

ADDISON SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

AGREEMENT

This Agreement is made and entered into this 1st day of July 2005, by and between the Addison Community Schools Board of Education (hereinafter called the "Board") and the Addison Support Personnel Association, MEA/NEA (hereinafter called the "Association").

ARTICLE I: Recognition

A. Inclusion and Exclusions

The Board recognizes the Association as the sole and exclusive bargaining representative for all bus drivers and custodians, but excluding all substitutes, supervisory and confidential employees.

B. Employee/Bargaining Unit Member Defined

Unless otherwise indicated, use of the term "Employee"/"Bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

C. Categories Defined

Within the various classifications of bargaining unit members covered herein there shall be the following categories:

- (1) **Full Time:** A bargaining unit member who is regularly employed at least thirty (30) hours per week.
- (2) **Part Time:** A bargaining unit member who is regularly employed less than thirty (30) hours per week.
- (3) **Probationary:** A bargaining unit member who is employed to fill a full-time or part-time position for a trial period of ninety (90) calendar days.
- (4) **School-Year Bargaining Unit Members/Employees:** Bargaining unit members whose employment follows the school calendar.
- (5) **Full-Year Bargaining Unit Members/Employees:** Bargaining unit members who are employed to work on a twelve (12) month schedule.

D. Days Defined

All reference to "days" shall mean working days exclusive of Saturdays, Sundays or holidays unless otherwise specified.

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ARTICLE II: Board Rights

- A. The Board, retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, building and grounds, operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
 3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, promote, suspend, layoff, and discharge employees, transfer employees, determine the size of the work force.
 4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation.
 5. Determine positions, qualifications, job descriptions, performance expectations, evaluation content and procedures, and position requirements, of its employees.
 6. Determine the policy affecting the selection of employees.
 7. The Board shall continue to have the right to establish, modify, or change any condition except those covered by the specific provisions of this agreement.
 8. Establish reasonable rules, policies and regulations.
 9. Determine the policies affecting the selection, testing or training of employees.
- B. The Board reserves unto itself the right to determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, or other facilities.
- C. The Board reserves unto itself the right to determine the district's financial policies, including all accounting procedures, and all matters pertaining to public relations. The Board reserves unto itself the right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- D. The listing of specific Board Rights in this Agreement is not intended to be, nor shall be restrictive of, or a waiver of, any rights of the Board not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- E. The rights of the Board shall not be exercised in violation of this Agreement.

ARTICLE III: Employee/Association Rights

A. School Building Use

The Association and its members may use the Board of Education building facilities at reasonable times and hours for meetings as long as it does not interfere with the job responsibilities of district employees, operations including student instruction and extra curricular activities, when such buildings are available. Such use of the building for Association meetings must be arranged for with the building principal in advance. The administration retains the right of room assignment.

B. School Equipment Use

The Association has the privilege, with permission by the persons responsible, to use meeting facilities and office equipment of the schools, including typewriters, duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use, provided those operating the equipment are skilled and knowledgeable in its operation and expendable materials will be furnished by the Association. The Association will be responsible for any cost and/or damages that may be incurred as a result of such use.

C. Posting Notices and School Mail

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building and the Association shall have the right to use the Interschool mail carrier system to send notices and other Association information to members.

D. Providing Information

The Board agrees to furnish to the Association, in response to reasonable requests, available information concerning the financial resources of the District, the adopted/amended budget, and such other specified information as will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the employees, in preparing for grievances and for negotiations.

E. Payroll Deduction of Dues

The Board shall make dues deductions from each employee's pay, pursuant to authorization by the employee. It shall be the Board's responsibility to remit promptly to the Association this amount in one check per month, accompanied by a statement of the dues withheld per member. The dues collected shall be remitted to: Michigan Education Association 4224 W. Maumee St., Adrian, Mi. 49221.

F. Released Time for Grievances/Negotiations

Association representatives shall not lose time or pay for authorized time spent in investigating complaints and/or handling grievances, or negotiations during their regular scheduled working hours, after receiving authorization from their immediate supervisor. The employee shall not be required to make up any lost time if their job responsibilities are completed that day. The Superintendent may limit the amount of time authorized in this section and shall not be subject to the grievance process.

By July 1 of each year the Association shall provide the Superintendent the names of the employees who shall be authorized for released time under the terms of this section and shall not exceed two (2) unit members and the Association President.

G. The rights granted herein to the Association shall not be granted or extended to any competing labor organization to the extent provided by PERA.

H. **Representation**

An employee shall be entitled to have an Association representative present in any meeting with his/her supervisor or a representative of the Employer in which the employee is to be disciplined or in which the Employee is under investigation which could lead to discipline against the employee. When a request for such representation is made, no action shall be taken until a representative can be present unless the circumstance warrants immediate action.

