

**2007-2009**  
**MASTER AGREEMENT**  
**Between The**  
**FRUITPORT COMMUNITY SCHOOLS**  
**BOARD OF EDUCATION**  
**And The**  
**FRUITPORT BUS DRIVERS/**  
**FOOD SERVICE ASSOCIATION,**  
**MEA-NEA**



## **AGREEMENT**

This Agreement is entered into this 24th day of September 2007, by and between the Board of Education of the Fruitport Community Schools, Fruitport, Michigan, hereinafter called the "Board" and the Fruitport Bus Drivers/Food Service Association, MEA NEA, hereinafter called the "Association" or the "Union".

### **ARTICLE 1**

#### **RECOGNITION**

- A. In accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for all employees of the Board included in the bargaining unit defined below:

All Bus Mechanic's Helpers, regular full-time bus drivers, and all food service employees, excluding Clerical employees, mechanics, custodians, teachers, supervisors, and guards.

- B. The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above and references to female employees shall include male employees and vice versa.
- C. The Board agrees not to negotiate with or enter into any agreement with any employee organization other than the Association for the duration of the Association's status as the exclusive representative as defined above.
- D. Regular full time employee bus drivers are those employees who are assigned to a regular daily bus route. Food service employees who are regularly employed at least thirty (30) hours per week are considered full time. Food service employees who are regularly employed less than thirty (30) hours per week are considered part time.

### **ARTICLE 2**

#### **AGENCY SHOP**

- A. Service Fees

Each bargaining unit member shall, as a condition of employment:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or

2. Pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

B. Objections Policy

Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been available of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

C. Dues Deduction

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning September and ending in June of each year.

D. Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, insurance programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Union and the Employer.

- E. The Board agrees to remit the amounts mentioned above to the Association on a regular basis.
- F. The Association hereby agrees to indemnify the Board of Education and hold it harmless from any and all claims, liabilities, or judgments including attorney's fees that may arise by reason of action taken by the Board as a result of enforcing the provisions of this Article. The Association has the right to choose the legal counsel.

### ARTICLE 3

#### MANAGEMENT RIGHTS

- A. Except as expressly limited by this Agreement, the Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, whether heretofore exercised or not, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
  - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
  - 3. To determine the hours of work and the duties, responsibilities and assignments of bus drivers and other employees with respect thereto, and with respect to administrative and non-teaching terms and conditions of employment.
  - 4. To maintain discipline of employees, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline. The Board will inform the Association in writing of any changes in existing rules or regulations of the establishment of new rules and regulations before such changes are made effective.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

## ARTICLE 4

### EMPLOYEE AND ASSOCIATION RIGHTS

- A. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer, unless it adversely affects the Board's ability to conduct its operation.
- B. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.
- C. Representation at Meetings
- An employee shall be entitled to have present a representative of the Association during any meeting to discuss disciplinary action.
- D. No employee shall be required to meet with students, parents or other citizens without the presence of his/her immediate supervisor other designated administrator. If any such meeting is held and the supervisor (or other designated administrator) knows in advance of the meeting that he/she will not be supportive of the employee, the employee shall be granted the right to a representative of the Association as provided in 4.C. above. The immediate supervisor (or other designated administrator) will meet with the employee prior to the meeting with the student, parent or other citizen in order to brief the employee and otherwise prepare for the meeting with the student, parent or other citizen.
- E. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school district property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Non-employees shall notify the office when they will be on school premises.
- F. Personnel File
1. Review
- Each bargaining unit employee shall have the right, upon request, to review the contents of his/her own personnel file that were made part of the file after the date of his/her employment. The employee may have an Association representative accompany him/her in such review. The Board may also have a representative during the review to protect the contents of the personnel file. Other examination of an employee's file shall be limited to supervisory personnel and their agents, except that a non-bargaining unit member Union representative may review such files for contract administration purposes or to provide the employee representation in other Administrative or legal proceedings.

2. Content

No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, unless restricted by law, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. Complaints shall be removed from the bargaining unit member's file after two calendar years provided there are no further complaints of a similar nature and said complaint was not used as the basis for discipline.

- G. All rules and regulations and all changes in rules and regulations shall be given in writing to the Association with a copy posted and personal copies made available to each employee prior to the implementation date of the respective rule and/or regulation.
- H. The Association may place a lockable filing cabinet in the Bus Garage and/or kitchen area for its exclusive use.

**ARTICLE 5**

**DISCIPLINE**

- A. The Board shall not discharge, suspend, or otherwise discipline any non-probationary employee without just cause.
- B. A non-probationary employee found to have been discharged, suspended or otherwise disciplined without just cause shall be reinstated, paid any lost wages and benefits and otherwise made whole.
- C. Oral reprimands shall not be valid unless a written notification is given to the employee and a copy given to the union representative.
- D. Whenever possible, as determined by management, discipline shall not occur until after an AM or PM bus run for transportation employees or after a regular shift for food service employees. The employer will consult with the union representative prior to administering the discipline.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### A. Definitions

1. Grievance. A “grievance” is an alleged violation of this Agreement.
2. Grievant. The “grievant” is the person or persons making the claim and may be an employee, a group of employees, or the Association.
3. Work Days. The term “work days” when used in this Article shall mean Monday, Tuesday, Wednesday, Thursday, and Friday of any week except that no day that is designated as a holiday in this Agreement shall be counted as a work day.

#### B. Failure to Comply – Time Limits

If the grievant fails to comply with the time limit or the grievance is not appealed to the next step, it shall be considered settled on the basis of the Board’s last written answer to the grievance. If the Board as the responding party fails to comply with any time limit at any step, the grievance shall be allowed to pass to the next step in the grievance procedure. The parties may, however, agree to extend the time limits at any step. In the case of a grievance involving any continuing monetary liability, the Board shall not be obligated for any compensation or back pay for any period more than thirty (30) calendar days prior to the filing date of the grievance.

#### C. Right of Employee to Have Grievance Adjusted

Nothing contained in this article shall be construed to prevent any individual employee from presenting a grievance, appealing a grievance, or having a grievance adjusted without intervention by the Association; provided that any such adjustment is not inconsistent with the terms of this Agreement, and providing further that the Association has been given an opportunity to be present at such adjustment.

#### D. Grievance Procedure

1. Step One. The Association shall reduce the grievance to writing together with a proposed solution thereto and shall deliver a copy of the grievance to the immediate supervisor. The grievance shall be filed no later than fifteen (15) work days from the date of the occurrence or the date the grievant reasonably should have known of the occurrence of the alleged violation of the Agreement. The written grievance shall be titled “Statement of Grievance” and will attempt to include all of the following information:
  - a. The name of the grievant or grievants.
  - b. The names of all other persons involved.



- c. The number and title of any and all articles of this Agreement alleged to have been violated, and by appropriate reference the sections and paragraphs of such articles alleged to have been violated.
- d. A full statement of the facts giving rise to the grievance.
- e. The contention of the grievant or grievants as to how the facts indicate violation of this Agreement.
- f. The relief requested.

Within ten (10) work days of the receipt of the grievance, the immediate supervisor shall meet with the Association's designated representative in an effort to resolve the grievance. The grievant, at his/her discretion, may be present at such meeting. Within five (5) work days of the above meeting the immediate supervisor shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.

