



**GROSSE ILE TOWNSHIP SCHOOLS**

Agreement between  
the

**THE GROSSE ILE BOARD OF EDUCATION**

and

**THE GROSSE ILE  
EDUCATION SUPPORT PERSONNEL  
ASSOCIATION/MEA/NEA**

**July 1, 2006 - June 30, 2008**

82300  
06-30-2008  
GIESPA MEA  
T O X



## TABLE OF CONTENTS

	Page(s)
Introduction .....	3
ARTICLE 1 Recognition .....	3
ARTICLE 2 Agency Shop; Dues and Deductions.....	3-5
ARTICLE 3 Management Rights .....	5
ARTICLE 4 Association Rights .....	5-6
ARTICLE 5 Employee Rights.....	6-7
ARTICLE 6 Physical Examination.....	7
ARTICLE 7 Seniority and Employee Evaluation.....	7-8
ARTICLE 8 Working Hours.....	8-9
ARTICLE 9 Overtime Pay .....	9-10
ARTICLE 10 Absenteeism.....	10
ARTICLE 11 Substitutes .....	10-12
ARTICLE 12 Holidays .....	12
ARTICLE 13 Vacations.....	12-13
ARTICLE 14 Leaves .....	13-18
ARTICLE 15 New Positions/Vacancies/Transfers.....	19
ARTICLE 16 Severance Pay/Retirement Pay .....	20
ARTICLE 17 Insurance Benefits.....	20-23
ARTICLE 18 Grievance Procedure for Resolving Differences .....	23-25
ARTICLE 19 Agreement Provisions .....	25
ARTICLE 20 Reduction in Hours; Layoff and Recall .....	25-26
ARTICLE 21 Driver's License.....	27
ARTICLE 22 Field Trip Pay and Extra Hours .....	27-29
ARTICLE 23 Bidding Procedures and Summer Work .....	29-30
ARTICLE 24 Dispatcher and Alternate Dispatcher .....	30-31
ARTICLE 25 Miscellaneous Provisions.....	31-34
ARTICLE 26 Negotiation Procedures.....	34
ARTICLE 27 Professional Compensation.....	34
ARTICLE 28 Strikes .....	34
ARTICLE 29 Duration of Agreement .....	35
Appendix A – Office/Clerical Wage Schedule.....	36
Appendix A – Transportation Wage Schedule .....	37
Letter of Understanding – Compensation of Drivers for Vacation Pay.....	38
Index.....	39

## INTRODUCTION

The Grosse Ile Township Schools Board of Education and the Grosse Ile Education Support Personnel Association/MEA (GIESPA/MEA) agree that the primary responsibility of both parties is the welfare of students in the Grosse Ile Township Schools. This agreement is made to ensure that policies governing the working conditions of Office/Clerical and Transportation Employees help to create the positive environment essential for quality education to take place.

### ARTICLE 1. Recognition

**Section 1.** The Board hereby recognizes the Grosse Ile Education Support Personnel Association/MEA/NEA (GIESPA/MEA/NEA) as the exclusive bargaining representative for all office, clerical and transportation personnel including: Assistant Bookkeeper, Central Office Secretary, School Secretary, Dispatcher, Service Person, Special Education Drivers and Vocational Education Drivers, Regular Drivers and Monitors.

**Section 2.** The term "Office/Clerical Personnel" when used hereinafter shall refer to all secretarial and clerical employees; and, the term "Transportation Personnel" when used hereinafter shall refer to all transportation employees represented by the GIESPA. The terms "employee/s", "bargaining unit member/s" and "member/s" may also be used to reference members of the GIESPA.

Reference to female employees shall include male employees.

#### **Section 3. Definitions**

A. "Classification" denotes a group of employees; for example, there are the following classifications in the GIESPA: 1. Office/Clerical; 2. Transportation.

