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AFL-CIO, IUOE  
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06/30/2008

**AGREEMENT**

*between the*

**HARPER CREEK COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

*and the*

**INTERNATIONAL UNION  
of  
OPERATING ENGINEERS  
LOCAL 547 - A, B, C, E, G, H, P - AFL-CIO**

**TRANSPORTATION  
BARGAINING UNIT**



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## AGREEMENT

This Agreement made as of the date hereinafter set forth by and between the Harper Creek Community School District, Calhoun County, Michigan, hereinafter called the "Employer", and the International Union of Operating Engineers, Local 547 – A, B, C, E, G, H, P – AFL-CIO, hereinafter called the "Union".

### ARTICLE 1

#### PURPOSE

(1.1) It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

(1.2) Wherever reference is made to gender in this Agreement, the same shall be interpreted and construed as including both male and female.

### ARTICLE 2

#### UNION RECOGNITION

(2.1) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

(2.2) The term "employee" as used herein shall include all regularly scheduled full-time and part-time employees working in the following classifications: Transportation/Bus Drivers and Bus Mechanics, but excluding administrators, guards and all others defined by PERA.

(2.3) **Definitions:**

(a) A full-time driver is a driver hired by the Employer, and assigned to a regular route.

(b) A regular part-time driver is a driver hired by the Employer, and not yet assigned to a regular route. They fill vacancies when regular full-time drivers are not available.

(c) Substitutes are drivers who are not covered by the Agreement, and fill vacancies on an as needed basis when no full-time drivers or part-time drivers are available.

### ARTICLE 3

#### EMPLOYEE RIGHTS

(3.1) No seniority employee shall be disciplined; which shall include written reprimands, suspensions, demotions and discharges, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee involved.

(3.2) Nothing contained within this Agreement shall be construed to deny or restrict any employee rights and responsibilities he may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees thereunder shall be deemed to be in addition to those provided elsewhere.

(3.3) Upon request, an employee shall be entitled to have present a representative of the Union when the employee is required to attend any meeting which the employee reasonably believes may result in discipline, or disciplinary action is taken which may adversely affect the employee's work record. Should disciplinary action likely occur at a given meeting, the employee shall be advised of said possibility. Where a disciplinary penalty requires the employee to immediately leave school district property (i.e., suspension or discharge), the employee shall be allowed to discuss the disciplinary measure with a Union representative before leaving the premises if the Employer determines that allowing the meeting on school property would not create or perpetuate a safety concern. The Employer shall make available an area where this may occur.

(3.4) Written and signed complaints against a bargaining unit member shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file. Materials, which by law must remain in personnel files, will not be considered for purposes of discipline or discharge after four (4) years.

(3.5) Any case of assault upon an employee occurring while the employee is at work or is engaged in a work-related activity shall be promptly reported to the employee's immediate supervisor by the employee. The Employer will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities by allowing an employee administrative leave of up to eight (8) hours for necessary activities connected with the assault (i.e., medical appointments, court, etc.)

(3.6) An employee will have the right to review the contents of the employee's personnel file, excluding those items excluded from the definition of "personnel" by law, and to have a representative of the Union accompany him/her in such review.

## ARTICLE 4

### UNION DUES AND SERVICE FEES

(4.1) Each employee covered by this Agreement, after completion of the probationary period as defined in Article 12.1 of this Agreement, shall, as a condition of employment, join the Union or pay a service fee to the Union.

(a) **Union Members**

Employees joining the Union shall pay dues to the Union in accordance with its policies and procedures.

(b) **Service Fee Payers**

Employees not joining the Union shall pay a service fee to the Union as determined in accordance with the Union's Policy and Procedures Regarding Objections to Political-Ideological expenditures. These remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth there have been availed of and exhausted, all other administrative and contractual procedures shall be barred.

(4.2) In the event the employee shall not pay such service fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Union, deduct the service fee from the employee's wages and remit same to the Union under the procedures provided below:

(a) The procedure in all cases of non-payment of the service fee shall be as follows:

- (1) The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
- (2) If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make such deduction pursuant to paragraph (a) above.



- (3) The Employer, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for same.

(4.3) Due to certain requirements established in recent court decisions, the Union represented that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by non-members shall be activated within thirty (30) days following the Union's notification to non-members of the fee for that given school year.

(4.4) The Union will certify, at least annually, to the Employer, the amount of said professional fees and the amount of service fees to be deducted by the Employer, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

(4.5) The Union also agrees to furnish the Employer, upon request, with such information as may be reasonably necessary for the Employer to review the legal sufficiency of the Union's notice and objection procedures whereby non-members of the Union can challenge service fees established by the Union. The Union shall also furnish the Employer with that information which is annually distributed to non-members or objectors.

(4.6) The Union agrees to promptly notify the Employer of any future litigation where an order has been issued preventing the Union from implementing its policies regarding objections to political-ideological or other expenditures. In that event, the parties shall promptly meet to examine the impact of the order upon the Union Security provisions of this Article.

**(4.7) Save Harmless Clause**

In the event of legal action against the Employer (including each Board member, administrator or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The Employer gives timely notice of such action to the Union and permits the Union's intervention as a party, if it so desires, and

(b) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Union agrees that in any action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article. The Union also agrees that neither it nor its affiliates will in any proceedings assert that the defense or indemnity provisions of this Article are either unenforceable or void.

(4.8) The Employer shall deduct the authorized amount from each employee's pay and transmit the total deductions to the Financial Officer designated by the Union within fifteen (15) days following the last pay period in the month, together with a list of each employee for whom deductions were made. The Employer shall not be required to make any dues deductions in preference to legally required deductions, or if any employee's pay in any pay period is not sufficient to cover such dues. The Employer assumes no responsibility for any errors in making such deductions other than to correct such errors when notified of the discrepancy. In the event of overpayment, the Union agrees to refund such monies forthwith.

(4.9) An employee who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Union membership, or otherwise financially support the Union as a condition of employment. However, such employee shall be required, in lieu of periodic dues, service fees and/or initiation fees, to give written authorization to the Employer to deduct any equal amount from the objecting employee's wages for transmittal (by the Employer) to a charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The charitable organization to which donation is made shall be designated by the employee from a list of three (3) charities selected mutually by the Employer and the Union.

## **ARTICLE 5**

### **UNION RIGHTS**

(5.1) The Union shall have the right of access to the school mails to distribute Union material to members of the bargaining unit. Should the Board determine that a deviation from established conditions is necessary, it shall notify the Union of any alterations prior to implementing them.

(5.2) The Union shall have the right to use school facilities for meetings and school equipment, including typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such, and shall be responsible for proper operation of all such equipment. The Union shall assume the liability for any damage to equipment or facilities occasioned by its use of same. Prior to use of school facilities, the Union shall complete and submit a Building Use Form. Union members may not use school Internet equipment without agreeing to and signing the District's Internet policy.

## **ARTICLE 6**

### **STEWARDS**

(6.1) Employees shall be represented by designated Co-Stewards, whose identity shall be made known to the Employer.

(6.2) The designated Co-Stewards during his/her working hours, without loss of time or pay, presents grievances to the Employer, after arrangements have been made with their supervisor, such arrangements shall not unreasonably be withheld. This privilege shall not be abused.

(6.3) If negotiation meetings occur during the regular working hours of the Co-Stewards, they will receive their regular rate of pay for time in attendance. No payment will be made for attendance at any negotiating session which takes place before or after their regular working hours.