I. **Just Cause**

Non-probationary employees shall not be disciplined or discharged, without just cause. The term "discipline" includes, but not limited to, verbal warnings, written reprimands, suspensions with or without pay and dismissal. All warnings, reprimands, suspensions and dismissals shall be in the form of a formal letter or memo with the signature of the administrator taking the action. A copy of a written warning, reprimand, suspension or dismissal shall be given to the bargaining unit member.

J. **Progressive Discipline**

Due process procedures will be followed in disciplinary actions which may include verbal warnings, written reprimands, suspensions with or without pay, or dismissal. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and; therefore, may begin at the dismissal or intermediate level.

K. **Files and Records**

1. An employee shall have the right to review the contents of all records, excluding initial references, of the district pertaining to the employee originating after initial employment and to have a representative of the Association accompany the employee in the presence of the employer in such review.
2. Employee's shall have an opportunity to review written material placed in their personnel file.

L. **Assault**

Any case of assault upon a bargaining unit member, related to his/her employment in the school system, shall be promptly reported to the Board or its designated representative. The Board shall provide reasonable assistance to the bargaining unit member of his/her rights and obligations with respect to such assault, in accordance with the district's liability policy and to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.

M. **Copies of Agreement**

The Board will furnish a copy of this agreement to each employee in the bargaining unit and to each new employee, as hired. The Association shall provide two (2) ratified copies of this Agreement, on disk, to the Administration.

N. **Association Leave Days**

The Board agrees to furnish the Association with five (5) paid leave days, which shall be deducted from the members leave/vacation days, each year for the use of Association officers or other members as designated by the Association president. The use of these association days will be for the purpose of conducting association business, and requires three (3) days advance written notice to the superintendent, except in emergencies. These Association leave days may be taken on either a half day or a full day basis.

ARTICLE IV: Probationary Period And Seniority
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A. Probationary Period

An employee shall be in a probationary status for the first ninety (90) calendar days of employment. The probationary employee shall be subject to immediate dismissal at any time prior to the conclusion of the probationary period upon the recommendation of the immediate supervisor and the Superintendent. Said dismissal shall not be subject to the grievance procedure. If the probationary period is extended due to extenuating circumstances by a maximum of fifteen (15) days worked, notice shall be given to the Association. If the employee is subsequently retained, then any increase in wage shall be paid retroactive to the 91st day.

B. Seniority Defined

Seniority shall be defined as the length of an employee's continuous service in a permanent position within the Addison Community School District. Seniority shall be lost by the bargaining unit member upon resignation, retirement or termination.

C. Date of Hire

Upon fulfilling the probationary period an employee shall be credited with seniority rights from the date of first day worked.

D. Classifications

The bargaining unit's various classifications shall be:

1. Bus Drivers
2. Custodians

E. Seniority by Classifications

Seniority may be exercised only within the classification in which it is accumulated unless otherwise specified in this Agreement. Movement from one classification to another shall not terminate seniority the employee has accumulated in any other classifications during that employee's current period of employment.

F. Ties

In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be first determined by total years of service in the district. If a tie still exists employees shall be ranked in order of the highest four digit numbers taken from the last four digits of each employee's social security number.

H. Seniority Lists

The Employer shall, within five (5) days upon written request from the Association, prepare and maintain a seniority list showing the length of service each member has accumulated within the classifications with the Employer. Two (2) copies shall be furnished to the President of the Union once each year. Each employee shall receive a copy of the seniority list of those employees in his/her classification once each year by December 1st.

See Appendix B: Seniority List

ARTICLE V: Vacancies, Transfers And Assignments

A. Vacancy Definition and Posting

A vacancy shall be defined as a newly created position, or a present position that is not filled, which the Board intends to fill. Whenever any vacancy in any classification in the district occurs, the Board shall publicize the same by giving written notice of such vacancy to the Association with copies to be posted on all employee bulletin boards for a period of ten (10) working days. All vacancies shall be filled within thirty (30) days of the expiration of the posting. Said posting shall contain the following information:

- | | |
|------------------------------|--|
| 1. Classification | 4. Number of Hours to be Worked |
| 2. Location of Work | 5. Qualifications/Job Description/
Performance Expectations |
| 3. Anticipated Starting Date | 6. Run number (Bus routes) |

Copies of postings will be sent to the local Association President at the time of posting. The Association may then notify school year employees of vacancies occurring during the school summer vacation period. Interested employees may apply in writing to the Superintendent or his designee within the ten (10) day posting period.

B. Filling

Vacancies shall be filled with the most qualified applicant after consideration of the factors listed below. These factors are all equal in status.

- A. Seniority
- B. Work history and experience
- C. Ability to perform work available
- D. Performance evaluations
- E. Attendance history

C. Tie

When a new position becomes available, if two candidates are equally qualified for the position, seniority will be the determining factor.

D. Notification

Within ten (10) working days after the expiration of the posting period, the Employer shall make known to the Association its decision as to the status of the vacancy, and regularly update and appraise the progress toward filling the position.

