatement rights(s) of any employee who is inducted into the military service of the United States by reason of an act of law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
- D. Unpaid leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- E. Unpaid leaves of absence may be granted for up to one (1) year for physical or mental illness in the immediate family which shall include: husband, wife, children, parents, or legal dependents.

Leave requests that fall under the Family and Medical Leave Act (FMLA) shall be granted in accordance with the law.

- F. Unpaid leaves of absence may be granted to bargaining unit members who are elected or appointed to full time office or position in the Union and whose duties require their absence from work.
- G. All reasons for unpaid leaves of absence shall be in writing stating the reason for the request and approximate length of leave requested with a copy of the request to be maintained by the Board, a copy furnished to the employee and a copy sent to the Union. An employee who is granted an unpaid leave of absence as per their written request for such leave, and then uses such leave for a purpose other than the reason that the employee so requested, that employee shall be subject to disciplinary action by the Board.
- H. An employee who meets all of the requirements as hereinbefore specified who is granted an unpaid leave of absence shall accumulate seniority during their leave of absence and the employee shall be entitled to resume their regular seniority status and all job recall rights.
- I. Upon expiration of an unpaid leave of absence, an employee shall be returned to his/her position, if in existence, or if not, to a comparable position. Return shall be subject to the operation of the reduction of personnel procedures of this Agreement. An employee who is either returning from a leave of absence or who requires an extension of their leave of absence beyond the date that they were scheduled to return to work, shall notify the Superintendent of his/her designee in writing as to their intention to either return to work on the agreed date, or to request an extension of their leave of absence beyond the agreed upon return date, by no later than two (2) weeks prior to their scheduled date of return to work. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.
- J. Unpaid leaves shall be without Board paid benefits, except that life insurance will be continued during a medical leave of absence. Benefits shall be provided in accordance with FMLA where applicable. Benefits will be continued during an unpaid leave, month to month, at the Superintendent's discretion, on a case by case basis. In no event will benefits be suspended sooner than the end of the month in which the unpaid leave began.
- K. If the position of an employee on an unpaid leave is to be filled, it shall be filled as provided in Article VIII – Section B.
- L. Leaves of absence shall not be granted to probationary employees.

ARTICLE XV            HOLIDAYS

A.        The Board will pay the normal days pay for the following holidays for all employees covered by this Agreement even though no work is performed by the employee.

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
July 4 <sup>th</sup> *	Christmas Day

\* Summer employee(s) only

Additionally, for full-time non-certified support staff employees (Winter Break 1 or 2 days and beginning with the 2005-06 school year, the Friday before labor day).

Additionally, for transportation employees, two (2) mid-Winter Break days and the Friday before Labor Day.

In the event a holiday falls outside the head start program year, that holiday will not be a paid holiday for the head start hours of a run or a portion of a run.

B.        Employees required to work on any of the above named holidays shall receive regular time for hours worked in addition to the regular holiday pay.

C.        In the event that the employee is on sick leave/bereavement leave on any of the above names holidays, the employee shall not have that day charged against their allowable leave time. When a leave day is taken immediately preceding or following a holiday, the Board may request verification of appropriateness of the leave in suspected cases of abuse and failure to provide verification will result in forfeiture of holiday pay. Any request regarding such verification of leave shall be in the presence of the Union representative. Personal business days will not be permitted in conjunction with a holiday, except in case of emergency at the discretion of the Superintendent or the Superintendent's designee.

ARTICLE XVI            INSURANCE PROTECTION

A.        GENERAL PROVISIONS:

1.        All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.
2.        Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
3.        Effective July 1, 1994, to be eligible for insurance coverages the employee must be regularly scheduled to work six (6) or more hours per day or thirty (30) hours per week. (Current employees as of June 30, 1992, are grandfathered at four (4) hours for eligibility.)
4.        The District's sole responsibility under this Article is to pay insurance premiums on behalf of eligible employees in order to provide coverage.

- B. The Board shall provide insurance, the same coverage as provided to other union represented groups within the district.