- 2. Step Two. In the event the grievance is not satisfactorily resolved at Step One the Association's designated representative, within five (5) work days of his/her receipt of the answer, or within five (5) work days of the due date of the answer may transmit the grievance in written form together with a proposed solution thereof to the Superintendent. Within ten (10) work days of the receipt of the grievance the Superintendent shall meet with the Association's designated representative in an effort to resolve the grievance. The grievant, at his/her discretion, may be present at such meeting. Within five (5) work days of the above meeting the Superintendent shall deliver a written answer to the grievance to the Association's designated representative either granting or denying it and if it is denied, stating the reasons for denial.
- 3. Step Three. If the grievance is not resolved in Step Two, it may be appealed to the Board by the Association's designated representative within five (5) work days after the receipt of the Step Two answer or within five (5) work days of due date of the written answer in Step Two. Such appeal shall be in writing and delivered to the President or the Secretary of the Board, with a copy to the superintendent, and shall state the reasons for the Appeal and shall be accompanied by copies of the grievance chain (grievance, attachments, answers). The Board, at the next regular meeting following receipt of the grievance by the Secretary of the Board, will consider the grievance and will give its answer in writing within seven (7) work days after the date of such regular meeting.
- 4. Step Four. Arbitration. In the event the answer by the Board is not satisfactory to the Association, then within thirty (30) calendar days following the date of receipt of the Board's answer the Association only, and not an individual employee, may file a demand for arbitration of the dispute to the American Arbitration Association

with a copy of the demand delivered to the Superintendent, all pursuant to the following rules and conditions:

- a. The grievance shall relate solely to the application and interpretation of the terms and conditions of this Agreement.
- b. The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement and he/she shall have no authority to hear or rule upon any of the following:
  - (1) Any matter involving the Board's discretion in the expenditure of funds for capital outlay;
  - (2) The fixing or establishment of any salary schedule;
  - (3) The termination of or decision not to reemploy any probationary employee; or
  - (4) The evaluation of an employee, unless it is a claim of failure to follow established procedures or the evaluation is being used to justify a disciplinary action or discharge.
- c. The decision of the Arbitrator shall be final and binding.
- d. Upon receiving a list of arbitrators from the American Arbitration Association, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, he/she shall be selected by the rules of the American Arbitration Association. The parties shall be bound by the rules of the American Arbitration Association.
- e. Only one grievance shall be heard by an arbitrator at any one appointment.
- f. The costs and expenses of the arbitrator shall be shared equally by the parties.
- g. Any grievance not taken to arbitration within the above stated time limits shall be deemed settled based upon the Board's last answer.

E. No Strike Clause

The association, its officers, agents, affiliates, members, and employees agree that there will be no strikes, sitdowns, stoppages of work, slow-downs, picketing, boycott, withholding of services, or any unlawful acts that interfere with the Board's operations. Any violation of the foregoing may be made a subject to disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the Board's right to any other remedy under law for such violation.

## ARTICLE 7

### SENIORITY

- A. One Classification Vice President for each classification shall be granted super-seniority for all purposes of layoff and recall. The Union shall notify, in writing, the identity of the Classification Vice Presidents. The super-seniority shall be limited to bumping the least senior employee working in the classification; provided, that super-seniority shall not apply to field trips nor to work in the summer (between regular school years). The Association hereby agrees to indemnify the Board and hold it harmless from any and all claims, liabilities or judgments, including attorney fees that may arise by reason of action taken by the Board as a result of enforcing the provisions of this section. The Association has the right to choose the legal counsel.
- B. “Seniority” shall mean the length of uninterrupted service with the employer effective with the initial assignment of a regular daily bus route for drivers and the date of hire into the Bargaining Unit for all other employees. No member employed prior to July 1, 1998, shall have their seniority adjusted as a result of this article.
- C. Seniority List. The Board shall prepare and submit to the Association within thirty (30) calendar days of the ratification of this Agreement a Seniority List showing the name, seniority rank by numeral and the day/month/year of the initial assignment of a regular daily bus route for drivers and the date of hire into the Bargaining Unit for all other employees. Biannually, the Board shall keep the seniority list up to date and post it on the bulletin board in the bus garage, each kitchen and one copy of the current list provided to the Association. A separate seniority list will be maintained for each bargaining unit classification.
- D. An employee shall lose his/her seniority for the following reasons:
1. if he quits
  2. if he is discharged and the discharge is not reversed;
  3. if he is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send notification by certified mail to the employee at his last known address as shown by his employment records that he has lost his seniority, and his employment has been terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.
  4. if he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
  5. if he/she retires;
  6. if the employee fails to report to work at the expiration of an authorized leave of absence;

7. if the employee is laid off for a period equal to the length of his/her seniority or eighteen (18) months, whichever is greater.
- E. No seniority shall be granted for that portion of a continuous sick leave in excess of 180 workdays. No leave of absence shall be considered as an interruption of service for the purpose of Section B. above. Any period of time for which seniority is not granted shall be recorded on the Seniority List and the employee's date of hire on the Seniority List shall be adjusted to that later date that would represent the period of time lost.
- F. In the event that two or more bus drivers have equal seniority, they shall be assigned seniority ranking in order of the dates each first drove a bus for the district either as a substitute or as a regular driver (with the earliest date being considered most senior.). For all other employees and bus drivers if the foregoing does not break a seniority tie, a random selection procedure that is mutually agreeable between the Board and the Association shall be used to break the seniority tie. The results shall be recorded on the Seniority List.
- G. Classifications

For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications.

1. Transportation  
Job: Bus Driver  
Job: Mechanic's Helper
2. Food Service  
Job: Food Service Employee  
Job: Head Cook

## ARTICLE 8

### LAYOFF & RECALL

- A. "Layoff" shall mean a reduction in the work force.
- B. Seniority shall apply to layoff and recall as follows:
  1. When a reduction in force occurs, employees with the least district seniority within the classification will be the first to be laid off. The employer shall provide an affected employee with at least fifteen (15) working days notice of his/her layoff if it occurs during the school year and at least twenty-one (21) calendar days notice before the first scheduled student day of the upcoming school year if it occurs between school years.

2. The Board shall, except when in its discretion the laid off employee will be unable to report to work on time, call laid-off employees (who have made written application to be called for substitute work) for available work prior to calling substitutes or others. If a laid-off employee accepts such an assignment, he/she shall receive his/her regular rate of pay but not be entitled to any other benefits unless the assignment exceeds ten (10) consecutive work days. The return of a laid-off employee to work on a substitute basis shall not be considered a recall from layoff and does not constitute a break in the layoff for the purpose of Article 7, Section D.7.
3. When the work force is increased after a layoff, employees will be recalled in the order of most seniority within the classification first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. Notice shall be given by the employee of his intent to return to work within seven (7) calendar days of date of mailing. If an employee fails to report to work within ten (10) calendar days from date of mailing of notice of recall he shall be considered a quit.

**ARTICLE 9**  
**TRANSPORTATION ASSIGNMENTS**

A. Definitions

1. A “route” shall mean the planned travel of a bus for the purpose of picking up students at their home and delivering them to school or for the purpose of picking up students at school and delivering them home or a combination of both purposes.
2. A “run” shall mean two or more routes that are scheduled to be driven by the same driver in a consecutive manner. There are morning runs and afternoon runs.
3. A “regular run” shall mean any run scheduled on a regular basis.
4. A “combined run” shall mean the morning run or route and the afternoon run or route involving the same basic group of students and is one run for assignment purposes.
5. An employee’s “assignment” shall be considered to include all the combined run, run(s) and route(s) assigned to the respective employee.
6. A “permanent vacancy” means any new or previously filled combined run, run or route which the Board intends to fill. Each combined run, run and route shall be considered as a separate “permanent vacancy” for the purpose posting.
7. A “temporary vacancy” shall mean any combined run, run or route that the assigned employee is not able to perform as a result of being on suspension, leave,

or otherwise absent from work and any combined run, run or route that the assigned employee is not able to perform as a result of being granted some other temporary vacancy.

