

MASTER AGREEMENT

Between

WALLED LAKE CONSOLIDATED SCHOOL DISTRICT

and the

WALLED LAKE TRANSPORTATION ASSOCIATION, MEA-NEA

2005 - 2008

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MASTER AGREEMENT
BETWEEN THE
WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
BOARD OF EDUCATION
AND THE
WALLED LAKE TRANSPORTATION ASSOCIATION, MEA/NEA

2005 - 2008

This Agreement entered into this 7th day of June, 2007, by and between the Board of Education of the Walled Lake Consolidated School District, County of Oakland, Michigan, hereinafter called the "Board" and the Michigan Educational Support Personnel Association through its local affiliate, Walled Lake Transportation Association, MEA/NEA, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain with the Association as the representative of its personnel with respect to hours, wages, and terms and conditions of employment, in consideration of the following mutual covenants, it is hereby agreed as follows:

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all full-time and regularly scheduled part-time bus drivers but excluding substitutes and all other employees.
- B. Unless otherwise indicated, use of the term "employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit. Full-time and part-time employees are defined as follows:
1. Full-Year Employees: Employees who are scheduled to work on a twelve (12) month basis. Bus Drivers whose regular route extends 226 work days or more in a work year shall be classified as full-year employees. This does not include drivers with camp routes or other bid routes that may allow the driver to work 226 days or more per work year.
 2. School Year Employees: Employees whose employment follows the school calendar.
 3. Full-Time: An employee who is regularly scheduled to work sixty (60) hours per biweekly pay period for at least a school year as defined in this Article, paragraph B(2) above.
 4. Part-Time: An employee who is regularly scheduled to work less than sixty (60) hours per biweekly pay period for at least a school year as defined in this Article, paragraph B(2) above.

ARTICLE II

DUES AND PAYROLL DEDUCTIONS

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the MEA and NEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the second regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year. Deductions for employees employed after September 1 shall be appropriately prorated.
- B. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of employment shall, as a condition of employment, pay as a fee to the Association, an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the employee may authorize payroll deduction for such fee. In the event that an employee shall not pay such fee directly to the Association or authorize payment through payroll deduction as provided in paragraph A of Article II, the Board, upon written request by the Association, shall cause the termination of the employee. Prior to such request for termination being made of the Board, the Association, in all cases of discharge for violation of Article II, shall notify the employee(s) of noncompliance by certified mail, return receipt requested. Said notification shall detail the noncompliance and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or equivalent fee, the Board agrees to promptly remit to the Association all monies so deducted. The Association agrees to promptly advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.
- D. In the event of any action against the Board brought in a court of law or administrative agency because of its compliance with provisions of Article II of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel.

ARTICLE II - DUES AND PAYROLL DEDUCTIONS (Continued)

- E. The Association agrees that in any action so defended it will indemnify and hold harmless the Board and Administration from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a consequence of the Board's compliance with the provisions of Article II.

ARTICLE III

RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association as to the taking of action during the terms of this Agreement. Such rights shall include, by way of illustration and not by way of limitation the right to:
1. Manage and control its business, its equipment, property, facilities, and its operations and to direct the working forces and affairs of the school District;
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, to determine qualifications and the conditions for continued employment, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days;
 3. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees including hours of work, working schedules and overtime work, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods of changes therein.
 5. Adopt reasonable rules and regulations, maintain order and efficiency of all operations, and to establish standards of efficiency and competence.
 6. Determine the qualifications of employees, including physical conditions.

ARTICLE III - RIGHTS OF THE BOARD (Continued)

7. Determine the number and location or relocation of its facilities, including the establishment of relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organizations, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees provided that such selection shall be based upon lawful criteria.
12. To decide upon the character and means of student transportation, including but not limited to the right to determine, alter, or cancel routes and schedules, and the places of arrival and the departure of buses, to schedule special trips, to require duties other than bus driving in connection with the transportation of students, to hire substitute drivers and determine their wages, hours and the terms and conditions of their employment; to chose and determine the suitability of equipment and whether the same shall be owned or rented.

The above are not to be interpreted as abridging or conflicting with any specific provision of this Agreement.

- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.
- C. 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 expressed terms are in conformance with the constitution and laws of the State of Michigan or any other national, state, county, district or local regulations as they pertain to conducting the affairs of the Board.

ARTICLE IV

ASSOCIATION RIGHTS

- A. The cost of reproducing the contract will be paid by the School Board. A copy of the contract will be given to each person as they are employed and to all those already employed with the District. Fifty (50) copies of the contract will be supplied to the Association as soon as they are printed.
- B. There will be one large bulletin board designated on which the Association may place Association information.
- C. The Board shall grant the Association use of school buildings for Association meetings. The use of these buildings shall be at reasonable hours, which is defined as times other than when students are in attendance during the formal school day. Any use of the buildings shall be governed by Board policy.
- D. The Board agrees to make available to the Association information necessary for representation of their membership as required by the Public Employment Relations Act. Additional information may be made available to the Association by the exercise of their rights under the "Freedom of Information Act". Requests for information under the Freedom of Information Act will be made available to the Association in accordance with the established Board Policy.
- E. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Association whether on or off school premises.
- F.
 - 1. The Board shall provide a total of fourteen (14) days of the contracted school year (July 1 – June 30) for use by the Association for business purposes. In May and November of each year delegates will be released to attend the MEA Representative Assembly. These days shall not be charged against the individual's accumulated leave time.
 - 2. The Association President shall make requests for the use of these days to the Supervisor of Transportation in writing at least seven (7) school days in advance of the release day. Requests for use of such days shall be approved if the request is made prior to the approval of vacation calendars each year. The Association shall be responsible for the full cost of the substitute's wages when a substitute is used.
- G. The Board agrees to release the President of the Association from his/her job responsibilities for one-half (1/2) a normally scheduled work day every other week, during the school year without loss of pay, benefits, seniority or other benefits.

ARTICLE IV - ASSOCIATION RIGHTS (Continued)

provided for in the Master Agreement or by law. In the event that this results in the President losing any field trip which was assigned to him/her, the President will be given a replacement trip. The biweekly one-half day of release time is non-cumulative and must be used on the designated day established by the parties at the start of each school year. Specific days requested for use shall be approved if the request is made prior to the approval of vacation calendars each year. However, these days may be changed with advance notice and approval of the Supervisor. The notice provisions of section F(2) above shall apply to the President's use of Association release time.

Since the Walled Lake Transportation Association President performs services which are of value to both Walled Lake Transportation Association and the Board, the board accepts the foregoing as reimbursement for payment of these items referred to in MCLA 38.1371(5)(B).

H. In the event an Association member is approved to attend a meeting scheduled by the District and is offered a field trip, he/she will be offered a replacement trip.

ARTICLE V

LABOR-MANAGEMENT COMMITTEE

- A. Both parties agree to the establishment of a Labor-Management Committee to exchange information and ideas between employees and the District.
- B. The Committee shall consist of up to three (3) employees from the Bargaining Unit and up to three (3) Management personnel, to be selected by the respective parties.
- C. There shall be no contract negotiations at any meeting of the Labor-Management Committee.
- D. The Labor-Management Committee (or any meetings or discussions held in connection therewith), shall not be part of the grievance procedure.
- E. The Committee shall govern itself (i.e., rules and procedures) by consensus of the Committee members.

ARTICLE VI

PROBATION

- A. New employees will be placed on probation for forty-five (45) paid work days, or for twenty (20) paid work days if the employee worked as a substitute driver for at least ninety (90) workdays. During this time the Board shall have the sole right at any time to discharge, discipline, transfer, demote, or layoff said employees for any reason, without regard to the provisions of this Agreement, and no grievance shall arise therefrom. If, at the end of this period, the work has been satisfactory, the employee will receive a permanent assignment. Normally, a new employee will be placed on Step 1 of the salary schedule; however, a new employee may be granted credit on the salary schedule, as determined by the administration. Date of employment, holiday pay and vacation accrual will begin as of the first day of the probation period provided the employee receives a permanent assignment.
- B. Probationary employees shall receive sick days on the same basis as all other employees with the understanding that no paid sick days can be utilized during the probationary period.
- C. The Board of Education may at its discretion, extend the probationary period for twenty (20) paid workdays if they deem this advisable.
- D. The Superintendent's designee shall, upon recommendation of the immediate supervisor, have the final authority for determining if a new employee's work has been satisfactory or unsatisfactory during the probationary period.
- E. The Association will be notified whenever a new employee has completed a successful probationary period and is assigned to a new position, and will be informed of the Step on the salary schedule to which the new employee has been assigned.

ARTICLE VII

RESIGNATION AND RETIREMENT

A. Resignation

1. Employees desiring to leave the employ of the school are required to give two (2) weeks written notice of such intent to the Director of Personnel. Failure to do so will result in loss of pay for unused sick days as described in Section C of this Article.
2. Vacation pay will be forfeited by any employee who resigns without giving the Director of Personnel at least two (2) weeks notice. Should an employee leave by giving due notice, or should an employee be laid off because of reduction of staff, such employee will receive pay prorated according to how much vacation time he/she has accumulated.

B. Retirement

An employee who retires from the Walled Lake Schools (meaning the employee is eligible to draw monies from the Michigan Public School Employees Retirement System) and who has fifty (50) or more unused sick days prior to the calculations described in Section C below, shall receive an additional Three Hundred (\$300) Dollar bonus added to the benefits described in Section C of this Article.

- #### C.
1. After five (5) years of consecutive service as an employee and upon resigning, or retirement, pay for one-half of the unused sick days, not to exceed sixty (60) days will be given to the employee.
 2. After ten (10) years of consecutive service as an employee and upon resignation or retirement, pay for one-half of the unused sick days, not to exceed one hundred twenty (120) days, will be given the employee.
 3. Upon death of an employee, regardless of length of service, the employee's estate will receive pay for one-half of his/her unused sick days, not to exceed one hundred twenty (120) days, provided he/she was an employee of the District at the time of death.
 4. In this instance "consecutive service" means continuous employment that is not interrupted for any reason other than personal illness. Consecutive service will only include time counted towards seniority, i.e. unpaid leaves of absence will not count toward the five (5) or ten (10) years of service unless the employee is on an approved medical leave of absence up to ninety (90) days. Any employee, whose employment is terminated with the district, will

ARTICLE VII - RESIGNATION AND RETIREMENT (Continued)

be allowed a one-time return without interruption to their "consecutive service" credit. There after returns to work shall begin employment with zero consecutive service credits.

- D. An employee with ten (10) years of consecutive service within the bargaining unit who retires shall be provided severance pay in the amount of one hundred fifty (\$150) dollars per year of service. Retirement for the purposes of this section means a retiring employee who is eligible to draw monies from the Michigan Public School Employees Retirement System.

Example: An employee has 130 sick days with 12 years of service
130 divided by 2 = 65 days
The employee will be paid: B. \$300.00
C. 65 days pay
D. \$1800.00 (\$150 X 12 years)

- E. All monies payable upon retirement will be paid via the Board of Education approved Special Pay Plan, subject to the limitations of the Plan.

