

AGREEMENT

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06/30/2007

Between The

**MT. PLEASANT TRANSPORTATION ASSOCIATION/
MICHIGAN EDUCATION ASSOCIATION/
NATIONAL EDUCATION ASSOCIATION**

And The

MT. PLEASANT BOARD OF EDUCATION

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ARTICLE 1
PURPOSE AND INTENT

- A. The Board recognizes the Mt. Pleasant Transportation Association/MEA/NEA as the sole and exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and terms and conditions of employment for the term of this contract for the following personnel: all regularly employed full-time and part-time bus drivers. Such representation shall not cover positions which are principally supervisory and administrative.
- B. All personnel represented by the Association in the above defined bargaining unit shall hereinafter be referred to as "bargaining unit members."
- C. The Board agrees not to negotiate with anyone other than the Association for the duration of this Agreement.
- D. The parties recognize that the best interest of the community, safety and well-being of students are paramount, and depend upon the care and diligence of all employees, and that the job security of the employees will depend upon the employer's and the employee's success in rendering quality service to the community which they serve. It is also recognized that in order to achieve this purpose, the employer and employee have certain responsibilities.

To these ends, the employer encourages the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2
QUALIFICATIONS FOR EMPLOYMENT

- A. To qualify for permanent employment on the transportation staff, an individual must:
 - 1. Have obtained a high school diploma or equivalency.
 - 2. Be at least 18 years of age.
 - 3. Have aptitudes and satisfactory work experience to fit demands of the position for which you are applying.
 - 4. File a written application.
 - 5. Present, on forms provided by the school district, a certificate of physical fitness based on an examination by a physician approved by the district, the cost of which shall be paid by the employer.

6. Have successfully obtained all credentials and certifications required by the State of Michigan to lawfully operate school district vehicles.
 7. Be in complete compliance with the Standards for School Bus Drivers as published by the Department of Education in Bulletin No. 431 titled "Michigan Public Transportation Handbook", Chapter III, revised January 1975, such as but not limited to completion of driver competency tests, five years experience driving automobiles, adequate instruction and training, etc.
- B. No person shall be employed without meeting all the above qualifications for employment. If an employee falsifies any of the above, he or she may be subject to disciplinary action or dismissal.
- C. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

ARTICLE 3

BASIC JOB DESCRIPTION

The goal of the position of bus driver with the Mt. Pleasant Schools is to provide safe and efficient transportation so that students may enjoy the fullest possible advantage from the district's curriculum and extracurricular program.

ARTICLE 4

WORKING RULES AND REGULATIONS

- A. In the event an employee has concerns regarding working conditions, it is recommended that employees seek assistance from their immediate supervisor and the Association before contacting the Central Office.
- B. The use of tobacco is prohibited on school buses and all school property.
- C. Vehicle maintenance is the individual driver's responsibility; also maintaining his/her vehicle in a clean and orderly condition (i.e., sweeping, washing). Also, each driver shall be required to schedule his/her vehicle for regular preventative maintenance checks and servicing (grease jobs, oil changes, etc.). In addition to regular driving pay, each driver will receive two (2) additional hours of pay for

keeping his/her assigned vehicle clean and maintained per pay period during the work year.

- D. The school district will provide and maintain a washer for cleaning of buses.
- E. Working hours may vary. Occasionally, drivers may be required to start work earlier due to inclement weather or other unique circumstances. In any event, the supervisor shall notify drivers of any changes in the work schedule as soon as possible. Scheduled half (1/2) days known at least three weeks in advance of their occurrence will have all driving assignment work covered by the regular driver, unless leave from the assignment has been requested and granted in advance. Drivers are expected to arrange their personal appointment schedules to accommodate the need to have the work schedule covered by the regular driver. Without three weeks advance approval, all hours missed will be charged if personal or merit time is used.
- F. The work week shall begin on Sunday at 12:01 a.m. and shall end on Saturday at 12:00 midnight. Drivers' regular work week shall be Monday morning through Friday afternoon. Occasionally drivers may drive extra trips on Saturdays or Sundays.
- G. *By September 30*, it shall be the responsibility of every driver to submit to the supervisor an accurate map depicting the specific routes their respective buses cover. The map shall state: 1) the starting place and time. 2) 15 minute intervals and 3) each stop on the route. All routes must include a separate sheet with addresses and home phone numbers. These maps shall be updated as changes occur.

In the event drivers are required to prepare maps that include additional or more extensive information, drivers shall be compensated at their hourly rate for the time required to prepare such maps up to a maximum of four hours. Drivers with only an A.M. or P.M. route shall receive a maximum of two (2) hours of pay.

- H. Punctual and regular attendance is expected of everyone and because of the importance of the position, it is essential that drivers are as punctual as possible. Delivery of the students to all respective schools on time is the driver's responsibility. If a driver is unable to drive his/her route, the Transportation Supervisor shall be notified at least one hour prior to the starting time of the route.
- I. All employees will be required to take a basic physical examination as required by law. The actual cost of the physical shall be paid for by the Board of Education but not to exceed the cost of the Board-approved doctor. The Board of Education may require a physical on a more frequent basis.

- J. The Board of Education shall pay for all licenses, tests, and any other fees required to obtain a license to drive a school bus. If any driver is required to retake a test because of failure to pass, the driver must pay any additional cost.
- K. Transportation employees will be required to attend up to three district sponsored in-service programs/meetings per school year. Employees shall be given at least ten (10) work days notice of such in-service programs/meetings. Employees shall be reimbursed at their current wage rate for attendance at in-service programs/meetings.
- L. Drivers shall be given priority for substituting during the times they do not have regularly scheduled runs provided they notify the Transportation Supervisor in writing and that the additional run does not result in overtime.