B. "Position/job" denotes specific positions or jobs within the various classifications.

### ARTICLE 2. Agency Shop; Dues and Deductions

**Section 1.** Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political - Ideological Expenditures" and the Administrative procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit

member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in ten (10) equal installments, from September to June, on the second pay of each month from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

**Section 2.** Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

**Section 3.** In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- (c) The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article II, Section 3, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

**Section 4.** Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures, or other lawful procedures for revocation. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

**Section 5.** Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate

remittance for tax-deferred annuities, credit union, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.

**Section 6.** Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

### **ARTICLE 3. Management Rights**

The Board retains the right in accordance with applicable laws and regulations to direct employees of the school; to hire, promote, transfer, assign and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of performance or for other legitimate reasons; to maintain the efficiency of the school operations entrusted to them; to determine the methods, means and personnel by which such operations are to be conducted; and, to take whatever action may be necessary to carry out the functions of the Board in maintaining a good education program for the community of Grosse Ile. No action by the Board, in the performance of its rights and responsibilities, shall be in conflict with any of the terms of the Agreement.

### **ARTICLE 4. Association Rights**

**Section 1.** Both parties agree to meet upon reasonable request to discuss matters of common concern and mutually pledge to cooperate in arranging meetings, furnishing information and constructively considering and attempting to resolve such matters as may be relevant to student welfare and operations of the school and transportation.

**Section 2.** Duly authorized representatives of the state and national levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operation.

**Section 3.** Employees may be represented by Association Representatives. The Association shall furnish to the employer, in writing, the names of Association Representatives upon their election or appointment.

Association Representatives, with approval from their supervisor, may be permitted, during regularly scheduled working hours, without loss of pay, to investigate and present grievances; to transmit communications, authorized by the association, to the employer; and, to consult with the employer concerning the enforcement of any provisions of this agreement. The

privilege of performing the above during regular work hours is subject to the understanding that the time will be devoted to the prompt handling of business and will not be abused.

**Section 4.** The Board agrees to furnish to the Association in response to reasonable request by the Association's president, any available financial information which is normally considered public and Board minutes and agenda.

**Section 5.** The Board agrees to make available at the request of the Association the Board's Policy Manual.

#### **ARTICLE 5. Employee Rights**

**Section 1.** Pursuant to Michigan Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee by reason of her membership in the Association.

**Section 2.** Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not interfere with the employee's responsibilities and the acceptable performance of her duties.

**Section 3.** The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee organization.

**Section 4.** No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Should any employee feel that action taken against her by the Board or by any agent representative thereof was not for just cause, she may resort to the procedure provided in the Agreement for the resolving of differences.

**Section 5.** An employee shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the employer. When a request for such representation is made, no action shall be taken with respect to the employee until the Association Representative 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 employer of the right to representation under this provision.

All disciplinary action shall be administered by the appropriate supervisor or her superiors and shall not be administered in the presence of any member other than an Association Representative.

**Section 6.** Regarding student behavior, any case of assault upon an employee during a working situation shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the employee of her rights and obligations with respect to such assault and shall render necessary assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

#### **ARTICLE 6. Physical Examination**

All physical examinations when required shall be provided without cost to the employees, providing the examinations are given by the Township Health Officer or by a Board designated physician. Should an employee wish to select his/her own physician, she must do so at her own expense. If the law deems it necessary for employees to be tested for tuberculosis or to receive hepatitis B vaccinations, the Board will provide these items.

#### **ARTICLE 7. Seniority and Employee Evaluation**

##### **SENIORITY**

**Section 1. A.** New employees will be placed on a sixty (60) calendar day probationary period. During the 60 day period, the new employee will be trained to meet the job requirements and will be evaluated as to her progress on the job. Employees shall be paid for time spent in training. If the employee proves to be successful after sixty (60) days, she will be entered on the seniority list. Her seniority date shall be her first day worked as a probationary employee.

**Section 1. B.** The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment as set forth in Article 1 of this agreement.