ARTICLE VIII

HOLIDAYS

- A. 1. Full year bus drivers will be granted the following paid holidays:

July 4th

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

Three days between Christmas Eve and New Year's Day, per Section A(2) below

New Year's Day

Good Friday

Easter Monday

Memorial Day

2. School buildings will be officially closed, but there will be regularly scheduled work between Christmas Eve Day and New Year's Day during the term of this Agreement. It is understood that Christmas Eve Day, Christmas Day and New Year's Day will be paid holidays. Of the remaining days, three (3) days will be paid holidays and the District will specify those holidays. Full-year employees must work or take a vacation day, as approved by the Supervisor, on any remaining week days during that period not specified as a paid holiday.

- B. School year employees will be granted paid holidays as follows:

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Good Friday

Easter Monday

Memorial Day

ARTICLE VIII – HOLIDAYS (Continued)

- C. In order to receive compensation for a paid holiday, an employee must work his/her scheduled workday before and after the holiday unless a doctor's excuse is presented to substantiate the employee's illness, the employee is on a paid medical leave of absence, is on funeral leave, or an approved paid vacation. For the purpose of this section, an employee who works part of their scheduled work day before or after a holiday will receive holiday pay if he/she reports to the doctor and provides a doctor's excuse to the Supervisor of Transportation, received within five (5) calendar days of absence. The doctor's note will state the diagnosis and prognosis and return to work date.

- D. A holiday which falls on a Sunday will be taken on the following Monday and a holiday falling on a Saturday will be taken the preceding Friday.

- E. Holiday pay will be calculated at the employee's current daily rate.

ARTICLE IX

VACATIONS

A. 1(a) All full-time, full-year employees shall earn vacation days based on the following schedule:

0 through:	1 year - prorated based on 10 days
1 through:	4 years - 10 days
	5 years - 12 days
	6 years - 13 days
	7 years - 14 days
	8 years - 15 days
	9 years - 16 days
	10 years - 17 days
	11 years - 18 days
	12 years - 19 days
	13 years and over - 20 days

(b) Accrual is on a twelve (12) month period (July 1 - June 30). Only accrued vacation days can be used (in increments of one-third (1/3 days)).

2. Except as stated in section 1(b) above, vacation is accrued each fiscal year to be taken the following fiscal year.

3. Part-Time Bus Drivers

a) Part-time employees shall be granted six (6) vacation days prorated for less than a full year of service. Employees changing from part-time to full-time and vice-versa shall have their vacation days pro-rated based upon the number of hours worked at the time the vacation was accrued.

B. Vacation leave with pay will be paid at the employee's regularly scheduled hours and at the employee's regular rate of pay.

C. Under no circumstances will an employee be allowed to take more than his/her accrued vacation days as of the date his/her vacation begins. Except in the case of an emergency or extenuating circumstances and with written permission of the Director of Personnel, an employee will not be allowed to combine one year's vacation with another year's vacation. The year for purposes of vacation calculation shall be from July 1 to June 30.

ARTICLE IX – VACATIONS (Continued)

- D. Vacations must be approved by the Supervisor of Transportation.
- E. During March, vacation calendars will be sent to each employee for the employee to request scheduled vacation days. The calendar shall be returned within two (2) weeks to the Transportation Supervisor. The supervisor will notify the employees of the approval or disapproval within three (3) weeks after the end of the two (2) week closing date. During the three (3) week period, employees shall not make any changes in requested vacation dates. After vacation dates are set, an employee may request no more than two (2) changes in their approved vacation dates.
- F. The employee having the greater seniority will have the first choice for vacation days off provided that a less senior employee has not reserved those days.
- G. Bus drivers and school year employees must take vacations during non-school time. In the case of an emergency or extenuating circumstances, school time can be taken for vacations with the written approval of the supervisor. Unused vacation pay will be received at the end of the school year. (It is understood that the District will provide a separate check for those school year employees who would not otherwise receive a paycheck after the last pay of the school year.)
- H. Vacation benefits shall be determined by the employee's total service with the bargaining unit on a pro-rata basis.
- I. Employees may be prevented from using vacation time properly scheduled and approved during the work year, because of the business requirements or an emergency of the District. If that occurs two or more times in a work year and the employee does not use all allotted vacation time, the employee will receive such unused vacation pay at the end of the year.
- J. In order to receive compensation for a paid vacation, an employee must work his/her scheduled day before and after the vacation unless that day(s) is a holiday, or the employee is on funeral leave, or a doctor's excuse is presented to substantiate that the employee is on a paid medical leave of absence or approved day off.

ARTICLE X

INSURANCE

The Board agrees to provide the following fringe benefits to all employees as defined in Article I of this Agreement:

- A. Upon proper application by the employee, the Board will pay the premiums for either MESSA PAK OPTION A or B or provide OPTION C as described below or comparable coverage. All employees who select hospitalization will be assessed five (\$0.05) cents per one thousand (\$1,000.00) dollars of their annual base wages to be paid the first pay in June for the current school year and shall fall under the District Cafeteria Plan.

1. MESSA PAK OPTION A:

MESSA Choices (effective August 1, 2006)

Delta Dental:	75/75/60	\$600.00
	50/50/50	\$500.00

Life: \$15,000 AD & D

Vision: VSP-1

2. MESSA PAK OPTION B: For employees not needing health insurance -- Eligible employees who are employed as of the last day of the District's fiscal year and who do not receive Option A or C shall receive, in lieu of Option A or C, a cash payment at the end of the fiscal year (prorated if they are employed for less than a full year or if they are only eligible for partial coverage or coverage for only part of the year) in the amount of \$600.00, plus:

Delta Dental:	80/80/80	\$1300.00
	50/50/50	\$1500.00

Life: \$40,000 AD & D

Vision: VSP-2

Employees must indicate their election of Option B by October 31 annually, and said election shall be irrevocable until the following October 31 except as provided hereafter.

ARTICLE X – INSURANCE (Continued)

3. OPTION C: Eligible employees who are employed as of the last day of the District's fiscal year and who do not receive Option A or B are required to sign a waiver that they have dental and vision coverage. These employees will receive life insurance benefits (a policy in the amount of \$15,000 AD&D), and shall receive in lieu of Options A or B, a cash payment at the end of the fiscal year (prorated if they are employed for less than a full year or if they are only eligible for partial coverage for only part of the year) in the amount of \$1,200.00, less the amount of the applicable life insurance premium.

Employees must indicate their election of Option C by October 31 annually, and said election shall be irrevocable until the following October 31 except as provided in Section 4 below.

4. An employee shall have thirty-one (31) days from a qualifying event (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of spouse) to elect option A, B or C above, and the election will be allowed as permitted under applicable insurance policies.
- B.
1. The Board shall prepare such plan documents and notifications as are necessary for such cafeteria plan to qualify under the Internal Revenue Code including IRC 125. Employees shall be required to make elections (which are generally irrevocable during each coverage period) as required under applicable Internal Revenue Code provisions and regulations, including, but not limited to, applicable provisions of IRC 125. Bargaining unit members who meet the following test may revoke their election of Option A, B or C and make a new election.
 2. The above described cafeteria plan shall permit a participant to revoke a benefit election after the period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage if both the revocation and new election are on account of and consistent with a change in family status as defined under IRS 125 regulations, as the same may be amended from time to time (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of spouse) provided the new election is made within thirty-one (31) days of the qualifying event and is made as permitted under applicable insurance policies.
- C. All eligible full-time employees who elect to enroll in the MESSA Short Term Disability Insurance (STD) Plan shall pay the premiums for the elected coverage deducted from the employee's second check of each month. The Board will pay ten (\$10.00) dollars per month toward the cost of this coverage for each eligible employee who elects STD.

ARTICLE X – INSURANCE – (Continued)

- D. To be eligible for the benefits in Sections A and C, an employee must have completed his/her probationary period. The earliest date upon which an employee will be covered by the school district will be the first day of the month following the completion of a successful probationary period. An employee on probation can take out health insurance through the schools during the probationary period or until such time as covered by the school district, provided the employee prepays the cost himself through individual arrangement with the business office.
- E. All part-time bus drivers, who work, on the average, at least five (5) hours per day, shall receive all benefits in Section A. on a pro-rated basis based upon the number of hours that the employee works in relation to a six (6) hour day.
- F. Employees receiving pro-rated benefits shall have their portion of the insurance costs payroll deducted. All deductions shall be made one (1) month in advance in the first pay check of each month.
- G. 1. The Board shall not be required to provide Hospital/Medical Insurance coverage to an employee who is under another Hospital/Medical Insurance plan or policy which is at least comparable to that provided by the Board. The employee must certify to the Business Office that s/he is not knowingly covered under another such Hospital/Medical insurance plan or policy.
2. Employees who cannot withdraw from coverage under the other policy may request coverage under the Board's Hospital/Medical plan. The determination to grant coverage must be by a majority of a Committee consisting of two Administrative and two Association representatives. The decision of this Committee shall be final and binding on the Board, Association and employee.
3. Employees who are discovered to have provided false certification shall immediately be removed from the Board's Hospital/Medical coverage program and shall not be eligible for the option to health provisions.
- H. 1. An employee's health insurance premium will be paid by the Board of Education after sick days and vacation days have expired, should the employee be so sick or injured as to be unable to return to work. The conditions governing the eligibility of an employee for this benefit and the extent of the benefit are as follows:
- a) An employee must have been with the school district for at least one year.
 - b) Payment of this benefit for the employee will be according to the following schedule:

ARTICLE X – INSURANCE – (Continued)

- i) For an employee who has been with the school district for one year but not exceeding two years, the Board of Education will pay the health insurance premium for one month.
 - ii) For an employee who has been with the school district for two years but not exceeding three years, the Board of Education will pay the health insurance premium for two months.
 - iii) For an employee who has been with the school district for three or more years, the Board of Education will pay the health insurance premium for four months.
2. An employee who receives this benefit and returns to work must remain actively employed for one year before he/she shall again be eligible for this benefit.
3. If the employee is unable to return to work, the Board reserves the right to have the employee's disability confirmed by a Board-selected physician.
4. Upon employment termination, employees will be notified of their right to convert health insurance in accordance with federal law.

I. Life Insurance

1. Part-time employees as defined in Article I of this Agreement who work less than 60 hours biweekly shall be eligible for a \$15,000 AD & D life insurance policy from an insurance carrier selected by the Board subject to the provisions of paragraphs I(2), (3), (4), and (5) below.
2. Employees who have Board provided term life insurance, as provided through the insurance plan, have a 31-day conversion right upon termination of employment. Any employee electing his/her right to conversion in order to keep term life insurance in force must contact the insurance carrier within 31 days of his/her last day of employment.
3. The life insurance policy shall pay to the employee's beneficiary the aforementioned sum within the underwriting rules and regulations as set forth by the insurance carrier.
4. Employees shall not receive life insurance coverage during an unpaid leave of absence; however, the employee may exercise his/her conversion rights as stated in paragraph I(2) above.