ARTICLE 5 **SENIORITY**

- A. New employees hired in the bargaining unit shall be considered as probationary employees for the first ninety (90) days of actual work of their continuous employment. A new employee is one who is assigned to a regular route as a bargaining unit member. Any time worked as a substitute bus driver will not count for seniority purposes or for completion of the probationary period.
- B. New employees will be placed on the seniority list and seniority shall be effective from the first day of work as a bargaining unit member. If two or more employees have the same first day of work, seniority shall be determined by a drawing of lots. A seniority list shall be furnished by the employer to the Association and a copy posted on the bulletin board by October 1, of each year. Any employee disagreeing with the seniority of any employee must notify the supervisor in writing within thirty (30) days of the first posting or the seniority for all employees as stated on the list shall be conclusively deemed accurate. The seniority as set forth on the list for any new employees hired thereafter shall be conclusively deemed accurate unless the supervisor is notified in writing within thirty (30) days of when the employee appears on the list. The supervisor must be notified in writing of any typographical or clerical errors within thirty (30) days of all subsequent postings in order for the correction to occur.
- C. An employee will lose his/her seniority for the following reasons:
 - 1. He/she resigns, retires, or abandons his job.
 - 2. He/she is discharged.

3. He/she does not return to work upon being recalled from layoff as provided under the recall procedure.
 4. He/she is reassigned or transferred to a non-bargaining unit position.
- D. Seniority shall continue to accrue while on a leave of absence or layoff.

ARTICLE 6 **VACANCIES**

A. Temporary Vacancies

1. A temporary vacancy shall be defined as a position that is created for a limited period of time or a position held by a member on a leave of absence.
2. A temporary vacancy of forty (40) school days or less need not be posted nor is there any requirement that the vacancy be filled in accordance with the procedure set forth in this article.
3. A temporary vacancy of more than forty (40) school days shall be filled in accordance with the procedure set forth in this article.
4. In the event a temporary vacancy is initially scheduled to be for a period of time less than forty (40) school days and is later found that it will be more than forty (40) school days, the temporary vacancy shall be filled in accordance with the procedure set forth in this article as soon as it becomes known that the vacancy will be vacant for more than forty (40) school days.
5. In the event a temporary vacancy is filled by a non-bargaining unit member, the vacancy shall be reposted for the following school year if it continues to be vacant.
6. A bargaining unit member who fills a temporary vacancy shall return to his/her regular position when the vacancy terminates.
7. A temporary vacancy of more than forty (40) days shall be filled by a bargaining unit member if it will result in the bargaining unit member working additional hours.

B. Permanent Vacancies

1. A permanent vacancy shall be defined as a newly created position or an existing position that is not filled. Morning, noon, and afternoon routes shall be posted when they become vacant.
2. Vacancies shall be posted and filled in the following order:
 - a. The vacant position shall be awarded to the most senior applicant. In the event there are no requests for transfers, laid off employees shall be recalled.
 - b. Positions shall be posted within seven (7) work days after a vacancy occurs.
 - c. Vacant positions shall be posted for a period of seven (7) work days during which time applications must be submitted in writing as per the instructions on the job posting. Employees who wish to receive job postings when school is not in session must notify the Assistant Superintendent for Personnel in writing.
 - d. Vacant positions shall be filled within seven (7) work days of the closing of the posting.
 - e. Noon runs will be considered separate from the regular route for posting and/or vacancy purposes.

C. The employee who fills a vacancy and/or is promoted shall be granted a seven (7) work day trial period to determine:

1. His/her ability to perform the job.
2. His/her desire to remain on the job.

D. If during the seven (7) work day trial period the employer believes the employee is not satisfactorily performing the job, the employee shall be returned to his/her former position. Notice and reasons shall be submitted to the employee in writing by the employer with a copy to the Association. If during the seven (7) work day trial period, the employee wishes to revert to his/her former duties, legitimate reasons shall be submitted to the employer in writing.

E. During the trial period, employees will receive the pay rate of the job they are performing.

- F. Anytime an employee transfers to a vacant position, the employee's former position will not be posted until the seven (7) work day trial period is completed.
- G. If at any time the applicant returns to his/her former position, the next seniored applicant will be offered the position. The seven (7) work day trial period will be repeated until the position is filled permanently.

ARTICLE 7
DISCIPLINE AND DISCHARGE

- A. Among the causes which shall be deemed sufficient for dismissal, suspension, or other disciplinary action of employees are the following, by way of illustration and not limitation: Being in possession of or under the influence of drugs or alcoholic beverages while working; found guilty of being under the influence of drugs or alcohol while operating a motor vehicle; dishonesty; insubordination; unsatisfactory work performance; unauthorized absence; abandoning job; violation of Board rules or policy; failing to maintain adequate discipline with regard to passengers; repeated tardiness or absenteeism; repeated minor accidents, revocation of bus driver license, or driving in an improper or unsafe manner while operating a school vehicle; violence; destruction of property; abuse of sick leave, or other leave days. No driver shall be disciplined, discharged, nor reduced in rank or compensation without just cause and progressive discipline. However, it is understood that it is not necessary for the district to follow progressive discipline in incidences involving serious infractions such as, but not limited to, intoxication while on duty or the performing of one's job in a way causing immediate threat to the health or welfare of students or other employees.
- B. During any meeting in which discipline may be imposed or which could lead to disciplinary action, the driver shall be offered representation unless such representation is waived in writing on a form mutually agreed upon by the Board and the Association.

If the driver waives his/her right to representation, the Association will be provided a copy of the waiver within five (5) work days. By waiving the right to representation, the driver shall in no way waive the right of the Association to pursue a resolution through the grievance process.

- C. Before disciplinary action (including a verbal warning) is taken against a driver, based on a complaint, the driver will be informed, in writing, of the name of the complainant and the specific charges being made. The specific charges shall include the date, time and location of the incident resulting in the complaint.

- D. If, as a result of a complaint, a student suffers a reprisal, the driver shall be subject to disciplinary action.
- E. A grievance regarding the discipline or discharge of a probationary employee shall be limited to procedural issues.
- F. Upon the discharge or discipline of any employee, the employer shall notify the employee of the reason for the action taken in writing with a copy submitted to the Association. The employer may immediately remove an employee from the premises in situations requiring immediate removal.
- G. Video camera equipment will not be used for the purpose of surveillance of the driver and/or the evaluation of the driver performance. Except in the case of substantial evidence of illegal activity, the driver shall be informed prior to any camera being placed on the bus.