(6.4) The Employer shall permit up to two (2) working days per school year of released time without loss of pay for the handling of Union business, meetings, and conferences. All days to be used must be submitted in writing to the Superintendent at least forty-eight (48) hours prior to the requested leave. These days shall not be utilized during examination periods, parent/teacher conferences or on a working day immediately preceding or immediately following a school holiday or school vacation.

## ARTICLE 7

### MANAGEMENT RIGHTS

(7.1) The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education or powers which have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source. Rights reserved exclusively herein by the District, which shall be exercised exclusively by the District without prior negotiations with the Union, either as to the taking of action under such rights, or with respect to the consequence of such action during the term of this Agreement, shall include, by way of illustration, not by way of limitation, the right to:

(a) Manage and control the schools' business, the equipment, the operations and to direct the working forces and affairs of the School District;

(b) To continue its rights and past practice of assignment and the direction of all of its personnel, determine the number of shifts and hours of work, and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;

(c) The right to direct the working forces, including the right to hire, promote, discipline, suspend and discharge employees for just cause, transfer employees, assign work or extra duty to employees, determine the size of the work force and to lay-off employees;

(d) Determine the services, supplies and equipment necessary to continue its operations, and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;

(e) Adopt reasonable rules and regulations including those governing the conduct of employees in the work place, subject to Union review;

(f) Determine the qualifications of employees, subject to the Union's right to grieve.

(g) Determine the location or relocation of its facilities, including the establishment or locations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;

(h) Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies;

(i) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;

(j) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the District shall not abridge any rights of employees as specifically provided in the Agreement; and

(k) Determine the policy affecting the selection, testing or training of employees.

(7.2) The Board recognizes that this Agreement sets forth limitations of the above-named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

## ARTICLE 8

### GRIEVANCE PROCEDURE

#### (8.1) *Definitions:*

(a) A Union grievance is a difference between the Employer and the Union, which involves an employee or group of employees, and concerns working conditions or the interpretation or application of any provision of this Agreement, and may be processed directly to Step 2 of the Grievance Procedure.

(b) An employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement.

(c) The time elements in the steps can be shortened or extended by mutual written agreement.

(d) For the purpose of processing grievances, working days shall be defined as Monday through Friday, when school is in session, excluding all paid holidays.

(e) A grievance concerning alleged safety hazards may be processed directly to Step 2 of the Grievance Procedure.

(f) Any employee or Union grievance not presented for disposition through the Grievance Procedure within five (5) working days of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

### **Step One**

(a) An employee having a grievance may present it orally to his supervisor. In the event an employee desires that his Steward be present, he shall make his request through the supervisor, and the supervisor shall send for the Steward at an agreed upon time.

(b) In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within five (5) working days from the oral presentation. The employee and the Steward shall sign the grievance form. The grievance form must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within five (5) working days.

### **Step Two**

(a) Any appeal of a decision rendered by the supervisor shall be presented in its written form within five (5) working days of the date of receipt of the written decision of the supervisor. The appeal shall state the reason why the decision of the supervisor was not satisfactory.

(b) The superintendent or his designee shall meet with the Business Representative of the Union, the Chief Steward, and the grievant at a time mutually agreeable to them, but no later than ten (10) calendar days following receipt of the appeal.

(c) The Superintendent or his designee shall then give his decision in writing to the Business Representative of the Union, or his designee, within five (5) working days of the meeting.

### **Step Three**

An unsettled grievance, which has been timely appealed to Step Three, will be placed before a meeting of an officer of the Union and designated representatives of the School District within a reasonable time from the date of appeal to this step, not to exceed ten (10) work days. This period of time may be extended for up to an additional ten (10) work days by mutual agreement between the School District and the Union. If, as a result of such meeting, the grievance remains unsettled, it may be continued to a further meeting at this step at which a representative of the Federal Mediation and Conciliation Service is present. If, following such a meeting, the grievance remains unsettled, the grievance may be appealed by the Union to arbitration, provided such request is made to the School District in writing within ten (10) work days after the conclusion of the Step Three meeting(s). In no event shall the process described in this step exceed sixty (60) calendar days from the date the grievance was appealed to Step Three.

### **Step Four**

(a) If the appealing party is not satisfied with the disposition of the grievance by the superintendent or his designee, then the grievance must be submitted to arbitration within thirty (30) calendar days from the date of receipt of the decision rendered by the superintendent or his designee. The arbitration demand must identify all issues submitted to arbitration.

(b) Arbitration shall be invoked by written notice to the other party by a filed request to the American Arbitration Association, or the Federal Mediation and Conciliation Service.

(c) A list of impartial arbitrators will be requested, and an arbitrator will be chosen by each party alternately striking names. The remaining arbitrator will hear the issue.

(d) The Union or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses that they may call.

(e) The arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of any of the parties hereto.

(f) The per diem fees of the arbitrator shall be borne by the party who loses the arbitration. If the award and report is not clearly in favor of one party or the other, then the per diem fees of the arbitrator shall be shared equally by the parties.

(g) The arbitrator shall render his decision in writing.

(h) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer, and the Union.

## ARTICLE 9

### VACANCIES, TRANSFERS, AND PROMOTIONS

(9.1) A vacancy shall be defined as a newly created bargaining unit position, or a present position in the bargaining unit that is not filled, but that the Employer intends to fill.

(9.2) All vacancies shall be posted in a conspicuous place in each building of the District for a period of five (5) work days. The Union representative shall receive two (2) copies. Said posting shall contain the following information:

- (a) Type of work;
- (b) Location of work;
- (c) Starting date;
- (d) Rate of pay;
- (e) Hours to be worked;
- (f) Classification and category;
- (g) Position qualifications.

(9.3) Interested employees may apply in writing to the superintendent, or designee, within the five (5) day posting period. The Employer shall notify school year employees of vacancies occurring during the summer months (June, July and August) by sending notice of same to each interested employee by employee-furnished stamped envelope. The Employer agrees to notify the Union representative in writing of any vacancies occurring during the summer months.

(9.4) Vacancies in the transportation positions shall be filled through bidding, and shall be awarded on the basis of seniority.

(9.5) Within fifteen (15) work days after the expiration of the posting period, the Employer shall award the position to the most senior qualified applicant, subject to the Union's right to grieve. Each applicant shall be so notified in writing with a copy provided to the Union. In the event of unforeseen circumstances, an additional three (3) work days will be added.



(9.6) If a bargaining unit member is absent for, other than approved FMLA leave, a period exceeding thirty (30) work days, his/her assignment shall be considered a vacancy which will be posted and awarded utilizing the procedures specified in this Article, said posting will be posted on the twenty-fifth (25<sup>th</sup>) work day of the absence, and will be posted for a period of five (5) days. A bargaining unit member returning to work, whose position has been declared vacant according to this paragraph, shall be permitted to bump an employee having lesser seniority in the category of the returning bargaining unit member.

(9.7) If a bargaining unit member is transferred to a non-bargaining unit position with the School District for a period of up to six (6) months, and is thereafter transferred again to a position within the bargaining unit, the employee shall have accumulated seniority while working in the non-Union position to which he was transferred. Employees transferred under the above circumstances, shall retain seniority rights, as described above, for only the six (6) month period.

## **ARTICLE 10**

### **NEW JOBS**

(10.1) The Employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job, which has been placed into effect, upon the institution of such job.

(10.2) The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, the new classification shall be added to and become part of this Agreement.

## ARTICLE 11

### WORK SCHEDULES, DUTIES, AND COMPENSATION

(11.1) The work schedule of each classification covered by this Agreement shall be as set forth in Schedule A of this Agreement.