ARTICLE X – INSURANCE (Continued)

5. Coverage for new employees shall become effective the first of the month following completion of a satisfactory probationary period, providing the necessary enrollment forms have been filled out and filed with the Business Office.
- J. All insurance coverage and benefits cited in this Article shall be subject to the following conditions:
1. Eligibility shall be limited by the rules and regulations of the underwriting carrier and disputes concerning coverage or benefits shall be strictly between the employee and the carrier and shall not be subject for a grievance procedure dispute.
 2. Eligibility shall be based on the employee meeting the "at work" requirements of the policy or carrier.
 3. The district shall not be liable for an employee's failure to notify the district of a change of status in his/her family which might affect coverage. Employees who do not notify the district of a change in family status within thirty (30) days of the change will be held liable for any cost incurred by the district beyond the change of status obligation.
- K. An employee who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of excludable income the employee receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the worker would have received from his/her regular wage amount according to his/her placement on the wage schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee's accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the employee shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.
- L. The Board has the right to compare the cost of the existing insurance coverage for employees to comparable coverage. Comparability will be based on the actual number of employees enrolled in each plan during each school year. The Board has the right to switch to a comparable plan or different carrier at any time during a calendar year in order to effectuate cost or administrative savings. If the cost for a comparable plan or different carrier would be less than the current MESSA plan, the Association may elect to switch its membership to the comparable coverage or to continue with the current plan with all additional cost being the obligation of the employees, which amounts shall be deducted through payroll deductions.

ARTICLE X – INSURANCE – (Continued)

The Association must so elect within thirty (30) days of receipt of written notice to the Association prior to any switch to a comparable plan or different carrier. Such notice shall include the cost and/or administrative savings to be effectuated. It is understood that it may take some months to effectuate a change in plans or carriers and that employees would remain on the existing plan coverage during the transition period.

- M. The Board agrees to make deductions for employees who elect to participate in any District approved Tax-Sheltered Annuity Program, subject to IRS Code provision 403(b) and/or 457 plans.
- N. Drivers who were employed and a member of the Drivers Bargaining Unit on June 14, 1990, shall be grandfathered under the 1985-88 health insurance contract eligibility requirements for the same, (4 hour drivers receive full benefits) and shall be eligible for health insurance even if they should subsequently be reduced to five (5) hours per day.
- O. The parties agree that in the event health care coverage at the cost to the Board is legally mandated in any way, the parties will immediately begin to bargain in good faith the health care benefits to be provided.

ARTICLE XI

LEAVES OF ABSENCE

PAID

- A. 1. Each full year non-probationary employee not on an unpaid leave shall be credited with twelve (12) sick leave days at the beginning of each work year. Each non-probationary school year employee not on an unpaid leave shall be credited with ten (10) sick days. Probationary employees who successfully complete their probationary period after the start of the work year shall be credited with a pro-rata number of sick leave days at the beginning of their non-probationary period. Employees who return from an unpaid leave, except workers compensation leave, shall have their sick leave days pro-rated and be credited with that number of days when they receive their first paycheck of the fiscal year.
 2. Total sick day accumulation will be unlimited. Sick leave may be used for personal illness or illness or death in the immediate family of the employee. Before payment for sick leave is made, the school administration has the right to request a doctor's statement to verify illness should it be deemed necessary. A sick leave day will be the same as an employee's regularly scheduled work day for purposes of accrual and use. Immediate family shall mean mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandchild and grandparents.
 3. Any full-time, full-year employee who has worked for at least one (1) full work year (July 1 - June 30) with the District who has zero (0) absences from work (excluding business leave days, vacation days and holidays) will be entitled to a cash bonus in the amount of Three Hundred (\$300) Dollars, if requested by June 30th. Such bonus shall equal the use of six (6) sick days for the work year and only the remaining balance of the accrued sick days will be carried over into the next year. Full-time, full-year employees with one (1) absence from work (excluding business leave days, vacation days and holidays) will be entitled to a cash bonus in the amount of One Hundred Fifty (\$150) Dollars, if requested by June 30th. Such bonus shall equal the use of three (3) sick days for the work year and only the remaining balance of the accrued sick days will be carried over into the next year. Less than full-time, full-year employees will be entitled to attendance bonus payments and sick time carryover on a pro-rated basis.
- B. 1. Business Days - Two (2) days of sick leave each year may be used as business days with the administration having the authority to approve or disapprove one (1) of the two (2) days based on the need as presented by the employee. One business day is to be used only for matters that cannot be taken care of outside of working hours, such as legal matters, mechanical breakdown of transportation or home utilities (furnace, well, pump, etc.).

ARTICLE XI - LEAVES OF ABSENCE (Continued)

2. All requests must be in writing; except when an emergency situation prevails, approval may be obtained by telephone from the immediate supervisor, with a follow up letter stating the date and reason for being off.
 3. The second business day may be used by the employee as he or she chooses. Written requests for the day off must be received in the office of the employee's immediate supervisor at least three (3) days before the day the employee wishes to be off. Requests will be granted only when there is a sufficient number of employees to cover the workload.
 4. The day before and the day after a paid holiday or a scheduled vacation day cannot be used as a business day.
- C. An employee may request to use vacation days as sick leave days after his/her personal accumulation has been expended with proper request to the Supervisor of Transportation. An employee may elect to not use sick leave days by written notification to the Supervisor of Transportation .
- D.
1. When an employee is on leave due to sickness or injury, (including a worker's compensation leave) the employee may return to the same position held prior to the leave provided that he/she returns to work before ninety (90) working days have lapsed following the last day of the employee's paid leave. For purposes of this section, in the event an employee returns to work but does not work at least ten (10) work days before going on leave again for the same condition, sickness or injury, the count for the ninety (90) day period shall re-commence where it left off as of the first date of the new leave period, as if the employee had not returned to work.
 2. An employee on a non-medical leave of absence shall return to his/her position only if the unpaid leave is for ninety (90) working days or less.
 3. A Bus Driver, who loses his/her route will, upon return to work, be placed on the top of the substitute list until he/she is eligible to bid on a regular position.
- E. Each employee shall be entitled to leave with pay without charge to his/her sick bank for death in the immediate family of the employee and/or spouse, or the death of a person residing in the same household as the employee. The funeral leave shall be for a period not to exceed three (3) days, provided the employee attends the funeral. The funeral leave is not intended to be bereavement leave to be taken at the discretion of the employee. A death in the family occurring when school is in recess and the employee is not working (summer recess, winter recess, etc) does not entitle an employee to funeral leave when school resumes. Immediate family shall mean mother, father, brother, sister, child, spouse, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, and grandparents. Additional time beyond three (3) days, if granted by the employee's immediate supervisor, will be charged to sick leave. The employer has the right to request and receive

ARTICLE XI - LEAVES OF ABSENCE (Continued)

appropriate substantiation of attendance at the funeral and verification of residence of an individual residing in the household.

- F. The amount of pay given when an employee is absent due to illness shall be based on the employee's regular hours and rate of pay.
- G. An employee who is called to jury duty shall receive the difference between his/her regular salary and the jury fee with no loss of accumulated leave for each day he/she serves on the jury and on which he/she would have otherwise been scheduled to work. Any day an employee is not called to jury duty, he/she will report to work.
- H. As soon as possible, an employee should contact his/her designated person when he/she is going to be absent from work. This should be done in ample time to allow the administration to secure a substitute; and for Bus Drivers shall be a minimum of 45 minutes prior to the start of their scheduled run, however, all drivers will notify the administration no later than 6:00 a.m. for absences from a.m. runs. Administration shall provide a person on duty for call-ins by 5:30 a.m. Should the employee fail to notify either his/her designated person that he/she will be absent from work, he/she will not receive a salary for the days he/she is absent from work without prior notification. It is realized that in some cases there may be extenuating circumstances that would prevent proper notification. In such cases, the immediate supervisor, together with the Director of Operations, will decide whether payment of salary should be made.
- I. On the first day of student attendance in the beginning of the school year, paid leave days shall only be granted in cases of emergency.

UNPAID

- J.
 - 1. A leave of absence without pay may be granted to any employee at the discretion of the Board. Employees on unpaid non-medical leaves will have their seniority frozen and seniority will not accrue while the employee is on an unpaid leave. Seniority accrued prior to July 1, 1988 will not be affected.
 - 2. Employees on leave may accrue experience credit for wage increments only while on a paid leave or an unpaid medical leave up to one (1) year.
- K. Family and Medical Leave
 - 1. All eligible employees shall be provided up to twelve (12) weeks of family and medical leave during any rolling twelve (12) month period in accordance with the Family and Medical Leave Act of 1993 (FMLA). The leave may be paid, unpaid or a combination of paid and unpaid, depending on the circumstances and as specified in

ARTICLE XI - LEAVES OF ABSENCE (Continued)

this Section. Such leave will be granted only for one or more of the following reasons:

- a. For the birth of a child and in order to care for that child, provided that the leave is requested and taken before the child's first birthday.
- b. For the adoption of a child or the placement of a foster child in the employee's home, provided that the leave is taken within twelve (12) months of the adoption or placement.
- c. To care for a spouse, child or parent who has a serious health condition.
- d. Due to the employee's own serious health condition.

2. Eligibility Requirements:

- a. In order to be eligible for a family and medical leave, an employee must be employed by the District for at least twelve (12) months prior to the commencement of the leave and must have worked at least 1250 hours during that prior twelve (12) month period.
- b. All requests for family or medical leave must be submitted in writing to the Personnel Department at least 30 days prior to commencement of such leave, except where the need for the leave is not foreseeable and 30 days notice is not possible and in that event, notice shall be given as soon as is practicable.
- c. If an employee fails to provide thirty (30) days notice for a foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least thirty (30) days from the date the District receives proper notice.
- d. Where the necessity for leave is due to the serious health condition of a family member (as defined in Paragraph 1 of this Section) or the employee, and is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the work schedule or operations of the District.

3. All requests must set forth specific reasons for the requested leave. A request based upon a serious health condition of a family member or the employee must be supported by written certification of a reputable physician or health care provider. Such certification must be provided to the Personnel Department within fifteen (15) days of the request, if possible, or the employee must provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave. The written medical certification must contain the following:

ARTICLE XI - LEAVES OF ABSENCE (Continued)

- a. The date the serious health condition began.
 - b. The expected duration.
 - c. The appropriate medical facts regarding the condition, the diagnosis and a brief statement of treatment.
 - d. If the leave is for the care of a spouse, child or parent, the certification must include a statement that the patient requires assistance and that the employee is necessary to provide such assistance as well as an estimate of the amount of time such need will continue.
 - e. If the leave is based upon the employee's own serious health condition, the certification must include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position.
4. A family and medical leave may be used intermittently or on a reduced schedule if leave is taken to care for a spouse, child or parent or due to employee's own serious health condition. Prior to taking leave, the employee should try to reach agreement with the Personnel Department regarding the time for intermittent leave or working of a reduced schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary and the District may require certification of the medical necessity. The District may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate (or even eliminate the need for) intermittent leave or a reduced schedule.
 5. A family or medical leave under this Section is an unpaid leave. However, if the employee has any available accrued paid leave (vacation time and sick leave time) the employee must first use all paid leave time. Once all paid leave time is used, the remainder of the twelve (12) weeks of leave will be unpaid.
 6. While an employee is on leave, the District will continue the employee's health benefits during the leave at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition, the District will require the employee to reimburse the District the amount it paid for the employee's health insurance premium during the leave period. For employees obligated to pay a portion of the insurance premium through payroll deduction, all such payments shall be made directly to the Business Office no later than the 25th of the month for insurance coverage for the subsequent month. In the event an employee fails to make such

ARTICLE XI - LEAVES OF ABSENCE (Continued)

direct payments and the District makes such payments on their behalf, the employee will be obligated to reimburse the District as soon as possible after the leave for all such amounts.