ARTICLE 8
LAYOFF PROCEDURE

- A. Layoff shall be defined as a reduction in the number of bargaining unit positions or a reduction in hours of a bargaining unit member.
- B. No bargaining unit member shall be laid off unless the bargaining unit member shall have been notified of the layoff at least thirty (30) calendar days prior to the effective date of layoff. In the event of a necessary reduction in work force, the employer shall first give notice to the driver(s) whose run(s) are being eliminated. The driver shall have the right to bump a lesser seniored driver(s) to claim an equal amount of time. No new bus drivers will be employed by the Board of Education while there are laid off bargaining unit members.
- 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.

ARTICLE 9
RECALL PROCEDURE

- A. Laid off bargaining unit members shall be recalled in order of seniority, with the most seniored being recalled first to a vacant position in accordance with Article 6, B,2a.

- B. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to confirm his intent to work within five (5) calendar days from the date of receipt of notice of recall, he/she shall be considered a quit. Extension may be granted by the employer in appropriate cases.

ARTICLE 10

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the express terms of this Agreement or Board policies affecting wages, hours, or working conditions. "Days" shall refer to days on which drivers are required to work during the school year and shall refer to calendar days during the summer months, exclusive of Saturdays, Sundays and Holidays.
- B. An employee alleging a grievance must orally discuss the grievance with the Transportation Supervisor within ten (10) days of the occurrence of the condition giving rise to the grievance.
- C. If satisfactory resolution of the grievance is not obtained, the employee must submit a written grievance to the Transportation Supervisor within ten (10) days of the "oral" conference with the Transportation Supervisor. The written grievance shall be signed by the grievant and shall specifically state: who is affected; what happened, when it happened; what specific part(s) of the contract is alleged to have been violated; what specific remedy is requested. Should an employee fail to institute a grievance within the time limits specified, the time issue shall be a threshold issue to be decided by an arbitrator, if necessary.
- D. The Transportation Supervisor will meet with the grievant and the Association representative not later than ten (10) days following receipt of the written grievance. The Transportation Supervisor shall issue his/her disposition of the grievance in writing within seven (7) days of the meeting.
- E. If the decision of the Transportation Supervisor is unsatisfactory, the grievant must present the written grievance to the Superintendent of Schools or his/her designee within five (5) days of receipt of the decision of the Transportation Supervisor. The grievant must state the reason(s) why the decision of the Transportation Supervisor was unsatisfactory. The Superintendent or his/her designee shall meet with the grievant and an Association representative within fifteen (15) days from the date of his receipt of the grievance. The

Superintendent or his/her designee shall issue a decision in writing relative to the grievance within seven (7) days of the meeting.

- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration provided the Association mails a demand for arbitration to the American Arbitration Association and notifies the Board in writing of its demand for arbitration within ten (10) days after receipt of the Superintendent's disposition. An arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The party against which a decision is rendered shall pay the entire cost of the arbitrator and any and all filing fees. In the event there is no clear loser, the arbitrator costs and any and all filing fees shall be equally shared by the Board and the Association.
1. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article or section of this Agreement or Board policy affecting wages, hours or working conditions has been violated, and shall be subject, in all cases to the rights, responsibilities, and authority of the parties under the Michigan General School Laws and any other laws. The arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and this Agreement. The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding on all parties.
 2. The arbitrator shall have no power to change any practice not in violation with this contract, policy or rule of the Board not in violation of this contract, nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board not in violation of this contract.
 3. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 4. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
 5. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

6. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of a similar nature.
 7. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall have no power to issue an award resulting in financial liability to the Board for more than a total of seventy-five (75) work days on any grievance under any circumstances provided that each of the above timelines are cut in half by both the Board and the Association. The parties agree to select an arbitrator and hold a hearing as soon as possible.
- G. Times limits shall be strictly observed and may be extended only by mutual agreement in writing. Should an employee or the Association fail to appeal a decision within the time limits specified, all further proceedings on a previously instituted grievance shall be barred and the last written disposition of the grievance shall be deemed accepted but shall not constitute a precedent.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when the employee or participating Association representatives are to be on the job.

ARTICLE 11

LEAVES OF ABSENCE

- A. Leave of Absence With Pay. Drivers are entitled to a leave of absence with pay under the following conditions:

A leave of absence with pay of up to three (3) days will be granted in the event of the death of a member of the immediate family; namely, spouse, child, father, mother, grandfather, grandmother, grandchild, brother, sister, father-in-law, mother-in-law, sister-in-law, and brother-in-law. A leave of absence with pay will be granted in the event of the death of an aunt or uncle for the day of the funeral only.

1. An exception shall be made when the funeral is out of town beyond 200 miles, in which event an additional one day will be allowed for travel time.
2. Exceptions may be made by the Superintendent.

A leave of absence of one day with pay may be granted for the funeral of a person whose relationship to the bargaining unit member warrants such attendance if the bargaining unit member's own personal and merit time have been exhausted. Exception may be made by the Superintendent.

- B. Leave of Absence Without Pay for up to one year may be granted in cases of exceptional need. Leaves may be granted for such reasons as settlement of an estate, child rearing, etc., but not for the purpose of obtaining employment elsewhere. Seniority shall be continued during personal leave granted to the employee. The employee should check with the payroll department at the Central Office about maintaining the hospitalization and/or insurance coverage during this period. These leave requests are to be made to the Superintendent.
- C. In the event the leave of absence expires and the driver is unable to return to work, he/she may request an extension from the Superintendent or his/her designee.
- D. Upon return from any leave of absence, the driver shall return to the position he/she held prior to the leave, if it exists. In the event the position no longer exists or if the hours have been reduced, the driver may bump into the position held by the driver with less seniority so as to assume the number of hours he/she was scheduled to work prior to his/her leave.
- E. The District will adhere to the provisions of the Family Medical Leave Act. A bargaining unit member may gain access to this provision by contacting the Assistant Superintendent for Personnel.