The employer shall have the right to discharge and discipline probationary employees. The Association will not represent probationary employees for matters of discharge or discipline during the probationary period.

##### **EVALUATION**

**Section 2.** An annual written evaluation of the employee's work performance will be provided by her immediate supervisor prior to May 15. The objective of the evaluation is to promote individual growth and development. The evaluation process shall provide an opportunity for the





- E. If any secretary chooses not to work on Fridays during summer hours, the District may employ a substitute. In such case, the District will first call secretarial bargaining unit members who have a letter on file with the Personnel Office requesting substitute work. Bargaining unit members who substitute shall be paid at their regular rate of pay. All non-bargaining substitute work will be paid at the substitute rate determined by the Board.

Employees' workday shall be designed to provide the framework for the delivery of a quality educational program. The above daily schedules shall be used as a fundamental guide, but individual schedules may be changed by the Administration as demands of the system change or circumstances change. If the change is of a permanent nature, the Association shall be notified.

**Section 2. Transportation**

**A. Hours**

2 hours	2 1/4 hours	3 1/2 hours
4 hours	5 3/4 hours	8 hours

The three (3) Spec. Ed./Voc. Ed. positions shall be guaranteed eight (8) hours work. Spec. Ed./Voc. Ed. runs may be adjusted to equalize them. Other drivers will be guaranteed the standard number of hours, as listed above and assigned. All adjustments in all drivers' hours shall be in accordance with Article 20, Reduction in Hours, Section 2, B.

In the event of a reduction in hours, any employee currently receiving benefits shall continue to receive those benefits through August 31st of that year, except in case of lay-off.

- B. After 6 hours of work, employees will be entitled to a 15 minute paid duty-free break.
- C. After 7 hours of work, employees will be entitled to a 30 minute paid lunch period.
- D. On Mondays, drivers will be compensated for time spent in trip distribution--a maximum of 15 minutes. Such calculation shall not extend any employee's work day so as to create an overtime situation.
- E. A driver's regular daily assignment shall not exceed eight (8) hours, except in an emergency. Regular runs shall not be split between drivers.  
Example: A driver with a regular run of six (6) hours per day would not be assigned an additional two-day-a-week regular run of two and one-half (2 1/2) hours.
- F. On teacher staff development days, drivers will be paid their regular hours. Duties and hours will be at the discretion of the supervisor.

<b>ARTICLE 9. Overtime Pay</b>
--------------------------------

**Section 1.** The normal 40-hour workweek shall be considered the seven-day period beginning on Monday (12:01 A.M.). Hours worked beyond forty in a given pay period shall be paid at one

and one-half times the employee's regular hourly rate. When a holiday or act of God day falls during the workweek, said hours will be considered time worked for purposes of determining overtime pay.

**Section 2.** Employees who work in more than one (1) position and accumulate more than forty (40) hours in the normal work week shall be paid overtime rates based on the position to which the overtime is charged.

**Section 3. Office/Clerical Overtime**

All Office/Clerical overtime must be authorized by the immediate supervisor who shall maintain a record of overtime worked. The immediate supervisor shall allocate available overtime work on a rotating basis among those employees she supervises, using job qualifications and seniority as the major criteria.

**Section 4. Transportation Overtime**

All overtime must be authorized by the immediate supervisor who shall maintain a record of overtime worked.

<b>ARTICLE 10. Absenteeism</b>
--------------------------------

**Section 1.** All employees shall be responsible for notifying their immediate supervisor if they are unable to work. The notification shall occur at least one hour before the shift is scheduled to begin.

**Section 2.** Employees who report late for their regular shift will be docked no less than one quarter (1/4) hour for each quarter hour and/or portion of any quarter hour the employee is late.