- L. Childbearing/Child Caring Leave - Following the termination of a leave of absence under Section K above, an additional eight (8) months of leave (or twelve (12) months for non-probationary employees not eligible for leaves under Section K above), without pay, without accrual of leave days or benefits and without loss of seniority, for the purpose of continued

child caring shall be granted to an employee provided a written request was submitted to the Personnel Department at least thirty (30) calendar days prior to the commencement of the leave. A second year of leave shall be granted upon request, however seniority shall not accrue during this time period.

- M. Illness or Disability Leave - Following the termination of a leave of absence under Section K above, an additional eight (8) months of leave (or twelve (12) months for non-probationary employees not eligible for leaves under Section K above), without pay, without accrual of leave days or benefits and without loss of seniority shall be granted to an employee who is unable to work because of continued illness or disability and who has exhausted all sick leave available. Seniority shall accrue for the duration of such illness or disability up to a one (1) year period, but without the accrual of additional leave days or benefits. A second year of leave may be granted at the discretion of the Board.
- N. In all leaves set forth above, except Section K leaves, accumulated leave days at the time of leave shall be maintained.
- O. Except as set forth in Section K above, an employee may continue his/her health insurance benefits while on an unpaid leave by making arrangements with the Business Office to prepay monthly individual group rate premiums.

ARTICLE XII

MEDICAL EXAMINATION

- A. The Board may, at its discretion, require that employees submit to physical and mental tests and examinations by a Board-appointed doctor when such tests and examinations are considered to be of value to the Board in maintaining a capable work force, employee health and safety, etc., provided however, that the Board will pay the cost of such tests and examinations. The reports of such tests and examinations will be provided to the Director of Labor Relations and Employee Services by the employee.
- B. If the physician reports that the employee is unqualified to perform his duties, the employee shall be required to take a mandatory medical leave of absence.
- C. The Board may, at its discretion, require an employee who loses time from work because of illness or injury, or is on a voluntary or mandatory medical leave of absence, to submit to physical and medical tests or examinations by a Board-appointed doctor for purposes of determining whether an employee is qualified to return to work.
- D. In those instances when an employee is not satisfied with the decision of the school-appointed physician, an employee may select another doctor of his/her own choosing. The employee will pay all costs of this second examination and it must be taken within ten (10) days of receipt of a written report from the school-appointed physician. The school-appointed physician will consult with the doctor selected by the employee. The information provided by the consulting doctor will be evaluated by the school physician who in turn will review his/her original decision regarding the employee. The final responsibility for determining whether or not the employee can work will rest with the school-appointed physician. The procedure described in this Section will bypass the grievance procedure.
- E. All Bus Drivers shall be in good physical and mental health, be able-bodied, free from communicable diseases, strong enough physically to handle the bus and the students with ease, and meet all required state and federal standards. Bus Drivers must submit annually, or as required by law, to a physical examination by a reputable physician designated by the Board of Education. The cost of the physical shall be paid by the Board and shall be completed on the Bus Driver's own time. The Bus Driver shall present the physician certificate to the Supervisor of Transportation.

ARTICLE XIII

SENIORITY, LAYOFF AND RECALL

A. SENIORITY

1. Seniority shall be defined as the length of continuous service within a department and shall begin on the date an employee first assumes his/her job responsibilities. - Time worked as a substitute employee shall not be considered for seniority.
2. Employees who terminate their employment with the District lose all accrued seniority and if later rehired, will have their seniority determined by a new effective date of employment. Seniority will not accrue while an employee is laid off. However, all employees so affected shall retain all seniority accumulated as of the effective date of layoff.
3. Seniority accrued as a bus driver shall be frozen if an employee accepts or has accepted a district position outside of the bargaining unit. Frozen seniority within the bargaining unit may be used to bump back into the bargaining unit if the employee is laid off.
4. Seniority for Bus Drivers whose employment commences on the same date shall be determined by the date of hire as a substitute driver in the Walled Lake District and then by date of Application.
5. All employees shall be ranked on a list in order of their seniority. These seniority lists will include employee's name, and initial employment date. The list will be updated and distributed to the Association by January 31 of each year. An employee's date of hire shall be subject to challenge only the first time an employee's name appears on the seniority list. Other objections to seniority list data shall be filed in writing by the Association within thirty (30) calendar days from receipt of the lists or all objections shall be considered waived until the next year's list is published.

B. Layoff and Recall

1. Layoff shall be defined as a necessary reduction in the work force.
2. Prior to employee notification of layoff, notice will be provided in writing to the Association of the names of employees who are to be laid off.
3. When the Board has determined the need to layoff employees, the individuals involved will be given a minimum of ten (10) work or business days written

ARTICLE XIII - SENIORITY, LAYOFF AND RECALL (Continued)

notification. Seven (7) calendar days written notification will be provided in the case of an emergency situation. An announcement shall be made at the Board meeting immediately following each layoff or recall of each position and employee affected by such action.

4. Employees shall be laid off according to the following procedures:
 - a. Employees shall be laid off by seniority.
 - b. Employees who are laid of will be placed on the top of the substitute list until he/she is recalled according to this Article.
 - c. Employees who are on top of the substitute list will not retain their employee benefits.
 - d. The employer will notify all employees of the routes which are to be filled after the lay off. Employees , in order of seniority, who were not identified for layoff will select new routes.

5. Employees who are laid off shall be recalled according to seniority with the most senior being recalled first. The Board will determine the degree to which personnel and programs can be reinstated. Layoff lists shall be maintained by the Board with copies sent to the Association. When employees are recalled to work, they will be placed on the same step of the salary schedule held when laid off. All accrued sick days will be restored to said employee upon return to work. Employees will be paid for all accrued vacation days at the time of layoff.

6. Recall shall be made in writing to the employee with a copy to the Association. Letters shall be sent to the employee's home address as noted in the Personnel Office. It shall be the responsibility of the employee to maintain a current address in the Personnel Office to facilitate said notification. Failure to respond to recall within seven (7) calendar days from the postmark on said written offer shall be viewed as a voluntary quit.

- C. Where drivers of special needs buses are involved, the Supervisor of Transportation shall review the capabilities of those eligible for recall. If the Supervisor of Transportation has some concern for the capability of a driver eligible for recall to a special needs bus route, he/she shall state in writing those concerns and recall the driver for a twenty (20) working day trial period. If the driver does not successfully complete the trial period, he/she shall be laid off.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. 1. Any employee or group of employees of the Association claiming that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may process the claim as a grievance as hereinafter provided. The parties agree to make a good faith effort to resolve every dispute at the lowest possible step and at every step of the grievance procedure.
2. a) Prior to the initiation of the formal grievance procedure, the employee shall discuss the problem with the Supervisor of Transportation. This discussion shall be held one-on-one at a time and place where both individuals are reasonably free from distraction. This initial step will be taken by the employee individually and shall take place not more than seven (7) business days after the event or occurrence, which is the basis of the grievance, becomes known to the employee.
- b) For purposes of this Article, the immediate supervisor shall be the Supervisor of Transportation.
- c) If the matter is not fully resolved, or if it is necessary or helpful to ascertain further facts regarding the issues raised, an informal meeting shall be held between the employee and the Supervisor of Transportation at the request of either party. A representative of the Association can be present at this informal meeting. The Supervisor of Transportation may include other administrators in the informal meeting. The second meeting shall be held not more than eight (8) business days after the first informal meeting.
3. Step 1 - In the event that the problem is not resolved informally, the employee may file a formal, written grievance with the Association with a copy to the Supervisor of Transportation and the Assistant Superintendent of Labor and Employee Services. The written grievance must be filed in this manner not more than seven (7) business days after the meeting described in section 2.c. above. After the Association and the Supervisor of Transportation have received the grievance, designated representative(s) of the Association and the employee involved shall meet with the appropriate supervisor in a scheduled meeting within five (5) business days of the date the grievance is filed. The appropriate supervisor shall indicate his/her disposition of the grievance in writing within five (5) business days of the Step 1 meeting and a copy shall be furnished to the Association President, the Grievance Committee Chairperson, the Assistant Superintendent of Labor and Employee Services and the grievant.

ARTICLE XIV - GRIEVANCE PROCEDURE (Continued)

4. Step 2 - In the event the employee is not satisfied with the Step 1 response of the Supervisor of Transportation, the grievance shall be transmitted to Director of Operations within five (5) business days of the Step 1 response. A meeting will be scheduled between the grievant and the Director of Operations within ten (10) business days of the receipt of the grievance. The District has the option to include the Assistant Superintendent of Labor and Employee Services (or his/her designee) in Step 2 of the grievance procedure. Within ten (10) business days after the Step 2 meeting, a written disposition of the grievance shall be made by the Step 2 administrator and a copy shall be furnished to the Association President, Grievance Committee Chairperson, the Assistant Superintendent of Labor and Employee Services and the grievant.
5. Step 3 - In the event the employee is not satisfied with the Step 2 response, the grievance shall be transmitted to the Assistant Superintendent of Labor and Employee Services within five (5) business days of the Step 2 response. A meeting will be scheduled between the grievant and the Assistant Superintendent of Labor and Employee Services within ten (10) business days of the receipt of the grievance by the Director. Within ten (10) business days after the Step 3 meeting, a written disposition of the grievance shall be made by the Assistant Superintendent of Labor and Employee Services and a copy shall be furnished to the Association President, Grievance Committee Chairperson, and the Grievant.
6. Step 4 - If a full resolution has not been made at Step 3 (or if no formal disposition has been made within the period provided above), either the Association or the Board may request, in writing to the other, that the matter be submitted to non-binding mediation with the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service. Such request for mediation must be made not more than three (3) business days after delivery of the Step 3 formal disposition or the due date of the formal disposition if the same has not been made. For mediation to occur, the mediation request must be agreed upon in writing by the other party not more than three (3) business days following receipt of the request.
7. Step 5 - If the matter is not resolved at Step 4, the grievance may be submitted to arbitration by the Association with an impartial arbitrator, provided written notice of the request for submission to arbitration is delivered to the Board no later than twenty (20) business days after either the Step 3 response (if the grievance is not mediated), or the conclusion of the mediation hearing. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in any such arbitration proceedings, any grounds or rely on any

ARTICLE XIV - GRIEVANCE PROCEDURE (Continued)

evidence not previously disclosed to the other party. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation, misinterpretation or misapplication of any provision of this Agreement or any other rule, order, or regulation of the Board relating to wages, hours, terms, or conditions of employment.