8. A "shuttle" shall mean the travel of a bus within the boundaries of the school district.
  - a. A "shuttle run" shall mean a shuttle which does not conflict with any regular run time, with a guarantee of not less than one (1) hour pay at the basic rate, for each end of the shuttle.
  - b. A "merger shuttle run" shall mean shuttles that conflict with regular run times. They will be assigned according to the dictates of operating efficiency and seniority. Any driving time beyond the regular run time shall be compensated at the basic rate of pay.
9. A "field trip" shall mean the travel of a school bus to transport pupils to and/or from the school district and a destination outside of the boundaries of the school district.
10. "Driver availability" in reference to shuttles shall mean that the driver has no other conflicting assignment, either permanent or temporary.

B. At the beginning of the school year, the Board shall make up the bus routes, runs, combined runs and shall determine which bus will be assigned to them. To accomplish the purpose of having the same driver assigned to the same basic route and group of students for the afternoon run as the morning run, the Board in its discretion shall establish as many combined runs as are feasible and efficient. The Board in its discretion may change the buses, bus stops, routes, runs, and combined runs as often and in any manner as it may decide is in the best interest of the school district. The following shall apply to determining which run is assigned to which employee:

1. Except as provided in the determination of combined runs, runs and/or routes shall not be tied together for the purpose of determining assignments.
2. When possible at the start of each year, assignment selection procedures will be conducted at least one week prior to the first student day and two weeks prior to summer. Each tentatively proposed combined run, run and route shall be posted in the bus garage lounge at least one week prior to the selection meeting. The posting shall include detailed information for each combined run, run and route. Selection of assignments shall be in descending order starting with the most senior employee. The Union steward or a representative shall be in attendance. Employees on sick leave and/or other leaves of absence or not certified to drive shall not be allowed to use their seniority to select a combined run, run(s) or route(s) at this time or in Section C below until such time as the employee is available for full time work. If the employee is able to return to work on a full time basis on or before the first Monday in October, he/she shall be assigned to the last available combined run, run(s) or route(s). The selection process shall not be interrupted for absent

employees. Employees absent on selection day with no notice to the office or their steward shall be eligible for the last available route up until the first student day of school. Once assignments are made, (at the start of each year) there shall be no changes of assignment until after the first Monday in October. The only exception would be if a combined run, run or route is totally eliminated during this time.

A driver is expected to fulfill their obligation for all combined run, run(s) and route(s) the driver accepts. If for any reason a driver cannot fulfill his/her obligation he/she shall forfeit that combined run, run(s) or route(s) and that combined run, run(s) or route(s) shall be posted. The above shall not apply in cases of excused absence. In the event a combined run, run(s) or route(s) is posted, the employee that forfeited such combined run, run(s) shall be prohibited from signing any like posting for ninety (90) days.

On conference or inservice days, if other routes such as vocational, CBI, or ESU routes that conflict with the normal run, route(s), or combined run time assigned to the driver, he/she shall have the option to choose which portion of the assignment to be driven. The remaining portion of the driver's regular run, route(s), or combined run shall be offered to any available full-time employee without a conflicting run, route(s), or combined run and then, if necessary, to substitutes.

#### C. Changes to Routes

After the first Monday in October:

1. An employee who has a combined run, run or route that is changed by fifteen (15) minutes or more per day in pay may bump onto a combined run, run or route held by an employee with less seniority.
2. Any combined run, run or route that is increased permanently by fifteen (15) minutes or more per day shall be posted within twenty-four (24) hours and awarded within five (5) working days.
3. Any employee that was on sick leave and/or other leave of absence at the start of the year who is now able to work on a full time basis may exercise his/her seniority on whichever combined run, run(s) or route(s) his/her seniority will allow him/her to take.
4. An employee losing work because of the elimination of a combined run, run(s) or route(s) or because of bumping shall have the right to bump onto any combined run, run or route held by an employee with less seniority.
5. It is the responsibility of any employee on sick leave on bump day to notify his/her steward or the office staff of his/her intent.
6. The bumping process shall not be interrupted for absent employees. Except as noted in 5 above, employees absent on Bump Day will be eligible to pick from whatever assignment(s) remains.

D. Permanent Vacancies

When a permanent vacancy that the Board does not eliminate occurs during the school year, it shall be posted for three (3) working days on the Bulletin Board in the Transportation multi-purpose room. The most senior employee that signs the posting shall be granted the vacancy. A trial period of two (2) workdays shall be granted at the option of the employee. In the event an employee opts to return to his/her prior assignment during the trial period, the employee shall be prohibited from signing any permanent vacancy posting for ninety (90) calendar days.

E. Temporary Vacancies

I. Vacancies Of More Than 5 Working Days

- a. When the Board has been notified by an employee that a temporary vacancy will exceed five (5) work days, the Board shall post the combined run, run(s) or route(s) comprising the vacancy within one (1) work day of the notification.
- b. The posting will break up the assignment of the absent employee into all the separate runs so employees can pick and choose among the combined run, run(s) and route(s) that make up the assignment that is vacant. If a temporary vacancy of more than five (5) working days exists, the route portion of the combined run may be assigned by seniority to another driver who does not currently hold either an AM or PM route or run, provided that the driver takes both the AM and PM portion of the run. The remaining single run will be assigned to another driver/substitute.
- c. The posting shall be for a twenty-four (24) hour duration except that when an employee applies for a vacant combined run, run(s) or route(s) and there is no senior employee without conflicting combined run, run(s) or route(s), the combined run, run(s) or route(s) may be awarded before the end of the twenty-four (24) hour posting period.
- d. The most senior employee applying (whether laid off or working) for each combined run, run or route who does not have a conflict with his/her current regular assignment will be awarded the vacant combined run, run or route. NOTE:
  - (1) You can't give up any part of your regular assignment in order to get one or more of these temporary vacancies.
  - (2) Unless there is an emergency or some unusual circumstances, a "conflict" means overlapping clock times, i.e. the end of one combined run, run or route is after the start of another combined run, run or route.



- (3) The employee awarded a vacant combined run, run(s) or route(s) has it for the duration of the temporary vacancy, not just part of it.

## 2. Vacancies Of 5 Days Or Less

- a. (In other words, temporary vacancies other than those above. The vacancies talked about below include the daily vacancies, vacancies of 1, 2, 3, 4 and 5 days, vacancies of an unknown duration and also the 5 day posting period for permanent vacancies.)
- b. Temporary vacancies will be offered to those who have expressed an interest by signing the sub list. In other words, these short, day-to-day vacancies are not posted. For the day-to-day vacancies, provided notice of the absence is given by 4:00 PM the day before the absence, or for a PM absence and notice is given by 7:30 AM that day, that driver's route/run may be assigned to another driver who does not currently hold a route/run during that time. It is the responsibility of the driver who does not hold a route/run to express his/her interest with the transportation office by 7:30 AM the day of the vacancy or prior, if aware of the vacancy. The transportation office will not be calling the driver as runs become open during the day.
- c. The combined run, run(s) or route(s) will be offered in the order of seniority to those employees without a conflicting regular combined run, run(s) or route(s) that have expressed an interest in temporary vacancies.
- d. You can't give up any part of your regular assignment in order to get one or more of these temporary vacancies (5 days or less).
- e. Unless there is an emergency or some unusual circumstances, a "conflict" means overlapping clock times, i.e. the end of one combined run, run or route is after the start of another combined run, run or route.
- f. In cases of an emergency (i.e. when the Board has less than three (3) hours advance notice) the Board shall be allowed to fill the vacancy without following the above procedure.

## F. Changes/Cancellations of Temporary Noon Routes

1. The Transportation Office must call the driver assigned to a temporary vocational/noon route(s) on the daily basis by 10:00 a.m. if there has been any type of time change in the driver's temporary assigned route(s) within the day.
2. If a temporary vocational/noon route is cancelled more than two (2) hours prior to the beginning of the bus route, the senior driver will exercise their right to bump onto any temporary route, on the daily basis, held by an employee with less seniority. If all available temporary routes are of equal time the senior driver will bump the least senior driver. The Transportation Office will make every attempt to make contact with the affected less senior driver, the less senior driver will not be

paid. If a temporary vocational/noon route is canceled or changed within two (2) hours or less notice, no bumping will occur and the driver will be paid for the route(s) at the scheduled amount.