E. Involuntary Transfers

Bargaining unit members may be assigned to any bargaining unit position for which they are qualified. When a bargaining unit member is reassigned to another building or run, the reasons for the reassignment will be provided in writing to the bargaining unit member and the Association at the time of the reassignment. In such instances the Administration shall not act in a capricious or arbitrary manner.

F. Trial Period

In the event of a transfer or promotion to a new classification or position, the trial period shall be up to twenty (20) working days. The trial period is not a training period, but is for the purpose of giving the employee an opportunity to show his/her ability to perform the new job. During the trial period the employer shall have the right to retransfer the employee if he/she does not have the ability to perform the job and the employee shall have the right to revert to his/her former classification. The employer will give the promoted or transferred employee reasonable assistance in performing up to employer standards on the new job. The employee may not re-apply for a position within the same classification for at least one (1) year.

G. Outside Candidates

The Board reserves the right to fill vacancies with the best qualified applicants. A "Good Faith" effort, by the Board, shall be made to fill vacancies from within the bargaining unit prior to seeking candidates from outside of the bargaining unit.

ARTICLE VI: Layoff And Recall

A. Layoff

1. Layoff shall be defined as a necessary reduction in the work force.
2. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing at least fourteen (14) calendar days prior to the effective date of layoff, provided the Board knows fourteen (14) calendar days in advance. In no case shall the Board give less than seven (7) calendar days notice prior to the effective date of layoff, except in the case of employee work stoppage.
3. The reduction procedure shall be as follows:
 - a. Probationary employees shall be laid-off first provided there are more senior employees who possess the qualifications to perform the job.
 - b. In the event seniority employees must be laid-off, layoff shall be determined by the following order:
 - (1) The least senior within the classification being reduced, provided there are more senior employees, within the classification remaining who possess the qualifications and/or certification to perform the duties of the position(s) available.
 - (2) An employee reduced from a position in his/her present classification shall be retained at his/her request in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification and the reduced employee possesses the qualifications and/or certification to perform the job.
 - (3) In the event an employee is reduced from a position and no position is available to the employee within his/her classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit for which he/she is qualified and/or certified. Should the employee be given one of the posted positions he/she shall retain the right, for a period of two (2) years, to his/her job classification should a position become available for which he/she is qualified and/or certified.
4. Employees on layoff who are qualified shall be hired before the hiring of new employees outside the district for a vacant position in another unit classification.
5. Laid off employees may request that their name be placed on the substitute list. Said employees, if qualified, shall be given first opportunity for substitute work for any one shift in a work day. A laid off employee who is unavailable to substitute as requested on three successive occasions shall lose their preferential substitute status, except in the case of a verified illness.

B. Recall

1. When there is a vacancy employees shall be recalled in order of greatest seniority within the classification from which they were reduced or within any classification in which they have accumulated seniority, provided the employees possess the qualification and certification to perform the duties of said positions. In the event a tie exists, the employee with the greatest district wide seniority shall be recalled first.

2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall notify the employer within five (5) days after receipt of recall of his/her acceptance or rejection and must report to work within ten (10) working days after such notification. The Board may fill the position on a temporary basis until the recalled employee can report to work.
 3. An employee offered his/her former position or a comparable position to the one previously held who declines recall shall be considered terminated.
 4. An employee recalled to a position with fewer hours than previously worked per week may reject recall to the position and retain recall rights to the next available position.
 5. When the Employer determines it is necessary to reduce the number of hours of any bargaining unit member, the employee whose hours are reduced, in an effort to maintain the current hours worked, upon application shall be placed in a position in his/her present classification held by a less senior employee, provided the reduced employee possesses the qualifications to perform the job.
 6. Employees shall remain on the recall list for a period of two years or the length of their seniority whichever is less, except as stated in section B-3 of Article VI.
 7. Probationary employees have no recall rights.
- C. In the event of lay-off, employees may voluntarily take a lay-off for the period of the lay-off or six months, whichever is less, based upon the highest seniority, provided there are remaining employees qualified to perform the job. An employee returning from voluntary lay-off shall be placed in accordance with the lay-off and recall provisions under Article VI.

ARTICLE VII: Grievance Procedure

A. Adjustment

Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association representative has been given an opportunity to be present at such adjustment.

For the purposes of this Article, and unless otherwise noted, the term day or days shall mean regularly scheduled work days.

B. Definition

Any employee, group of employees, or the Association believing that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement may institute the grievance procedure as provided herein:

1. **Level One** - Any employee feeling he/she has a complaint to justifiably grieve shall request a conference with the immediate supervisor within three (3) days of the alleged grievance. The Supervisor shall informally discuss the problem with the employee within three (3) days of the request for a conference. The employee may be accompanied by an Association representative at his/her option.
2. If the complaint is not satisfactorily resolved within five (5) days after the meeting, the aggrieved person may invoke the grievance procedure by submitting a formal written grievance on the form provided herein either on the day of the conference or within five (5) days after the informal discussion. The Supervisor shall have five (5) days from the date of the written grievance to respond.
3. If the grievant is not satisfied with the response, or if no response is received by the due date, then the grievant may appeal the decision, in writing, within five (5) days of receipt of the response to the next level (level two).
4. **Level Two** - Within ten (10) days of receipt of the written appeal, the Superintendent or his designee shall respond in writing to the grievant. The Superintendent or his designee may desire to have a conference with the grievant and the Association representative, if requested by either the grievant or the Administration to be present at the meeting.
5. **Level Three** - If the grievant is not satisfied with the response of the Superintendent, the grievant shall have the right to appeal to the Board of Education. The appeal shall be heard by the Board no later than forty-five (45) calendar days from the date of the receipt of the appeal.
6. **Level Four** - If the grievant is not satisfied with the disposition of the grievance by the Board of Education, then within ten (10) calendar days from the date of the decision being rendered by the Board of Education, the grievance may be submitted to arbitration.

The arbitrator shall have no power to:

- a. Add to, subtract from, or otherwise modify the express terms and conditions of this agreement.
- b. Issue a back pay award for any amount in excess of lost hourly pay rates.
- c. Establish wage schedules.

C. Time Limits

It is understood that the time limits are maximum and can be extended with the written mutual consent of both parties. Both parties should be encouraged to process a grievance as rapidly as possible and within the limits and procedure as set forth herein.

D. Expedited Arbitration

If the grievance is processed to arbitration, the parties may mutually agree to submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

E. General Arbitration Provisions

Only the Association, not an individual employee, may appeal a grievance to arbitration. It is expressly understood that no grievance arising subsequent to the expiration date of this agreement shall be arbitrated absent mutual agreement between the parties. Losing party of arbitration will pay all arbitration fees.

ARTICLE VIII: Paid Leaves

A. Leave Days

Custodians shall be credited with twelve (12) leave days annually. Six (6) leave days shall be credited on July 1st and six (6) leave days shall be credited on January 1st. Custodians shall have the option, with approval of the Superintendent, to borrow up to six (6) leave days. Any member having accumulated leave days in excess of the maximum of sixty-five (65) days by June 30th of each year, shall have the Board "buyback" those excess days at the rate of forty-five (\$45.00) a day. The Board shall "buyback" all unused accumulated leave days when the member retires from the Addison School District at the forty-five (\$45.00) dollars a day rate. At the beginning of each work year, the Bus Drivers shall be credited with eleven (11) leave days. Unused leave days shall be allowed to accumulate to a maximum of sixty-five (65) days. The Board shall "buyback" all unused leave days accumulated prior to September 01, 2004 at the rate of forty (\$40.00) dollars a day. Any leave days accumulated after September 01, 2004 shall have a "buyback" rate of twenty-three (\$23.00) dollars a day. The Board shall not "buyback" unused leave days until the Maximum of sixty-five (65) days have been accumulated or the member retires from the Addison School District. Leave days may not be used for vacation and or recreation . In the event school is closed, by the Administration, Bus Drivers may elect the option of being paid one (1) hour at the extra trip rate (if member reports to work) or the use of a leave day.

	<u>DAYS PER YEAR</u>	<u>ACCUMULATION LIMIT</u>
Custodians	12	65
*Bus Drivers	11	65

1. An employee may use all or any portion of his/her earned leave days for: personal illness, personal injury, personal business or physical disability including maternity related disability. Employee shall have their leave request form returned within forty-eight (48) hours of submission.

If the employee is to use a leave day for personal business, the employee shall give his/her supervisor at least two (2) days notice, except in the case of an emergency.

B. Bereavement

An employee shall be granted a maximum of five (5) days paid leave per death for immediate family members (parent, Step-parent, spouse, child, step-child, sibling, and grandchild).

The employees may take one (1) paid day per death to attend the funeral of a grandparent, parent-in-law or sibling-in-law. One additional day may be granted at the discretion of the Superintendent.

Unused funeral/bereavement leave shall not be cumulative.

C. Jury Duty etc.

Any bargaining unit member called for jury duty, or who is subpoenaed, by the Board through its legal counsel, to testify during their work hours in any work related matter, shall suffer no loss of compensation due to his/her absence from his/her regular duties of employment for the time required. The employer shall pay the employee his/her regular rate of pay for the scheduled hours missed. Any amounts except mileage, to which the employee is entitled from the court or the party requiring the appearance shall be paid to the district.

ARTICLE IX: Unpaid Leaves

A. Leaves of Absence

Leaves of absence without pay or benefits for up to one (1) year in duration may be granted to bargaining unit members upon written request. A request for leave of absence shall include the reason for the leave, along with requested beginning and ending dates of the leave. The employee will not accumulate vacation or leave days during a leave.

B. Active Duty Military Leave

Military leaves of absence without pay or benefits shall be granted to any bargaining unit member who shall be inducted or shall enlist or shall be called up for active duty as a member of the military reserves for military duty to any branch of the armed forces of the United States. The employee will not accumulate vacation or leave days during a leave.

Bargaining unit members on military leave shall return to work no later than the beginning of the semester following the end of their first term of service.