- (a) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of the Agreement;
- (b) The fees and expenses of the arbitrator shall be shared equally by the Board and The Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other. The filing fee shall be paid by the moving party.

- B. If a contract interpretation grievance involves more than one employee, it shall be initiated by the Association, and be transmitted directly to the Director of Operations in writing. The written grievance shall be filed with the Director of Operations within fifteen (15) business days after the event or occurrence which is the basis for the grievance becomes known to an affected employee or the Association. All Association grievances shall be first discussed informally with the Director of Operations.
- C. All meetings concerning grievances are to take place at reasonable hours and will not interfere with assigned duties unless said meetings are called by school administration, Board or arbitrator. All employees directly involved in the grievance or arbitration hearing, as mutually agreed on by the Superintendent and President of the Association, shall be released from their work responsibilities to be present at such meeting with no loss of pay when called by the above parties.
- D. The time limits described shall be strictly observed. Failure on the part of an administrator to timely respond shall not constitute a granting of the grievance. The parties can agree to deviate from the grievance procedure only by mutual written consent. Where such consent extends time lines, it will only be effective if said writing specifies a new expiration date and is signed by all parties prior to the expiration of the normally applicable time line.
- E. 1. If any individual employee has a personal complaint which he/she desires to discuss with the Supervisor of Transportation, he/she is free to do so without recourse to the grievance procedure. However, no grievance may be adjusted without prior notification to the Association. An opportunity for the Association representative to be present at all meetings where the grievance is discussed shall be provided.

ARTICLE XIV - GRIEVANCE PROCEDURE (Continued)

2. No adjustment of any grievance shall be made which is inconsistent with the terms of the Agreement. In the administration of the grievance procedure, the interests of the employee shall be the sole responsibility of the Association.
- F. The Association will furnish the Board with the names of its Association representatives, grievance committee members, Association officers and Association staff, and such changes as may occur from time to time in such personnel, so that the Board may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such employee purporting to be representatives.
- G. During each step where a grievance is reduced to writing, the written statement shall clearly specify:
1. The name or names, and signature(s) of the aggrieved person or persons.
 2. The specific section of the Master Agreement alleged to have been violated.
 3. In what way there has been a violation, misinterpretation or misapplication of this Agreement or rule or regulation of the Board.
 4. When this alleged violation occurred.
 5. The proposed remedy or remedies for resolution of the grievance.
- H. All documents, communication and records dealing with the processing of a grievance shall be filed separately from the building and personnel files of the participant(s).

ARTICLE XV

MISCELLANEOUS

- A. All employees are encouraged to improve their skills through in-service training or other types of educational programs.

The Board shall pay cost of tuition and training manuals under the following conditions:

1. Employee must have been in employ of school district a minimum of one year.
2. Course selected must relate to employee's work.
3. Before enrolling in course, employee must submit in writing the name of the course with description, location, costs, length of course, and a statement as to how the employee thinks the course will improve his/her skills.
4. Program must be approved by the Superintendent's Designee.
5. Before reimbursement to employee will be made, employee will present evidence that he/she has successfully completed the course. Successful completion means "C" or above when grades are given or a certificate confirming completion when grades are not given.
6. Books or training manuals become property of school District.
7. If employee leaves employ of school district within one (1) year after he/she receives payment, employee will reimburse school district for amount paid by having amount deducted from employee's final pay check.

- B. Non-Scheduled Closing Days

1. Scheduled days of student attendance that are canceled for the entire District because of conditions not within the control of school authorities such as severe storms, fires, epidemics, or other health conditions as defined by the city, township, or state health authorities shall be rescheduled by the District up to the statutorily required hours.
2. Bus Drivers shall not be required to work on non-scheduled closing days. Bus Drivers will receive pay for the first two (2) non-scheduled closing days and will receive pay for other rescheduled days when the days are made up. A driver may elect to use his/her accrued vacation pay for unpaid non-scheduled closing days.

ARTICLE XV – MISCELLANEOUS (Continued)

4. When school is canceled after children have been picked up and the District cannot count the day as a full day for state aid purposes, Bus Drivers will be required to complete their runs to take the children home and will then be sent home and will receive their regular days pay.
- C.
1. Except as provided above, rescheduling of days shall not affect or otherwise require an adjustment of salary, compensation, or other benefits provided within the collective bargaining agreement.
 2. When an employee has a scheduled vacation day, business day, or other paid leave day and that day turns out to be a day when school is canceled, the employee will not be charged for the time off. When an employee has a scheduled dock day which turns out to be a day when school is canceled, the employee will be charged for the time off and will not benefit from school cancellation.
- D. No employee employed under the terms of this Agreement shall acquire tenure in any capacity.
- E. The district shall maintain a substitute list for transportation.

ARTICLE XVI

COMPENSATION AND CLASSIFICATION

- A. 1. The wage schedule and classification for Transportation Department Bus Drivers shall be:

2005-2006

Step 1	\$15.42
Step 2	\$16.04
Step 3	\$16.63
Step 4	\$17.92
Step 5	\$18.45

2006-2007

Step 1	\$15.73
Step 2	\$16.36
Step 3	\$16.96
Step 4	\$18.28
Step 5	\$18.82

2007-2008

Step 1	\$16.04
Step 2	\$16.69
Step 3	\$17.30
Step 4	\$18.64
Step 5	\$19.20

2. Drivers will be required to attend two (2) in-service days for in-district training of Bus Drivers. These days will be scheduled by the Supervisor of Transportation to occur within one (1) week of the beginning of the school year, at the semester break (records day), on the all teacher in-service day, or within one-week of the end of the school year. The Supervisor of Transportation has the option to schedule make-up days. All drivers who attend required in-service training days will receive pay according to Article XX, Section I(1).

- B. No employee will be required to transport students in their own car. When employees are requested to drive their own vehicles on school business, they shall be reimbursed at the current IRS rate.
- C. The "Steps" referred to in Sections A - I above will be construed to be a one (1) year period. Employees shall move from Step to Step after a one (1) year period on the Step.

ARTICLE XVI – COMPENSATION AND CLASSIFICATION (Continued)

- D. In the event of a change in the method of funding education in Michigan which results in significant reduction in anticipated revenues to the District, or in the event of the failure of any renewal of operating millage or similar economic hardship on the District, the Board may elect to reopen Article XVI. The Board will not exercise this option unless or until other reasonable alternatives have been evaluated. The parties shall immediately commence collective bargaining to negotiate an agreement to resolve the problem. During bargaining, Article XVI shall remain in full force and effect at the levels in existence on the date on which the hardship event occurs.

- E. Except in an emergency, drivers must be given a seventy-two (72) hour notification prior to mandatory meetings. Drivers are not required to attend voluntary meetings and no official business shall take place requiring decisions by drivers or official notifications during this type of meeting. Voluntary meetings are generally for seeking input and to generate discussion.

ARTICLE XVII

CONTINUITY OF OPERATIONS/CONFORMITY TO LAW

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instruction program during the normal school year and the settlement of disputes which threaten to interfere with such operations. Since the parties have a comprehensive grievance procedure to settle unresolved disputes, the parties have removed the basic cause of work interruption during the period of this Agreement. The Association and each member of the Association accordingly agrees that they will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act, any work slowdowns or similar concerted activity.

- B. If any Article or Section of this Agreement shall at any time become invalid under existing or future laws or be held contrary to law by a court or tribunal of competent jurisdiction (from whose final judgment or decree no appeal has been taken within the time for doing so), the remainder of this Agreement shall not be affected in any way and the remaining provisions of this Agreement shall continue in effect.

ARTICLE XVIII

EMPLOYEE EVALUATIONS

- A. All new employees shall be evaluated in writing prior to the end of their probationary period.
- B. After completion of the probationary period, all employees shall be evaluated in writing at least every three (3) years or if required at other times under any licensing requirements.
- C. Employees shall be evaluated by the Supervisor of Transportation.
- D. Each employee shall be given the opportunity to discuss and review the evaluation with his/her Supervisor in a personal conference. Conferences for Bus Drivers will be held on a voluntary basis, unless requested by the evaluator, and will be paid - for the actual time of the conference including overtime, if applicable.
- E. Each employee must sign the evaluation to signify that he/she has received and read the evaluation. A signature does not mean that the employee agrees with the content of the evaluation.
- F. An employee shall have the right to attach rebuttal statements to the evaluation.
- G. The written evaluation and any rebuttal comments shall be inserted in the employee's personnel file.
- H. In the event an employee who is scheduled to be evaluated is not formally evaluated, he/she shall be deemed to be performing at a satisfactory level.
- I. No employee will be marked unsatisfactory in any category unless the concern or problem has been previously brought to the attention of the employee in writing prior to the evaluation.

ARTICLE XIX

EMPLOYEE RIGHTS

- A. No member of the Association who has completed his/her probationary period shall be disciplined without just cause.
- B. Employees, upon their request, have the right to review the contents of their personnel files in the presence of a witness representing the District. Employees may elect to be accompanied by a representative of the Association during this review of their personnel file. The personnel file kept in the Personnel Office will be the only official file kept on employees. Additionally, an employee file may be maintained in the Transportation Supervisor's office.
- C. Employees are entitled to the presence of an Association representative during any meeting which will or may lead to disciplinary action by the Board. When a request for such representation is made, no action will be taken with respect to the employee until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the Agreement.
- D.
 - 1. Any complaint lodged against an employee determined by supervisor to have substance shall be brought to the employee's attention in a personal conference within ten (10) work days of its receipt.
 - 2. The complainant will be identified if said complaint is the basis of disciplinary action to be taken but not in those cases where there is a statutory requirement to report a complaint and the complaint was made anonymously.
 - 3. In cases where an outside law enforcement agency is called in or an investigation is deemed necessary by the Administration, the time limits in this section shall not apply.
- E. The Board shall honor written requests to remove evaluative information from an employee's file in accordance with the Bullard-Plawecki Act. Negative evaluative information will be removed from the file after two (2) years providing there has been no reoccurrence of the type of employee behavior which was reported and placed in the employee's file.
- F. Other than the back to school meeting, notification will be given to employees five (5) school days prior to the effective day of a new policy, practice, or procedure. All changes will be written and given to each employee to be included in their policy book. No official notification of changes in policy, practice, or procedures can be done through Friday memos.