Plan B (For employees not electing health insurance)

Negotiated Life	\$30,000 AD & D { full-time non-certified support staff: \$40,000.00 }
Delta Dental	75/75/75 max \$750 { full-time non-certified support staff: 80/80/80 MAX \$800 }
Coordinated benefits	50/50/50 max \$500
Vision	VSP-2

Transportation and full-time non-certified support staff employees electing Plan B shall also receive an additional \$125.00 per month to be applied to a tax sheltered annuity through the Board.

When the employee and spouse are both employees of the Board, one must elect Plan B.

- C. The Board shall pay the herein described insurance premiums for each employee covered by this Agreement for the full twelve (12) months of each year and with such payments to be maintained by the Board for a person who is on a medical leave of absence for life insurance or receiving benefits under FMLA.

The District shall not be obligated to provide duplicate insurance to employees who have a spouse also employed by the Board. Where two such employees of the Board are both eligible for Board paid health insurance, both employees will be covered under one policy. The employee who is covered under their spouses health insurance plan will receive \$125.00 per month for the calendar year in cash. If the employee so chooses he/she may apply said cash to a tax sheltered annuity.

ARTICLE XVII DRIVER LICENSING (TRANSPORTATION EMPLOYEES)

- A. Fees for driver’s licenses and schooling as required by the school district or by state or local law will be paid by the school district.
- B. Employees who elect to attend approved drivers educational programs shall be reimbursed by the Board for registration cost.

ARTICLE XVIII WORKING CONDITIONS (TRANSPORTATION EMPLOYEES)

- A. The Board shall provide bus supplies for the continual upkeep of the buses. Such supplies may include such items as window cleaner, soap, cleaning solutions and paper towels.
- B. Special Educational and Vocational Education Drivers and Aides shall be provided with all necessary and proper equipment, as determined by the employer in conjunction with the IEPC, to facilitate the transportation of such students. Such equipment may include wheelchairs, special seat belts and other necessary equipment to promote the safe transfer of such students.
- C. The Board shall provide restroom facilities for employees’ use at the Board’s premises including at school sites during normal school hours.
- D. The Board will make available a furnished employee lounge.

ARTICLE XIX        PHYSICALS

- A. Fees for physical examinations required by the school district or by state or local law will be paid by the school district.

ARTICLE XX        OVERTIME

- A. All time worked in excess of forty (40) hours in one week shall be compensated at a rate of time and one-half (1½).
- B. All hours worked on Sunday shall be paid for at the rate of double (2) times the hourly rate.
- C. All hours worked on Holidays outlined in the Holiday provision of this Agreement shall be paid at their hourly rate for hours worked in addition to the regular holiday pay.

ARTICLE XXI        SCHOOL CANCELLATIONS

- A. In the event school is canceled prior to the start of an employee's work day due to inclement weather or conditions not within the control of the District, the following procedures will apply:
  - 1. Bargaining unit members shall not be required to report to work.  
  
If school is cancelled due to inclement weather or conditions not within the control of the District, full-time non-certified support staff employees and transportation employees will be paid for that day.
  - 2. In the event the District is not required to make up such day(s) to receive State aid payments, employees will receive their regular rate of pay for the day(s) including noon runs. If the District is required to make up the day, no pay will be issued for the day(s).
- B. In the event school is canceled after the start of an employee's work day due to inclement weather or conditions not within the control of the District, the following procedures will apply:
  - 1. Bus drivers and bus aide employees will be dismissed following any necessary activities and will be paid for the balance of the day provided such day(s) are permitted to be counted as a day of student instruction for purposes of receiving State aid.

ARTICLE XXII        GRIEVANCE PRODECURE

Definitions

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this agreement.  
  
The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.
- B. Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of the step level, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.

