

MASTER AGREEMENT
BETWEEN
THE JEFFERSON SCHOOL DISTRICT
AND
MEA

58080
06 30 2007
MEA
TX

July 1, 2003 – June 30, 2007

BUS DRIVERS-BUS AIDES

TABLE OF CONTENTS

1
2 **Article 1**
3 Purpose.....4
4
5 **Article 2**
6 Union Recognition, Agency Shop, Check Off4 - 5
7
8 **Article 3**
9 Non-Discrimination5
10
11 **Article 4**
12 Visitation6
13
14 **Article 5**
15 Stewards 6
16
17 **Article 6**
18 Rights of the Board of Education7
19
20 **Article 7**
21 Safety7
22
23 **Article 8**
24 Jurisdiction.....7
25
26 **Article 9**
27 Contractual Work.....7
28
29 **Article 10**
30 Seniority8 - 9
31
32 **Article 11**
33 Vacancies.....9 - 11
34
35 **Article 12**
36 Elimination of Assignments 11
37
38 **Article 13**
39 Discipline of Students 12 - 13
40
41 **Article 14**
42 Discipline Discharge..... 13
43
44

1	Article 15	
2	Leave of Absence	14 - 15
3		
4	Article 16	
5	Grievance Procedure.....	15 - 20
6		
7	Article 17	
8	Hours and Work Week.....	20 - 23
9		
10	Article 18	
11	Sick Leave and Funeral Leave.....	23 - 26
12		
13	Article 19	
14	Group Insurance Protection.....	27 - 29
15		
16	Article 20	
17	General	30 - 33
18		
19	Article 21	
20	Jury Duty.....	33
21		
22	Article 22	
23	Longevity Pay	33 - 34
24		
25	Article 23	
26	Classification and Compensation.....	34
27		
28	Article 24	
29	Binding and Effective Agreement	34
30		
31	Article 25	
32	Scope, Waiver, and Alteration of Agreement.....	35
33		
34	Article 26	
35	Termination and Modification.....	35 - 36
36		
37	Schedule A	
38	Compensation	37 - 38
39		
40	Schedule B	
41	Holidays.....	39
42		
43	Execution	
44	Signatures.....	40

1 **Article 1**

2 **Purpose**

3
4 It is the purpose of this Agreement to promote and insure harmonious relations,
5 cooperation and understanding between the Board and the employees covered
6 hereby, to insure true collective bargaining and to establish standards of wages,
7 hours, working conditions and other conditions of employment.
8

9 **Article 2**

10 **Union Recognition, Agency Shop, Check-Off**

11
12 **Section 1. Union Recognition**

- 13
14 (a) The term "employee" as used herein shall include member Bus Drivers and
15 member Bus Aides employed by the Board, but excluding supervisors, and all
16 other employees.
17

18 **Section 2. Agency Shop**

- 19
20 (a) All employees employed in the bargaining unit, or who become employees in the
21 bargaining unit, who are not already members of the Union, shall within sixty
22 (60) working days of the effective date of this provision, or within sixty (60)
23 working days of their date of hire by the Board, whichever is later, become
24 members of the Union, or in the alternative, shall, within sixty (60) working days
25 of their date of hire by the Board, as a condition of employment, pay to the
26 Union a service charge in an amount equal to the regular monthly dues
27 uniformly required of employees of the Board who are members of the Union.
28
29 (b) An employee who shall tender or authorize the deduction of membership dues or
30 service fees uniformly required as a condition of acquiring or obtaining
31 membership in the Union, shall be deemed to meet the conditions of this Article
32 so long as the employee is not more than sixty (60) calendar days in arrears of
33 payment of such dues (or fees).
34
35 (c) Employees who fail to comply with the conditions of this Article shall be
36 discharged by the Board within thirty (30) calendar days after receipt of written
37 notice of such default is delivered to the Board by the Union.

1
2 (d) If any provision of this Article is deemed invalid under Federal or State Law, said
3 provision shall be modified to comply with the requirements of said Federal or
4 State Law.

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

9
10 (f) In the event that the Union refuses to accept any person so hired as a member,
11 said person may continue in employment by paying the regular monthly fees.
12

13 **Section 3. Check-Off**
14

15 (a) The Board shall deduct the initiation fee and Union dues or service fees from
16 each employee's pay and transmit the total deductions to the Financial Secretary
17 of the Union on or before the fifteenth (15th) day of each month, following that
18 month in which said deductions were made, together with a listing of each
19 employee, the employee's social security number, and the amount that is
20 deducted from each employee each month. Provided, however, that the Union
21 shall have submitted to the Board an authorization card signed by the employee
22 from whose pay said deductions are to be made.
23

24 (b) Such initiation fees, dues or service fees, as and when deducted, shall be kept
25 separate from the Board's general funds, shall be deemed trust funds, and shall
26 be forwarded to the Union forthwith.
27

28 **Article 3**

29 **Non-Discrimination**
30

31 The Board and the Union both recognize their responsibilities under Federal, State
32 and Local Laws pertaining to fair employment practices as well as the moral
33 principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by
34 this Agreement the commitment not to discriminate against any person or persons
35 because of race, creed, color, religion, sex, age, weight, height, national origin, or
36 disability.
37

1
2 **Article 4**
3 **Visitation**
4

5 Upon request by the Union and approval of the Building Administrator, and the
6 presentation of proper credentials, officers or accredited representatives of the Union
7 shall be admitted onto the Board's premises during working hours for the purpose of
8 ascertaining whether or not this Agreement is being observed by the parties, or for
9 assisting in the adjustment of grievances, provided that said visitation shall not
10 disrupt orderly operations.
11

12 **Article 5**
13 **Union Recognition**
14

- 15 (a) The employees will be represented by a President and an Executive Board, who
16 shall be chosen or selected in a manner determined by the employees and the
17 Union, and whose names shall be furnished, in writing, by the Union to the
18 Board.
19
- 20 (b) At the Union's request, the President and/ or Executive Board shall be granted
21 up to two (2) days per year without loss of pay to participate in Union sponsored
22 activities. The Board shall be responsible for substitute costs for the first day,
23 and the Union shall be responsible for substitute costs for the second day.
24
- 25 (c) Arrangements shall be made to allow the President and/or Executive Board time
26 off with pay for the purpose of investigating grievances and to attend grievance
27 and negotiating meetings, and other meetings as approved by the administration
28 as may be necessary, upon arrangements being made with the Transportation
29 Director.
30
- 31 (d) The President and/or Executive Board shall be supplied with the following
32 information within a newly hired employee's first (1st) week of employment:
33 name, date of hire, classification and job assignment.
34
35
36
37

1 **Article 6**

2 **Rights of The Board of Education**

- 3
- 4 (a) The Board shall have the right to exercise customary and regular functions of
5 management, including the right to hire, promote, transfer or suspend,
6 discharge, or demote employees for just cause, subject however to the
7 employee's right to bring a grievance if any provision of this Agreement is
8 violated by the exercise of such management functions.
- 9
- 10 (b) All rights, powers and interests which have not been expressly granted to the
11 Union by the provisions of this Agreement are reserved to the Board.
- 12

13 **Article 7**

14 **Safety**

15

16 The Board will take reasonable measures in order to prevent and eliminate any
17 present or potential job hazards which the employees may encounter at their places
18 of work in accordance with the regulations as applicable to School Districts. The
19 employer will be made aware in writing of the problem(s) with a response given in
20 writing after the problem(s) is dealt with.