<b>ARTICLE 11. Substitutes</b>
--------------------------------

**OFFICE/CLERICAL SUBSTITUTES**

**Section 1.** When an Office/Clerical bargaining unit member substitutes in a bargaining unit position with a higher hourly rate, the bargaining unit member will be paid at the higher rate

**Section 2.** When a bargaining unit member is granted a leave under Article 14, "Leaves", and that leave lasts or is expected to last ninety (90) calendar days or more, the job shall be posted under the provisions of Article 15, "New Positions/Vacancies/Transfers", except that the following shall apply:

- A. Only positions with pay higher than that of a school secretary 46 or 44 shall be posted;

- B.** The successful bidder shall hold the position temporarily, until the bargaining unit member on leave returns to work or resigns;
- C.** The position temporarily vacated by the successful bidder may be filled by a non-bargaining unit employee;
- D.** If the bargaining unit member on leave terminates employment with the district, the temporary position shall be declared vacant and posted as a permanent position under the provisions of Article 15, New Positions/Vacancies/Transfers.

**Section 3.** Non-bargaining unit employees who have substituted in the same position continuously for 60 calendar days shall be considered to have completed their probationary period, shall be placed on the seniority list, and shall receive benefits, including sick leave and holiday pay, as provided elsewhere in this Agreement. Their first day of work as a probationary employee shall be their seniority date.

**Section 4.** Bargaining unit members wishing to substitute during the summer and holiday breaks shall annually submit a letter, so stating, to the personnel office. Bargaining unit members will be called to substitute by seniority, in rotation. Bargaining unit members who substitute shall be paid at their regular rate of pay.

### **TRANSPORTATION SUBSTITUTES AND MOVE-UPS**

**Section 5.** A substitute is a casual employee of the district who is hired to staff the absence of an employee. Substitutes are not members of the bargaining unit. Substitutes cannot reduce the regular schedule of any employee.

**Section 6.** If a substitute works sixty (60) calendar days in an assignment with enough hours to qualify for benefits, she will be paid benefits, including sick leave and holiday pay. In the event the substitute is absent due to sickness, that absence shall not be considered a break in consecutive days worked.

**Section 7.** In the event of a driver's absence, the next available most senior driver will move up to cover that assignment.

**Section 8.** If the regular time of a run is adjusted because of a temporary adjustment in the school day, the person doing that run shall continue to do that run.

**Section 9.** When a driver moves up to a run with a higher hourly rate, the driver shall be paid at the higher rate.

**Section 10.** If an employee works sixty (60) calendar days in an assignment with enough hours to qualify for benefits, she shall be paid benefits. In the event the employee is absent and using sick leave, such absence shall not be considered a break in consecutive days worked.

**Section 11.** Monitors shall be called to sub for drivers before substitutes (casual employees) are called.

**ARTICLE 12. Holidays**

**Section 1.** The following days shall be recognized and observed as paid holidays for all employees.

Labor Day	Thanksgiving Day	Day after Thanksgiving	
December 24	Christmas Day	New Year's Eve Day	New Year's Day
Good Friday	Easter Monday	Memorial Day	

All forty-four (44), or more, week employees will also receive Independence Day, provided they work the day previous to and the day following the holiday, as provided in Section 3, below.

**Section 2.** In addition to the holidays as listed in Section 1, above, when school is called off due to inclement weather and the employees are told not to report, holiday pay rates will be awarded. Those employees who do report, or are asked to report, will receive additional pay for hours worked.

**Section 3.** All employees scheduled to work during the pay period in which a holiday falls will be paid for the above holidays when they occur during the normal work week, provided they work on the day previous to and the day following the holiday, unless they are on sick leave or other approved leave. When one of the holidays falls during an employee's paid vacation period, or on a weekend, the employee shall be granted an extra day off with pay in lieu of pay for the holiday.

**ARTICLE 13. Vacations**

**Section 1.** All employees who work forty-four (44) weeks or more each year will receive one week's vacation after one year of service; two weeks after two years' service; three weeks after five years' service; and four weeks after 15 years' service.

An employee hired after July 1 of the previous year shall only receive prorated vacation days up to July 1. Vacation days shall be taken only in the years following the year in which they were earned.