(11.2) Compensation for classifications covered by this Agreement shall be as set forth in Schedule B of this Agreement.

#### (11.3) *Overtime Compensation*

(a) Time and one-half (1-1/2X) shall be paid for all hours over forty (40) hours in one (1) week, and all hours in excess of eight (8) hours in one (1) day. This shall not be interpreted to require double payment of overtime.

(b) Time and one-half (1-1/2X) shall be paid for all hours worked on Saturdays. Double time (2X) shall be paid for all hours worked on Sundays and holidays. These sums shall be in addition to holiday pay if the employee is entitled to holiday pay for that day.

(c) Bargaining unit members shall be paid overtime at the appropriate rate (regular or field trip).

(11.4) Written job descriptions and job titles shall be provided by the Employer for each bargaining unit position. The Union shall be consulted relative to such job descriptions. Job descriptions shall minimally include qualification for appointment, types of services to be performed, and a listing of basic performance expectations.

## ARTICLE 12

### SENIORITY

(12.1) New employees hired into the bargaining unit shall undergo a probationary period of ninety (90) work days probation, and after sixty (60) work days, will be eligible for field trip assignment. Upon completion of this probationary period, the employee shall obtain seniority status retroactive to the first date of hire, and his/her name shall be entered upon the seniority list. "Work day" shall be defined as completing a regular run, or a portion of a regular run. No more than one (1) work day may be accrued on a given calendar day.

(a) Probationary employees shall be represented by the Union for all purposes under this Agreement during the probationary period, except that the termination or evaluation of such probationary employee shall not be subject to the Grievance Procedure.

(b) Leave day credit shall accrue during the probationary period. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday as per the Agreement.

(c) There shall be no seniority among probationary employees.

(12.2) Seniority shall be defined as length of service included in this bargaining unit. Accumulation of seniority shall begin on the employee's first (1<sup>st</sup>) working day, as described in Section (12.1) above. In the event two (2) or more employees begin work on the same day, the date of the job application from which they were hired shall determine position on the seniority list. In the case of job applications filed on the same date, position on the list shall be determined by lot.

(12.3) The Employer shall prepare and maintain seniority lists as defined in this Article. The seniority lists shall be provided annually to the Union by November 1<sup>st</sup>. The Union shall notify the Employer of any errors within fifteen (15) days after receipt of the seniority lists. In the absence of a timely objection, the Employer's seniority lists will be considered conclusive.

(12.4) Seniority shall be lost if the employee:

(a) Voluntarily quits;

(b) Is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement;

(c) Is absent for two (2) consecutive working days without notifying the Employer, except when an emergency prohibits such notification. After such absence, the Employer shall send written notification to the employee at the last known address scheduling a pre-termination conference to determine whether the employee had been absent for two (2) consecutive work days without notifying the Employer. If the employee fails to appear at the conference, or is unable to establish the existence of an emergency prohibiting Employer notification, the Employer may thereafter send written notification to the employee at the last known address that the employee has lost seniority, and that the employee has been terminated. A copy of such notice will be provided to the Union;

(d) Does not return to work when recalled from lay-off, as set forth in the recall procedure;

(e) Does not return from sick leave or other leave of absence;

(f) Retires;

(g) Otherwise terminates his employment relationship with the Employer; or

(h) Is laid off and is not recalled to work within two (2) years from the time of lay-off.

(12.5) Bus mechanics' current seniority will be maintained when transferring into the Transportation contract.

## ARTICLE 13

### REDUCTION IN WORK FORCE

(13.1) In the event the Board of Education determines to reduce staff, the procedures outlined in this Article shall be followed.

(13.2) No bargaining unit member shall be laid off pursuant to a reduction in the work force, unless the bargaining unit member is notified of said lay-off thirty (30) calendar days in advance.

(13.3) In the event of a necessary reduction in a job category, the Employer shall first lay-off probationary employees within that category, provided there are senior employees remaining within the category who are available and can perform the required work. Next, the least senior employee within the job category affected by the reduction shall be laid off. In no case, shall a new employee be hired in a job category while there are laid off employees in that category who are qualified and available for the vacant or newly created position.

#### (13.4) *Recall to Same Category*

(a) Laid off bargaining unit members possessing seniority within a category shall be recalled in order of seniority, with the most senior laid off employee being recalled first to an open position within that category. The Employer shall not be required to post such openings or vacancies. The Employer will not initiate recall until the retained employees are restored to their previous positions.

(b) Notices of recall shall be sent by certified or registered mail to the last known address 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.

(c) A recalled employee shall be given five (5) calendar days from receipt of notice (excluding Saturdays, Sundays and holidays) to report for work. The Employer may fill the open position on a temporary basis until the recalled employee reports to work within the same five (5) calendar day period.

(d) Bargaining unit members recalled to a position of an equivalent number of hours, in a category where the bargaining unit member is qualified and possesses sufficient seniority, are obligated to take said work. A bargaining unit member who declines recall to work shall forfeit his seniority rights and shall be considered a quit.

(e) Bargaining unit members on lay-off status shall accrue seniority during the period of lay-off in the category from which the bargaining unit member was laid off. Upon recall, the bargaining unit member shall continue to accrue seniority only in the category of his assignment.

**(13.5) Placement Outside Seniority Category or Classification**

It is agreed if a vacancy occurs in any classification or department represented by the Union, and there are no employees on lay-off status within that classification and/or department who are available to fill the vacancy, then qualified, laid off employees from another classification and/or department shall be given the opportunity to fill the vacancy, provided they can meet the requirements to qualify for the vacancy, before any new employees are hired. Failure to accept and/or qualify for a vacancy in another classification or a vacancy in another department shall not relinquish an employee's right for recall to his previous classification and/or department. Employees who fill vacancies under this provision shall be subject to a thirty (30) working day probationary period, and any employee who fails to perform satisfactorily during this period shall be returned to lay-off status.

**(13.6) Recall Notices**

It is the bargaining unit member's responsibility to keep the business office informed of the bargaining unit member's current telephone number and address, or of any change in telephone number and/or address, within three (3) working days of such change. In the event a bargaining unit member fails to comply with this procedure, the Employer shall not be obligated to recall the bargaining unit member until such time as correct information is submitted. Further, the Employer shall be held harmless for any time, wages or recall opportunities lost as a result of such failure by the bargaining unit member. Bus mechanics shall be recalled in reverse order of lay-off.

(13.7) A laid off bargaining unit member shall, upon application and at his option, be granted priority status to fill any temporary vacancies which occur in the category from which he was laid off. Bargaining unit members exercising this option will be paid at the rate of the position they fill, or the rate of pay they received at the time of lay-off, whichever is lower.

(13.8) A laid off bargaining unit member shall, upon application and at his or her option, be granted priority status on the substitute list for the category from which he/she was laid off. Bargaining unit members serving as substitutes in this capacity, shall be paid at the regular substitute rate.

(13.9) During a lay-off, laid off employees in the Bus driver category shall be allowed to continue to participate in field trip assignments on a rotation basis.

## ARTICLE 14

### FRINGE BENEFITS

#### *Bus Drivers*

(14.1) Upon submission of written application, the Board shall provide to all full-time bus driver bargaining unit members in the Transportation classification, working permanent bid runs of twenty-five (25) or more hours per week, an insurance premium subsidy for purchase of single subscriber insurance. Employee monthly premium contributions for the term of the Agreement shall be based on the following schedule, and computed from a July 1, 2006 premium base of \$590.71.