21

22 **Article 8**

23 **Jurisdiction**

24

25 Persons not covered by the terms of this Agreement shall not perform work covered
26 by this Agreement, except for the purposes of instructional training, experimentation,
27 or in cases of emergency.

28

29 **Article 9**

30 **Contractual Work**

31

32 The right of contracting or subcontracting is vested in the Board. The right to
33 contract or subcontract shall not be used for the purpose of undermining the Union,
34 nor to discriminate against any of its members, nor shall the use of contracting or
35 subcontracting result in the reduction of the present work force as is now in effect,
36 nor in the event of the extension of service shall contracting or subcontracting be
37 used to avoid the performance of work covered under this Agreement.

1
2 **Article 10**

3 **Seniority**

- 4
- 5 (a) A newly hired employee shall be on a probationary status for ninety (90) working
6 days taken from and including the first (1st) day of employment. If at any time
7 prior to the completion of the ninety (90) working days probationary period the
8 employee's work performance is unsatisfactory, the employee may be dismissed
9 by the Board during this period without appeal by the Union. Probationary
10 employees who are absent during the first ninety (90) working days of
11 employment, shall work additional days equal to the number of days absent, and
12 such employees shall not have completed their probationary period until these
13 additional days have been worked.
14
- 15 (b) Upon satisfactory completion of the probationary period, the employee's seniority
16 date shall be retroactive to his/her date of unit hire as a regular driver, regular
17 bus aide, or shipping and receiving person.
18
- 19 (c) Employees shall be laid off and recalled according to their seniority in their
20 classification.
21
- 22 (d) An employee will lose his/her seniority for the following reasons:
23
- 24 1. The employee resigns.
 - 25
 - 26 2. The employee is discharged for cause.
 - 27
 - 28 3. The employee retires.
 - 29
 - 30 4. The employee transfers to a different unit.
 - 31
- 32 (e) Seniority shall be retained within the bargaining unit for an employee who
33 transfers to a supervisory position, with that employee having the right to
34 exercise the seniority that he/she had earned while he/she was a member of the
35 bargaining unit, and return to the bargaining unit in the event that the employee
36 vacates his/her supervisory position, provided a vacancy exists.
37

1 (f) An updated seniority list shall be furnished to the President and/or Executive
2 Board and a copy sent to the Union, on or about October 1st of each year. Such
3 list shall contain each employee's name, date of hire, and route and run
4 assignments.

5
6 (g) In the event that two or more new employees share the same first day of
7 employment, seniority among the new employees will be determined by to the
8 last four digits of the employees' Social Security Number, with the higher
9 numbers prevailing for greater seniority.

10
11 (h) Separate lists for each classification shall be provided.

12
13 **Article 11**

14 **Vacancies**

15 **Section 1. Initial Assignments**

16
17 All drivers and aides shall return to the assignment they held at the conclusion of the
18 previous year. Should that assignment be reduced, the affected employee may, if
19 he/she chooses, exercise his/her bargaining unit seniority and bump a lesser senior
20 member, who shall also have the right to exercise his/her seniority in like manner.
21 Members who do not have enough seniority to displace another member shall be
22 caused to work a lesser number of hours or be laid off, whichever is applicable. To
23 expedite this process, there shall be a general open meeting at which employees shall
24 be able to exercise their seniority through an oral bidding process. At this meeting,
25 each employee participating in the bidding process shall provide written verification
26 of his/her selection.

27
28 **Section 2. Temporary Runs**

29
30 (a) Any bargaining member unit driver/ bargaining unit aide who is bumped off or
31 has their temporary run eliminated will have the right to bump a less senior
32 bargaining unit driver/ bargaining unit aide off their temporary run.

33
34 (b) Any bargaining unit driver/ bargaining unit aide who has their temporary run
35 reduced at least one pay scale will have the right to bump a less senior
36 bargaining unit driver/ off their temporary run.

1
2 (c) Any bargaining unit aide who has their temporary run reduced by fifteen
3 minutes or more will have the right to bump a less senior bargaining unit aide
4 off their temporary run.

5
6 (d) Any bargaining unit driver/ bargaining unit aide who has their temporary run
7 reduced, eliminated, or has been bumped by a more senior bargaining unit
8 driver/ bargaining unit aide has the right to bump any non-bargaining unit
9 driver/ non-bargaining unit aide off any run.

10
11 (e) After all of the regular bus drivers/aides have either bid or elected not to bid on
12 any vacancy, the Board shall consider qualified applicants from outside.

13
14 (f) As additional vacancies occur, they shall be posted on the employees' bulletin
15 board. To expedite this process, there shall be a general open meeting at which
16 employees shall be able to exercise their seniority through an oral bidding
17 process. At this meeting, each employee participating in the bidding process
18 shall provide written verification of his/her selection.

19
20 (g) Bid rights for school bus driver positions posted are restricted to the bus driver
21 classification only.

22
23 (h) If the bargaining unit driver/aide has a defined return date of 60 calendar days
24 or more the run shall be posted when practical or within five (5) working days. In
25 the event a bargaining unit driver/ aide is absent for ten (10) consecutive
26 working days, the run shall be posted.

27
28 **Section 3. Bus Aide Vacancy**

29
30 In the event an aide position is created or becomes vacant, bus aides shall be given
31 preference for bidding purposes on the basis of seniority.

32
33 **Section 4 Posting Information**

34
35 All vacant runs, new runs, aide assignments, and temporary vacancy postings shall
36 include the following information: the type of run, the starting date, the rate of pay,
37 the bus number, the starting time and the approximate driving time.

1
2 **Section 5. Permanent Runs**
3

4 (a). Any bargaining unit driver/bargaining unit aide who is bumped from or has
5 their permanent run eliminated will have the right to bump a less senior
6 bargaining unit driver/bargaining unit aide off their permanent run.
7

8 (b). Any bargaining unit aide who has their permanent run reduced by fifteen (15)
9 minutes or more will have the right to bump a less senior bargaining unit aide
10 off their permanent run.
11

12 (c). Any bargaining unit driver/bargaining unit aide who has their permanent run
13 reduced, eliminated, or has been bumped by a more senior driver/bargaining
14 unit aide has the right to bump any non-bargaining unit driver, non-bargaining
15 unit aide off any run.
16

17 **Article 12**

18 **Elimination of Assignments**
19

20 An assignment consists of all the regular run or runs to which the driver/aide is
21 assigned on a daily basis, excluding noon and activity runs if so assigned. Noon and
22 activity runs shall be exempt from being part of an assignment for bidding purposes.
23 A driver/aide may give up noon or activity runs without affecting the remainder of
24 the assignment.
25

26 An assignment shall consist of one (1) or more runs. A run is defined as a pick-up
27 and/or take home of students.
28

29 Whenever it is determined by the Board that it is necessary to eliminate or reduce an
30 assignment, the affected employee or employees shall have the right to exercise
31 his/her bargaining unit seniority as outlined in Section 1 of Article 11.
32
33
34
35
36
37

1 Article 13

2 Discipline of Students

3
4 (a) The Transportation Director shall give each bus driver and bus aide a copy of the
5 Bus Safety Rules, a complete listing of all the students who are assigned to ride
6 the bus driver's and bus aide's bus and the bus number by no later than six (6)
7 weeks after the start of each school calendar year. No newly enrolled student
8 will be refused a ride on a bus the first day.