ARTICLE 12 **MEDICAL DISPUTE**

In the event of a dispute involving any employee's physical ability to perform his/her assigned job and the employee is not satisfied with the determination of the designated physician of the employer, he/she may submit a report from a medical doctor of his choosing and at his/her own expense. If the dispute still exists, at the request of the employee, the designated physician of the employer and the employee's doctor shall agree upon a third doctor to submit a report to the School District and the employee, and the decision of such third party will be binding on the parties. The expense of the third party will be shared equally by the School District and the employee.

ARTICLE 13
JURY DUTY

An employee with seniority who serves on jury duty or as a subpoenaed witness, and is not a party to the action, will be paid the difference between his/her pay for jury duty or witness fee and his/her regular pay. An employee is expected to report for regular school district duty when temporarily excused from attendance at Court.

ARTICLE 14
PAYCHECKS

Bargaining unit members will receive a paycheck every two weeks. The bargaining unit member may choose 21 or 26 pays.

Deductions from the paycheck include State and Federal Income Tax, and Social Security Tax. The Board of Education shall also make available, through payroll deductions, contributions to credit union programs, annuity funds, health, medical, and life insurance programs, United Way funds, and/or other employee paid deductions.

ARTICLE 15
SICK LEAVE BENEFITS

- A. All regularly employed employees are entitled to sick leave time according to the following schedule. The accumulation rate for a given driving assignment shall be one day of equated route hours per month. Drivers assigned a Friday only noon route will be granted twelve (12) hours additional sick time for the school year. The maximum of accumulated route hours is 825.
- B. Employees on leave of absence without pay will not receive sick leave credit during such leave.
- C. Sick leave may be used by an employee who anticipates undergoing a state of disability such as, but not limited to, surgery, hospital confinement, medical treatment, pregnancy, etc., and in accordance with the following provisions:

1. Requests for sick leave under this provision shall be submitted to the Superintendent as soon as possible and practicable in advance of the absence.
 2. In no case shall sick leave days be awarded beyond those which the individual employee has accumulated. A driver may donate his/her accumulated sick leave to another driver who has exhausted his/her sick leave and whose absence extends beyond ten (10) consecutive work days. A driver may use no more than twenty-five (25) donated days worth of his/her equated hours per absence.
 3. Prior to returning to work, the employee must file with the Central Office, a statement of his/her physician certifying that the employee is physically capable of resuming his/her duties as prior to the leave of absence.
 4. Should any medical dispute arise regarding the aforementioned provisions, it shall be resolved as provided in Article 12.
 5. An employee may be granted an unpaid leave of absence for sick leave for up to one year. Seniority shall be continued during this leave. The employee shall apply to the Superintendent for an extended sick leave. An extension beyond one year may be approved by the Superintendent.
- D. Sick leave benefits are intended for the benefit of the individual employee. Should these benefits be suspected of misuse, the employer reserves the right to request a medical examination and/or a statement from a physician as proof of illness.
- E. Should any employee terminate his/her employment voluntarily and/or by request of the employer and before retirement, he/she shall forfeit all unused sick leave benefits accrued.
- F. Leave of absence chargeable to sick leave may be granted on a day-to-day basis up to a limit of five (5) days of equated route hours (using the hours as defined in Section A) per year, in the event of illness, injury, or hospitalization of a member of the employee's immediate family. Immediate family shall mean father, mother, step-parent, husband, wife, son, daughter, step-child, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, or grandchildren. Any days beyond five may be granted by the approval of the Superintendent.
- G. The Transportation Supervisor shall maintain a sick leave record of all employees. Therefore, it is imperative that each employee notify the immediate supervisor at the earliest opportunity when the employee will be off work because of illness.

- H. Drivers who use two or fewer sick leave days in a year shall be granted two merit days. The merit days shall not be counted as part of the regular leave days. The merit days may be used at the discretion of the driver with the following exception: Such days may not be used to extend a regularly scheduled vacation period unless approved by the Superintendent. Merit days may accumulate as merit days. Donated sick days for sick leave of another bargaining unit member will not negatively affect merit time calculations.
- I. At the beginning of every school year, each bargaining unit member shall be credited with two (2) days to be used for the bargaining unit member's personal business. The use of personal days shall be subject to the approval of the Superintendent, if the day requested is prior to or following a vacation. A bargaining unit member planning to use a personal day or days shall notify his/her supervisor at least one (1) day in advance, except in cases of emergency. Unused personal days shall accumulate as leave, up to four (4) days. At no time shall any member be credited with more than four (4) days. Unused personal days over four (4) days shall accumulate as sick leave.

Merit or personal days must be used before unpaid leave is granted.

ARTICLE 16 **WORK YEAR**

- A. Drivers shall be paid for runs worked on all scheduled student instruction days/hours. Drivers shall be paid their regular daily wage for the first two canceled days of instruction which are not legally required to be made up and for which the district receives state aid. For each cancelled day of instruction beyond the first two days not legally required to be made up, the driver's wage that he or she would have been paid for the cancelled day will be deducted in the pay period in which it occurred.
- B. If make-up of student instruction days is legally required or necessary for the school district to receive state aid, drivers shall work those make-up student instruction days and shall be paid their normal rate of pay for runs worked.
- C. The undersigned parties agree that prior to implementing a redistricting plan, single bus runs, or routes being extended past the hourly rate schedule as defined in Article 20 Section J, the parties shall negotiate the changes and the impact on bargaining unit members.
- D. In the event a driver receives unemployment or under-employment benefits during the school year associated with his/her regular driving assignment due to

canceled instruction days (as defined above), the driver will have his/her pay adjusted so that the un/under-employment benefits and pay are equal to no more than the driver's regular yearly wages had school not been canceled.

- E. The determination to cancel and/or reschedule any day(s) of instruction shall be the prerogative of the Board and shall not be grievable.