#### G. Summer Routes

Summer routes will be bid according to the Route Selection Procedure defined in Section B.2. above. The opportunity to job share may be permitted with the approval of the Superintendent or designee. An employee may bid on 100%, 60%/40% or 50% of the route.

#### H. Shuttles And Field Trips

##### 1. Shuttle/Merger Shuttle Runs

###### a. Posting:

Except in the case of an emergency, shuttle/merger shuttle runs are to be posted for a period of **at least five (5) workdays**. Each driver who qualifies may sign his/her name for the posted run.

###### b. Assignment:

- (1) Except in emergencies shuttle/merger shuttle runs will be assigned as outlined in Section H.2.b. of this agreement.
- (2) Shuttle runs shall not conflict with any portion of a regular run and shall be assigned to the most senior driver signing the posting.
- (3) Merger shuttle runs: The board will assign the most senior driver with the appropriate bus available at the building with consideration of operating efficiency. There will be no changing of buses (special ed vs. regular ed) for the purpose of meeting the needs of appropriate bus for a merger shuttle run. The driver shall be compensated for any time beyond (prior/after) the regular run time at the basic run rate. Operating efficiency is defined as: A merger shuttle run that originates at a particular school and can be assigned to the most senior driver including transfer drivers that is there at departure time or return/drop time resulting in the least amount of overtime.

##### 2. Field Trips

- a. Posting. Except in cases of emergency, all Field Trips are to be posted for a period of at least five (5) workdays. The field trip postings will be removed Thursday morning at 9:00 AM and cannot be signed after they are removed. The posting shall state the approximate time duration of the Field Trip, including tournaments and similar events. Each driver who qualifies and is

interested in performing the field trip, with time duration in consideration, may sign his/her name for the particular Field Trip during the posting period. Summer Field Trips: Two (2) weeks to at least one (1) week prior to the end of the school year, a sign-up sheet shall be posted and available for the drivers to sign to show interest in performing field trips.

b. Assignment of Field Trips/Shuttles

Except in cases of emergency, field trips and all shuttles for the next work week will be assigned once a week on Thursday, thirty (30) minutes before the start of the p.m. runs. Drivers must be present at the time of assignment to accept and be granted a field trip/shuttle. Drivers absent on the assignment day due to illness, routing, or tripping, only, must confirm their availability for field trips to the office by Twelve (12:00) Noon or will be placed ineligible. Drivers present during the assignment period will be paid at the basic hourly rate. Field Trips will be assigned from the longest time duration to the shortest duration. Assignments for field trips during extended school breaks (i.e., Christmas recess, Spring break) will be assigned to the eligible driver(s) at the trip meeting preceding the extended break. Drivers will sign the sheet indicating their presence at the meeting. Drivers must sign in to receive pay for the meeting. Drivers arriving late will not be allowed to select trips unless the delay was job-related.

If the week ends before Thursday, the trip meeting will be held on the last work day of the week.

c. Field Trip Cancellations.

- (1) If a field trip/shuttle is cancelled within one (1) hour before the time of departure, the driver has the option of:
  - (a) Receiving two (2) hours' pay, and perform his/her normal runs if possible or
  - (b) Cancellation compensation shall not exceed the posted trip time.
- (2) In the event of a trip cancellation while a trip is in progress, the driver will be paid for time driven and perform his/her normal runs if possible. The trip may be driven by the same driver (at their option) at the rescheduled date, if rescheduling for a later date is accomplished within seventy-two (72) hours. If this requires turning in a conflicting trip, there will be no penalty.

3. General Provisions

- a. The decision as to which employee shall be granted the Field Trip will be based on the information and data known at the time the posting is

removed. Changes after posting has been removed will be conveyed to the employees prior to the Assignment Day, when time allows by reposting or placing a notice by the time clock.

- b. The field trip will be granted in the order of the employee with the most seniority who signs the posting, resulting in the least amount of overtime.
- c. In determining the hours that a field trip would cause, the Board shall consider the number of hours an employee is scheduled to work that week, minus route hours while performing the field trip.
- d. Refusal of a field trip after the assignment has been granted will result in the employee not being able to accept field trips (posted, last minute, or unscheduled) for the next trip meeting. A driver on jury duty (documented) or on funeral or sick leave per Article 11 will not be penalized for turning in a trip that is scheduled for the day of the absence. The trip is then assigned to the next eligible driver signing the posting. Next eligible driver is a driver who did not refuse the trip when it was originally offered and, if all drivers are in overtime, the driver with the least amount of overtime currently. Example: when trip was originally given out, all drivers who said yes were in overtime. Driver with least overtime got trip. Driver later turned trip in. Drivers who originally said yes will re-compute current overtime and trip goes to driver with least overtime.
- e. No bumping will be exercised between drivers in regards to field trips.
- f. Trips where the bus does not stay, both ends, must be completed by the same driver and all conflicting routes must be given up
- g. Employee on layoff shall be eligible for trips as if actively working.
- h. If no employee signs the posting for the field trip and no substitute is available, the board may assign the trip to the least senior employee available. Availability in this instance shall be determined by the Board.
- i. Drivers at forty (40) hours per week may do the following:
  - (1) Sign for a field trip.
  - (2) Attend field trip meetings. There is no pay for a driver at forty (40) hours attending a field trip meeting.

4. **Unscheduled Field Trips:**

Unscheduled field trips will be defined as: trips that the Transportation Office becomes aware of less than three (3) working days prior to the trip. The supervisor

or designee will post these trips. The supervisor or designee will assign the trip per seniority and driver availability (no conflicting trips).

5. Emergency Trips:

Emergency Trips will be defined as: trips which the Transportation Office first becomes aware of on the day of the trip. The supervisor or designee will assign the most senior available driver (no conflicting trips).

6. Noon and Special Need Run Sublist

At the beginning of the year assignment selection meeting a sublist for noon routes and a sub list for special need combined runs and runs shall be made. Drivers having an interest in filling these temporary vacancies should sign the sublists. The lists will be updated throughout the school year. The temporary vacancies shall be awarded in order of seniority. The sublist will be utilized for these temporary vacancies when a bargaining unit member is available without a conflict.

I. Summer Field Trips

1. Two (2) weeks to at least one (1) week prior to the end of the school year, a sign-up sheet shall be posted and available for the drivers to sign to show interest in performing field trips.
2. Assignments for field trip(s) during the summer break shall be assigned per seniority, and driver availability by the supervisor or designee. The calls will be made on Wednesday starting at 9:00 a.m. and cover the trips for a one-week period. Drivers will provide the office with one (1) phone number where they may be reached. Drivers are responsible for keeping this phone information up to date, in writing.

## ARTICLE 10

### FOOD SERVICE ASSIGNMENTS

A. Definitions

1. A “kitchen” is defined as any one of the five food service working locations: Shettler, Beach, Edgewood, Middle School, or High School.
2. A “kitchen group” is defined as any one of the following three locations: Shettler/Beach, Middle School/Edgewood, or High School. An employee, based on his/her assignment, may belong to more than one “kitchen group”.

B. Whenever a vacancy or new position occurs within the bargaining unit, the Board shall post the position in each kitchen for five (5) working days.