Military leave shall not be granted or extended to any bargaining unit member who voluntarily extends their term of service.

C. Educational Leave

A leave of absence without pay or benefits for up to one (1) year may be granted for the purpose of permitting the bargaining unit member to continue his/her education. The employee will not accumulate vacation or leave days during a leave. The employee will not accumulate vacation or leave days during a leave.

D. Extensions

The employer, upon written request of the bargaining unit member, may grant an extension past the one (1) year. The request shall include the reason for the extension and the anticipated date of return.

E. Return from Leave

A bargaining unit member returning from an unpaid leave of absence shall be assigned to a position at the discretion of the Superintendent. Bargaining unit members may request a specific assignment(s), in writing, prior to returning from an unpaid leave.

F. Family Leave

Leave defined in this section (F) is to conform to and not to surpass or exceed the standards and provisions of the Family Medical Leave Act. The employee will not accumulate vacation or leave days during a leave.

A leave of absence shall be granted to any bargaining unit member for any of the following purposes:

1. the birth or placement for adoption or foster care of a child;
2. because of a serious health condition of a family member;
3. because of the employee's own serious health condition;
4. the care of a child under age 18.

ARTICLE X: Paid Holidays

A. All custodial staff employees shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. If a Holiday falls on a Saturday, the employee shall not have to report to work on Friday. If the Holiday falls on a Sunday, the employee shall not have to report to work on Monday.

Labor Day

Thanksgiving

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve

New Year's Day

Good Friday (*provided school is closed*)

Memorial Day

Fourth of July

B. Holidays shall not count as vacation.

C. For the 2005-06 School year only the Board and the Association agrees to add the following:

All custodians shall have the Friday before Labor Day (September 02, 2005) as a paid holiday.

All custodians December paid "Holiday Break" shall begin at the end of their normal work day on Friday December 23, 2005 and shall resume at the start of their normal work day on Monday January 02, 2006.

ARTICLE XI: Vacations

A. Vacation Requests

The following employees as specified shall submit written vacation requests to their Supervisor one (1) week prior to taking a week's vacation and one (1) days notice for one (1) days vacation and etc. If two employees request identical dates at the same time, the request of the employee with the most seniority shall be honored. Notification of vacation disapproval will be provided by the immediate supervisor within three (3) days of each request. Employees cannot be bumped from vacation dates once they are scheduled. Time spent on unpaid leaves and lay-off shall not count towards vacation credit and/or leave days.

B. Custodians

1. Each employee shall be granted two (2) weeks vacation following the first complete year of employment. Beginning with the sixth year of employment, the employee shall be granted one (1) additional vacation day each year for the next five (5) years, so that three (3) weeks vacation will be granted after ten complete years of employment.
2. Members of the custodial staff may take part (i.e., no more than one (1) week) of their vacation during the regularly scheduled vacations provided such leave shall not affect completion of the scheduled cleaning for the vacation period. No more than one person from each building, except under special circumstances, as defined by the superintendent, and no more than three persons total shall be granted leave. Leave days taken during vacations shall be deducted from regular vacation days earned. The superintendent's office should be notified in writing in advance of all vacations. Vacations shall not carry over from year to year. There shall be no vacations granted during the two week period prior to the start of school.
3. With approval of their Supervisor, custodians shall be allowed the use of vacation and or leave days in the event of a school closing.

C. Bus Drivers

1. Bus Drivers may take a single vacation for a maximum of ten (10) working days during the school year, provided that permission for such vacation is requested in writing to the superintendent of schools or his agent, and permission in writing is received from the superintendent of schools. Drivers shall not be paid for vacation time. It is also understood that no more than one (1) driver shall be off the job for vacation reasons at any time. No vacation is to be granted when another driver is on vacation.

ARTICLE XII: Working Hours And Conditions
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A. Work Week and Shift Preference

The work year shall be defined as July 1 to June 30. A work week for overtime computation purposes shall begin at 12:01 a.m. on Monday and end at 12:00 Midnight on the following Sunday. The number of hours worked each week will vary with the job classification. The normal work week for custodians will be Monday through Friday. The normal work week for Bus Drivers may be Monday through Saturday. If new positions are added in the future that may require work on Saturday, a posting notice will state this possibility of a Saturday work schedule. The work schedule (hours and shift) will be determined by the Administration. All changes in work shift will be discussed in advance with individual(s) involved in seeking volunteers. In the event there are no employees willing to work the shift change, then the least senior qualified employee within the classification will be assigned the shift.

B. Schedule Change

When students are scheduled for less than a full day or not in session, the custodians affected shall work their same number of hours within the normal work day. Upon association request the administration shall consider any reasonable request for building members for the entire classification to adjust their work schedule. The administration reserves the right to adjust any individual's schedule upon the member's request. All decisions made by the Administration are final and not subject to the year grievance procedure or arbitration.