Health insurance cap of five and one-half percent (5.5%) will be paid by the Employer. Any increase over five and one-half percent (5.5%) will be paid by employee, up to eleven percent (11%). For any increase over eleven percent (11%), both parties agree to reopen negotiations for this single item each year. The above amounts shall be payroll deducted from the bargaining unit member's wages.

Notwithstanding the above, for the year 2007-2008 only, there will be a minimum payment of fifteen dollars (\$15.00) per month towards health care by each employee receiving this benefit.

(14.2) In the event an employee works twenty-five (25) or more hours per week due to being awarded a temporary bid run(s) for the majority of any month, the employee shall have available to them the options of the Cafeteria Plan of Section 125 of the IRS Code in the amount of money prescribed below for said employee. Bargaining unit members in the Transportation classification, who are eligible for a health insurance contribution as specified in paragraph 14.1 of this section, may instead elect to receive the following amounts toward options of the Cafeteria Plan of Section 125 of the IRS Code.

**2006/2008    \$115.00**

Bargaining unit members in the Transportation classification working twenty-five (25) or more hours per week will be entitled to enroll in an optical insurance program (single coverage). All bargaining unit members in the Transportation classification shall be entitled to group term life insurance in the amount of twelve thousand dollars (\$12,000.00) with AD&D.

**Bus Mechanics**

(14.1) Upon submission of written application, for the 2006-2007 year, the Board shall provide to all full-time bargaining unit members an insurance premium subsidy for purchase of one (1) of the following insurance packages. Bus Mechanics shall elect either Plan A or Plan B.

**Plan A**

- 1. Health MESSA or equal coverage
- 2. Dental Trust Dental Alternative or equal coverage
- 3. Vision Star Vision or equal coverage
- 4. Life \$20,000 term with AD&D

**Plan B**

- 1. Dental Trust Dental Alternative or equal coverage
- 2. Vision Star Vision or equal coverage
- 3. Life \$25,000 term with AD&D

For the 2007-2008 year, the plan will be MESSA Choices II.

Bargaining unit members who are eligible for a health insurance contribution as specified in paragraph 14.1 of this section, may instead elect to receive the following amounts toward options of the Cafeteria Plan of Section 125 of the IRS Code:

2006-2008 \$191.18

Employee monthly premium contributions for the above coverage shall be based on a premium base of the MESSA blended rate for all subscribers in effect July 1, 2007.

Health insurance cap of five and one-half percent (5.5%). Any increase above five and one-half percent (5.5%), up to eleven percent (11%), the employee will pay. For increases above eleven percent (11%), both parties agree to re-open negotiations for this single item each year.

Notwithstanding the above, for the year 2007-2008 only, there will be a minimum payment of fifteen dollars (\$15.00) per month towards health care by each employee receiving this benefit.

The Board shall make premium payments on behalf of each bargaining unit member for short-term disability insurance coverage with the following provisions: First (1<sup>st</sup>) day accident, fifteenth (15<sup>th</sup>) day illness; sixty-six and two-thirds (66-2/3) of gross pay, not to exceed one thousand five hundred dollars (\$1500.00) per month, and benefit coverage for one (1) year.

**All Transportation**

(14.3) The Board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code.

(a) It is the responsibility of each eligible bargaining unit member to comply with all requirements for eligibility, enrollment and coverage specified in the Cafeteria Plan, and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and/or claims administration.

(b) Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible bargaining unit member and insurance carrier, policyholder, and/or third party administrator. Any disputes relative to the administration and/or operation of the Cafeteria Plan shall be resolved in conformance with the Claims Procedure section of that Plan.

(c) It is agreed that the sole obligation of the Board shall be to make such premium payments required under this Article, and other payments as may be authorized by the Cafeteria Plan, during the period of a bargaining unit member's eligibility for participation in that Plan, and for fringe benefit plan enrollment under this Agreement.

(d) In the event that an eligible bargaining unit member waives medical coverage under the Cafeteria Plan, and thereby elects to receive additional compensation pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code, or within the meaning of Section 1224 of the Revised School Code, shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

**(14.4) General Conditions of Fringe Benefits**

(a) Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carrier(s) on the first (1<sup>st</sup>) day of the month following the month work commenced.

(b) The Board agrees to provide the above-mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) of the Master Contract held by the policyholder.



(c) Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

(d) All employees hired after August 1, 1992, working less than twenty-five (25) hours per week, and/or thirty-six (36) weeks per year, shall not be entitled to any fringe benefits during their first five (5) years of employment. They would become eligible on the first open enrollment period after their fifth (5<sup>th</sup>) anniversary date.

## ARTICLE 15

### PAID LEAVES OF ABSENCE

(15.1) The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said employee. The employee will have ten (10) days from receipt of the written statement in which to bring to the attention of the Employer any alleged error in the stated amount of sick leave credit. In the absence of a timely notification by the employee, the Employer's records shall be considered conclusive.

(15.2) Sick leave shall accrue as follows:

#### ***Bus Drivers***

Each bargaining unit member in the bus driver classification shall earn one (1) day of sick leave for each month (or major portion of a month) worked, with a maximum accumulation of sixty (60) days.

(a) Bus drivers who have reached maximum accumulation, and who have not utilized their allotment of sick days in a given school year, shall be paid fifty-five percent (55%) of their current rate of pay for every day in excess of the maximum.

(b) Any bus driver employee who retires from the Harper Creek Community School District, and is eligible in accordance with the Michigan Public School Employees Retirement System, or in the case of death, shall be eligible for payment of fifty-five percent (55%) of the accumulated sick leave at the employee's prevailing rate.

## **Bus Mechanics**

(a) Each bargaining unit member in the bus mechanic classification shall be credited with seven (7) sick leave days per year, cumulative to fifteen (15) days. Bargaining unit members who, as of June 30, 1986, had accumulated in excess of fifteen (15) sick days in their own personal sick leave banks, shall be entitled to retain those days. Bus mechanics who have reached maximum accumulation, and who have not utilized their allotment of sick days in a given school year, shall be paid seventy-five percent (75%) of their daily rate for every day in excess of the maximum. (Example: A bargaining unit member ends the year with fifteen [15] accumulated sick days, plus four [4] unused days from that year's sick leave accumulation. The bargaining unit member will be paid at seventy-five [75%] of his/her normal daily rate for the four [4] unutilized sick days).

(b) Any bus mechanic bargaining unit member who retires from the Harper Creek Community School District, and is eligible in accordance with the Michigan Public School Employees Retirement System, or in the case of death, shall be eligible for payment of one-half (1/2) of the accumulated sick leave at the employee's prevailing rate.

(15.3) Utilization of sick leave shall be subject to the following conditions:

(a) The employee may use all or any portion of his/her sick leave to recover from his/her own illness, a spouse or dependent children living in same household.

(b) The eligible employee may use his leave for the purpose of attending to illness of an immediate family member as defined in the provisions of the Family and Medical Leave Act.

(c) The District may require medical documentation concerning the health of an employee if the District suspects such leave is being abused based on the employee's excessive absenteeism or a pattern of absenteeism. The required documentation will be provided by the employee at their expense.

(15.4) Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall be charged against the employee's sick leave days, provided that the Employer shall pay such employee the difference between his normal compensation and benefits received under the Michigan Worker's Compensation Act, deductible from the bargaining unit member's accumulated sick leave.