1. Any position which is increased by fifteen (15) minutes per day shall be posted in each kitchen.
2. A senior employee may bump into a position which as a result of Section B.1. above exceeds his/her position by fifteen (15) minutes in time per day.
3. If a position is decreased in time by fifteen (15) minutes or more per day, the affected employee may exercise his/her bumping rights.
4. Should a reduction in hours occur, per paragraph 3 above, a job auction will be held. All employees from the most senior affected employee to the least senior affected employee shall have the right, on a seniority basis, to select any position held by a less senior employee. The selection process shall not be interrupted for absent employees but proxies may be given to the steward in advance of the job auction. Stewards holding proxies from absent employees shall act on behalf of that individual.

C. Any food service member of the bargaining unit may apply for any posted vacancy. Unless provided otherwise in this agreement, the Board shall retain the right to fill vacancies at its sole discretion. Any qualified employee who applies for a vacancy shall have the right to an interview and will be notified of the outcome of the filling of the vacancy. The position will be awarded to the most senior, qualified applicant.

D. Any successful applicant for a vacancy shall have a trial period of twenty (20) working days. During this trial period the employee may choose to return to their previous position. If the employee is not performing satisfactory service, the Board has the right to re-assign the employee back to their former position. The re-assignment can be subject to the grievance procedure.

E. Short-term absences in a kitchen will be filled with the most senior person within the kitchen group, with a call-in to get the least amount of hours worked.

F. Temporary absences of more than ten (10) days in a kitchen shall be posted in all kitchens for two (2) days and filled according to district-wide seniority and qualifications.

G. Extra Work

Extra work shall be assigned by seniority and qualifications in the kitchen or kitchen group where the extra work is needed as long as that time does not put the employee into overtime. If an unforeseen circumstance arises (i.e. electrical, water damage, truck delay, etc.), said work will be filled by seniority from the kitchen group staff present at the time.

H. Banquets/Luncheons

Overtime (for banquets, luncheons, etc.) shall be posted in the proper kitchen or kitchen group. Overtime shall stay in each kitchen or kitchen group except, if no one signs the posting or additional help is needed, then it shall be posted in all kitchens. Overtime will be given based on seniority and qualifications.

I. Special Events

Food Service personnel rates for any special events will be time and one-half except for Sundays when double time will be paid.

J. Summer School

Summer school positions will be posted and awarded to the most senior qualified applicant.

**ARTICLE 11**

**LEAVES OF ABSENCE**

A. Definitions

1. "Immediate family" shall mean current spouse, father, mother, child, step-child, a child for which the employee has been appointed guardian by a court or agency, sister, brother, parent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandparent-in-law.
2. A "day" shall mean the employee's regular scheduled hours for that day.
3. Pay for a paid leave day for transportation shall be computed on the basis of all the regular runs the employee is assigned to on the leave day in question, including those regular runs the employee is performing on a temporary basis that the employee has been performing for the immediately preceding thirty (30) work days. The pay described above shall include the pay for clean-up time, so that the employee receives the same amount of pay as if they had performed the regular runs described above.

B. Paid Sick Leave

1. Each employee that was employed during the previous school year, shall be granted that number of paid sick leave hours each September 1 that equals ten (10) multiplied by the number of hours and tenths (.1) of an hour that the respective employee is regularly scheduled to be paid for on a daily basis. During an employee's first school year of employment, the employee shall earn sick leave at the rate of one (1) hour for every eighteen (18) hours of pay (not including hours worked by transportation employees on Field Trips).

- a. Transportation employees may not use accumulated sick leave as compensation for the time lost from assigned or potential Field Trips.
  - b. Summer. Employees that work on a regular assignment during the summer shall earn additional sick leave at the rate of one (1) hour for every eighteen (18) hours of pay earned during the summer.
  - c. Accumulation. Sick leave shall accumulate to a maximum of one thousand four hundred forty (1440) hours.
  - d. Deductions. Deductions from accumulated sick leave shall be for the equal amount of hours and tenths (.1) of an hour that is paid to the respective employee pursuant to Section A.3. above.
  - e. A record of accumulated leave will be furnished each employee no later than October 15th of each school year.
2. Employees may use available leave time as necessary to recover from a personal disability. The Board, within reason, may require a physician's certificate verifying the disability, as provided below. The use of sick leave days pursuant to this Article is subject to the following rules:
- a. Employees must specify the reason for which they are requesting sick leave time (i.e., personal disability or illness in the immediate family). In case of personal disability, requests should be made as far in advance as possible but in no event later than one hour prior to their scheduled starting time. In case of illness in the immediate family, requests must be made, except in emergency situations, twenty-four hours prior to the commencement of the leave.
  - b. Both parties recognize that the practice of abuse of sick leave days is a practice to be avoided. Abuse of sick leave days is cause for discipline up to and including discharge.
  - c. The Board may require an employee to submit a report of a physical or psychological examination by a physician selected by the Board. When the Board requires such a report, any expense to the employee beyond costs covered by the employees insurance shall be paid by the Board, if any.
  - d. If an employee is absent three or more consecutive days the employee may be required to supply a physician's statement verifying his/her ability to return to work. If an employee is absent immediately prior to and/or following a holiday or vacation he/she may be required to supply a physician's statement verifying his/her illness. This statement will be supplied at the employee's expense.
3. Paid sick leave days may be used for illness in the immediate family.



4. Up to five (5) accumulated sick leave days may be used for paternity leave.

5. Year-End Bonus

An eligible employee may on a once-a-year basis elect to convert up to a maximum of ten (10) accumulated sick leave days into a calendar year-end bonus at the rate of \$6.50 per hour for transportation employees and \$5.50 per hour for food service employees. To be eligible for such a bonus, an employee must maintain a balance of at least twenty (20) accrued sick leave days in his/her account after the conversion of the sick leave days. Requests for bonus payments shall be given to the Superintendent or designee in writing and signed by the employee no later than December 1 each year. Payment of the bonus shall be made in December.

6. Retirement/Termination of Employment

Upon retirement/termination of employment with at least ten (10) years of continuous employment with the district, all accumulated paid sick leave hours shall be paid to the employee at the rate of six dollars and fifty cents (\$6.50) per hour for transportation employees and five dollars and fifty cents (\$5.50) per hour for food service employees

7. An employee who is absent because of an injury or disease compensable under the Michigan Worker's Disability Compensation Act shall be entitled to use accumulated sick leave to make up the difference between the Worker's compensation amount and the paid sick leave day amount and shall make a pro-rata deduction in the employee's number of accumulated paid sick leave days.

C. Funeral Leave

Each employee shall be allowed up to three (3) consecutive work days per school year with pay for each death in the immediate family. It is expected that funeral leave will be utilized for the purpose of attending to the needs of the family in the event of such loss and for attending the funeral/memorial service. Such leave may not be used for the purpose of vacation, recreation or other reason. Such leave shall include the day of the funeral/memorial service. Certification or verification may be required. Two (2) additional working days with pay may be granted with approval of the Superintendent or designee for a death in the immediate family. Up to one (1) full paid funeral leave for time necessary to attend such funeral may be allowed for a death outside of the immediate family not to exceed one (1) day per year.

D. Other Paid Leave

For absence caused by required jury duty and Court appearance as a witness in any case connected with employment with the district, provided that the matter does not involve proceedings brought against the Board or the District by the Association or the employee, the employee will be compensated the difference between normally earned daily wages and the jury or witness fee.

E. Leaves of Absence Without Pay.

1. Family and Medical Leave Act

The Board will provide covered employees up to twelve (12) weeks of unpaid job-protected leave for certain family and medical reasons.