- C. The term “Supervisor” as used herein shall be construed to mean the Transportation Director or, for full-time non-certified support staff employees, their designated supervisor.
- D. The time elements in the steps may be shortened, extended or waived upon written agreement between the parties.
- E. The term “days” as used herein shall mean normal working days.
- F. A grievance concerning alleged safety hazards may be processed directly to Step Three of the grievance procedure.
- G. Written grievances shall contain the following:
  - 1. It shall be signed by the grievant or grievants;
  - 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - 3. It shall cite the section or subsections of this contract alleged to have been violated;
  - 4. It shall contain the date of the alleged violation;
  - 5. It shall specify the relief request.

### Step One

- A. An employee alleging a violation of the express provisions of this contract shall within ten (10) days of its occurrence or knowledge of its occurrence orally discuss the grievance with his immediate supervisor in an attempt to resolve same. The steward may be present during these discussions if requested by the grievant.

If no resolution is obtained within three (3) days of the discussion, the steward, if in agreement with the grievant, shall reduce the grievance to writing and proceed within five (5) days of said discussion to Step Two.

### Step Two

- A. The parties shall meet to discuss the grievance within ten (10) working days of its written submission to the Supervisor.
- B. The Supervisor shall give a decision in writing relative to the grievance within ten (10) working days of the meeting with the representative.

### Step Three

- A. Any appeal of a decision rendered by the Supervisor shall be presented in writing to the Superintendent or his designated agent within ten (10) working days from the decision rendered by the Supervisor.
- B. The Superintendent or Designee shall then meet with Union representatives within ten (10) working days from the date of submission of the appeal of the grievance.
- C. The Superintendent or designee shall give a decision in writing relative to the grievance within ten (10) working days of the meeting with the representative of the Union.

#### Step Four

- A. In the event that the Union is not satisfied with the disposition of the grievance by the Superintendent, the union may within forty (40) calendar days of receipt of the written decision rendered by the Superintendent, or lack thereof, submit the grievance to Arbitration. The appealing party shall request the American Arbitration Association to submit a listing of arbitrators to both parties. If the parties cannot agree as to the arbitrator, he/she 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. Both parties agree to be bound by the award of the arbitrator.
- B. The fees and expenses of the arbitrator shall be shared equally by the parties.
- C. All preparation, filing, presentation of consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations except as agreed by the parties or in the case where an employee is called as a witness or involved in an arbitration hearing.

In such instances where an employee is involved in an arbitration or called as a witness, the party calling said employee shall be responsible for lost wages if applicable.

#### ARTICLE XXIII CLASSIFICATION AND COMPENSATION

- A. The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification(s) as set forth on Schedule A attached hereto and made a part hereof by reference.
- B. Employees will be paid for their regularly scheduled AM/PM runs based upon hours worked, or otherwise eligible for pay (e.g., holiday, paid leave day), during the pay period. Additional hours works, for noon runs, extra trips, summer work, etc., will be paid in the pay period worked.

#### ARTICLE XXIV DURATION

- A. Entire Agreement

This agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written, expresses all obligations imposed upon the Board and the Union. This agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Board and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

- B. If any Article or Section of this agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

C. Term of Agreement

This agreement shall continue in effect through June 30, 2006 at which time it shall terminate unless extended by written agreement of the parties.

D. Successor Negotiations

At any time within ninety (90) days prior to termination date of this agreement either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement and negotiations shall begin within thirty (30) days from the receipt of the notice.

FLAT ROCK TRANSPORTATION  
ASSOCIATION

FLAT ROCK BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
MEA Representative Negotiator

By \_\_\_\_\_  
Chief Negotiator

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

LETTER OF UNDERSTANDING

It is understood by and between the Flat Rock Transportation Association MEA/NEA and Flat Rock Community Schools that a bargaining unit member who is utilized to perform non-driving transportation related duties will be paid their regular rate per hour.

It is further understood that any regularly scheduled, transportation related position, other than a driver or aide, which is established subsequent to the date of this understanding, will be the proper subject of discussion between the parties concerning appropriateness for inclusion within the unit of bus drivers and bus aides.