ARTICLE XX

TRANSPORTATION PROVISIONS

A. 1. Daily Rate

- a. All drivers will punch the time clock at the beginning and end of each route or field trip. Drivers who punch in late or miss punches may be subject to discipline.
 - b. At the beginning of each school year, each bus run will be timed. Drivers will be paid for a minimum of one A.M. route and one P.M. route. A route shall be defined as a combination of one or more runs. Such routes shall be a minimum of two (2) hours and fifteen (15) minutes. An additional fifteen (15) minutes will be added daily to both the A.M. and P.M. routes for a bus safety inspection, which will include maintaining proper levels of gas, oil, and water in the bus, cleaning inside the bus and cleaning all exterior lighting devices and signals. The fifteen (15) minutes for the A.M. route must be taken before the bus leaves the yard. The fifteen (15) minutes for the P.M. route may be taken ten (10) minutes before the bus leaves the yard and five (5) minutes post-trip. To determine the daily rate of pay, the driver's hourly rate will be multiplied by the total daily time. The minimum daily time will be five (5) hours for both A.M. and P.M. routes which shall include the thirty (30) minute maintenance time.
 - c. When any run(s) on a Driver's P.M. route is cancelled due to scheduled early dismissal, Drivers will be paid according to Article XX A. 1. b. or actual drive time, whichever is greater. Drivers will not receive less than their daily rate when such cancellations occur. However, daily rate, as used in this subsection, does not include any noon, kindergarten or shuttle runs Drivers do not drive.
 - d. Drivers who transport students to other districts on days Walled Lake is not in session, will be paid according to Article XX A.1.b.. Any hours lost from their regular scheduled day may be recovered by the Driver making themselves available at the bus yard for additional duties relating to the transporting of students. If no assignment exists, the driver will sit as a stand-by driver, unless released by the supervisor and there shall be no reduction in their daily rate. Assignments to such drivers shall be made in reverse seniority order.
2. The annual salary shall be determined by multiplying the daily rate of pay by the number of scheduled school days for the year plus holiday and vacation days. Bus Drivers whose runs are governed by a school calendar other than that of the District shall have their yearly salary, days off and "number of school days for the year" governed by said calendars. For example, a Bus Driver whose runs are to drive special education students to a neighboring school district shall work according to

ARTICLE XX - TRANSPORTATION PROVISIONS – (Continued)

that neighboring district's school calendar. Employees who are absent from work will not be paid, unless the employee is entitled to payment under another provision of this Agreement.

- B. In situations where runs have not yet been timed, drivers will be paid at the previous school year's timed rate. Drivers shall work all scheduled student days in Walled Lake or that of the District where their runs are scheduled.
- C. The rate of pay for kindergarten, regular noon, and shuttle runs will be at the driver's regular hourly rate of pay. All kindergarten, regular noon, and shuttle runs will be paid at a minimum of one and one-half (1-1/2) hours. If a kindergarten or shuttle is combined with another kindergarten or shuttle run within 30 minutes or less in between, the driver shall be paid for the actual time it took to drive the runs, provided that he/she will not receive less than one and one-half (1-1/2) hours pay. (Example: if the driver drove a kindergarten run and a shuttle back-to-back and was entitled to continuous time, and the total combined driving time equaled two hours, the driver would receive two hours pay. If in the example above the total combined driving time was one hour, the driver would receive one and one-half (1-1/2) hours pay).
- D. Each week, a driver will be paid fifteen (15) minutes at his/her regular rate of pay for washing the complete exterior of the bus in the school district's automatic bus washing facility. Payment will be made only if the driver washed the bus and such washing is certified by the Supervisor of Transportation. Additional bus washings regularly assigned during the year will be paid for at their same rate of pay, providing the Supervisor of Transportation approves prior to the washing of the bus. In the event that the automatic bus wash facility is inoperable, the school District may, at its discretion, pay each employee, every two weeks, one hour at his/her regular rate of pay to manually wash the bus.
- E. Bus Drivers will be required to clean the complete interior of his/her bus once per year between July 1 and the first day of school. The cleaning shall include washing and scrubbing the interior walls, ceilings, seats, floors, and windows. The driver will be paid four (4) hours at his/her regular rate for the bus cleaning. Payment will be made only if the driver accomplishes this work and only after the work is certified by the Supervisor of Transportation. Any driver, whose bus is not available for cleaning between July 1, and the first day of school, will be assigned to clean a spare bus before any other driver is assigned to clean one.
- F. Drivers will be paid a minimum of one (1) additional hour in October to work on route sheets, maps, and student lists.

ARTICLE XX - TRANSPORTATION PROVISIONS – (Continued)

- G. Drivers will be paid a minimum of one and one-half (1-1/2) hours for early dismissals except on those days when all schools are dismissed early or the early dismissal is just before or after a kindergarten, regular noon, or shuttle run, then actual time for the combination shall be paid (i.e. if a driver has an early dismissal for the high schools and goes directly to a shuttle run, kindergarten run, or any other regularly scheduled run, they will be paid for actual time it took to do the runs, not an extra one and one-half (1-1/2) hour for the early dismissal).
- H. Should it be necessary for the Supervisor of Transportation to send a driver out to give assistance to another driver who is stranded on a run, the driver being sent will be paid at his/her regular hourly rate for time in excess of his/her regularly scheduled time. The driver who is stranded will be paid at his/her hourly rate for any time in excess of his/her regularly scheduled time except in instances where the bus runs out of gas.
- I.
 - 1. Drivers who are required to attend in-district training sessions shall be paid at the driver's regular hourly rate of pay for each hour of actual class time. Voluntary training time will be paid at straight time only for the actual time in attendance and will not be credited for purposes of the computation of overtime. This section does not apply to General Drivers meetings for which no compensation will be paid.
 - 2. Drivers will be paid at their regular hourly rate for two (2) hours to take a road test every four (4) years, if necessary to satisfy the requirements of the Walled Lake School District to be eligible for driving a bus. If the test is taken on Saturday, the driver will be paid time and one-half (1-1/2) for two (2) hours. The District will pay for the cost of only one (1) road test every four (4) years if required by the school District.
- J. Credit on the salary schedule shall be given at the discretion of the Supervisor of Transportation for prior bus driving experience secured by a driver while in the employ of another school district or while previously employed by the District.
- K. Time and one-half (1-1/2) will be paid for all authorized hours worked (including mandatory in-service attendance, mandatory training sessions, mandatory meetings for driver trainers and employer requested evaluation conference time) in excess of forty (40) hours in a week. The Board has the right to require overtime for all employees. Drivers shall not be required to work on holidays except for a field trip.
- L. All vacant runs will be posted at the annual back to school meeting. Such routes shall be assigned by district seniority, however an attendance record acceptable to the District and the capability of handling the special needs of children may be required and considered when the vacant runs are kindergarten, shuttle runs, or special education runs.

ARTICLE XX - TRANSPORTATION PROVISIONS – (Continued)

M. Summer school runs will be posted and assigned by District seniority by the Supervisor of Transportation to those employees who apply in writing, on the appropriate form within five (5) days following such posting. In assigning the runs, the Supervisor of Transportation will attempt to divide up the hours on an as equal a basis as possible and an effort will be made to assign runs by seniority.

- a. All summer school runs, summer kiddie camp and camp runs shall be paid at a minimum of two (2) hours per A.M. run and two (2) hours per P.M. run, which time shall include the pre-trip maintenance time.
- b. All SCAMP and AI runs during the summer will be paid at a minimum of two and one-half (2-1/2) hours per A.M. run and two and one-half (2-1/2) hours per P.M. run, which time shall include the pre-trip maintenance time.
- c. Unattached shuttles and mid-days that begin and end at transportation, in the summer (excluding field trips) shall be paid at a minimum of one and one-half (1-1/2) hours pay for each such run, which time shall include pre-trip maintenance time.
- d. All other unattached extra work such as office work shall be paid at the minimum of one and one-half (1 ½) hours pay.

N. All other runs shall be posted for a period of five (5) school days from the day the run is vacated or created. For the purpose of this section, a new run shall be defined as a run established or vacated after the start of the school year. Beginning on January 25, 2007, a driver on a leave of absence, medical leave, or Workers Compensation leave, may request a Supervisor of Transportation sign his/her name to any available route posting. In order to be awarded the route, the driver must be on work status and be available to drive the route on the day that the route posting comes down. During the posting period, the job may be filled on a temporary basis. When the posting comes down the run shall be assigned by the Supervisor of Transportation based on seniority. Any name not withdrawn prior to the posting expiration must accept the position when awarded. Absenteeism and the capability of handling the special needs of children, along with seniority shall be considered for Bus Driver assignments on special education runs. When in the opinion of the Supervisor of Transportation, absenteeism and capabilities are equal; Bus Drivers with the most seniority will be assigned the run. The Supervisor of Transportation shall announce the decision within one week after the posting period ends.

- P. 1. The parties agree there are three types of shuttle runs:
- a) shuttle runs which are attached to a normal A.M. or P.M. run (at the beginning or the end) within the run time;
 - b) shuttle runs which originate and end at the bus garage and
 - c) shuttle runs which are attached to either the beginning or end of any other run.

Except as set forth in this section, the District maintains the right to attach shuttle runs to various other runs.

ARTICLE XX - TRANSPORTATION PROVISIONS – (Continued)

2. Shuttle runs which originate and end at the bus garage will be posted internally and assigned a driver by seniority in accordance with section (L) of this Article (when a run is known to be vacant before the second Monday prior to the start of school) or according to section (O) (when the shuttle run is a new run or becomes vacant after the start of the school year). Because the existence of shuttle runs change rapidly, the driver of a discontinued shuttle run will receive first consideration when new or vacant shuttle runs are posted.
 3. In the event a driver normally assigned a shuttle run attached to the beginning or end of a normal A.M. or P.M. run is absent from work (or there is prior notice that the driver will be absent) for a period of four (4) days or less, the shuttle run will be assigned to the substitute that is assigned the normal A.M. or P.M. run of that driver for that day. In the event the District has at least twenty-four (24) hour advance notice that the driver will be absent for five (5) or more days, the shuttle run will be assigned (from the first day of the absence) to the most senior driver whose schedule can accommodate the shuttle run.
 4. In the event it is necessary to reroute an entire building, the drivers assigned to that building will meet and by district seniority choose a run.
- Q. If a one-school run/route becomes available, it shall be assigned to the highest senior driver whose schedule can accommodate the run/route. If it cannot be added to a current route combination the single run will be posted.
- R. In the event a kindergarten run is eliminated, causing a driver to lose his/her run, the driver having the least amount of seniority among those with kindergarten runs will lose his/her run. When the next kindergarten run becomes open, the driver previously losing his/her run will be given the open run.
- S. When it is known in advance that a driver will miss thirty (30) or more working days because of a prolonged absence, his/her kindergarten run and shuttle, if it begins and ends at the bus garage, will be posted and temporarily assigned to a seniority driver in accordance with Section O. This assignment will be on a temporary basis only and when the driver returns he/she will receive back the previously assigned runs., unless it results in an overtime situation.
- T. A transfer shall be defined as a lateral move (i.e., a change from one run to another which has the same number of hours). Bus Drivers shall be limited to one (1) voluntary transfer per year, unless the change involves a special education or kindergarten run.
- U. Any case of assault upon a driver shall be promptly reported by the driver to the Supervisor of Transportation. The Board will provide legal counsel to advise the driver of his/her rights and obligations with respect to non-aggravated assault and shall promptly render all

ARTICLE XX - TRANSPORTATION PROVISIONS – (Continued)

reasonable assistance to the Driver in connection with handling of the incident by law enforcement and judicial authorities.