Employees who have worked for the Board for at least twelve (12) months and for 1,250 hours over the previous twelve (12) months of employment are eligible. In all respects, leaves of absence under this policy shall be administered and provided for in a manner consistent with the Family and Medical Leave Act of 1993 ("FMLA") and its published regulations. The provisions of this Section shall prevail in any case of conflict with any other provision of this Agreement, except where the contractual provisions in conflict exceed that of the FMLA.

a. Purpose of Leave - Unpaid leave may be granted for any of the following reasons:

- (1) To care for the employee's child after birth or placement for adoption or foster care;
- (2) To care for the employee's spouse, son, daughter or parent who has a serious health condition; or
- (3) For a serious health condition that makes the employee unable to perform the employee's job.

b. Notice Certification - When the need for leave is foreseeable, employees are expected to provide thirty (30) calendar days' advance notice. When not foreseeable, employees are required to provide notice of the need for leave as soon as practicable. Failure to provide appropriate notice may result in the denial of leave. The board will require medical certification to support a request for a leave because of a serious health condition and may require second or third opinions (at the Board's expense) and a fitness for duty report to return to work.

c. Benefits

- (1) Health Coverage. For the duration of the leave required under this policy, not to exceed twelve (12) weeks, the Board will maintain the employee's health coverage under any group health plan at the same level and under the same conditions as if the employee had continued to work. Any employee contributions to the health plan must be maintained during the leave to maintain coverage.
- (2) Other Coverage. Any other coverage (e.g., life insurance) which is permitted by the carrier to be maintained during FMLA Leave is the responsibility of the employee (except as otherwise provided in this

agreement or to the extent that the FMLA Leave is covered by paid leave), and the employee shall either make arrangements for payment during the leave or shall reimburse the employer by payroll deduction at the conclusion of the leave.

(3) Coordination With Other Forms of Leave and Time Off.

Any of an employee's available accrued sick leave may, at the option of the Board or the employee, be substituted for any part of the 12-week period, provided that Article 11 Section B allows the use of accrued sick leave for such purpose. All time off work which meets the definitions under FMLA will be charged against the yearly FMLA allowance.

- d. To the extent that matters arise pertaining to the FMLA which are not addressed by the above provisions, the parties agree that the Employer shall have the right to develop, approve and implement policies which comply with the FMLA and are not contrary to or inconsistent with the terms of this Agreement.

2. Other Unpaid Leaves.

Upon written application by an employee (30 days' advance notice when practicable), a leave of absence without pay or fringe benefits which is not covered by the Family and Medical Leave Act under Section E.1. above will be granted for the following reasons:

- a. Child Care Leave
- b. Illness - Physical or Mental (may require verification)
- c. Prolonged illness in the immediate family (may require verification)
- d. Other reasons if approved by the Superintendent or designee.

All such leaves shall be granted for up to one (1) year and may be extended by mutual agreement. A prerequisite for reinstatement from a leave caused by the personal disability of an employee is that the employee present a certificate from a licensed physician verifying that he/she is capable of returning to work. The District reserves the right, at its expense, to require the employee to submit to an examination by a physician of its choice before granting such a leave of absence, or before reinstating the employee from such a leave of absence. A transportation employee returning from a leave of absence after the first Monday in October shall exercise his/her seniority on whichever combined run, run(s) or route(s) his/her seniority will allow him/her to take. A food service employee shall be returned to his/her former assignment.

3. General

Unpaid leaves of absence shall be without paid fringe benefits (other than health insurance while on Family and Medical Leaves). Upon approval of, and subject to the limitations established by the respective insurance carrier, insurance benefits may be continued at the employee's expense by paying the appropriate premiums at the payroll office.

F. Personal Leave Days

Two (2) days with pay per school year shall be granted to each employee for personal business which cannot be conducted outside the employee's normal working hours. Employees must provide a forty-eight (48) hour written advance notice with approval of the immediate supervisor. Personal leave days will not be taken immediately preceding or following a paid holiday or school vacation period. Exceptions to the above may be made by the Superintendent or designee. Personal leave days are non-accumulative. Unused personal leave days shall be added to the employee's accumulated sick leave.

G. Association Leave Days

Members of the Association selected to attend an Association function, such as conventions or education conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions, limited to four (4) working days per year for the total unit. The Association agrees to provide five (5) working days advance written notice to the immediate supervisor. Such days shall be non-accumulative.

**ARTICLE 12**

**HOLIDAYS**

A. All employees shall receive the following days off work with pay:

Labor Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's Day

New Year's Day

Memorial Day

- B. Employee shall be paid their regular hours at the regular rate for holidays.
- C. Should any day in Section A. above fall on a Saturday, Friday shall be considered as the holiday. Should any day in Section A. fall on a Sunday, Monday shall be considered as the holiday.
- D. An employee must work the last scheduled day preceding the "holiday" and the first scheduled day following the "holiday" in order to be eligible for holiday pay unless the employee is on a paid leave day provided by Article 11, or on a paid vacation day, or unless otherwise excused by the Superintendent.
- E. Should school be in session on any day in Section A. above, the employees shall work and be paid at their regular rate of pay in addition to their holiday pay.

### ARTICLE 13

#### WORKING CONDITIONS

- A. Probationary Period. New employees hired into the bargaining unit shall be considered on probation until they have worked forty-five (45) work days. Probationary employees may be discharged, disciplined or laid off for any reason with or without cause except for lawful Union activity without recourse of the grievance procedure.
- B. Health, Exam, TB Test & Drug /Alcohol Testing

The Board shall pay the cost of any annual physical examination, TB testing and drug and alcohol testing required by law or by the District. An employee may elect a medical examiner of their choice for the annual physical examination and shall be reimbursed by the district provided that the physical examination satisfies the requirements for a medical examination required by law. The reimbursement shall be limited to the highest amount paid by the district to any physician of the District's choice. An employee that terminates his/her employment before January 1 of the school year shall have the cost of the health examination deducted from his/her final pay. If evidence of freedom from active tuberculosis is required by State law, then, in order to provide continuing health protection for students and other school personnel, it shall be the policy of the District that:

1. Upon initial employment each employee shall provide, at Board expense, by certification, evidence of freedom from tuberculosis.
2. At least every three years, thereafter, the employee will, at Board expense, show evidence of a continued freedom from tuberculosis by either a tuberculin skin test or a chest x-ray in accordance with State regulations.

3. Failure to comply with the requirements of this Section will result in the employee being notified of his/her lack of compliance and unless the compliance is obtained within five (5) workdays thereafter, the employee will be suspended without pay and benefits until compliance is obtained.

C. Time Clocks

The time clock shall be used to record working hours of the employee. Employees shall punch in at the beginning of the workday and punch out at the end of the normal work schedule.

D. Food Service Breaks

Those working four (4) consecutive hours or more are entitled to a paid fifteen (15) minute break. Those working more than five (5) consecutive hours a day will receive an additional paid fifteen (15) minute break.

- E. New employees shall be given an employee handbook with a written list of instructions including all current rules and regulations.

- F. Employees required to attend instructional classes, including CPR classes, shall be paid for the time at the basic hourly rate.

G. Meetings

Meetings called by the employer for school business shall be paid at the basic hourly rate. The meetings at the beginning of the school year, including orientation days, called to determine run/work assignments shall be mandatory and shall be paid at the basic hourly rate. It is understood that physicals and behind the wheel road tests for drivers licenses and State Certification are not "meetings called by the employer". Employees at forty (40) hours or more per week will continue to attend mandatory meetings and will be paid overtime. Employees may also be paid to attend other meetings or training workshops with prior approval from their supervisor

H. Inclement Weather

In the event a scheduled student attendance day is being cancelled due to inclement weather or other physical conditions, the employee shall suffer no loss of pay for the first three (3) such days during the school year.

I. Transportation

1. License/Fees

For each employee the Board shall reimburse the cost of the State Certification fees and all required endorsements to the driver's license to a maximum of one hundred dollars (\$100) for each driver with more than four (4) years seniority.