(15.5) If the bargaining unit member has initiated a claim for Worker's Compensation, but the validity of the claim has not been determined, or benefits have not commenced, the employee may use sick leave accumulated if the employee is medically unable to report for work. However, if and when Worker's Compensation benefits are received, the employee shall reimburse the School District for any sick leave payments received during the benefit period. Said reimbursement shall be made immediately upon receipt of any Worker's Compensation benefits by the employee. Upon such payment to the District, sick leave so utilized shall be reinstated to the employee's personal leave accumulation.

**(15.6) Funeral/Bereavement Leave**

(a) The employee shall be granted three (3) paid leave days, and with notification, can use a maximum of five (5) days per death in the immediate family. "Immediate Family" shall be defined, for purposes of this section, as spouse, significant other, child, parent, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother, sister, any legal dependents, and anyone living in the same household.

(b) The employee shall be granted one (1) day paid leave per death for other relatives. "Other Relatives" shall be defined as aunt, uncle, cousin, nephew, niece, brother-in-law, sister-in-law, or person to whom the employee was engaged to marry.

(c) Additional leave may be granted in special cases, such as for travel time. This time shall be granted without pay, only by approval of the Employer, unless the employee elects to use sick leave time for the aforementioned. Should a holiday fall during a bereavement leave, it will not extend the bereavement leave allowed.

(d) Unused funeral/bereavement leave shall not be cumulative.

(e) For a funeral involving a present or former employee, or where the employee serves as a pallbearer, the bargaining unit member will be allowed up to four (4) hours to attend. The bargaining unit member, in such circumstances, will make up lost time with an equal amount of compensatory time, or elect to utilize unused sick leave. The Employer reserves the right to limit the number of bargaining unit members absent under this provision on a given day.

**(15.7) Personal Business Leave**

(a) At the beginning of every school year, bus drivers shall be credited with one (1) personal business leave day. Full-time bus mechanics shall be credited with two (2) personal business leave days.

(b) Such days are to be used for conducting business that the employee cannot arrange to conduct other than during work hours.

(c) A bargaining unit member planning to utilize a personal business day or days shall notify his supervisor at least two (2) days in advance, except in cases of emergency.

(d) A personal business leave shall not be granted on the opening or closing days of school, nor on the day prior to or following a holiday or vacation, unless an emergency exists and utilization is approved by the bargaining unit member's immediate supervisor.

(e) Personal business leave shall be available for the practice of individual religious preferences.

(f) At the end of each contract year, all unused personal business leave days shall be credited to the employee's accumulated sick leave.

(g) The Employer reserves the right to limit the number of bargaining unit members absent under this provision on a given day to no more than ten percent (10%) in a category, provided that the category has five (5) or more members.

**(15.8) *Jury Duty and Subpoenas***

Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be paid his full compensation for such time, provided the employee shall remit all witness and juror fees (excluding meals and mileage and expenses) to the Employer upon return to work. Subpoenas issued in conjunction with litigation between the Union and the Employer will be exempted from this section. Employees concluding jury duty or required court service prior to the end of the work day are required to return to work, unless otherwise authorized by the employee's supervisor.

**(15.9) *Holidays/Vacations***

(a) Employees will receive their regular daily pay, exclusive of any overtime, additional time, sub pay or other income generated from special circumstances, for days indicated as "paid holidays" in paragraph (b).

(b) The following holidays shall be considered as paid holidays:

Labor Day	1 day
Thanksgiving	2 days (day after)
Christmas	2 days (day before)
New Year's	2 days (day before)
Good Friday	1 day
Memorial Day	1 day

In addition to the above, the following shall be considered as paid holidays for full-time bus mechanics:

Fourth of July	1 day
Christmas	1 day (day after)

(c) When a holiday is observed by the Employer during a bargaining unit member's scheduled vacation, the holiday will not be considered as a vacation day. Any bus driver employee in the Transportation classification working a bid run during the summer months, shall receive one (1) paid holiday for July 4<sup>th</sup>.

(d) If holiday falls on a Saturday or a Sunday, the Friday before or the Monday after shall be observed as the holiday, as determined by the Employer, unless otherwise required by law.

(e) In order to receive holiday pay, a bargaining unit member must work their entire shift before the holiday, and their entire shift the first regularly scheduled work day after the holiday. The only exception will be illness verified by a doctor's statement.

### **Vacation**

(a) Full-time bus mechanics shall earn annual vacation time, with pay, according to the following schedule:

1-4 years of service	10 days
5-15 years of service	15 days
16 years of service	16 days
17 years of service	17 days
18 years of service	18 days
19 years of service	19 days
20 years of service	20 days

(b) All vacation days must be taken within the year earned.

(c) Vacation days shall not be unreasonably denied.

## ARTICLE 16

### UNPAID LEAVES OF ABSENCE

(16.1) A leave of absence is a written authorized absence from work without pay. A leave shall be granted, denied or extended at the sole discretion of the Employer (except where leave is required to be granted to an employee eligible under the Family and Medical Leave Act), upon written request for such leave by the employee, who shall state the reason for the leave and its requested duration. Only employees who have one (1) or more years of seniority may be granted an unpaid leave of absence.

(16.2) Any extension requests shall be submitted in writing to the Employer, prior to the expiration of the time of the original leave period.

(16.3) Leaves requested due to illness or disability must be accompanied by a medical certification that the employee is unable to work, and the physiological and/or psychological reason(s) therefore, medical statements shall be by a medical doctor (MD) or a doctor of osteopathy (DO). The Employer shall have the right to independent medical verification at the time of the leave request, and/or before the employee is permitted to return to work (at the Employer's expense), or may first allow such verification from the employee's physician prior to deciding whether to seek a second opinion.

(a) Medical leaves may be extended for a period of time necessary for complete recovery, but not to exceed twelve (12) calendar months. Renewal of leave shall be at the discretion of the Board.

(b) Unpaid leave (other than medical) shall not exceed a total of three (3) calendar months, or the end of the school year, whichever comes first (unless an eligible employee qualifies for a longer leave period under the Family and Medical Leave Act). However, exceptions to this requirement may be jointly agreed upon by the Union and the Employer.

(c) All leave requests shall state the exact date on which the leave is requested to commence, and the exact date on which the employee is to return to work, subject to approval of the Employer.

(d) During an unpaid leave of absence:

- (1) The employee may not seek work elsewhere unless agreed to by the Employer.
- (2) The employee must take leave for the reason so stated on the application.

- (3) Employees shall not return to work prior to the expiration of said employee's leave unless otherwise agreed to by the Employer. The employee must submit written notification of return to work at least five (5) working days prior to the scheduled date of return.
- (4) Employees shall return to work from a leave on the date scheduled, but in no event later than three (3) days after the scheduled expiration date if an extension has been granted, in advance, by the Employer.
- (5) Failure to comply with 1-4 (above) may lead to disciplinary action, to and including loss of seniority and discharge, subject to the Grievance Procedure, except for probationary employees.

(16.4) Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. An employee may apply for a one (1) year extension of this leave. During said leaves, seniority shall continue to accumulate, but salary schedule experience credit shall remain frozen.

(16.5) Upon return to work from a leave of absence, such employee shall be re-employed in the seniority classification to which the employee was assigned at the time leave was taken and at the prevailing rate of pay for that job, subject to all provisions of the Agreement.

(16.6) Compliance with the above standards shall be regarded by the parties as restoration to an equivalent position, for purposes of the Family and Medical Leave Act.

(16.7) To the extent required by the Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and the other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. The District reserves the right to require that employees substitute paid sick leave for FMLA leave, such that any FMLA leave and sick leave run concurrently instead of consecutively.