ARTICLE 17 **WORKER'S COMPENSATION**

- A. The employer provides Worker's Compensation Insurance coverage for all its employees as required by the laws of Michigan.
- B. An employee who is absent from work because of an injury or disease compensable under the Michigan Worker's Compensation Law, will receive from the employer the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the duration of the illness that can be chargeable against sick leave.
- C. All employee accidents incurred while on duty are to be reported immediately so that a written report on Worker's Compensation forms may be completed by the business office.

ARTICLE 18 **RETIREMENT**

All employees of the school district are covered under the Michigan Public School Employees Retirement System which is correlated with the Federal Social Security Program.

- A. The Mt. Pleasant School District agrees to pay the current retirement contribution for each driver into the Michigan Retirement Fund as determined by the Michigan Public Schools Employees Retirement System.
- B. Employees who have ten years of service as full-time employees and are retiring under the provisions of the Michigan Public School Employee's Retirement System shall receive terminal pay computed at 18% of base pay (step 1) times the number of his/her accumulated sick time hours.

ARTICLE 19
LONGEVITY PAY

Longevity pay in addition to their regular pay shall be granted all regular employees after completion of continuous service according to the following schedule of payment:

- | | |
|-----------------------------------|-------------------|
| a. After seven (7) years: | 6.0% of step one |
| b. After fourteen (14) years: | 10.0% of step one |
| c. After twenty-one (21) years: | 14.0% of step one |
| d. After twenty-eight (28) years: | 17.0% of step one |

ARTICLE 20
WAGES AND BENEFITS

A. HEALTH INSURANCE

1. A health insurance benefit is offered to each employee for the full 12 months for health insurance coverage. The policy shall be Blue Cross/Blue Shield. During open enrollment, the options available to bargaining unit members shall include the Traditional D-45 with fifty-cent Rx (Master Medical) or \$5/10 Rx; Community Blue PPO Plan 1 with fifty-cent Rx or \$5/10 Rx, with mail order prescription drugs (mopd) available.
2. Each year the Board shall be obligated to pay the previous year's blended rate plus seventy percent (70%) of the increase in the new blended rate.

The 2005-06 blended rate was calculated by adding the 2005-06 premiums for the BCBS Traditional fifty-cent Rx and the BCBS PPO fifty-cent Rx plans and then dividing by 2. For 2005-06 those rates are as follows:

| | |
|--------------------|------------|
| Single Subscriber: | \$ 517.21 |
| Two-Person: | \$1,136.72 |
| Full Family: | \$1,385.20 |

For 2006-07 and thereafter, the blended rate will be calculated in the same manner as the 2005-06 blended rate.

Current premium rates will be announced as soon as possible.

It is understood that the school district will not provide double health insurance coverage within the district.

3. The Board's contribution toward health insurance premiums is based on the above calculation and shall be prorated according to the following regularly scheduled hours per day for each driver:

| | |
|------------------|--|
| 6.1 - 8.0 hours: | 100% of the Board's contractual obligation |
| 4.1 - 6.0 hours: | 75% of the Board's contractual obligation |
| 1.6 - 4.0 hours: | 50% of the Board's contractual obligation |

4. In the event one of the aforementioned BCBS plans is no longer available, the increase for the plan which is no longer available shall be calculated at the same percentage as the increase on the remaining plan. In other words, if the premium rates are no longer available for Traditional fifty-cent Rx and/or PPO fifty-cent Rx, then the calculation of the premium percent increase shall be based on the most similar product available. For example: If the Traditional fifty-cent Rx premium is no longer quoted by BCBS, the percent increase for the Traditional \$5/10 Rx premiums shall be used. If the increase for Single Subscriber is 5%, Two-Person is 5.5% and Full Family is 7%, then those increases shall be applied to the existing base rates for the traditional 50 cent Rx Single, Two-Person and Full Family to compute the new premium rates.

B. CASH IN LIEU OF HEALTH INSURANCE

Bargaining unit members not selecting health insurance will receive \$100.00 per month for a full twelve month period. The amount shall be prorated according to the following regularly scheduled hours per day for each driver.

| | |
|------------------|------|
| 6.1 - 8.0 hours: | 100% |
| 4.1 - 6.0 hours: | 75% |
| 1.6 - 4.0 hours: | 50% |

C. DENTAL INSURANCE

The Board will provide for all employees and eligible dependents a dental insurance plan for a full twelve month period. The Board's contribution toward dental insurance premiums shall be prorated according to the following regularly scheduled hours per day for each driver:

| | |
|------------------|------|
| 6.1 - 8.0 hours: | 100% |
| 4.1 - 6.0 hours: | 75% |
| 1.6 - 4.0 hours: | 50% |

Current premium rates will be announced as soon as possible.

D. VISION INSURANCE

The Board shall provide without cost to each bargaining unit member full family MESSA Vision Service Plan 2.

E. LIFE INSURANCE

The Board shall provide term life insurance for each bargaining unit member through a carrier selected by the Board according to the following regularly scheduled hours per day for each driver:

6.1 - 8.0 hours: \$10,000
4.1 - 6.0 hours: \$ 7,500
1.6 - 4.0 hours: \$ 5,000

F. For all insurance coverage, the employee must authorize payroll deduction in writing for the employee's proportional share of the premium cost. Insurance coverage shall be effective five days following the first day of active employment as a bargaining unit member. It shall be the responsibility of each employee to properly apply for insurance coverage. The current insurance policies and conditions of the insurance policy shall determine all eligibility for and amount of benefits.

G. Payment for attending scheduled bus meetings required by the State of Michigan shall be at the bus driver's regular pay rate.

H. JACKETS AND SWEATSHIRTS

Beginning in 2005-06, driver jackets will be issued at the beginning of every fourth year. Sweatshirts will be issued every four years starting in 2007-08.

I. HOLIDAY PAY

The paid holidays are designated as New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day and Christmas Day. The Fourth of July shall be a paid holiday for those working at that time.