9
10 (b) In the event that disciplinary problems arise during the course of transporting a
11 student to or from school, the procedures to be followed shall be the following:
12

13 In the event that disciplinary problems involving any student or students would
14 occur, the following steps will be taken:
15

16 Violations:

17
18 1st: The bus driver shall first give the student or students an oral warning,
19 except in situations where the Administration considers immediate action
20 necessary.
21

22 2nd: The bus driver shall contact the Parent or Guardian by phone and/or
23 registered mail to discuss minor violations. Major violations will be
24 immediately handled by the administration.
25

26 3rd: If the student continues to be disruptive or disorderly, endangering the
27 safety of the passengers or depriving other students of their rights as
28 riders, the bus driver shall submit a written violation report to the
29 Transportation Director stating the student's violation and the bus driver's
30 actions of the violation.
31

32 The Transportation Director will discuss the violation with the student involved
33 and with the bus driver if necessary, and on conclusion of the meeting,
34 administer the appropriate action required by the violation(s). The
35 Transportation Director shall inform the student's parent(s) by phone and/or
36 registered mail of the student's violation(s) and the disciplinary action taken.
37 The Principal of the Building in which the student is enrolled will also be

1 informed. Records of the violation and action taken shall be maintained by the
2 bus driver, the Transportation Director and the Central Office Administration.

- 3
4 (c) At the time a student is suspended from riding the bus, a joint conference may
5 be scheduled by the Administration, when possible, among all of the involved
6 parties, including parents of the student(s), in order to attempt to resolve the
7 disciplinary problem and arrive at a solution that is satisfactory to all concerned.

8
9 **Article 14**

10 **Discipline Discharge**

- 11
12 (a) Dismissal, suspension and/or any other disciplinary action shall be only for just
13 and stated causes, which shall be given to the employee in writing, and a copy
14 sent to the Steward and the Union. The employee shall have the right to defend
15 himself/herself against any and all charges. When the Board feels disciplinary
16 action is warranted, such action must be initiated within five (5) working days of
17 the occurrence of the condition giving rise to the action, or within five (5) working
18 days of the date that it is reasonable to assume that the Board first became fully
19 aware of the conditions giving rise to the discipline. Actions which shall be
20 deemed sufficient for dismissal, suspension and/or other disciplinary action
21 shall include, but not be limited to: drunkenness, dishonesty, insubordination,
22 moral turpitude or willful violation of the agreed upon Board's rules.
- 23
24 (b) An employee may be dismissed, suspended or disciplined pending investigation,
25 and if the dismissal, suspension, and/or disciplinary action is found to be
26 without justification, the employee shall be reinstated with full back pay, full
27 seniority rights, and all fringe benefits that the employee would have earned
28 during the dismissal or suspension period. If the dismissal is sustained, or the
29 suspended employee is not reinstated through the grievance procedure, the
30 employee shall be deemed dismissed as of the date such action was taken.
- 31
32 (c) The Union, with specific written consent of the employee, shall have the right to
33 review the contents of the personnel file of any employee within the bargaining
34 unit, upon making the request to Business Manager. An employee making
35 request, shall have the right to review the contents of his/her own personnel file
36 maintained by the Board. Such review of personnel files must be done in the
37 Board Offices.

Article 15
Leave of Absence

- 1
2
3
- 4 (a) An employee who, because of illness or accident which is non-compensable
5 under the Worker's Compensation Law, is physically unable to report to work,
6 and has exhausted all means of compensation from the Board, shall be granted
7 an unpaid leave of absence for up to one (1) year, which may be extended upon
8 approval of the Board of Education, provided the employee furnishes the Board
9 with a written statement from his/her medical or osteopathic doctor of the
10 necessity and length of time for such absence, and for the continuation of such
11 absence when the same is requested by the Board. The Board reserves the right
12 to have the employee medically checked to validate the employee's illness.
13
- 14 (b) Unpaid leaves of absence may be granted for physical or mental illness,
15 prolonged serious illness in the employee's immediate family, which includes
16 husband, wife, children or parents.
17
- 18 (c) Unpaid leaves of absence may be granted for a specified period of time for
19 training related to an employee's regular duties in an approved educational
20 institution.
21
- 22 (d) Whenever an employee shall become pregnant, the employee shall by the end of
23 the fourth (4th) month, furnish the Board with a written statement from a
24 physician stating the approximate date of delivery and the length of time she
25 may continue to work. When the employee is required to interrupt her
26 employment upon the advice of the physician, the employee shall immediately be
27 granted a leave of absence. Upon her return to work, the employee will be
28 required to furnish a signed medical statement to the Board, from the employee's
29 physician, indicating that the employee is physically able to return to work. The
30 employee may be checked medically by the Board's physician at any such time
31 as deemed advisable to do so by the Board.
32
- 33 (e) The reinstatement rights of any employee who enters the military service of the
34 United States by reason of an Act or Law enacted by the Congress of the United
35 States, or who may voluntarily enlist during the effective period of such law,
36 shall be determined in accordance with the provisions of the law granting such
37 rights.

- 1
- 2 (f) Unpaid leaves of absence will be granted to employees who are active in the
- 3 National Guards or a branch of the Armed Forces Reserves for the purpose of
- 4 fulfilling their field training obligations, or in the event that the employees are
- 5 ordered to active duty for the purpose of handling civil disorders or other
- 6 emergencies, providing such employees make written request for such leaves of
- 7 absence immediately upon receiving their orders to report for such duty.
- 8
- 9 (g) Any employee in the bargaining unit who is either elected or appointed to a full-
- 10 time position or office in the Union, whose duties require his/her absence from
- 11 work, shall be granted an unpaid leave of absence for one (1) term of such office
- 12 or position, which may be extended upon approval by the Board of Education.
- 13
- 14 (h) All requests for leaves of absence shall be in writing, stating the reason for the
- 15 request and the approximate length of leave requested, with a copy of the
- 16 request to be maintained by the Board, a copy furnished to the Employee, and a
- 17 copy sent to the Union.
- 18
- 19 (i) An employee who meets all of the requirements as specified shall be granted a
- 20 leave of absence without pay, and shall accumulate seniority during the leave of
- 21 absence, and the employee shall be entitled to resume his/her regular seniority
- 22 status, and all job and recall rights. Leaves of absence may be granted at the
- 23 discretion of the Board for reasons other than those listed above, when they are
- 24 deemed beneficial to the employee and/or the Board. No employee shall be on
- 25 unpaid leave for longer than three (3) years.
- 26

27 **Article 16**

28 **Grievance Procedure**

29

30 Definitions:

31

- 32 (a) A grievance shall be defined as an alleged violation, misinterpretation or
- 33 misapplication of the express terms of this Agreement.
- 34
- 35 (b) For the purpose of processing grievances, working days shall be defined as
- 36 Monday through Friday, excluding all days school is not in session.
- 37

1 (c) The time elements in the steps may be shortened, extended or waived upon
2 written mutual agreement between the parties.
3

4 (d) Any employee or Union grievance not presented for disposition through the
5 grievance procedure within five (5) working days of the occurrence of the
6 condition giving rise to the grievance or within five (5) working days of the date it
7 is reasonable to assume that the employee or the Union, as the case may be,
8 first became aware of the conditions giving rise to the grievance, unless the
9 circumstances made it impossible for the employee or the Union, as the case
10 may be, to know prior to that date that there were grounds for such a claim, the
11 grievance shall not hereafter be considered a grievance under this Agreement.
12