- V. If a Bus Driver is complained against as a result of his/her employment, the Board shall provide legal advice, provided the Board is not a plaintiff.
- W. The Board will reimburse drivers for any damage to wearing apparel, eyeglasses, or watches when fulfilling the responsibilities of a Bus Driver. The damage must be promptly reported in writing to the Supervisor of Transportation on the day it occurs. The damage must not be attributable to Bus Driver negligence. The maximum payable is Fifty (\$50.00) Dollars. The decision of the Supervisor of Transportation will be final and not subject to the grievance procedure.
- X. The Board may hire employees on a temporary basis as substitutes. Substitutes shall not accrue any benefits under this contract and shall not have any seniority status.
- Y.
 1. In order to continue employment as a Bus Driver, each Driver must be eligible for and continue to qualify under all requirements and regulations imposed by the state or federal government for a CDL certification and must be insurable under the District's fleet insurance coverage according to all terms and conditions of the District's current insurance carrier. The District shall provide fleet insurance coverage which shall be in conformance with all state and federal regulations.
 2. A Bus Driver who is ineligible for the District's fleet insurance coverage shall be immediately terminated from employment. If a Bus Driver who has more than two years seniority becomes ineligible for the District's fleet insurance coverage, he or she may file a written request to the Director of Operations within three (3) work days of receipt of notice of such ineligibility and the District shall grant the Bus Driver a leave of absence without pay, seniority and fringe benefits for up to six (6) months. A substitute driver shall drive the regularly scheduled run(s) during said leave of absence. Upon expiration of the six month period, if the Bus Driver is eligible to drive under the terms and conditions of the District's fleet insurance coverage, the Bus Driver shall return to his/her run and be placed in the same position on the salary schedule held prior to the start of the leave. If the Bus Driver remains ineligible for the District's fleet insurance coverage after the expiration of the six month period, the Bus Driver shall be terminated. A Bus Driver is only eligible for one leave of absence under this section.
- Z. In the event the District dissolves any bus routes (excluding kindergarten and shuttle runs), the driver assigned to that route shall have the right to bump to the lowest seniority driver's route. Until the lowest seniority driver secures another route, he/she shall be considered a top substitute to be given preference on all substitute work. For special education, this section only applies to situations where no other vacant special education route is available.

ARTICLE XX - TRANSPORTATION PROVISIONS – (Continued)

It is further understood that no driver shall remain as top substitute for more than twelve (12) months from the date of the dissolution of a route. Upon the expiration of the twelve (12) month period, the driver shall be placed in the next available run (after seniority bidding has occurred) which most closely matches the time of the dissolved route.

- AA. If the district considers making a substantive change to a driver's route/run, the supervisor will meet with the driver(s) affected by the change, explain the reason(s) for the proposed change and allow the driver(s) to suggest alternatives to the proposal. The Association will be notified of substantive changes and a representative may be present in these discussions. Any change which results in a loss of a building listed on the original posting or a loss of time of at least thirty (30) minutes in any work day will be considered to be substantive. The final decision will be the sole discretion of the Board.
- BB. On a day when a driver takes on additional students or an additional run, during their scheduled route time, he/she will not be paid additional compensation unless the additional work results in time worked beyond their scheduled route time.
- CC. If any part of a driver's run occurs within thirty (30) minutes before or after another portion of his/her run, the driver will be considered continuously on the clock. It is the driver's option to take all of their continuous time or none of it. Drivers will receive it unless they notify the transportation secretary that they are not taking it.
- DD. Trainers - New drivers will be trained by bargaining unit members who hold the position of "Trainer":
- a) The position will be posted and unit members may apply for the position.
 - b) The position will be awarded to unit members based on qualifications.
 - c) Trainers will retain their entire run and will be paid their regular run time as a minimum each day that they work as a trainer.
 - d) Trainers will be paid an additional \$0.25 per hour for all hours involved with the training program.
 - e) Trainers will be paid for July 4th holiday if it is included or is contiguous to a scheduled summer training session.
- EE. School Safety Programs
Drivers who currently are safety program presenters will continue to hold these positions. If these positions are vacant and if the district determines to fill the positions, they will be posted and filled based on qualifications.
- A \$50.00 stipend will be paid to each driver/presenter for each approved presentation that they present. All drivers who participate in the School Safety Programs in addition to the presenters will be paid their regular hourly wage for all time required.
- FF. Once a driver reaches forty (40) or more hours, it must be immediately reported to a Supervisor.

ARTICLE XXI

FIELD TRIPS - TRANSPORTATION

- A. 1. Regular drivers will be assigned field and athletic trips including those occurring during regularly scheduled runs. Assignments, whenever possible, will be made according to the rotating field trip list. Emergency field trips, defined as those trips where the Transportation Department has less than forty-eight (48) hours notification.

Field trips once posted as one (1) trip shall not be changed to two (2) trips at a later date. Drivers who refuse a non-emergency field trip or athletic trip shall be charged one (1) strike. The driver shall be dropped from that semester's rotating field trip list after three (3) strikes in one (1) semester. This shall not include drivers on sick leave or approved vacations. During the summer months, drivers who have signed up to drive and refuse three (3) times shall be removed from the summer driving list for that summer. Drivers who give up their field trip, must notify Transportation prior to six (6) a.m. for morning trips and noon for p.m. trips. Failure to do so a second time will result in two (2) strikes being charged to the driver instead of one (1).

2. A driver's refusal of a non-emergency field trip will not be counted for purposes of this Section A where taking the field trip will cause the driver to lose one or more scheduled runs on that day and the total field trip time is less than the total time of the run(s) by at least fifteen (15) minutes.
3. Driver trainers who are scheduled to train other drivers during the time a field trip is scheduled can refuse to take the field trip and such refusal will not be counted for purposes of this Section A.
4. A driver's refusal of a non-emergency field trip will not be counted for purposes of this Section A when the times of the run are not posted on the roster list.
5. A driver's refusal of trips posted on the roster list shall constitute a refusal for purposes of this Section A except as set forth herein.
- B. 1. The rate of pay for athletic and field trips occurring on a Saturday will be at time and one-half (1-1/2) the driver's regular rate of hourly pay.
2. The rate of pay for Sunday and holiday trips will be double the driver's hourly rate. Driver's time for Saturday, Sunday, and holiday begins when the driver opens the lot gate and ends when the driver locks the gate following the return from the field trip. If a driver has a morning field trip on a school day and has to give up his/her morning run, thirty (30) minutes will be added to the starting time of the field trip. This covers pre-trip inspection and travel time to school (i.e., a 7:30 a.m. trip would begin at 7:00 a.m.). The minimum rate of pay for any field or athletic trip will be two (2) hours.

ARTICLE XXI - FIELD TRIPS – TRANSPORTATION (Continued)

3. If the driver arrives at school to pick up students and is then notified that the field trip has been canceled, the driver will receive the minimum rate of two (2) hours pay or route time (whichever is greater) at the driver's regular rate of pay.
- C. Meal allowances will be paid for field and athletic trips according to the following:
1. If the trip is three (3) hours to less than eight (8) hours, the meal allowance will be \$6.00;
 2. If the trip is eight (8) hours or more, the meal allowance will be \$11.00;
 3. Receipts for meals purchased must be submitted to the Supervisor of Transportation in order for the driver to receive the meal allowance.
- D. If a field or athletic trip occurs on a day for which a driver is receiving regular pay, but the entire school District is not in session, he/she will be paid for the trip in addition to his/her regular pay.
- E. If a trip occurs within thirty (30) minutes before or after an A.M. or P.M. run, a driver will be considered continuously on the clock at their regular rate.
- F. During the school year, two lists will be posted for drivers to sign up for field trips; one list will be for field trips occurring on week days and one list will be for field trips occurring on Saturdays, Sundays, and holidays. In the summer, these lists will be merged. All summer field trips will be posted and include the driver assigned to drive. Drivers desiring to be placed on the lists must sign the lists within five (5) school days from the first student day of each school year. Those drivers who sign up will be initially ranked by seniority with the most senior driver placed at the top of the list. Field trips will then be rotated among the drivers on the lists with the Supervisor of Transportation contacting the driver at the top of the list providing the driver is readily available. In the event the driver in line for the trip is unable to take the trip or declines, that driver shall be credited with the trip for the purposes of rotation. The trip will then be offered to the next driver on the list. If time and circumstances prevent proceeding further down the list, the Supervisor of Transportation will assign the trip to a driver on the list, to a regular driver or to a substitute. Should the driver be improperly bypassed, he/she shall be eligible to take the next available non-emergency field trip. It is further provided that a driver's scheduled time will be computed for his/her regular runs. If the scheduled time is less than forty (40) hours per week, that driver remains eligible for field trips until such time that he/she reaches or exceeds forty (40) hours per week. After reaching or exceeding forty (40) hours per week, he/she will not be eligible for further field trips until all drivers reach or exceed forty (40) hours per week. In the event a driver turns down a trip and the rotation reaches that driver again, for a second trip during the same period on the same day, the second trip will not count as a trip or be counted against the driver on the field trip roster.

ARTICLE XXI - FIELD TRIPS – TRANSPORTATION (Continued)

- G. 1. Should a driver desire to be added to the field trip lists after the start of the school year, he/she may do so by filling out a written request and filing it with the Supervisor of Transportation.
2. Any drivers who sign up for field trips at the close of the first semester will be placed at the bottom of the field trip list.
3. Whenever possible, a list of field trips will be posted by 12:00 noon Wednesday of the week prior to the trips. This posting will be taken down on Thursday at 4:00 p.m. and updated, listing trips and assigned drivers. It will be re-posted by 2:00 p.m. Friday.
- H. When District owned vehicles are used for field or athletic trips, only certified school bus drivers employed by the District are to drive the vehicles.
- I. **In-District Athletic Shuttles**
All in-district athletics that begin during the regular work day or regular work week shall be divided into two trips. The trip taking the team to its destination shall be excluded from the two-hour minimum field trip language. The assignment of this part of the in-district athletic shuttles shall be at the discretion of management. All return trips will be posted on the regular driver field trip roster. All return trips will be timed at a minimum of two hours.
- J. **Relief Drivers**
Regular drivers will be assigned all field/athletic trips dispatched by the Transportation Department which do not extend beyond twenty-five (25) minutes prior to high school dismissal time. The Relief Drivers will be assigned to shuttle all field/athletic trips that begin less than twenty-five (25) minutes prior to high school time on school days. Regular drivers who are awarded the field/athletic trip will begin receiving field trip pay immediately following their regular route time. However, field/athletic trips that are thirty (30) miles or more each way from the bus garage*, unless the trip is to an activity held at one of the league's school buildings or home sport facility, will be driven in their entirety by the Relief Driver. When not driving scheduled field/athletic trips, these drivers will be used to fill in for absent drivers, assist in the office, etc. The District will require that if a current bargaining unit driver were successful in securing one of these positions, that he/she will not be eligible for a transfer out of that position for the remainder of the current school year for which they were hired.
There will be total flexibility on the number of hours and days worked by Relief Drivers, subject to the conditions set forth herein. Relief Driver positions will be guaranteed six (6) work hours per day. The terms and conditions of employment for Relief Drivers will be subject to all terms of the WLTA Master Agreement unless specifically noted herein.
* (calculated by drawing a circle on a map from the center of the bus garage)
- K. Field trips scheduled during school breaks and emergency trips will follow the language found in Appendix B and C.