2. The Board shall continue to provide the Transportation multi-purpose room and restroom facilities in the Transportation facility. During work hours, employees shall have access to and shall have the right to utilize restroom facilities.
3. Field Trips  
The driver assumes the responsibility for the safe care of the vehicle at all times other than when parked at the garage, including waiting time on field trips, etc.
4. The Administration will make an effort to notify the appropriate bus driver when a student is suspended, when the student is no longer suspended and in the event a student moves. Whenever bus drivers have a question regarding the eligibility of a student to ride the bus he/she should contact the appropriate building administration for verification.
5. There shall be an allowance of at least five (5) minutes prior to dismissal time to arrive at Edgewood, the Middle School and the High School and at least fifteen (15) minutes prior to dismissal time to arrive at Beach or Shettler schools when leaving the bus compound.
6. Minimum run time  
No employee shall be called in for less than one (1) hour. On all scheduled routes there shall be a one (1) hour guarantee. It being understood that the employees shall remain on the job until their time equals one (1) hour. All driving time spent exceeding one (1) hour shall be paid at the applicable rate. On all scheduled assignments there shall be a minimum of two and one-half (2½) hours pay per day.
7. Overtime  
All hours worked on Sundays and Holidays (as defined in this Agreement) shall be paid at double (2 times) the applicable rate provided in Article 14, Section 1 above. All hours worked in excess of forty (40) hours per week shall be paid at one and one-half (1 1/2) times the applicable rate provided in Article 14, Section 1. The word "week" shall mean the seven calendar day period from Monday through the following Sunday. Drivers may agree as in the past not to work in excess of forty (40) hours per week until all drivers have met the forty (40) hour limitation. In computing hours in order to determine the number of hours in excess of forty (40) hours per week, all time for which an employee is paid shall be included (paid leave, Holiday pay, etc.).
8. Drivers shall be granted and paid to perform a fifteen (15) minute pre-check inspection of their vehicle prior to driving the vehicle. A pre-check inspection shall be performed each time a vehicle has sat idle for two (2) or more consecutive hours.

9. All buses shall be cleaned as directed by the Transportation Supervisor or his/her designee. Clean up time in excess of the driver's minimum run time must be authorized by the Transportation Supervisor or his/her designee.

10. Maps and Route Reports.

Maps and registration shall be paid at the basic hourly rate at the time rate of up to two (2) hours per route once per school year. Additional map updates are subject to advance approval of the Supervisor. If approved, additional updates shall be paid at the basic hourly rate.

Maps, student names, and mileage (Route Reports) must be turned in to the Bus Supervisor within twenty (20) days of the start of school.

11. Field Trips

All the clock hours spent on a Field Trip, including all those that are overnight in excess of eight (8) hours, shall be paid at the rate provided in Article 14, Section 1 above. Employees on out of town Field Trips shall be reimbursed for reasonable meal and lodging expenses. Reasonable expenses for meals shall be:

Breakfast	\$5.00
Lunch	\$7.00
Dinner	\$10.00

12. Shortened or Cancelled Combined Runs, Runs or Routes

Drivers of vocational routes, special education combined runs, runs or routes and ECSE combined runs, runs or routes shall be paid for them at the scheduled amount if they are temporarily (i.e., five (5) work days or less) shortened or cancelled as a result of the students using other transportation or being absent. Drivers shall remain on the job until their time equals their regularly scheduled amount of time and/or drive an available route/run that may have been assigned to a sub driver.

13. Professional Development

The Employer shall provide paid in-service time for bus drivers.

14. Time Reporting

Each driver shall report his/her work time daily on the Employer's Transportation Time Sheet. Time shall be reported to the nearest fifteen (15) minute interval.



J. Food Service

1. Work Day

Employee's work day shall be according to the schedule provided by the Food Service Director or designee. No hours shall be worked beyond the regular work schedule unless approved by the Food Service Director or designee. Extra work shall be assigned by seniority and qualifications.

2. Overtime

Regular time will be paid up to forty (40) hours per week. Time and one-half will be paid for any time worked over forty (40) hours per week.

3. Meetings

Any meeting held for work related subjects shall be held during normal working hours. Required attendance will be paid at the current hourly rate.

4. Lunch Truck Procedure

There shall be no fewer than two (2) Food Service Employees used to load food or food equipment onto the lunch truck. No fewer than two (2) Food Service Employees will unload food or food equipment from the lunch truck at any time.

5. Food Service Advisory Committee

A Food Service Advisory Committee shall meet at least quarterly at times mutually agreeable to the employer and the union. All health and safety, training and procedure concerns shall be appropriate subjects of discussion for this committee. Minutes of these meetings will be sent to the Superintendent and the Association.

6. Professional Development

The Employer shall provide paid in-service time for food service employees.

7. IRS Mileage Rate

Any employee required by the Employer to use his/her personal vehicle for work purposes shall be reimbursed for all mileage at the current IRS Mileage Rate.

**ARTICLE 14**

**WAGES**

A. Transportation Hourly Rates

July 1, 2007 – June 30, 2009

<u>Classification</u>	7/1/07-6/30/08	7/1/08-6/30/09
Basic hourly rate (regular runs, vocational runs, shuttle runs, etc.)	\$16.10	\$16.34
Field Trips and waiting time on field trips	\$15.16	\$15.16

For new hires effective 10-1-07 (basic hourly rate (regular runs, vocational runs, shuttle runs, etc.)

<u>Classification</u>	7/1/07-6/30/08	7/1/08-6/30/09
Basic hourly rate (regular runs, vocational runs, shuttle runs, etc.)	New Hires \$15.00 1 year \$15.37 2 years \$15.74 3 years \$16.10	New Hires \$15.23 1 year \$15.60 2 years \$15.98 3 years \$16.34
Field Trips and waiting time on field trips	\$15.16	\$15.16

B. Food Service Hourly Rate

<u>Steps</u>	7/1/07-6/30/08	7/1/08-6/30/09
Subs	\$8.46	\$8.59
1	\$9.33	\$9.47
2	\$10.07	\$10.22
3	\$10.58	\$10.74
4	\$11.21	\$11.38
5	\$12.16	\$12.34
Head Cook or Substitute Head Cook	\$12.76	\$12.95

Employees must accumulate at least ninety (90) satisfactory working days each school year before they are eligible to advance on the steps.

1. Longevity Pay

Upon accrual of	10 years of seniority:	2007-08	2008-09
	15 " " "	\$100/year	\$175/year
	20 " " "	\$250/year	\$395/year
	25 " " "	\$300/year	\$600/year
	25 " " "	\$350/year	\$700/year
	30 " " "	\$400/year	\$800/year

Upon termination of employment for other than cause, the employee shall be paid a pro-rata amount of the annual longevity pay amount above based on the number of student attendance days between the employee's date of termination and the employees immediately preceding anniversary date, divided by 181.

## ARTICLE 15

### FRINGE BENEFITS

The Board shall furnish to all employees the following benefits.

A. General

1. Transportation

In order to qualify a driver must agree to work at least thirty (30) hours per week. The driver must take his/her regular assignment plus other driving time that is available in order to satisfy the 30-hour requirement. The work hours may be fulfilled through the driver's regular assignment, other routes, runs, and/or combined runs (that do not conflict with his/her regular assignment), and trips and shuttles. In other words, the driver must agree to work any driving time that may be available, to meet the 30-hour requirement. The eligibility for fringe benefits for those drivers who do not agree to work at least thirty (30) hours per week shall be based on the number of hours regularly scheduled on the driver's assignment.

2. Food Service

In order to qualify as "regularly scheduled full time," an employee must be regularly scheduled to work forty (40) or more hours per week. In order to qualify as "designated full time," an employee must be regularly scheduled to work 30-39 hours per week.