13 (e) The failure of the Board's administrative representative at Step Two to comply
14 with the requirements of this Agreement regarding holding a meeting to discuss
15 the grievance issues and issuing a decision on the grievance within the time
16 limits set forth in that Step Level of the Grievance Procedure, shall permit the
17 Association to file an appeal of the grievance to the next higher Step of the
18 Grievance Procedure (but the absence of a written decision on the grievance
19 shall not be deemed to be an admission by the School District as to the
20 substantive merits of said grievance). The time for filing such an appeal shall be
21 measured from the date on which the administrator's response to the grievance
22 was due.
23

24 The failure of the Superintendent (or his/her designee) at Step Three of the
25 Grievance Procedure to comply with the requirements of this Agreement
26 regarding holding a meeting and issuing a decision on the grievance within the
27 time limits set forth in that Step Level of the Grievance Procedure shall permit
28 the Association to pursue, at its discretion, any of the following options:
29

- 30 1. The Association may elect to drop the grievance at that point.
31
- 32 2. The Association may elect to file with the Superintendent a written "Second
33 Demand for Response to Grievance" (a copy of which shall also be submitted
34 to the Board Personnel Committee). In the event of filing of such a Demand,
35 the Superintendent shall have five (5) working days from the date of receipt
36 of the Second Demand for Response to issue a decision on the grievance. It
37 is understood that the Board Personnel Committee has discretionary

1 authority to decide whether to specifically direct the Superintendent to issue
2 a decision in response to the Second Demand (but the Committee's decision
3 in this regard shall not be subject to review by a contract grievance
4 arbitrator).

- 5
- 6 3. The Association may elect to file an appeal of the grievance to the next
7 higher Step (Step Four – Board of Education) but the absence of a written
8 decision by the Superintendent shall not be deemed to be an admission by
9 the School District as to the substantive merits of said grievance.

10

11 The time for the Association to pursue either option 2. or 3. above shall be measured
12 from the date on which the Superintendent's response to the original grievance was
13 due.

14

15 Step One

- 16
- 17 (a) Any employee having a grievance shall discuss the grievance with the Director of
18 Support Services and then if the grievance is not settled orally, the employee
19 may request a meeting with the designated Association Representative to discuss
20 the grievance. The employee may request written confirmation of the discussion.

21

22 Step Two

- 23
- 24 (a) The designated Association Representative then may submit the grievance in
25 writing within the five (5) working day filing deadline set forth in "Definitions –
26 Section (d)" above, to the Director of Support Services, stating the remedy or
27 correction requested, plus the facts upon which the grievance is based and the
28 alleged contract violation. The employee and the designated Association
29 Representative shall sign the grievance. Upon receiving the grievance, the
30 Director of Support Services shall sign and date a receipt of delivery of the
31 grievance from the designated Association Representative. A meeting shall be set
32 within five (5) working days of the filing of the written grievance to discuss the
33 grievance. This meeting shall be at the call of the Administration. The designated
34 Association Representative shall have the right to file Association Grievances.
- 35

1 (b) The Director of Support Services shall give his/her decision in writing relative to
2 the grievance within five (5) working days of his/her meeting with the designated
3 Association Representative.
4

5 Step Three
6

7 (a) In the event that the decision of the Director of Support Services is not
8 satisfactory, the grievance may in the discretion of the Association be appealed
9 to the Superintendent of Schools within five (5) working days from the date of
10 receipt of the decision of the Director of Support Services. The Superintendent of
11 Schools shall meet with designated Representative(s) of the Association at a time
12 mutually agreeable to them within a reasonable time of receipt of the appeal.
13

14 (b) The Superintendent of Schools shall give his/her decision in writing within ten
15 (10) working days of the date of the meeting with the representatives of the
16 Association.
17

18 (c) In the event that the Superintendent of Schools does not timely comply with the
19 requirements of this Agreement regarding holding a meeting and issuing a
20 decision on the grievance within the time limits set forth in this section, and in
21 the further event that the Association elects to address this circumstance by
22 timely (within the five (5) working day deadline set forth in "Definitions - Section
23 (d) above) filing a "Second Demand for Response to Grievance", the
24 Superintendent of Schools shall have five (5) working days to issue a written
25 response to the grievance. In the event that the Superintendent still fails to issue
26 a written response to the grievance after receipt of the "Second Demand", the
27 Association may appeal the grievance to the Board of Education in accordance
28 with the procedures set forth in "Step Four" below.
29

30 Step Four
31

32 (a) Any appeal of a decision rendered by the Superintendent of Schools (or of the
33 failure of the Superintendent to timely respond to a "Second Demand for
34 Response to Grievance") must be presented in writing to the Board of Education
35 within five (5) working days from the date of receipt of the decision rendered by
36 the Superintendent of Schools (or, in the case of a "Second Demand for
37 Response", the date on which the Superintendent's response to the "Second

1 Demand" was due). The Board of Education shall hear any timely appealed
2 grievances within the next thirty (30) calendar days or the first meeting after the
3 thirty (30) days.
4

- 5 (b) The Board of Education shall give its decision in writing on the grievance within
6 ten (10) working days of the date of the meeting at which it considered the
7 grievance (or its next regular meeting, if the Board elects to defer decision for any
8 reason).
9

10 Step Five - Arbitration
11

- 12 (a) If the appealing party is not satisfied with the disposition of the grievance by the
13 Board of Education, then within fifteen (15) calendar days from the date of
14 receipt of the written answer given by the Board of Education, the grievance may
15 be submitted to arbitration.
16

- 17 (b) If the Association is not satisfied with the disposition of the grievance by the
18 Board, only the Association, and not the individual member, may submit the
19 grievance to arbitration before an impartial arbitrator. If the parties cannot agree
20 as to the arbitrator within fifteen (15) calendar days from the notification date
21 that arbitration will be pursued, he/she shall be selected by the American
22 Arbitration Association in accordance with its rules, which shall likewise govern
23 the arbitration proceeding.
24

- 25 (c) The Arbitrator shall have no power to alter, add to, subtract from or modify any
26 of the terms of this Agreement or any written amendments hereof, or to specify
27 the terms of a new Agreement, or to substitute his/her discretion for that of the
28 parties hereto.
29

- 30 (d) The Arbitrator, the Association or the Board may call any relevant person as a
31 witness in any arbitration hearing.
32

- 33 (e) Each party shall be responsible for the expenses of the witnesses that they may
34 call.
35

- 36 (f) The fees, expenses and filing fees of the Arbitrator shall be borne equally by the
37 parties.

1
2 (g) The Arbitrator shall render his/her decision in writing not later than thirty (30)
3 calendar days from the date of the conclusion of the arbitration hearing, or thirty
4 (30) days from the date of filing briefs, if requested.