FOR THE ASSOCIATION

FOR THE EMPLOYER

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## WAGE SCHEDULE "A"

(See attached)

Placement of an employee on an initial step (Driver or Aide) shall occur for 90 calendar days following completion of the probationary period.

### LONGEVITY:

Effective July 1, 1998 Transportation employees who have completed ten (10) years of service in the bargaining unit shall receive a longevity stipend of \$250.00 each year, to be issued on the last payday before Christmas.

However, beginning with the 2004-2005 school year, current transportation employees (those hired prior to July 1, 2005) shall have the following longevity provision applied.

AFTER 5 YEARS - \$250.00  
AFTER 10 YEARS - \$350.00  
AFTER 20 YEARS - \$500.00

For full-time non-certified support staff employees, longevity pay is based on the date of hire as an employee within the district.

AFTER 5 YEARS - \$250.00  
AFTER 10 YEARS - \$350.00  
AFTER 20 YEARS - \$500.00

This longevity shall be grandfathered for current employees and this provision shall not be applicable to employees hired on or after July 1, 2005.

### SEVERANCE: FULL-TIME NON-CERTIFIED SUPPORT STAFF

A full-time non-certified support staff employee who has 10 years of service with the District shall upon resignation be eligible to receive sixty (\$60.00) dollars for each unused sick day up to sixty-five (65) days.

This Severance provision shall be grandfathered for current employees and this provision shall not be applicable to employees hired on or after July 1, 2005.

### PAYMENT CHOICE - FULL-TIME NON-CERTIFIED SUPPORT STAFF

Full-time non-certified support staff employees may receive their salary of 21 or 26 pays. Employees on 26 pays may elect a balloon payoff at the end of the year.

2005-06

**FLAT ROCK COMMUNITY SCHOOLS  
TRANSPORTATION SALARY SCHEDULE  
DRIVERS AND AIDES**

<b>Classification</b>	<b>Sub Rate</b>	<b>1st 90 Days</b>	<b>2nd 90 Days</b>	<b>After 180 Days</b>
Driver Probationary Rate		<b>\$13.86</b>		
Driver Initial Rate			<b>\$14.41</b>	
Regular Driver Rate				<b>\$14.70</b>
Regular Driver Layover Rate	<b>\$13.50</b>			
Substitute Driver Rate	<b>\$13.18</b>			
Substitute Driver Layover Rate	<b>\$12.12</b>			
Aide Probationary Rate		<b>\$8.64</b>		
Aide Initial Rate			<b>\$8.88</b>	
Regular Aide Rate				<b>\$9.15</b>
Substitute Aide Rate	<b>\$7.46</b>			

**Signing Bonus:**

As part of the agreement for the 2003-2006 collective bargaining agreement it is hereby agreed that all current employees (those current as of August 12, 2005 and those who have formally retired since September 1, 2003) shall be entitled to a signing bonus. The signing bonus is a one time payment and shall not be applicable to overtime and will be subject to applicable taxes.

The signing bonus is five hundred dollars (\$500.00) for those who are usually scheduled to work 30 hours or more per week. Thus, 30 hours or more per week = \$500.00 signing bonus. For those that work less than 30 hours per week, the signing bonus will be pro-rated. For example, if an employee usually works 20 hours per week the bonus payment would be \$333.33 and, as another example, an employee usually working 15 hours per week would be entitled to a signing bonus of \$250.00.

**LETTER OF AGREEMENT  
EXTENSION OF CONTRACT**

**Between**

**Flat Rock Community Schools  
And  
Flat Rock Educational Support Personnel Association**

It is hereby agreed between the parties, Flat Rock Community Schools and Flat Rock Educational Support Personnel Association, that the current collective bargaining agreement running from July 1, 2003 through June 30, 2007 is hereby extended through June 30, 2008.

It is further understood and agreed that wages will be increased by one percent effective July 1, 2007.

**Flat Rock Community Schools**

**Flat Rock Educational Support  
Association**

\_\_\_\_\_

\_\_\_\_\_

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

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