J. HOURLY RATE SCHEDULE

One (1) morning run = Two (2) hours
Two (2) morning runs = Three (3) hours

Kindergarten runs = One and one-half (1 1/2) hours
 One (1) night run = Two (2) hours
 Two (2) night runs = Three (3) hours
 Extra run on half (1/2) days = One (1) hour

The above description of one run may include time to pick up or drop off secondary students in addition to regularly scheduled elementary students.

The above hourly rate schedule does not pertain to special education drivers. These will be determined on an hourly basis.

K. ESTABLISHING BUS ROUTES

It is the responsibility of the Board to establish bus routes.

Once bus routes are established for the current year, any necessary changes, after September 30, shall be discussed with the affected driver(s) and the Association. The supervisor shall provide the specific reasons for the change in writing.

All changes must have the approval of the supervisor. The final resolution is left with the Superintendent and/or designee being responsible for implementation.

Routes will be reviewed every year. When significant changes occur, rebidding of routes will occur.

L. HOURLY PAY SCHEDULE

The hourly pay schedule shall be increased by the following percentages:
 2003-04 = 0% over the 2002-03 schedule; 2004-05 = 1% over the 2003-04 schedule; 2005-06 = 1.5% over the 2004-05 schedule; 2006-07 = 2.0% over the 2005-06 schedule.

| Experience Rating: | 1 | 2 | 3 | 4 | 5 | 6 |
|--------------------|-------|-------|-------|-------|-------|-------|
| 2003-04 | 10.67 | 10.92 | 11.27 | 11.58 | 12.34 | 13.31 |
| 2004-05 | 10.78 | 11.03 | 11.38 | 11.70 | 12.46 | 13.44 |
| 2005-06 | 10.94 | 11.20 | 11.55 | 11.88 | 12.65 | 13.64 |
| 2006-07 | 11.16 | 11.42 | 11.78 | 12.12 | 12.90 | 13.91 |

For purposes of payroll, the work week for reporting hours worked shall be Friday 12:01 a.m. through Thursday 12:00 midnight.

Extra trips will be reimbursed at the current hourly rate of the driver.

ARTICLE 21
SAFETY

The Board of Education will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their place of work in accordance with the provisions of the Occupational Safety and Health Act, State and Local Regulations.

Upon consulting with the Transportation Supervisor, there shall be no disciplinary action taken against a driver who refuses to drive a bus identified unsafe by the driver and verified by the bus mechanic and Transportation Supervisor. Other buses will be made available to complete assignments. In the event that the Transportation Supervisor directs the driver to drive what is felt by the driver to be an unsafe bus, such directive shall be given the driver in writing, by the Transportation Supervisor, prior to the time the driver is scheduled to drive.

ARTICLE 22
STUDENT HEALTH ISSUES

In the event the district becomes aware of health issues related to a student assigned to a driver, the Transportation Supervisor shall advise the driver of such health issues. This information shall be kept confidential by the informed driver.

ARTICLE 23
AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association in a legally permissible amount as specified by the Association not to exceed the dues uniformly required to be paid by members of the Association. Each bargaining unit member may authorize payroll deduction for such fees. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.27(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit the same to the Association.

- B. The Association agrees to reimburse any employee for the amount of any dues or fees deducted by the Board and paid to the Association, which deduction is in excess of the proper deduction or permissible fee and agrees to hold the Board harmless from all claims of excessive dues or fees deductions.
- C. The Association shall, on or before the first day of each work year, give written notification to the Superintendent of the amount of its dues; and by November 1 the amount of its service fees which are to be deducted during the work year. The amounts of deductions for these dues and service fees shall not be subject to change during the entire work year. It is expressly understood that the Board is not required to deduct any assessment.
- D. The Association will indemnify and hold the Board harmless from any and all claims, demands, suits, costs and other forms of liability including attorneys' fees and unemployment compensation costs, by reason of action taken or not taken by the Board or its designated agent for the purposes of complying with this Article.
- E. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel. The Board will give timely notice of such action to the Association and cooperate with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

ARTICLE 24
BOARD RIGHTS

- A. It is agreed that the Board hereby retains and reserves unto itself all the powers, rights and authority which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board. These rights include, by way of illustration and not by way of limitation, the right to:
 - 1. Establish policies, manage, and control the school district, its facilities, equipment and its operations and to direct its working forces and affairs.
 - 2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and the scheduling of all personnel.

3. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote, transfer and layoff employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods and means of providing its services, and determine schedules and standards of operation. The Board reserves the right to have students transported by other employees and/or other designated individuals in either school vehicles or private vehicles up to 14 students and utilizing no more than two vans.
5. Establish, modify or change any work, business or school hours or days.
6. Determine the number and location or relocation of its facilities.
7. Adopt rules and regulations.
8. Determine the financial policies, including all accounting procedures.
9. Determine the size of the administrative organization, its functions, authority, amount of supervision and structure of organization.
10. Determine assignment of buses, and where buses are parked, stored and housed both during and outside work hours. Upon change of the present arrangements, the drivers and the Association shall be given twenty (20) days notice.

In the event of a claim or misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

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

ARTICLE 25 **STRIKE PROHIBITION**

The Association recognizes that strikes by public employees are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school

program. Accordingly, the Association and each employee agree they will not direct, instigate, participate in, encourage or support any strike or withholding of services against the Board of Education during work time.

ARTICLE 26 **TRIP CHARTS**

A. REGULAR TRIP CHART

Regular trips involve extra-curricular activities that extend beyond regular school days. Drivers working less than 7½ hours per day are eligible for these trips.

1. Drivers will be added or removed from the regular trip chart at the driver's option. Such notice shall be in writing prior to the beginning of the school year. If a driver wishes to be added or deleted from the regular trip chart during the year, such notice shall be in writing by 10:00 a.m. Wednesday of the pay week.
2. The regular trip chart shall be posted in the hallway of the bus garage listing all of the drivers who chose to be on the regular trip chart. The drivers shall be listed in order of seniority, the most senior driver listed first.