5
6 (h) The decision of the Arbitrator shall be final, conclusive and binding upon all
7 Employees, the Board and the Association.
8

9
10 **Article 17**
11 **Hours and Work Week**
12

13 **Section 1. Work Week and Day**
14

15 (a) The regularly scheduled work week shall begin at 12:01 a.m. Monday and end
16 120 hours thereafter.
17

18 (b) The normal day shall be whatever would constitute the bus driver's or bus aide's
19 normal daily assignment.
20

21 (c) No driver shall be allowed to bid on any regular run, Kindergarten Run, or
22 Activity Run which will take him/her over forty (40) hours per week on a regular
23 basis. The procedure for the distribution of extra runs is defined in Section Four
24 (4) of this Article.
25

26 **Section 2. Overtime Rates**
27

28 Time and one-half (1.5) will be paid for all time worked in excess of forty (40) hours in
29 one week.
30

31 **Section 3. Reporting Pay**
32

33 Any regular employee called to work or permitted to come to work without being
34 notified by the Board that there will be no work, shall be paid two (2) hours' pay at
35 the base rate of pay if no pay would be earned if the employee were sent home.
36
37

1 **Section 4. Distribution of Extra Runs**

2
3 Definition: Extra bus runs are herein defined as those runs which are not normally
4 scheduled daily. The district will maintain two lists for field trips/extra runs where
5 upon each eligible driver will be listed in order of seniority. One list will be
6 maintained for Weekday runs (Monday 12:01 AM to Friday midnight) and another list
7 will be maintained for Weekend runs (Saturday 12:01 AM to Sunday midnight)
8

9 (a) At the beginning of each school calendar year, each bus driver shall indicate in
10 writing to his/her Transportation Director, on forms provided by the Board, if
11 he/she desires to be placed on either the Active or Inactive Seniority List, so that
12 the Transportation Director will have an available listing of all of the bus drivers
13 who desire to drive the extra bus runs. An employee may also request to be
14 transferred from either the Active Seniority List to the Inactive Seniority List or
15 from the Inactive Seniority List to the Active Seniority List during the first two (2)
16 weeks of either the start of the first (1st) or second (2nd) semester of the year by
17 requesting such application forms from the Transportation Director and by
18 submitting the proper application in writing to the Transportation Director.
19

20 (b) When extra runs are to be scheduled, the Transportation Director shall first
21 contact the bus driver with the highest seniority on the Active Extra Run
22 Seniority List. All union drivers will have the right to drive any eligible extra run
23 in (field trips, athletic trip, etc..) on a rotational (weekday/weekend) basis. If a
24 driver takes an extra run which would conflict with his/her normal AM/PM or
25 both runs, the driver is not assured of driving his/her normal run or portion of
26 the run. Then, as extra runs become available, the Transportation Director shall
27 continue to go down the Active Extra Run Seniority List until a bus driver is
28 available to drive the extra run. This procedure shall be followed for each
29 additional run that is to be scheduled. Once a bus driver has accepted or
30 rejected a field trip he/she shall not be eligible for another extra run until the
31 rotation is complete. A driver who accepts the field trip/extra run will also have
32 the right to drive his/her regularly scheduled run provided it does not conflict
33 with the time of the field trip. The driver may drive part of his/her regularly
34 scheduled run (1 tier) provided it does not conflict with the extra trip/extra run
35 time.
36

- 1 (c) A substitute bus driver may be used for an extra trip when there are no regular
2 bus drivers available.
- 3
- 4 (d) The Board has the right to assign the least senior bus driver on the Active
5 Seniority List to an extra bus run, in the event that all other drivers on the
6 Active Seniority List have refused to drive the extra run.
- 7
- 8 (e) The Board reserves the right, as a disciplinary measure, to deny extra runs to
9 bus drivers determined to be negligent on extra runs
- 10

11 **Section 5. Out of State/Overnight Trips**

12

- 13 (a) Whenever the Board would have the need to schedule an extra trip as herein
14 below defined, the Board shall notify the Union in writing of such trip prior to
15 the date that the trip is scheduled to be made.
- 16
- 17 (b) The Board in the interest of student safety, and possible bus breakdown,
18 reserves the right to charter a private bus or buses to transport students and
19 school equipment when the trip is outside the radius of one hundred (100) miles
20 of the School District or out of state or out of the United States or overnight.
- 21

22 **Section 6. Substitute Bus Driver/Aide**

23

- 24 (a) A substitute bus driver is defined as a bus driver who is utilized by the Board for
25 the purpose of driving a bus for a short period of time for a regular bus driver.
- 26
- 27 (b) In the event a regular driver or aide substitutes on another assignment other
28 than their own, they shall receive the regular rate of pay for the substitute
29 assignment.
- 30
- 31 (c) It is the intent of the parties that when assigning regular drivers/aides as
32 substitutes, for either classification, that no driver/aide be assigned substitute
33 hours that, when combined with the employee's regular run(s) would cause
34 him/her to work in excess of forty (40) hours in any given week.
- 35

36 The above shall not apply in emergency situations or in situations for which there are
37 no substitutes available.

1
2 **Section 7. Noon Runs**

3
4 The bus driver who drives a noon hour run shall be paid a minimum of two (2) hours
5 pay for such run, or the actual time, whichever is greater.
6

7 **Article 18**

8 **Sick Leave and Funeral Leave**

9
10 **Section 1. Sick Leave**

11
12 (a) Each employee covered by this Agreement shall accumulate one (1) sick leave
13 day per month, (equated to the appropriate hours), into an individual single sick
14 leave bank with a limit of sixty five (65) days maximum accumulation, equated
15 in hours, according to the following schedule:
16

17	School Term Employee	Ten (10) days per year
18	Twelve (12) Month Employee	Twelve (12) days per year

- 19
20 1. Sick bank days are changed to hours by multiplying the number of days to
21 be added to the sick bank by the daily hours worked as of the time of the
22 addition.
23
24 2. The maximum number of bank hours an employee can hold shall not
25 exceed 520 hours. Should the employee be reduced in hours, no sick bank
26 hours shall be lost but rather the maximum number allowed shall be
27 decreased by the change.
28

29 (b) The employee must work at least one (1) day per month before receiving credit
30 for the one (1) sick day allowed for that month.
31

32 (c) Sick leave shall be granted to an employee when he/she is incapacitated from
33 the performance of his/her duties by sickness, injury or for medical, dental or
34 optical examination or treatment. Sick leave shall also be granted when a
35 member of the immediate family of the employee, who resides in the household
36 of the employee, requires the care and attendance of the employee due to illness

1 or injury, in which case the employee may be required to furnish to the Board a
2 medical statement from a physician verifying the necessity of such absence.
3

4 (d) Employees who are unable to perform their duties because of illness or disability
5 must notify their supervisor before or at the start of the work day. Once an
6 employee reports in ill, that employee will be marked out for the remainder of the
7 day. If an illness or disability extends beyond the first (1st) work day, the
8 employee and the Transportation Director may make arrangements as to the
9 frequency of notification of the continued illness or disability. To return to work
10 after an absence of more than five (5) working days, the employee must submit
11 to the Transportation Director a statement from a physician indicating that the
12 employee is able to resume work in accordance with the health requirements of
13 the job. The Board reserves the right to refer the employee to the school
14 physician for verification of illness or disability, and to determine if the employee
15 is able to return to work.
16

17 (e) Records of sick leave accumulated and taken shall be furnished to the employee
18 on or about October 1st of each year.
19

20 (f) Employee may be compensated for up to ten (10) earned sick days (based on an
21 average of five (5) hours per day) annually at one-half (50%) of their current
22 contractual rate of pay. Payment for annual accumulated sick leave must be
23 requested by the employee in writing prior to October 1 following the work year
24 within which the sick days were earned.
25

26 (g) A one time opportunity to be paid for one-half of your sick time hours, either all
27 or a portion will be in effect until June 30, 2005.
28

29 **Section 2. Funeral Leave**

30

31 All employees covered by this Agreement shall be granted funeral leave, with earned
32 compensation for days the employee was scheduled to work, deductible from the
33 employee's earned allowable sick leave. The days must be consecutive with and
34 include the day of the funeral. Funeral leave, with earned compensation, shall be
35 granted as follows:
36