## **ARTICLE 17**

### **CONTINUING EDUCATION**

(17.1) Employees who are required to take specific high school or post-secondary courses or job related training, shall be fully reimbursed for cost of registration/tuition, books, lodging, mileage, and other costs incurred. Mileage will be paid at the IRS standard in effect at that time.

(17.2) Employees participating in Adult Education Programs or earning high school level or college level credits shall be eligible to receive reimbursement from the Employer for full tuition, cost of books and other required materials if given prior approval by the Central Administration Office, and upon submission of written notice of course completion with a passing grade of "C" or above. It is understood that reimbursement will only be made for courses which maintain or improve skills required in the member's current employment, or meet the requirements imposed by statute, administrative regulation and/or this Agreement for the member's retention of a position in his seniority classification.

(17.3) All training, in-service or state required training shall be paid at the employee's hourly wage rate for time spent in such training. If the training program is not conducted on a School District site, or in a School District facility, the District will provide either transportation to the site or facility of training, or mileage at the IRS standard rate as reimbursement for use of a personal vehicle to travel to and from the site or facility. Employer will have the right to approve location of any training outside the District.

## **ARTICLE 18**

### **SCHOOL CLOSING**

(18.1) When the Employer determines to close school(s), reasonable efforts shall be made to make such public announcements prior to 6:30 a.m.

(18.2) Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled to ensure that there are a minimum number of days of student instruction as prescribed by Michigan law. Bus mechanics are required to report to work as regularly scheduled on such days, unless otherwise excused by the immediate supervisor. Bus mechanics unable to report due to conditions of inclement weather, shall suffer no loss of pay or benefits up to two (2) hours. All time lost after two (2) hours shall be made up, or the employee will not be paid.



(18.3) "School Year" employees who are not required to work on such days shall be excused from reporting and shall be paid at their regular daily rate of pay. Drivers shall receive pay for up to two (2) snow days each school year that school is cancelled and not made up, additional snow days shall be paid when made up.

(18.4) In the event that bus runs are delayed due to fog, ice, snow, or other inclement weather conditions, the Administration shall telephone a designated person in the Transportation Department by 6:00 a.m. to advise him of the delay.

## **ARTICLE 19**

### **RESIGNATION**

(19.1) An employee desiring to resign shall submit a resignation, in writing, to the Administration Office at least fifteen (15) working days prior to the effective date of the resignation unless new employment requirements prohibit, in which case at least ten (10) working days prior to the effective date of the resignation.

(19.2) Any employee who discontinues his services, in accordance with the above section, does not forfeit his right to all severance payments required by this Agreement.

## **ARTICLE 20**

### **SPECIAL CONFERENCES**

(20.1) Representatives of the Employer and the Union, by mutual agreement, may meet from time to time for the purpose of reviewing the administration of the contract, or any other subject which shares a community of interest, and to resolve problems which may arise. The meetings shall not occur more frequently than one (1) work day in a one (1) month period. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering the topics to be discussed.

(20.2) There shall be three (3) copies of any final agreement. One (1) copy shall be retained by the Employer and two (2) by the Union.

## **ARTICLE 21**

### **WORK RULES**

(21.1) The Employer retains the right to promulgate and uniformly enforce work rules that do not conflict with the express terms of this Agreement.

(21.2) New work rules shall be given to the Union Representative or his (designee) at least thirty (30) calendar days prior to the effective date of the work rule to be established. The Union may, during the above time frame, either request a meeting for clarification of the rule, or in the alternative, grieve its reasonableness. If there is not action taken in accordance with the above time frame, then the rule shall become effective after satisfying a ten (10) calendar day posting requirement.

(21.3) Upon the execution of this Agreement, all bargaining unit members shall be given a copy of existing work rules. Newly hired employees shall be given a copy on or before completion of their probationary period.

## **ARTICLE 22**

### **BARGAINING UNIT WORK**

(22.1) Employees of the Employer not covered by this Agreement shall not perform work within the bargaining unit except in cases of training, experimentation, or in cases of documented emergencies. This does not limit the Employer's rights under PA 112.

(22.2) The Employer shall be allowed to secure the services, as needed, of substitute employees. Such employees shall be used for the purpose of replacing personnel on sick leave, leave of absence, or vacations. Substitute employees shall be paid at a rate not to exceed the probationary rate of the position he replaces. Substitute employees shall accrue no rights under this Agreement. Substitutes may not be used when other bargaining unit employees are available to fill the vacancy.

## **ARTICLE 23**

### **SCOPE, WAIVER, AND ALTERATION OF AGREEMENT**

(23.1) This Agreement shall be binding upon the parties hereto. No agreement, alteration, understanding, variation, waiver or modification of any of the terms and conditions contained herein shall be made by any employee or groups of employees with the Employer.

(23.2) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

(23.3) If any provision 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 provision 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 for the purpose of arriving at a mutually satisfactory replacement for such provision if not prohibited by law.

## **ARTICLE 24**

### **TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until midnight June 30, 2008. It may be extended by the written agreement of the parties. If either party desires to renegotiate this Agreement, it shall give the other party written notice to that effect not less than sixty (60), nor more than ninety (90) days prior to June 30, 2008.

**SCHEDULE "A"**  
**WORK SCHEDULES**

***Bus Drivers***

**(1) *Regular Hours***

The regular hours of work shall be Monday through Friday, based upon the regular routes established by the Employer. Each route shall be paid a minimum of one (1) hour, plus an extra fifteen (15) minutes for morning, afternoon, and noon runs, for the performance of responsibilities, including: fueling the bus, cleaning the inside of the bus, completing checklist and pre-trip, cleaning windshield, rear windows and mirrors.

(a) A driver may request that administration and steward ride his/her bus to check the allotted run time once a semester, if there is disagreement as to the amount of allotted time. A driver may request a check of his allotted run time if the number of stops increases by four (4) or more on his run.

(b) Employees shall be paid at the regular rate per hour for all time required for attending meetings called or scheduled by the Employer, unless otherwise specified in this Agreement.

(c) Employees shall be paid at the regular rate per hour for extra time during their regular run in excess of fifteen (15) minutes.

(d) Any employee scheduled or reporting for a field trip (defined as any scheduled bus trip other than a regularly scheduled morning, noon or afternoon run) shall be paid for a minimum of two (2) hours at the regular field trip rate of pay.

**(2) *Regularly Scheduled Routes***

(a) A run shall be a regularly scheduled morning and afternoon run (in proper cases, exceptions may be made) or noon runs as established by the Employer during the academic school year. The administration reserves the right to consolidate, reschedule, reroute and temporarily reassign any bus runs on special days (i.e., parent/teacher conferences, exam days and other programs) or variances in the school calendar between Harper Creek and other School Districts.

(b) When the actual time driven on any run exceeds one (1) hour, the driver will be paid for actual time worked. In the event that a driver waives his opportunity to drive a rescheduled run, he will receive no pay and will be marked off the appropriate seniority list, missing his turn in rotation.

(c) A meeting shall be held at least one (1) week prior to the start of school, at which time the bus routes shall be posted setting forth the anticipated times. Letters will be mailed two (2) weeks prior to the meeting to employees informing them of the meeting date.

(d) All routes shall be awarded on basis of seniority. An a.m. and p.m. corresponding route are defined as "one (1) route".

(e) Drivers are limited to one (1) noon run.

(f) The Employer shall notify the co-stewards and employees on extended leave of all postings.

**(1.1) Extra Runs**

(a) Extra runs are defined as any run posted other than regularly scheduled morning, noon, and afternoon runs.