C. Breaks

All custodians working thirty (30) hours or more per week shall be provided with two (2) fifteen (15) minute paid break periods, scheduled at the discretion of their supervisor. All employees working fifteen (15) hours but less than thirty (30) hours shall be provided one fifteen (15) minute paid break period per day.

D. Number of Pay Periods

All employees shall be paid bi-weekly.

E. Lunch Period

By July 1st of each year the employee shall select one of the following options for their lunch period:

Option A: Combination of their two (2) 15 minute breaks into one paid lunch period scheduled at the discretion of the supervisor, or

Option B: take your two (2) 15 minutes breaks and have an unpaid lunch for the day. All custodians taking *Option B* must clock in and out.

F. Overtime

1. Time and one-half (1 1/2) of the custodians regular hourly rate of pay shall be paid for all hours worked in excess of forty (40) hours in any work week. Cards shall be available to clock overtime.
2. Only actual worked time shall be eligible for overtime pay. (Except in the case of a holiday or an approved vacation).
3. Bus Drivers may not bid on a extra trip that places them in an overtime status unless approved by the Transportation Director.

2. **Overtime for Custodians**

- (a) All overtime must be put on the clock.
- (b) On weekend events, workers will check with the supervisor in advance (no later than 24 hrs.) for work assignments and special projects during the time a game or other activity is occurring.
- (c) If overtime of four (4) hours or more is available, first choice of work will be offered on the basis of seniority in rotation among custodians who are not otherwise scheduled to work, except in the case of an emergency. Overtime of less than four (4) hours may be assigned at the discretion of the supervisor. All overtime work known to exist in advance shall be appropriately posted forty-eight (48) hours in advance.
- (d) Refusing overtime will not be counted against a custodian; however, it is expected that requests for overtime will not be refused without good reason and may be compulsory in case of emergency need by the supervisor. When overtime is compulsory, it shall be assigned to the least senior custodian who is not otherwise scheduled to work, unless that employee is unavailable due to absence that day.

F. **Safety Equipment etc.**

The Employer shall provide without cost to the bargaining unit member the following:

- (a) Approved first aide kits in each building.
- (b) Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hardhats, and auditory protection devices as required by law.
- (c) Safety shoes and glasses where applicable as determined by the employer.
- (d) The Board shall pay the cost of a ticket into a school/athletic event at which a driver is laid-over.
- (e) The District shall be responsible for the cost of the Bus Drivers licence renewal for any and all costs above that of a standard drivers licence.

G. **Least Restrictive Environment/Medically Fragile**

On a case by case basis, the district will determine what training and other support should be provided to an employee assigned to a medically fragile student.

ARTICLE XIII: Insurance Benefits

- A. The Board shall provide without cost to the custodians the following MESSA PAK for a full twelve (12) month period for the employee and his/her eligible dependents.

PLAN A – for Custodians needing health insurance

PLAN B – for Custodians not needing health insurance

- Negotiated Life
- Vision
- Dental

\$150.00 a month cash in lieu of not selecting medical insurance.

The Board contribution toward the health insurance premium shall include only one increase per year, which will be honored on the carrier's anniversary date. The Board's contribution toward the insurance described in Plan A, for the Custodians, shall be one-thousand and seven (\$1,007.00) dollars per month for the 2005-06 school year and one-thousand and twenty (\$1,020.00) dollars per month for the 2006-07 and the 2007-08 school years. One half (1/2) of any premium in excess of the aforementioned amount will be deducted from the employee in equal amounts.

- B. The Board shall provide the following options for Health Care for the Bus Drivers:

PLAN A – for Bus Drivers needing health insurance

- Health MESSA Choices II– single subscription/with preventative care rider
- Negotiated Life
- Vision

PLAN B – for Bus Drivers not needing health insurance

- Negotiated Life
- Vision

Any eligible Bus Driver not selecting Health Care shall receive an additional three (\$3.00) dollars per run on the "Run Rate".

\$100 maximum reimbursement for receipted annual physical.

All persons on the bus driver seniority list as of July 1, 2002, shall choose annually Option A or B. All new bus drivers hired after July 1, 2002, will only receive Option B.

The Board will not pay the cost of insurance for any new employees during their probationary period.

Bus Drivers selecting Option A (insurance benefits) shall be responsible for all increases in the single subscription coverage rate over the amount of four-hundred (\$400.00) dollars per month.

ARTICLE XIV: Conditions Of Employment
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A. Bus Drivers - Conditions of Employment**1. Physical Examinations**

Each driver shall pass a physical examination before driving a bus each fall. The physical examination shall be completed before the driver makes the first run.

2. Problem Discussion

The transportation supervisor and representatives of the bus drivers shall meet each summer before school begins to review all bus routes, turnarounds, and stops in an effort to insure greater safety.

a. Final determination of all stops and turnarounds shall be the responsibility of the superintendent or his/her designee.

(1) Once determined, no driver shall deviate from appointed stops and turnarounds without permission of the superintendent or his/her designee.

b. It shall be the responsibility of the drivers to arrange the meeting, time, and date by mutual agreement with the superintendent or his/her designee.