- 1 1. A maximum of five (5) consecutive work days in the event of the death of the
2 employee's spouse, children, step-children, mother, father, step-mother, step-
3 father, brother, or sister.
4
- 5 2. A maximum of three (3) consecutive work days in the event of the death of the
6 employee's mother-in-law, father-in-law, grandparents, or grandchildren.
7
- 8 3. One (1) work day in the event of the death of the employee's aunt, uncle, sister-
9 in-law, or brother-in-law.
10

11 Additional time, when required, to a maximum of five (5) work days, shall be granted
12 and such additional time shall be charged to the employee's earned allowable sick
13 leave.
14

15 In the event of the death of an employee of the Board, funeral leave shall be restricted
16 to a representative number of employees within each building, to attend the funeral,
17 with that number to be mutually agreed upon between the Superintendent of Schools
18 and the President Steward.
19

20 **Section 3. Personal Business Leave**

21

- 22 1. The parties agree there may be personal conditions or circumstances which may
23 require employee absenteeism for reasons other than heretofore mentioned. The
24 Board agrees that such leave, which is not to be deducted from sick leave, may
25 be used under the following conditions.
26
 - 27 a. Days Granted. All employees may use a maximum of two (2) leave days per
28 year for personal business.
29
 - 30 b. Leave Condition. This leave shall be used only in situations of urgency for
31 the purpose of conducting personal business which cannot normally be
32 transacted on the weekend, after school hours, or during vacation periods.
33 Personal business days may be taken for the following reasons: Medical,
34 Legal, Educational, Financial, or Domestic. Reasons for the use of such
35 personal days will be stated in writing when two (2) personal days are taken
36 consecutively.
37

1 c. Request Procedure. Employees desiring to use such a leave will submit
2 their requests on the application at least three (3) days in advance of the
3 anticipated absence except in cases of emergency; in such case, the
4 employee shall apply as soon as possible. This form must be filed with the
5 Director of Transportation.

6
7 d. Exclusions. Such leave shall not be used for non-essential affairs such as:
8 working at a part-time job, or working for themselves in a commercial
9 enterprise, for hunting, for fishing, for shopping, or other forms of
10 recreation. Such days of absence shall not occur immediately preceding or
11 following a vacation period or holiday if avoidable.

12
13 e. Authorization. The request form shall be signed by the Superintendent or
14 authorized agent and returned to the employee requesting the leave at least
15 one (1) day prior to the requested date. Approval or rejection will be so
16 indicated on the form.

17
18 2. Additional Leave. The Superintendent may grant two (2) additional days
19 chargeable to sick leave if an emergency exists. All requests shall be channeled
20 through the Director of Transportation.

21
22 3. Violation, Consequences, and Penalties. An employee violating the provisions of
23 this article shall be subject to a deduction of salary for days improperly used,
24 and may be subject to disciplinary action.

25
26 4. Unused personal business leave days (as per 1.a. above) will be added to the
27 employee's sick leave bank until the sick leave bank reaches sixty five (65) days.
28 Unused personal business day(s) shall not be added to the payment for annual
29 accumulated sick leave, in the event that the employee chooses that option
30 under Article 18 Section 1. (f.) and (g.) of this Agreement.

1 **Article 19**

2 **Group Insurance Protection**

3
4 **Section 1. Employees Who Work 25 Hours or More Per Week in the Unit**

5 Coverage - The Board shall provide insurance protection for the employee,
6 his/her family and any other eligible dependents as defined by M.E.S.S.A.
7 The coverage provided shall be as described below:
8

9 M.E.S.S.A. Pak Plan A:

10 Health	Choices II
11	
12 Long Term Disability	66 2/3%
13	\$2,500 Maximum
14	90 Calendar Days Modified Fill
15	Maternity Coverage
16	Freeze on Offsets
17	Pre-Existing Condition Waiver
18	Alcoholism/Drug - same as any other illness
19	Mental/Nervous - same as any other illness
20 Negotiated Life	\$15,000 with AD&D
21 Vision	VSP 2
22 Dental	80/80/80: \$1300
23 Plan Month - July	(\$1,000 Class I & II Maximum)
24	

25 The Board shall pay the full cost of the MESSA Choices II or comparable insurance
26 for employees and their dependents through June 30, 2005. Beginning June 30,
27 2005, enrolled employees shall contribute thirty-five (\$35.00) per month toward the
28 cost of the monthly health insurance premium. Beginning June 30, 2006 enrolled
29 employees shall contribute seventy-five (\$75.00) per month toward the cost of the
30 monthly health insurance premium. The annual value of the premium contributions
31 will be deducted on a pro rata basis each pay period. At the employees election,
32 contributions may be deducted on a pre-tax basis as may be allowed pursuant to
33 §125 of the I.R.S. Code as amended from time to time.
34
35
36
37

1
2 Those employees eligible for but not selecting Plan A will select Plan B which includes
3 the following:

4
5 M.E.S.S.A. Pak Plan B:

6
7 Long Term Disability 66 2/3% same as above
8 Negotiated Life \$15,000 with AD&D
9 Vision VSP 2
10 Dental 80/80/80: \$1,300
11 Plan Month - July (\$1,000 Class I & II Maximum)
12

13 **Section 2. Employees Who Work 20 to 24 Hours Per Week**
14

15 Coverage - The Board shall provide insurance protection for the employee and
16 his/her family. The coverage shall be provided by M.E.S.S.A. and will be as
17 described below:

18
19 Health Choices II

- 20
21 (a) Only one (1) person of a family employed by the Board may enroll for
22 hospitalization.
23
24 (b) The Board shall provide the employee and the employee's dependents with the
25 M.E.S.S.A./Delta Dental Care Plan C (co-pay 50% Class I and 50% Class II) and
26 the Orthodontic Plan (Class III maximum \$500.00).
27
28 (c) The Board shall pay the full premium for each such employee covered by this
29 agreement for a \$15,000 with AD&D term life insurance plan.
30
31 (d) The Board shall pay the full premium for the "M.E.S.S.A." Vision Care Insurance
32 VSP coverage for each such employee covered by this Section, with such
33 coverage to also be provided for the employee's dependents.
34
35 (e) Again, the Board shall pay the full cost of the MESSA Choices II or comparable
36 insurance for employees and their dependents through June 30, 2005.
37 Beginning June 30, 2005, enrolled employees shall contribute thirty-five

1 (\$35.00) per month toward the cost of the monthly health insurance premium.
2 Beginning June 30, 2006 enrolled employees shall contribute seventy-five
3 (\$75.00) per month toward the cost of the monthly health insurance premium.
4 The annual value of the premium contributions will be deducted on a pro rata
5 basis each pay period. At the employees election, contributions may be
6 deducted on a pre-tax basis as may be allowed pursuant to §125 of the I.R.S.
7 Code as amended from time to time.

8
9 **Section 3. Options**

10
11 Only one (1) person of a family employed by the Board may enroll for hospitalization
12 coverage. The un-enrolled spouse or child (if employed and eligible) may elect one of
13 the specified M.E.S.S.A. variable insurance options.

14
15 **Section 4. Premium Payments**

16
17 The Board shall make payment of insurance premiums for each full time employee to
18 assure insurance coverage for the full twelve (12) month period. When necessary,
19 premiums on behalf of the employees shall be made retroactively to assure
20 uninterrupted participation and coverage. Employees who resign shall have their
21 premium paid through the last day of the month in which the resignation becomes
22 effective.