The posting shall include the date of the trip, the departure time, school, event and destination.

3. The regular trip chart shall be updated by 10:00 a.m. daily by the Transportation Supervisor. Drivers have the responsibility to notify the Transportation Supervisor prior to 10 a.m. of the hours driven the previous day worked.
4. By 10:00 a.m. on the Tuesday of each pay week during the school year, the trips scheduled for the next two weeks shall be posted and assigned. Trips that arise between the biweekly scheduling shall follow the same rotation.
5. The assignment of trips shall be on a rotation basis. The initial rotation shall start with the most senior driver. The initial rotation shall begin on the first student day of each school year and end on the last student day. During the school year the rotation shall continue through the list beginning with the driver listed after the driver last assigned a trip. This rotation system shall be used for the assignment of any and all trips.

During the summer, winter holiday break and spring break, the trip chart guidelines pertaining to the specific break shall apply. In addition, the regular trip chart shall be "frozen" during winter holiday break and spring break.

6. In the event two or more trips are scheduled for one day, the trips shall be assigned so as to avoid additional overtime wages. However the regular rotation shall be followed except as provided elsewhere.

Trips shall be assigned by their scheduled departure time, i.e., the earlier departure time being assigned first. In the event two or more trips have the same departure time, the more senior driver shall select the trip he/she wants.

7. Drivers may exchange regular trips providing that both drivers agree. The Transportation Supervisor shall be informed of and agree to all trip exchanges. Such exchanges shall not result in any additional overtime.
8. In the event a driver is unable to take a regular trip because of a conflict with his/her regular run or an assigned trip, the rotation shall skip the driver, but return to that driver for the next regular trip. Drivers will be allowed to take no more than one out-of-town trip per week after 1 p.m., which requires a substitute on their route.
9. A driver who is not available or able to take his/her afternoon run, shall not be allowed to take a regular trip that afternoon or evening. A driver who is not available or able to take his/her Friday afternoon run, shall not be allowed to take a regular trip that weekend. This shall not include scheduled leave time (personal, merit, scheduled check-up or bereavement time).
10. The Transportation Supervisor shall be given at least forty-eight (48) hours notice if a driver is unable to take a regular trip. A driver who cancels a regular trip with less than forty-eight (48) hours notice on three (3) separate occasions during a school year shall be removed from the trip chart for the remainder of that school year and placed on the emergency trip chart for the remainder of the current school year.
11. A driver who is offered a regular trip with less than forty-eight (48) hours notice and is unable to take the trip shall not be charged with a refusal.
12. A driver shall have thirty (30) minutes in which to accept or reject a regular trip. If a driver does not inform the Transportation Supervisor of his/her acceptance or rejection within thirty (30) minutes of being offered a regular trip, the driver will be deemed to have rejected the trip.

If a driver is offered a regular trip prior to the completion of his/her morning run, the driver shall have until 10:00 a.m. or thirty (30) minutes, whichever is greater, to accept or reject the trip.

13. A driver who has worked less than forty (40) hours in a week but who will exceed forty (40) hours during the trip, shall be scheduled to drive the regular trip. In the event a driver has worked forty (40) or more hours in a week, he/she shall not be scheduled for any additional overtime until all drivers have worked at least forty (40) hours. In all cases the rotation system shall be followed.
14. A non-bargaining unit member shall not be offered or take a regular trip until all bargaining unit members on the regular and emergency trip charts have refused the trip.

B. DAILY TRIP CHART

(Daily trips are trips that occur after the end of the regular morning route and prior to the start of the regular afternoon route.) Each driver is responsible for personally checking this chart on a daily basis. Drivers on the trip chart will need to initial their trips on the chart after it is posted.

1. Drivers must designate their desire to be on the daily trip chart. Such notice shall be in writing.
2. The daily trip chart shall be posted in the hallway of the bus garage listing all the drivers who chose to take daily trips. The drivers will be listed in order of their seniority. The posting shall list the date of the trip, the departure time, school, destination and approximate number of hours that a driver would receive if they take the trip.
3. By 10 a.m. on the Tuesday of each pay week during the school year, the daily trips scheduled for the next two weeks shall be posted and assigned. Trips will be assigned by 10 a.m. on Thursday of pay week.
4. Trips shall be assigned on a rotational basis. The initial rotation will start with the most senior driver. During the school year the rotation shall continue through the list with the driver listed after the driver last assigned a trip. Trips that arise between the bi-weekly scheduling will follow the same rotation. In the event a daily trip is cancelled, that driver would be assigned the next available trip.
5. Trips shall be assigned by their departure time.

6. A driver shall not be assigned a daily trip if it interferes with his/her run. The affected driver shall be assigned the next available trip that does not interfere with his/her run. A driver who is at or exceeds 40 hours in a given week will not be considered for a daily trip until the next posting.
7. A driver who is not available to drive his/her run prior to the daily trip shall not be allowed to take the trip.
8. The Transportation Supervisor shall be given 48-hour notice if a driver is unable to take the trip. A driver who refuses a trip on the daily trip chart on five (5) separate occasions or three times within the forty-eight hours limit shall be removed from the daily trip chart and placed on the emergency trip chart for the remainder of the current school year.

A driver who is offered a daily trip with less than 48-hour notice and is unable to take the trip shall not be charged with a refusal.
9. Trading of trips will not be allowed.

C. EMERGENCY TRIP CHART

1. The emergency trip chart shall be used when no one on any trip chart is available for any single trip or all drivers have worked or are scheduled to work 40 or more hours that week.
2. Any driver not on the regular trip chart may be added to or deleted from the emergency trip chart at his/her request. Such notice shall be in writing.
3. The emergency trip chart shall be posted in the hallway of the bus garage listing all of the drivers who chose to be on the emergency trip chart. The drivers shall be listed in order of seniority, the most senior driver listed first.
4. The emergency trip chart shall be updated by 10:00 a.m. daily by the Transportation Supervisor.
5. The assignment of trips shall be on a rotation basis. The initial rotation shall start with the most senior driver. The initial rotation shall begin on the first student day of each school year and end on the last student day. During the school year the rotation shall continue through the list beginning with the driver listed after the driver last assigned a trip. During the summer, winter holiday break and spring break, the trip chart guidelines pertaining to the specific break shall apply.