B. Health Coverage

Effective June 1, 2006, the Employer shall provide eligible employees with the Blue Cross/Blue Shield of Michigan ("BCBSM") Flexible Blue 2 high deductible health plan. The Employer shall immediately fund the entire annual deductible of \$1,250 for one person and \$2,500 for 2-person or full family coverage through a Health Reimbursement Arrangement ("HRA"). Year-end balances in the HRA shall remain with the Employer. Effective January 1, 2007, the Employer shall transfer eligible employees from the HRA to a Health Savings Account ("HSA"). Within the first week of January 2007, the Employer shall fund the entire annual deductible of \$1,250 for one person and \$2,500 for 2-person or full family coverage under the BCBSM Flexible Blue 2 high deductible health plan. Year-end balances in an employee's HSA shall remain in the employee's account

1. Transportation

Each employee regularly scheduled to work thirty (30) or more hours a week, his/her spouse and his/her dependents as defined in the BCBSM Flexible Blue 2 insurance plan shall be eligible for health insurance as set forth in Section B above. If a husband and wife are both members of the bargaining unit, no more than one (1) shall elect health insurance coverage; the other shall receive pay in lieu of insurance as set forth in Section F below. For employees regularly scheduled to

work less than thirty (30) hours per week but at least seventeen and one-half (17½) hours per week, the cost to the Board shall be limited to no more than the cost of the BCBSM Flexible Blue 2 single subscriber premium and funding of up to One Thousand Two Hundred Fifty Dollars (\$1,250.00) per year toward the employees' annual deductible. The employees' contributions for health insurance coverage during the school year shall be through payroll deductions. No premium subsidy or contribution toward the annual deductible shall be available to employees regularly scheduled to work less than seventeen and one-half (17½) hours per week.

2. Food Service

Each regularly-scheduled full time and designated full time employee shall be eligible for Member Only or Member and Spouse or Member and Child health insurance coverage as set forth in Section B above. The employees' contributions for health insurance coverage during the school year shall be through payroll deduction. Employees may enroll for full family coverage by paying the difference in costs through a Section 125 Plan pre-tax payroll deduction. Employees regularly scheduled to work less than thirty (30) hours per week are not eligible for any premium subsidy or contribution toward the annual deductible.

C. Dental and Vision Coverage

1. Transportation

The Board shall provide for all employees regularly scheduled to work thirty (30) or more hours a week and their dependents, without cost to the employee, the dental and vision benefits set forth in the Dental and Vision Summary Plan Description for Custodians dated November 1, 2004. Employees regularly scheduled to work less than thirty (30) hours per week but at least seventeen and one-half (17½) hours per week shall receive self-only coverage. Employees regularly scheduled to work less than seventeen and one-half (17½) hours per week shall not be eligible for any dental or vision coverage.

2. Food Service

The Board shall provide for all regularly-scheduled full time and designated full time employees and their dependents, without cost to the employee, the dental and vision benefits set forth in the Dental and Vision Summary Plan Description for Custodians dated November 1, 2004. Employees regularly scheduled to work less than thirty (30) hours per week shall not be eligible for any dental or vision coverage.

D. Life Insurance

1. Transportation

The Board shall provide to each employee, without cost to the employee, regularly-scheduled to work thirty (30) or more hours a week Term Life Insurance that will

be paid to the employees' designated beneficiary in the amount of \$25,000 plus AD&D; and in the amount of \$15,000 plus AD&D for employees regularly scheduled to work less than thirty (30) hours per week but at least seventeen and one-half (17½) hours per week. Employees regularly scheduled to work less than seventeen and one-half (17½) hours per week shall not be eligible for any coverage.

2. Food Service

The Board shall provide Term Life Insurance, payable to the employee's designated beneficiary in the amount of \$12,000 plus \$12,000 AD&D for employees regularly scheduled to work less than thirty (30) hours per week. Employees regularly scheduled to work thirty (30) or more hours per week will receive \$20,000 plus \$20,000 AD&D.

The annual open enrollment period is the month of September.

E. Voluntary Benefit Programs

The Board shall provide employees the opportunity to participate on a voluntary basis at the employee's expense in benefits programs which are available to it (e.g., short- and/or long-term disability insurance). To the extent possible, the Employer will provide employees the opportunity to pay the cost for such voluntary benefit programs through its Section 125 Plan by pre-tax payroll deductions.

F. Pay in Lieu of Health Insurance

Eligible employees not electing health insurance coverage may choose to receive a monthly contribution, the amount of which depends on the number of participants as follows:

<u>Participants</u>	<u>Monthly Contribution</u>
1-5	\$250
5-10	\$300
Above 10	\$350

The contribution may be added to the employee's pay, used to purchase additional insurance options and/or be placed in a tax-sheltered 403(b) Plan from the list of plans authorized by the District.

G. General

1. The annual open enrollment period shall be the month of September or any other period determined by the insurance carrier.
2. New employees to the bargaining unit shall be eligible for the above insurance at the beginning of the month after his/her first workday. Employees returning from an unpaid leave of absence or from layoff shall be eligible for the above insurance

beginning with his/her first work day upon return. If he/she has insurance in effect upon return, the Board will reimburse the employee for that portion of the applicable premium for the month the employee returns to work based on 1/15th of the monthly premium for each day worked in the month of return, In the event an employee dies or is indefinitely laid off during the school year, the Board shall continue payments of the applicable premiums through the month following the month in which the death or layoff occurred, providing the policy permits continued coverage.

3. Change in family status will be allowed according to the regulation of the insurance carrier.
4. It shall be the responsibility of the employee to meet the insurability requirements of the insurance carrier/provider and to properly fill out all necessary forms that the insurance carrier/provider may require. Failure of an employee to fill out the necessary insurance forms, required by the carrier/provider or to meet the carrier/provider's insurability standards shall not be the responsibility of the Employer.
5. The Employer, by payment of the premiums set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance carriers or their underwriters. The failure of the insurance carriers or their underwriters to provide any of the benefits for which they have contracted shall not result in any liability of the Board nor shall such failure be considered a breach of any obligation by the Board.
6. Disputes between employee(s) or beneficiaries of employee(s) and the insurance carriers or their underwriters shall not be subject to the grievance procedure established in this Agreement.

ARTICLE 16

DURATION AND TERMINATION

- A. This Agreement is effective July 1, 2007 and shall continue until midnight, June 30, 2009, at which time it shall terminate whether or not any notice of termination has been served on either party by the other.
- B. The effective dates for the modifications made in the recently ratified Agreement between the parties to Article 14, Wages, Section A & B shall be fully retroactive to July 1, 2007. The modifications to all other provisions are effective the date the Agreement is ratified by both parties or on the date specifically provided elsewhere in this Agreement.
- C. Commencing no later than April 2009, the parties shall meet and arrange for negotiation of a successor agreement.
- D. IN WITNESS WHEREOF, the parties hereto have executed this agreement:

FRUITPORT COMMUNITY SCHOOLS  
BOARD OF EDUCATION

By Betty G. Kinney  
Board of Education President

By DeHays  
Board of Education Vice President

By Patricia Stessman  
Board of Education Secretary

By Ed [Signature]  
Board of Education Treasurer

By Van Hillitt  
Board of Education Trustee

By [Signature]  
Board of Education Trustee

By [Signature]  
Board of Education Trustee

FRUITPORT BUS DRIVERS/FOOD  
SERVICE ASSOCIATION, MEA/NEA

By Cheryl Buter  
Association President

By Deborah Schmalz  
Association Steward

By Sharon [Signature]  
Association Bargaining Committee

By Robert M. [Signature]  
Association Bargaining Committee

By Lucy Babach  
Association Bargaining Committee

By Bita M. Johnson  
Association Bargaining Committee

By Lori Fowler  
Association Bargaining Committee

By Kathy Moka  
Association Executive Director