23
24 **Section 5. Unpaid Leave**

25
26 If an employee is on an unpaid medical leave of absence, any part of the school year,
27 the Board will maintain the payment of premiums for each such employee for six (6)
28 months. In the event that the employee takes an unpaid leave of absence for any
29 other reason than medical, the Board will carry the insurance through the end of the
30 month in which the leave began. The employee will then be responsible for such
31 premiums through the month in which he/she returns to work.

1 **Article 20**

2 **General**

3
4 **Section 1. Tax Sheltered Annuities**

5
6 The Board agrees to deduct premiums for variable tax deferred annuities solely paid
7 for by the employee and to remit such premiums to the designated insurance
8 company that is approved by the Board and further provided that the insurance
9 company in question is on the Board's approved list.

10
11 **Section 2. Deductions**

12
13 The Board agrees to make available to the employees covered by this Agreement any
14 payroll deduction services which are available through the Board such as Savings
15 Bonds, Credit Union, etc.

16
17 **Section 3. Continuing Education**

18
19 The Board agrees to pay the full tuition fee for any employee it so designates to
20 attend a workshop, in-service training seminar, self-improvement course, or other job
21 related training which is of such a nature specifically designated to provide on the job
22 improvement.

23
24 **Section 4. Emergency School Closing**

25
26 Whenever the schools are closed due to severe weather or other emergencies, and the
27 employee does not report for work because of such conditions, the employee shall be
28 paid his/her normal day's pay even though no work is performed by the employee.
29 This provision does not include the closing of school due to a strike or work stoppage
30 nor in the event that the schools are closed due to a condition which is not an Act of
31 God. Such payment will be restricted to the first two (2) closings only.

32
33 **Section 5. Physical Examinations**

34
35 The employees covered by this Agreement shall annually be given a physical
36 examination at a time, date, and place to be determined by the Board, and conducted
37 by a physician appointed by the Board, which shall include a T.B. test and a Drug

1 test. Additionally, periodic random drug testing will be required. The Board shall
2 pay costs up to fifteen dollars (\$15). All additional costs shall be borne by the
3 employee.

4
5 **Section 6. Driver's Lounge**

6
7 The Board shall provide for all of the employees covered by this Agreement a lounge
8 which the employees will be able to utilize for break purposes. Rest room facilities
9 and a telephone shall be provided in the lounge for the use of the employees.

10
11 **Section 7. Bus Certification Tests**

12
13 The prospective employee shall pay the full cost of initial certification and the Board
14 shall pay the employee's renewal fee in an amount not to exceed \$50 including
15 endorsements as may be required from time to time.

16
17 **Section 8. Training**

18
19 In the event that driver training is required, such training shall be provided by the
20 Director of Transportation, whenever possible.

21
22 **Section 9. Washing and Cleaning Buses**

23
24 Bus Drivers are not responsible for washing their buses, but are responsible for a
25 clean bus interior. The Board will make provisions for the washing of the buses.

26
27 **Section 10. Expense Allowance**

28
29 The employees covered by this Agreement will be reimbursed for all reasonable
30 expenses incurred while driving an extra trip in excess of eight (8) hours, such as
31 meals, lodging when required, providing the employee submits to the Board receipts
32 for all such expenses. The Board shall also reimburse the employee the cost of all
33 admission tickets for any event in which the employee is required to pay the cost of
34 admission.

1 **Section 11. Pay Computation**

2
3 The Board shall include on each employee's check a breakdown showing the regular
4 and extra hours and trips which were paid for that pay period. All reimbursable
5 expenses shall be paid to the employee in a separate check no later than one (1)
6 month from the date the expenses were incurred.
7

8 **Section 12. Substitute Bus Drivers**

9
10 The Transportation Director shall maintain an adequate list of qualified Substitute
11 Bus Drivers.
12

13 **Section 13. Check Out and Clean Up Time**

14
15 Check out and clean up time shall be in addition to actual route time. All bus drivers
16 shall be allowed fifteen (15) minutes in the morning and fifteen (15) minutes in the
17 afternoon for check out and clean up time of their bus to comply with State and
18 Board requirements.
19

20 **Section 14. Extra Runs**

21
22 The Bus Driver who drives an extra run shall be paid the base rate of pay per hour
23 for driving time and at the rate of ten dollars (\$10.00) per hour sitting time. The
24 buses will remain on site except for overnight trips.
25

26 **Section 15. Downtime**

27
28 The Bus Driver shall be paid at the base rate of pay for no less than one-half (.5)
29 hour, or shall be paid for the actual time the driver is required to remain with his/her
30 bus due to an emergency situation, whichever is greater.
31

32 **Section 16. Two-Way Radios**

33
34 The Board will maintain two-way radios in each of the buses.
35
36
37

1 **Section 17. Extra Trip Tickets**

2
3 Extra trip tickets must be submitted to the Board within five (5) working days from
4 the date that a bus driver employee makes an extra trip in order that the employee
5 would be eligible to receive his/her pay for the same trip. Trip tickets which are not
6 submitted to the Board within five (5) working days from the date that a bus driver
7 makes an extra trip, shall not be paid.

8
9 **Section 18. In-Service Training**

10
11 It shall be the responsibility of the Board to provide inservice training. Members
12 being required to attend shall be paid at the sitting rate. Courses in CPI and/or CPR
13 training as well as other training that may be deemed necessary from time to time
14 will be offered periodically by the Board.

15
16 **Section 19. Smoking**

17
18 Smoking on school grounds, buildings, and vehicles shall be controlled by Board
19 Policy.

20
21 **Article 21**

22 **Jury Duty**

23
24 Employees requested to appear for jury qualifications or services shall receive their
25 pay from the Board for such time lost as a result of such appearance or service, less
26 any compensation received for such jury service. In the event that an employee is
27 subpoenaed as a witness in any case connected with the employee's employment by
28 the Board, the employee will be paid his/her full pay.

29
30 **Article 22**

31 **Longevity Pay**

32
33 Section 1. For the 2004–2005 school year members covered by this agreement who
34 are regularly and actively performing assigned duties shall receive longevity pay
35 according to the schedule listed below. For the 2005–2006 school year, employees
36 covered by this agreement who are regularly and actively performing assigned duties
37 shall receive three quarters (75%) of the longevity pay according to the schedule listed

1 below. For the 2006-2007 school year, employees covered by this agreement who are
2 regularly and actively performing assigned duties shall receive one-half (50%) of the
3 longevity pay according to the schedule listed below. The longevity benefit of this
4 provision expires completely at June 30, 2007. No longevity benefits will extend
5 beyond June 30, 2007.

6
7 **Longevity Schedule:** (Expires effective June 30, 2007)

8
9 (a) Employees covered by this Agreement shall be compensated at 95% of their
10 normal day's pay, by the following schedule:

11

12	Yrs. of Serv.	Less than 20	20 thru 24	25 or more
13	in District	hrs. per wk.	hrs. per wk.	hrs. per wk.
14				
15	5 thru 10	-0-	1 week	2 weeks
16				
17	11 thru 19	-0-	1 week	3 weeks
18				
19	20 thru 24	-0-	1 week	4 weeks
20				
21	25 or more	-0-	1 week	5 weeks
22				

23 (b) All earned longevity pay will be included in and paid to each employee not later
24 than the last Board payroll check in July

25
26 **Article 23**

27 **Classification and Compensation**

28
29 The parties hereto agree that employees covered by this Agreement shall be
30 considered engaged in the type of work and classifications as set forth on Schedule A
31 attached hereto and made a part hereof by reference.