3. Driver's Responsibility

a. Each driver shall arrive at school no earlier than fifteen (15) minutes or less than five (5) minutes before school begins, and shall gauge the leaving and travel time accordingly.

b. Buses shall be driven in a safe manner at all times. The highway speed for a school bus shall not exceed 50 miles per hour. Gravel roads are to be driven much slower.

c. Each bus shall be stationed at the bus barn, and each bus shall be returned to the bus barn between runs.

d. Each driver shall report any and all bus defects or malfunctions to the supervisor immediately.

e. Each driver shall enforce all rules pertaining to student conduct.

f. Each driver shall be on his/her bus during the time students are loading or unloading.

g. When drivers are asked to attend driver education or training programs, they shall be reimbursed at the state reimbursement rate or the extra-trip rate whichever is greater.

4. Accidents

- a. Any driver receiving a moving violation ticket while operating a school bus may be subject to immediate suspension. Should investigation by a law enforcement agency find the driver innocent of charges, he/she shall be reinstated. A member that is suspended shall be with pay. Should investigation find the driver guilty, he/she may be subject to discipline up to and including discharge.
- b. Any driver involved in an accident while operating a school bus may be immediately suspended by the superintendent of schools and maybe required to submit to a drug and/or alcohol testing. Should investigation by a law enforcement agency find the driver not to be at fault, and test results are negative he/she shall be reinstated and made whole. Should investigation find the driver guilty, or test positive he/she may be subject to discipline up to and including dismissal. Any refusal or intentional delay to testing by the employee will be immediate grounds for dismissal.
- c. Each driver shall report in writing all personal injury accidents, property damage and all vehicular accidents immediately upon completion of the run. The driver will be responsible for completing any forms or reports.

ARTICLE XV: Compensation

- A. The wages for employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement.
- B. The probationary rate shall be 90% of the rate for the classification or run.

ARTICLE XVI No Strike Clause

The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

ARTICLE XVII Bus Information

A. Definitions

1. **Bus Run.** A single run consists of a single pick-up and delivery of children along an established route before and after school.
2. **Extra Trip.** An extra trip is any trip that does not involve the pick- up and delivery of children to and from home before and/or after school.
3. **Special Run.** Kindergarten "Round-up" and Vo-Tech.
4. **Special and Rare Circumstances.** Nothing in this Agreement shall preclude the transportation of students by supervisory employees when determined appropriate by the Superintendent and shall be limited to rare and special circumstances.

B. Run Assignments

1. All bus runs and the special runs will be discussed with the drivers at a meeting in August, or before school starts. All runs will be filled on the basis of seniority.
2. If a run opens due to a breakdown or absence of a regular driver, the Vo-Tech driver shall have first option over a regular driver to take the run, provided the run does not conflict with the Vo-Tech driver normal assignment or causes the district to pay overtime. If the Vo-Tech driver does not choose to take the run, then a supervisory staff may complete the run or a substitute may be called.
3. As long as it does not conflict with his/her regular schedule or causes an overtime pay situation, a regular run driver will be offered the special run on a rotation basis if the special run driver is absent. Any driver taking one of these runs on a substitute basis shall not lose his/her place on the rotation for extra trips. A driver refusing a run shall wait until all other drivers have had a chance at a run before he/she receives another turn.
4. Any driver substituting shall continue to substitute when possible until the absent employee has fully returned to that run or causes an overtime pay situation to occur

C. Extra Trip

1. All available extra trips shall be allotted on a rotation basis, using the bus numbers in rotation from low to high. Each September the rotation shall begin with the number following the last number used the previous school year.
2. All available extra trips shall be posted on a board in the bus barn. Posting shall be done a week in advance, if possible, and shall include the destination, time, and bus or buses assigned to the trip.
 - a. All available extra bus runs will be bid on in the following manner: Each bus number will be posted horizontally on the "extra trip board" in numerical order. "Extra Trips" will be posted vertically on the "extra trip board." Drivers will bid on the extra trips by putting their bus number in the column under their number in extra trip row. Runs will be awarded by rotation in numerical order as long as the trip does not cause an overtime pay situation. If a driver does not choose to bid on the run that would be his/hers by rotation, that driver is skipped until the next rotation. The supervisor will circle the number of the bus that has been awarded the extra trip. This will be done no later than two (2) days prior to the trip whenever possible.
 - b.. In the event there are insufficient volunteers for extra trips, the board may assign runs in reverse order of seniority.