**(3) Driver Shortage**

(a) When there is a shortage of drivers and the need arises to consolidate runs, drivers driving the runs will each be paid for half of the time of the eliminated run time, either for high school/junior high, elementary, or both.

(b) On the first (1<sup>st</sup>) day a driver is absent from work with two (2) hours notice, an available driver first, and then a sub will be offered an opportunity to drive that route. All routes will be driven by a regular driver covered by this Agreement who is not assigned to a permanent route with overlapping time. If a regular driver who is not assigned to a permanent route is not available, then a substitute driver may be used, and will be assigned to said route until the regular driver returns.

**(4) Route Changes**

In the event a route becomes split, changed or discontinued after the beginning of the school year, the following will apply:

(a) A route shall be considered changed where the established time is increased or decreased by an accumulative total of fifteen (15) minutes or more.

(b) In the event a route is decreased by a total of fifteen (15) minutes or more, the driver on the route shall have the right to bump a less senior driver.

(c) In the event a route is increased by a total of fifteen (15) minutes or more, it shall be posted and awarded to the most senior driver indicating a desire to bump on the above-mentioned route. The displaced driver shall have the right to bump a less senior driver.

(d) Any change of bus runs (with an accumulative total of fifteen [15] minutes or more on any route) shall be subject to a special conference at least one (1) week prior to the change being made.

(5) ***Route Vacancies***

After the beginning of the school year, or anytime during the school year when a route is vacant, a driver may request to drive the run either with or without students on the bus, without loss of pay, with administration approval.

(6) ***Field Trips***

(a) The Employer shall post all field trips and extra runs at least three (3) working days in advance, and assign two (2) days in advance whenever possible, except in cases where the Employer is unable to give such advance notice. All field trips will be posted with a start time and anticipated return time. All field trips minimum of two (2) hours, including drop offs or one-way trips, and will be awarded on the basis of seniority rotation. If a trip remains available due to all drivers either refusing or having already been awarded a trip for that day, it shall be offered, by seniority, to any driver wanting a second trip. Said driver shall be marked off rotation for both trips. If still available, it may be offered to a probationary employee who has completed at least thirty (30) driving days, and the Employer thinks has enough time/experience. If trip is still available, the least senior driver shall be assigned, but not charged off rotation.

(b) In the event a kindergarten field trip eliminates a regular noon kindergarten route, the driver of that route will be offered the field trip run first.

(c) Any field trip assigned on the same day as trip, will be assigned by the seniority rotation list. Drivers refusing a same day trip will not be charged. Only the driver(s) accepting the assignment will be charged. Trips having two (2) hours or less notice will be assigned by seniority from among the available drivers. The same rules apply for charging as above. Drivers required to take an emergency trip will receive a ten dollar (\$10.00) late call stipend.

(d) Whenever school vehicles are used for transporting equipment needed to support student activities or performances, the vehicle shall be driven by a certified bus driver, selected according to the seniority list for field trips. It shall be mandatory that the driver help load and unload the vehicle. This paragraph excludes athletic vans.

(e) When a field trip is cancelled, the driver will have the option of two (2) hours minimum pay, or the next available field trip. If a driver arrives prior to being notified of trip cancellation, the driver shall receive two (2) hours pay at their current rate of pay, not the field rate of pay, and be offered the next available trip. Weather related cancellations are excluded from this provision, except for trips in progress. If the driver cancels out of a trip more than two (2) times per year, that driver will be checked off the rotation list for the next field trip posting. Documented emergencies are excluded. If a sub driver has been hired to cover the driver's regular run, the driver cannot bump back into their run.

(f) With administration approval, a driver could have the option of taking another driver on a field trip if the field trip is longer than twelve (12) hours. The additional driver(s) would be assigned by the normal procedure for awarding field trips, and would be paid at the regular field trip rate. The Employer shall have the right to make assignments of this nature according to the foregoing procedures.

(g) Trailered equipment trips will be filled according to a master seniority rotation list. When drivers refuse trailered equipment trips, they will not be marked off the rotation list.

**(7) Noon Runs**

(a) Noon runs created by the absence of the regular driver who may be on leave, will be assigned on the first (1<sup>st</sup>) day the vacancy occurs, in accordance with the seniority provisions of this Agreement, to the next senior driver who does not have a regular noon run assignment, and is willing to take the run. In the event there are no available regular drivers, then a substitute will be used to fill the vacancy until the regular assigned driver returns. When it becomes known that the regular driver will not return, the run will be posted in accordance with the bidding procedure. Subs will be entitled to all rights enjoyed by the regular driver during this time.

(b) When a bid sheet is posted for extra work, the time will stand as posted, and anyone having a run will not be allowed to run the route if it would overlap his regular/noon run/route. If it does overlap, then it would go to the next senior driver who agrees and does not have an overlap on their regular/noon run/route.

**(8) Summer Runs**

(a) Summer runs and driving shall be posted and shall be awarded by seniority.

(b) Field trips shall be awarded by continuous rotation, drivers not interested in summer field trips must notify their supervisor prior to the end of each school year.

(9) **Legal Requirements**

The District shall compensate employees for training and testing required by statute at the current rate of pay. This training and testing shall include:

(a) Attendance at the entry level school bus safety course required by Section 51 of the Pupil Transportation Act.

(b) Attendance at mandatory continuing education courses required by Section 51 of the Pupil Transportation Act.

(c) Attendance at any mandatory on-road testing required by the Pupil Transportation Act.

(d) Any training mandated by the District, paid at current hourly wage.

(e) All drivers shall be paid for time required, up to two (2) hours, at current rate of pay for all drug and alcohol testing.

(10) The District further agrees to reimburse each employee for the cost of the following licenses, upon presentation of proof of payment by the driver:

(a) Commercial driver's license;

(b) Appropriate vehicle group designation;

(c) Passenger vehicle endorsement.

Any Driver who resigns from the District within one (1) year of his date of hire, shall have deducted from his final check a pro-rated share of the cost of the CDL, based upon the number of years remaining on said license. This provision shall not be applicable if the driver is laid off or retires.

(11) **Physical Examinations**

Employees shall submit to physical examinations as may be required by law for the driving of a school bus. The District agrees to pay for such physical examinations if the employee is examined by a doctor of the Employer's choosing. Be it understood that any employee who chooses to obtain a second physical examination at a doctor of their choice will pay, if results of the findings are the same. Should the results be different, the Employer will pay.



## ***Bus Mechanics***

Work schedules showing the employees' shifts, work days, and hours shall be posted in each building at all times. Except for emergency situations, the work schedule of an employee shall not be changed absent mutual agreement between the Employer and the employee. This shall not prevent the Employer from altering the starting time of a shift by up to one (1) hour.

### **(a) *Regular Hours***

The regular hours of work each day shall be consecutive, except that they may be interrupted by a lunch period.

### **(b) *Work Week***

The work week shall consist of five (5) consecutive eight (8) hour days, from 10:00 p.m. Sunday to Friday, inclusive, except that a third shift in the high school shall be five (5) consecutive eight (8) hour days, beginning Monday evening and ending with the shift that begins Friday evening.

### **(c) *Work Day***

Eight (8) consecutive hours within the twenty-four (24) hour period beginning at 10:00 p.m., shall constitute the regular work day.