6. The guidelines for regular trips shall not apply to the emergency trip chart except as provided above.
7. A non-bargaining unit member shall not be offered or take a trip until all bargaining unit members on the regular and emergency trip charts have refused the trip or are already scheduled for a trip.

D. SUMMER TRIP CHART

1. The summer trip chart shall be in effect from the day after the last student day until the first student day of the subsequent school year.
2. Prior to May 15 of each school year, each bargaining unit member shall notify the Transportation Supervisor if he/she wants to drive trips during the summer months. Each driver shall indicate his/her preference in writing.
3. The drivers indicating a preference for driving summer trips shall be placed on the summer trip list according to seniority. The most senior drivers shall be listed first. The summer trip chart shall be posted in the hallway of the bus garage.
4. The assignment of trips shall be on a rotation basis beginning with the most senior driver.
5. The guidelines for regular trips, emergency trips, winter holiday and spring break trips shall not apply to the summer trip chart except as provided above.

E. WINTER HOLIDAY BREAK AND SPRING BREAK TRIP CHART

In #1-6 below, the term "winter break" refers to the winter holiday break.

1. Two weeks prior to the beginning of each winter holiday break and spring break, each bargaining unit member shall notify the Transportation Supervisor if he/she wants to drive trips during each winter holiday and spring break. Each driver shall indicate his/her preference in writing.
2. The drivers indicating a preference for driving trips shall be placed on the winter holiday or spring break chart according to seniority. The most senior drivers shall be listed first. The trip chart shall be posted in the hallway of the bus garage.
3. The assignment of trips shall be on a rotation basis beginning with the most senior driver.

4. The winter holiday and spring break trip chart shall be in effect beginning on the Sunday following the last student day through the last day of the break. The regular trip chart shall be reinstated on the first student day after the break.
 5. The guidelines for regular trips, emergency trips, and summer trips shall not apply to the winter holiday and spring break trip chart except as provided above.
- F. A driver shall receive two (2) hours of wages in the event that he/she arrives at the school for a trip and the trip is canceled. A driver shall receive a minimum two (2) hours of wages for out-of-town trips listed on the regular trip chart. This does not apply to any daily trips.
- G. In the event a driver refuses a trip and that driver's name comes up again in the assignment rotation for that same trip, the driver will be given the option of taking that particular trip, trading that trip, or again refusing the trip. If the driver refuses the trip the second time, he/she will be charged with second refusal.

ARTICLE 27 **ASSOCIATION DAYS**

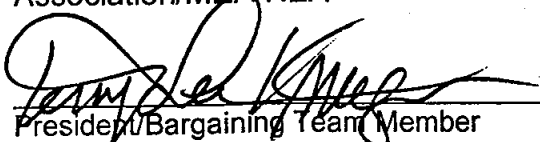
The Association shall have thirty (30) runs annually for use by the Association to conduct Association business. Notification of use of this time shall be by the Association President at least seventy-two (72) hours in advance. Use of such hours shall not result in loss of pay.

ARTICLE 28
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003, and shall continue in effect through June 30, 2007. If an agreement is not reached on the renewal or modification of this Agreement prior to the expiration date, it shall expire at such expiration date unless it is extended by mutual agreement of the parties in writing.

All provisions unless otherwise stated, shall be retroactive to July 1, 2003.

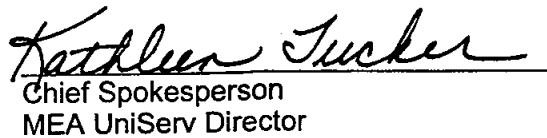
For The Mount Pleasant
Transportation
Association/MEA/NEA



President/Bargaining Team Member



Secretary




Chief Spokesperson
MEA UniServ Director



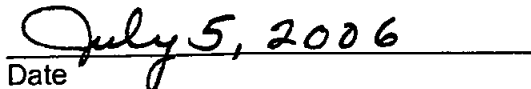
Bargaining Team Member



Bargaining Team Member



Bargaining Team Member



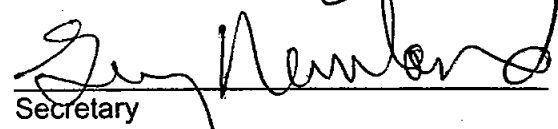
Date

Other Negotiations Team Members:
Trudy Campbell

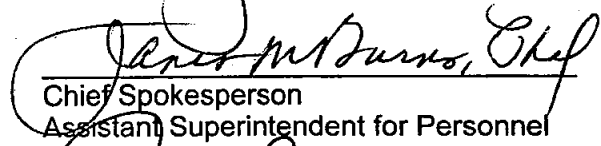
For The Board of Education
of The Mt. Pleasant Public
Schools



President



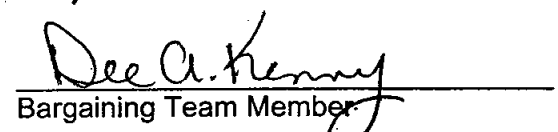
Secretary



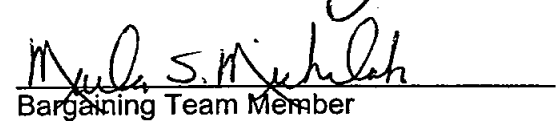
Chief Spokesperson
Assistant Superintendent for Personnel



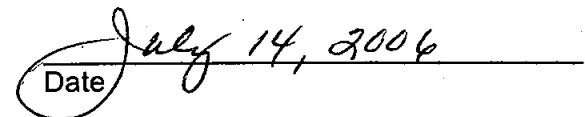
Bargaining Team Member



Bargaining Team Member



Bargaining Team Member



Date

Christine Conley-Sowles