- c. If a regular driver is unable to do special runs for a period of time longer than two (2) weeks, the employee will inform the bus supervisor in writing of the dates he/she will be unavailable for special runs. The bus supervisor will not be obligated to offer special runs to that driver until he/she receives notice in writing of that driver's availability to take special runs. If a driver refuses two (2) special runs in a calendar month, he/she will not be asked to do a special run for thirty (30) days.
3. All drivers shall use their regular bus on an extra trip unless otherwise specified by their supervisor.
4. A driver refusing an extra trip shall wait until all other drivers have had a chance at an extra trip before he/she receives another turn.
5. If a bus is to return empty on an extra trip, then the posting shall include a time when the driver shall return to pick up the student group if needed. The administration reserves the right to determine if and when a bus will return empty.
6. If an extra trip is canceled, the driver will be given the option of taking the next available trip. If a driver refuses the Board shall open and go back to the last driver out.
7. Extra trips shall be paid their hourly rate from the time of departure until the time of return. On non-school days the administration shall have the option of requiring an extra trip to be limited to a "pick-up and drop" run which shall be a minimum of two (2) hours at the extra trip rate. In addition, drivers will be paid the extra trip rate for necessary preparation of a bus that has not been previously prepared for operation that day, and the necessary cleaning of the bus upon return from the trip.
8. A driver taking an extra trip or special run shall be paid for his/her regular run rate and the extra trip rate will begin at the end of their normally scheduled run. (This is to avoid double-dipping.)

D. Miscellaneous

1. Once selected, the driver must keep the run or runs for the school year. The Board reserves the right to adjust a run during the year.
2. Summer school drivers shall be selected on the basis of seniority. All summer school extra trips shall also be based on seniority of the members driving during summer school.
3. Any driver reporting to work where the run or trip is canceled shall be paid one (1) hour at the extra trip rate.
4. Drivers who must rescue a stuck or stranded bus will be paid for at least one (1) hour at the extra trip rate the stranded bus will receive the layover rate. If the actual time exceeds one (1) hour, the driver will be paid actual time.
5. Drivers Responsibility. Drivers shall be responsible for performance of the following duties:

- Fifteen (15) minute warm-up
- Gas each day
- Check oil/water each day
- Sweep once a day
- Warm up each run
- Check tires and flashers each run
- Walk around inspection each run
- Sweep off back of bus when necessary
- Keep the interior clean (dusted, etc.)
- After each run or trip check for students

This provision shall not apply to the kindergarten run, except that the flashers must be checked, or to any driver other than bus drivers.

6. It shall be the responsibility of every driver to submit to the supervisor an accurate map depicting the specific routes his/her respective bus covers within two (2) weeks prior to the end of the school year. A separate map shall be submitted for each route the driver has. Maps must indicate the streets and approximate location of all his/her designated pick-up points. Accompanying the maps must be the names, addresses, and phone numbers of every student that is transported.
7. Effective with the first day of school, it shall be the responsibility of each driver to provide his/her supervisor with a draft student seating chart for each run. By the end of September a final copy of the seating chart and roster will be submitted to the supervisor.
8. The supervisor shall make out all routes.
9. The supervisor shall provide drivers with directions to the destination of all extra trips, upon request and when necessary.
10. Advance notice of any schedule changes (example: half days) will be posted one (1) week in advance whenever possible.
11. Should school operate more than 180 days, drivers will be compensated appropriately for each extra day worked.
12. In the event a drivers meeting is called by the bus supervisor and/or administration, each driver shall receive the layover rate. This shall not apply to the annual bus run bid meetings.

ARTICLE XVIII: Job Descriptions

A. Job Description and Classification

For each classification, job descriptions will be developed within one (1) year after ratification of this Agreement. Said descriptions shall be jointly developed by both the Administration and the Association but final determination will be reserved by the administration. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the district. The descriptions will include at a minimum:

1. Job title and description.
2. Minimum qualification requirements.
3. A general statement of required tasks and responsibilities.

B. Evaluation

In addition to other evaluation factors, evaluations of bargaining unit members' work performance shall be based on the job description, performance expectations and attendance. The employer may determine evaluation factors and criteria.

ARTICLE XIX: Miscellaneous Provisions
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A. Entire Agreement

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

B. Severability

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

C. Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

- D. The use of young adults (students) and/or adults involved in work programs is at the discretion of the Board. The use of any such programs will not result in the layoff or reduction of regular hours or bargaining unit members. Employees on layoff will not have a right to the work assigned above.

ARTICLE XX: Duration Of Agreement

A. The Agreement shall be effective July 01, 2005 and shall continue in effect through June 30, 2008.

**Addison Support Personnel
Association**

Addison Board Of Education

By: *Pamela A. Hanna*
President

By: *Jerry Reed*
President

By: *Thi Royal*
Secretary

By: *Will [Signature]*
Secretary

Dated: 9/15/05

Dated: 9/12/05

APPENDIX A: Wages

Custodian

2005-06	\$14.41 per hour
2006-07	\$14.70 per hour
2007-08	\$15.00 per hour

Bus Drivers

		2005-06	2006-07	2007-08
(Round-up)	Reg. Run	\$23.46/run	\$23.93/run	\$24.41/run
	Kdg.	23.46/run	23.93/run	24.41
	Extra Trp.	10.93/hr.	11.15hr.	11.37
	Vo-Tech	10.93/hr.	11.15/hr.	11.37