### **(d) *Work Shifts***

Eight (8) consecutive hours of work, interrupted by a lunch period, shall constitute a work shift. Employees shall be scheduled to a work shift, and each shift shall have a regular starting time and quitting time. Generally, employees shall work 7:00 a.m. to 3:30 p.m., 3:00 p.m. to 11:30 p.m., or 11:00 p.m. to 7:30 a.m.

### **(e) *Shift Differential***

For the purpose of calculating the shift differential pay listed in Schedule "B", the following hours of work shall be established:

- (1) The second shift shall be any shift that starts on or after 2:00 p.m., but before 7:00 p.m.

(f) **Call Time**

Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two (2) hours at the overtime rate. If the call time work assignment and the employee's shift overlap, the employee shall be paid the call time rate until the completion of the two (2) hours of work. The employee shall then be paid for the balance of the regular work shift at the appropriate rate.

Overtime for over two (2) hours shall have a paid fifteen (15) minute break period.

Employees working overtime may take an unpaid meal period of up to thirty (30) minutes during four (4) hours or more of overtime work.

(g) **Reporting Time**

Any employee who is scheduled to report for work, and who presents himself for work as scheduled, shall be assigned to at least four (4) hours work on the job for which he was scheduled to report. If work on the job is not available, the employee shall be excused from duty and paid at his regular rate of four (4) hours work at the appropriate rate, straight time or overtime, whichever is applicable.

When any employee reports for and starts work as scheduled, and is excused from duty before completing one-half ( $\frac{1}{2}$ ) of the employee's normally scheduled shift, the employee shall be paid at his regular rate for one-half ( $\frac{1}{2}$ ) of the employee's normally scheduled shift, straight time or overtime, whichever is applicable.

(h) **Work Shift Absence**

An employee working the first shift who is going to be absent must call in at least one (1) hour prior to the start of his work day.

An employee working the second or third shift who is going to be absent must call in at least two (2) hours prior to the start of his/her shift.

The District shall publish a telephone number for the employees to use for the above purpose. An employee is expected to follow this procedure except in the case of unusual circumstances.

(i) **Meal Periods**

Employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift, to be thirty (30) minutes unpaid and uninterrupted each day. Exceptions will be made only in cases of emergency. Employees working at a location away from the Maintenance Center will have no travel time in connection with lunch breaks.

(j) **Break Periods**

Two (2) fifteen (15) minute break periods during the eight (8) hour work day shall be provided. One break will be taken mid-morning, and one will be taken mid-afternoon. Breaks may not be continuous to lunch breaks. Breaks may not be taken "back-to-back".

## SCHEDULE "B"

### WAGES

All wage and benefit revisions will be retroactive to July 1, 2006.

#### **Bus Drivers**

	<b>2006-2007</b>	<b>2007-2008</b>
Training	\$10.40	\$10.50
Probationary (substitutes)	\$12.64	\$12.77
Professional (regular part-time)	\$14.00	\$14.14

#### **Longevity**

<b>4-9 Years</b>	\$400.00
<b>10-14 Years</b>	\$450.00
<b>15 Years and Over</b>	\$500.00

(1) **Other Compensation**

(a) **Field Trip Rate:**

<b>July 1, 2006</b>	<b>\$11.65</b>
<b>July 1, 2007</b>	<b>\$11.70</b>

(b) **Bus Washing:** \$8.00 per bus

(c) **Jackets:**

All drivers will receive their choice of one (1) winter or spring jacket every two (2) years. It will be the driver's responsibility to clean and maintain the jackets. All old jackets may be kept by drivers, with the condition that they not be given to others. Drivers will be required to wear jackets while driving a school bus, weather permitting.

(2) After completion of the probationary period, an employee shall be placed on the Salary Schedule for his/her respective category. However, the employee's original date of hire shall cover eligibility for subsequent increment advancement.

(3) When any position not listed in the above Wage Schedules is established by the Employer, the Employer may designate and implement a job classification/category and a rate structure for the position. If the Union disagrees with the rate structure, the rate shall be subject to negotiations.

**Bus Mechanics**

**Mechanic I**

<b>Step</b>	<b>2006-2007</b>	<b>2007-2008</b>
Probation	\$8.98	\$9.07
1	\$9.81	\$9.91
2	\$10.38	\$10.48
3	\$10.96	\$11.07
4	\$12.14	\$12.26

**Mech. I+20 Hrs/Cert.\***

<b>Step</b>	<b>2006-2007</b>	<b>2007-2008</b>
Probation	\$9.29	\$9.38
1	\$10.08	\$10.18
2	\$10.67	\$10.78
3	\$11.24	\$11.35
4	\$14.00	\$14.14

For the Mechanic I classification, twenty cents (\$.20) per hour off schedule premium will be paid for all hours worked during the term of this Agreement.

**Mech. II\***

<b>Step</b>	<b>2006-2007</b>	<b>2007-2008</b>
Probation	\$12.20	\$12.32
1	\$12.98	\$13.11
2	\$13.55	\$13.69
3	\$14.17	\$14.31
4	\$15.80	\$15.96

\* Twenty (20) hours of classes/training, or a certificate approved by the administration and supervisor, obtained after employment, that improves the employee's job performance and value to the District.

When employee moves up in pay category, there will be no retroactivity of the increase in pay. The new pay begins on the date the administration approves the official confirmation from the educational institution. The administration will approve the confirmation within five (5) working days of receipts.

(a) The Employer shall supply three (3) uniforms (trouser and shirt) for new employees, and up to two (2) uniforms per year. Each employee will receive one pair (1) of work shoes each school year at a cost of no more than one hundred dollars (\$100.00). The Employer will select and order the shoes. The wearing of the shoes ordered will be mandatory.

(b) A shift differential shall be paid to all employees who work the second or third shifts as follows:

Second (2 <sup>nd</sup> ) shift	\$.15 per hour
Third (3 <sup>rd</sup> ) shift	\$.25 per hour

After completion of the probationary period, an employee shall be placed on Step 1 of the Salary Schedule for his respective category. However, the employee's original date of hire shall cover eligibility for subsequent increment advancement as outlined in this Schedule.

(c) Employees not at the top of the scale shall receive, at the end of the school year, for each year of this Agreement, two hundred fifty dollars (\$250.00).


Employees on the top of the scale shall receive, at the end of the school year, for each year of this Agreement, one thousand dollars (\$1,000.00).


(d) Any employee, with prior approval of the superintendent or designee, who successfully (passing score, if given) completes a course or certification, shall receive a wage increase of thirty-five cents (\$.35) per hour.

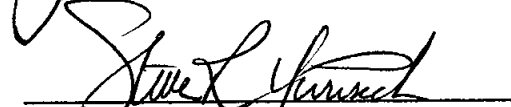
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

**HARPER CREEK COMMUNITY  
SCHOOLS  
BOARD OF EDUCATION**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 547, AFL-CIO**

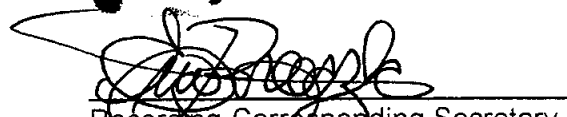
  
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John Severson  
Superintendent

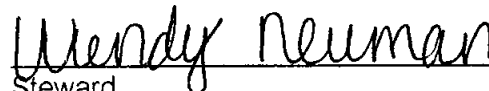
  
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Business Manager

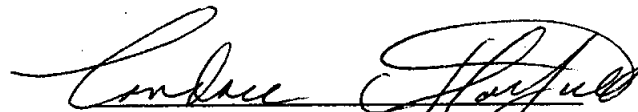
  
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Steve L. Yarnall  
President


  
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