ARTICLE XXII

DURATION OF AGREEMENT

- A. This Agreement, effective July 1, 2006, shall continue in effect until 11:59 p.m. June 30, 2008.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
- C. While the terms and conditions of this Agreement shall remain in full force and effect for the duration of the Agreement, nevertheless, it is recognized that matters may arise during the life of this Agreement which are of vital mutual concern to the parties. If such matters do arise, the parties may, by mutual written agreement, arrange for a special conference to discuss the matter. Arrangements for such a meeting shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such a meeting shall be confined to those in the agenda. No such meeting shall take place during working hours, unless agreed to by the District and the Association.

**WALLED LAKE TRANSPORTATION
ASSOCIATION, MEA/NEA**

By: Patricia Dluzynski
Patricia Dluzynski, President
Walled Lake Transportation Association

By: William Bell
William Bell, Uniserv Director
Walled Lake Transportation Association

WALLED LAKE BOARD OF EDUCATION

By: Amy Peterman
Amy Peterman, President
Board of Education

By: Mary Ellen Trott
Mary Ellen Trott, Secretary
Board of Education

LETTER OF UNDERSTANDING
between the
WALLED LAKE BOARD OF EDUCATION
and the
WALLED LAKE TRANSPORTATION ASSOCIATION

During negotiations between representatives of the Walled Lake ESP #1 and the Walled Lake Consolidated School District, leading toward the execution of a Collective Bargaining Agreement (Agreement) effective July 1, 1997, certain supplemental understandings were agreed to which are set forth in and confirmed by this Letter. These understandings are as follows:

1. Health Care Coverage - Bus Drivers

A. By an individual letter of agreement executed between the parties on or about November 6, 1990, the Board agreed to provide certain named Bus Drivers with MESSA PAK B (or comparable) insurance coverage fully paid by the Board. The parties to this Agreement agree that such coverage shall continue for the individuals named herein until a future agreement modifies this understanding.

B. This Agreement currently applies to the following employees:

Kathy Daniels
Susan Nazem
Bonnie Scott
Debbie Muehl

Mary Graves
Sandra Urban
Dawn Fuernstein

C. Further, the parties also agree and understand that the above-named individuals shall lose such insurance coverage if they meet any one of the following criteria:

- 1) Fail to accept an offer of full-time employment with the Board;
- 2) Terminate their present employment with the Board; or
- 3) Elects another insurance plan or program offered by the Board.

D. The parties further agree and understand that this benefit is not to be extended to other individuals in like or similar circumstances.

2. Year Round Schools

In the event the District adopts any plan for year round schools, the District agrees to contact the Association to discuss the impact, if any, of such plan on employees prior to implementation.

3. Drug and Alcohol Testing

It is understood and agreed that the Omnibus Transportation Employee Testing Act of 1991, being 49 USC App. 2717 applies to all employees who hold a commercial drivers license and/or operate a commercial vehicle in conjunction with their employment. All such individuals are subject to drug and alcohol testing pursuant to and in compliance with all federal and state statutes, related regulations, mandates and work rules. The parties recognize and understand that the provisions of the Act will apply to certain Union members after January 1, 1995.

APPENDIX A
 APPRAISAL OF EMPLOYEE PERFORMANCE
 This appraisal form is intended for use with:
 WALLED LAKE SCHOOL EDUCATIONAL SUPPORT PERSONNEL

Name of Employee <div style="display: flex; justify-content: space-around; margin-top: 10px;"> Last First </div>	Date of Evaluation:
Position in which Employee is being evaluated: Department:	Building: Date Employee came under your supervision:
Employee Status <input type="checkbox"/> Probationary <input type="checkbox"/> Non-Probationary	<u>RATING SCALE</u> G - Good S - Satisfactory N - Needs Improvement U - Unsatisfactory NB - No Basis
<ol style="list-style-type: none"> 1. Please read the entire form to first understand the scope of this performance evaluation. 2. Remember that this is an annual appraisal (bi-annual for bus drivers) of the employee's performance during the entire evaluation period. _____ to _____. 3. Be specific and provide examples when relevant to support your appraisal. 4. This appraisal form is to be completed by the employee's supervisor and submitted to the Personnel office 20 days before the end of the probationary period, and annually (bi-annually for bus drivers) thereafter. A copy is to be given to the employee, and the original will be inserted into the employee's personnel file. In advance of the performance appraisal, the job description and/or other job expectations should have been thoroughly explained by the supervisor. 5. Please utilize the "comments" section to indicate ways in which this employee excels or needs some improvement. It is the intent of this appraisal process to focus on areas of strength and offer suggestions for continued professional growth. If improvement is needed in any specific area, please identify the specific nature of the needed improvement and offer suggestions on how such improvement is to be accomplished. 	

- GOOD** Individual's performance level is beyond normal job requirements and expectations.
- SATISFACTORY** Individual's performance fulfills the normal job requirements of the position.
- NEEDS IMPROVEMENT** Individual's performance is below the job requirements but could be improved through development, experience, and/or application.
- UNSATISFACTORY** Individual's performance is clearly below the level of acceptability.
- NO BASIS** Used when evaluator is unable to form a judgment on the employee's performance on this factor either because the factor does not apply, was not observed or because of other special circumstances.

I. QUALITY/QUANTITY OF WORK

PLEASE CIRCLE

- | | |
|--|------------|
| a. Demonstrates job knowledge | G S N U NB |
| b. Completes job assignments, meets deadlines and schedules | G S N U NB |
| c. Follows directions | G S N U NB |
| d. Follows rules and regulations | G S N U NB |
| e. Performs duties accurately and neatly and according to standards | G S N U NB |
| f. Quantity of work output | G S N U NB |
| g. Works effectively and efficiently | G S N U NB |
| h. Demonstrates knowledge, skill and proper care of tools and/or equipment | G S N U NB |

Comments:

II. WORK HABITS AND ATTITUDES

a.	Is dependable	G	S	N	U	NB
b.	Is punctual	G	S	N	U	NB
c.	Maintains acceptable attendance	G	S	N	U	NB
d.	Performs work in an orderly manner	G	S	N	U	NB
e.	Follows job and safety rules and regulations, when applicable	G	S	N	U	NB
f.	Ability to work with immediate supervisor	G	S	N	U	NB
g.	Accepts responsibility of job willingly	G	S	N	U	NB
h.	Demonstrates interest in work	G	S	N	U	NB
i.	Ability to work well without supervision	G	S	N	U	NB
j.	Availability for work	G	S	N	U	NB
k.	Uses good judgement	G	S	N	U	NB
l.	Dresses appropriately for the job	G	S	N	U	NB
m.	Is neat and clean	G	S	N	U	NB
n.	Demonstrates initiative	G	S	N	U	NB
o.	Attendance					

of days absent

Comments:

III. COOPERATION WITH OTHERS

a.	Employees	G	S	N	U	NB
b.	Students	G	S	N	U	NB
c.	Parents/Public	G	S	N	U	NB
d.	Supervisor/Administration	G	S	N	U	NB
e.	Follows proper channels of communication	G	S	N	U	NB
f.	Willingness to work with and assist others when requested/needed	G	S	N	U	NB

Comments:

Signature of Supervisor	Title:
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I have reviewed this evaluation with my supervisor and have received a copy.

Employee's Signature _____ Date _____

The presence of the employee's signature shall indicate that the evaluation form has been reviewed by the employee. Signature does not necessarily imply agreement with the evaluation.

Statement by evaluatee attached. The evaluatee always has the right to prepare a written response to any formal evaluation. The response shall be attached at the time the evaluation is submitted to the Personnel Office.

cc: Employee
Supervisor

revised 1/9/95

Appendix B
Field Trips Over Breaks

Breaks are defined as those days when the entire Walled Lake School District is not in session. For the purpose of this section we are speaking to those scheduled closing days during the winter holiday break, February mid-winter break, and spring break.

One seniority list will be used for all three break times. Once a driver has gotten a break trip, their name, trip number and date will be highlighted and they will not be eligible for another break trip unless no other bargaining unit member chooses to sign for an available break trip.

All bargaining unit members may sign for a trip. If a driver is awarded a trip he/she will be charged for the trip on the Break Field Trip roster. If a driver is awarded a trip and then refuses the trip, he/she will be charged for the trip taken on the Break Field Trip roster.

The week prior to a specific break; all field trips available for that time will be posted and assigned a number.

The seniority list will be posted next to this roster. The sole purpose of this seniority list is to sign for break trips.

A driver will indicate which break trip he/she is interested in by writing the corresponding trip number next to their name.

When the break roster is taken down, the first most senior driver who has not yet been awarded a break trip will be assigned their first choice and so on down the roster until all trips are assigned.

Appendix C

Emergency Field Trip Procedure

Emergency field trips are defined as those trips where the Transportation Department has less than forty-eight (48) hours notification.

All emergency field trips will be posted as soon as they come in. Trips will be numbered and placed on the field trip board. All bargaining unit members may sign for an emergency trip. There will be no restrictions. A driver may sign for as many of these trips as they choose. These trips will not count as a drivers turn on the regular field trip roster. These field trips will truly be a BONUS.

Emergency trips will remain posted until 4 p.m. of the posted trip date [or 2 hours before departure time, if the trip departs before 5 p.m.]

A seniority list will be posted next to the regular field trip roster. The sole purpose of this seniority list is to sign for emergency trips. A driver will indicate which emergency field trip he/she is interested in by writing the corresponding trip number next to their name. Once all interested drivers have been assigned an emergency trip a new seniority list will be posted and the process will begin again. In the event no bargaining unit member chooses to sign for an emergency trip the District may assign the trip to a substitute driver and a new seniority list roster will be posted.

When the emergency roster is taken down at 4 p.m., the {first most senior} driver who has not yet been awarded a bonus trip will be assigned the trip. Once a driver has gotten an emergency trip, their name, trip number and date will be highlighted and they will not be eligible for another emergency trip until a new roster is posted (unless no one else signs for said trip, in which case that driver will be awarded the trip causing a new seniority roster to be posted and that driver's name, trip number and date to be highlighted on the new list).

If the emergency trip comes in just before the departure time (for example, a driver comes in at 9:10 and announces that he/she cannot take their 9:30 trip) then the first available, interested member by seniority will be assigned the trip. Their name, trip number and date will be highlighted on the seniority roster.

A driver can have both an emergency trip and a regular rotation trip in the same week. A driver may have an emergency trip in the morning and a regular rotation trip in the afternoon/evening on the same day or vice versa.

It is the responsibility of the emergency field trip driver to make sure that the Assistant Supervisor knows that a portion of your route may need to be covered.