32
33 **Article 24**

34 **Binding Effective Agreement**

35
36 This Agreement shall be binding upon the parties hereto, their successors and
37 assigns.

1
2 **Article 25**

3 **Scope, Waiver, and Alteration of Agreement**
4

5 **Section One**
6

7 No agreement, alteration, understanding, variation, waiver or modification of any of
8 the terms or conditions or covenants contained herein shall be made by any
9 employee or group of employees with the Board, unless executed in writing between
10 the parties hereto and the same has been ratified by the Union and the Board.
11

12 **Section Two**
13

14 The waiver of any breach or condition of this Agreement by either party shall not
15 constitute a precedent in the future enforcement of the terms and conditions herein.
16

17 **Section Three**
18

19 If any Article or Section of this Agreement or any supplements thereto should be held
20 invalid by operation of law or by any competent jurisdiction or tribunal, or if
21 compliance with or enforcement of any Article or Section of this Agreement should be
22 restrained by such tribunal, the remainder of this Agreement shall not be effected
23 thereby, and the parties shall enter into immediate collective bargaining negotiations
24 for the purpose of arriving at a mutually satisfactory replacement for such Article or
25 Section.
26

27 **Article 26**

28 **Termination and Modification**
29

30 (a) This Agreement shall continue in full force and effect until June 30, 2007.
31

32 (b) If either party desires to terminate this Agreement, it shall, ninety (90) calendar
33 days prior to the termination date, give written notice of termination. If neither
34 party shall give notice of termination or withdraws the same prior to the
35 termination date of this Agreement, it shall continue in full force and effect from
36 year to year thereafter subject to notice of termination by either party on ninety
37 (90) calendar days written notice prior to the current year of termination.

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18

(c) If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date, or any subsequent termination date give written notice of amendment, in which the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the MEA and if to the Board, addressed to the Jefferson Schools, 2400 North Dixie Highway, Monroe, Michigan 48162, or to any other address the Union or the Board may make available to each other.

(e) The effective date of this Agreement is July 1, 2003.

Schedule A
Compensation

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18

<u>Classification</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Bus Driver	\$20.89/hr.	\$20.89/hr.	\$20.89/hr.	\$20.89/hr.
Sitting Time	\$10.00/hr.	\$10.00/hr.	\$10.00/hr.	\$10.00/hr.
Bus Aide	\$11.32/hr.	\$11.32/hr.	\$11.32/hr.	\$11.32/hr.
Shipping/Receiving Clerk*	\$17.68/hr.	\$17.68/hr.	\$17.68/hr.	\$17.68/hr.

* Although this position is in the Bus Driver Contract, this person shall work the same calendar year as the custodians. Holidays and vacations shall be that of the Custodial Contract.

Bus Aides will be paid for time between runs for the morning runs and the afternoon runs. During such time they may be assigned additional job related duties by the Transportation Director.

The bus driver shall be paid according to the following formula and schedule:

1 Driving Time with	Pay
2 24 Minute Scale	Scale
3	
4 1 hr. 18 min. to 1 hr. 42 min.	30 hours
5 1 hr. 43 min. to 2 hrs. 06 min.	33 hours
6 2 hrs. 07 min. to 2 hrs. 30 min.	36 hours
7 2 hrs. 31 min. to 2 hrs. 54 min.	39 hours
8 2 hrs. 55 min. to 3 hrs. 18 min.	42 hours
9 3 hrs. 19 min. to 3 hrs. 42 min.	45 hours
10 3 hrs. 43 min. to 4 hrs. 06 min.	48 hours
11 4 hrs. 07 min. to 4 hrs. 30 min.	51 hours
12 4 hrs. 31 min. to 4 hrs. 54 min.	54 hours
13 4 hrs. 55 min. to 5 hrs. 18 min.	57 hours
14 5 hrs. 19 min. to 5 hrs. 42 min.	60 hours
15 5 hrs. 43 min. to 6 hrs. 06 min.	63 hours
16 6 hrs. 07 min. to 6 hrs. 30 min.	66 hours
17 6 hrs. 31 min. to 6 hrs. 54 min.	69 hours
18 6 hrs. 55 min. to 7 hrs. 18 min.	72 hours
19 7 hrs. 19 min. to 7 hrs. 42 min.	75 hours

20 The bus driver shall be paid as per the above schedule, which shall include driving
21 time, check out and clean up time. The pay scale indicated above is inclusive of the
22 number of hours that the employee shall be paid for each ten (10) working days.

1 **Schedule B**

2 **Holidays**

3 The Board recognizes the following as paid holidays:


- 4 1. Thanksgiving
5 2. Christmas Eve Day
6 3. Christmas Day
7 4. New Year's Day
8 5. Good Friday

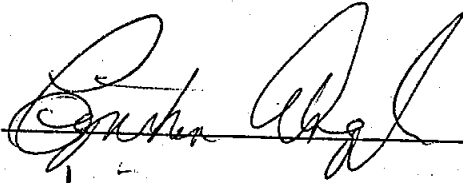
9
10 Following the holiday the pay for that holiday will be reflected in the next check. In
11 order to be eligible for holiday pay, the employee must work the last scheduled work
12 day prior to the holiday or be on paid leave that day.
13
14

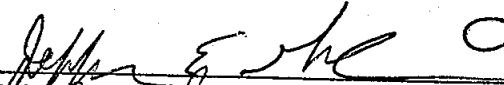
1
2 IN WITNESS WHEREOF: the parties hereto have caused this instrument to be
3 executed.

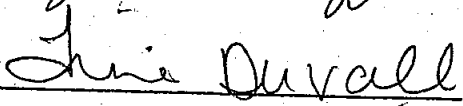
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5 JEFFERSON SCHOOLS
6 BOARD OF EDUCATION

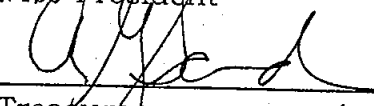
MEA

7 
8 _____
9 President



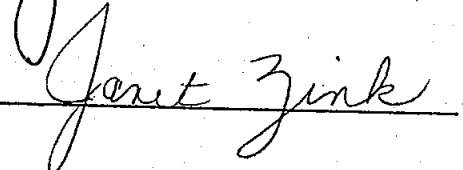
10
11 
12 _____
13 Vice-President

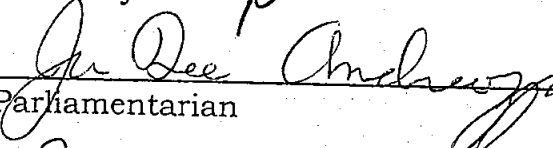


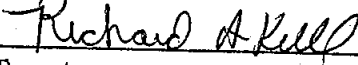
14 
15 _____
16 Treasurer

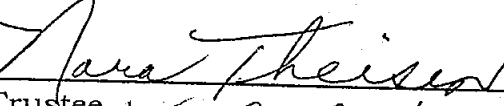


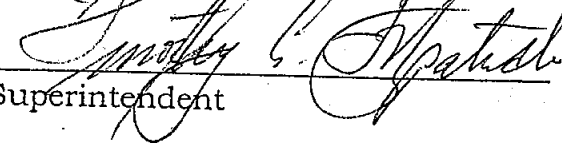
17 
18 _____
19 Secretary



20 
21 _____
22 Parliamentarian

23 
24 _____
25 Trustee

26 
27 _____
28 Trustee

29 
30 _____
Superintendent