**Section 2. A.** Employees hired prior to 7-1-00 who work less than twelve (12) months will use their earned vacation days during Christmas break, midwinter break and spring break based on the school calendar. Employees having any earned vacation days still remaining may use them during the school year with advance notice as required below.

Beginning July 1, 2000, all newly hired school building secretaries, excluding the high school principal's secretary, who have earned vacation days will have the option to use them during the Christmas break, mid-winter break, and spring break based on the school



calendar. In addition, three (3) vacation days may be used at the discretion of the secretary throughout the year while school is in session. Secretaries having any earned vacation days still remaining will be compensated for them at the end of their work year.

**Section 2. B.** Employees who work twelve (12) months may use up to two consecutive days of earned vacation with twenty-four hours advance notice and approval of the supervisor.

Employees who work twelve (12) months may use three or more consecutive days of vacation with three days advance notice and approval of the supervisor.

The supervisor shall grant the request providing it does not disrupt the operation of the school district.

**Section 3.** Vacation time will be accumulated, up to seven (7) days, as long as an employee remains an active employee. An active employee is one who is on the job working or on active sick leave whereby she is using her sick leave, or in the case where there is no accumulated sick leave, the employee will be granted sixty (60) days as an active employee so as not to penalize an employee by taking away vacation time for being sick.

**Section 4.** Vacation time will be paid at the rate of an eight (8) hour day, i.e., employees working a four-hour day taking one week's vacation will receive pay for two and one-half (2.5) days or, twenty (20) hours.

**Section 5.** Employees who are asked to report for work during scheduled instructional breaks shall not be required to utilize a vacation day for such days worked.

## **ARTICLE 14. Leaves**

### **Section 1. Medical Leave (Sick Days)**

**A.** All employees hired on a full-time basis shall be granted an annual medical leave allowance of one (1) sick day per month. Employees hired on a part-time basis shall receive proportional medical leave allowance. Unused portions of the leave will be allowed to accumulate to a maximum of 187 days.

**B.** Medical leave is to be used for illness or disabling injuries resulting from accidents. In the event an employee is disabled, a doctor's statement, in writing, stating the specific disability must be provided by the employee.

**C.** After five or more consecutive days of illness or a pattern of continuous absence due to illness, a medical statement may be required before the employee may return to work and before the employee can qualify for the disability income protection provision of this Agreement.

**D.** An annual audit of employee absences will be conducted. The Administration in concert with the Association will provide guidance and counseling where patterns of absence may indicate an underlying health problem. Should it be determined that such leave has been misused

and the Board feels stronger corrective action is necessary, the employee shall be notified in writing and a copy of the letter sent to the Association.

**E.** Any employee whose personal illness or injury extends beyond the period compensated under the FMLA shall be granted a Medical Leave of Absence without wages and benefits for such time as is necessary for complete recovery. The Board reserves the right to require satisfactory medical evidence of recovery prior to returning. Upon return from leave, an employee shall be assigned to the same position, if available, or a substantially equivalent position, when available, providing the employee is qualified.

**F.** Any employee absent from work because of traditional childhood diseases shall suffer no loss of pay and shall not be charged with loss of accumulated sick leave days if incidence of the diseases have occurred in the school environment.

## **Section 2. Personal Leave**

Two days of the annual Medical leave allowance may be used for personal business upon the approval of the supervisor. Such leave must be arranged with the supervisor at least two days prior to its use, except in an emergency situation. During the course of a year, extenuating circumstances may require additional personal leave days. Additional days may be granted by the Employer and deducted from the employee's Medical leave. Personal leave is defined as that which is legally obligatory and cannot be accomplished at any other time, or that which requires the employee's presence as a serious personal obligation.

## **Section 3. Sickness and Death in the Family**

In addition to personal illness and personal leave, Medical leave allowances may properly be used for absences caused by the following:

1. Death or serious illness in the immediate family.
2. Death or serious illness of any person living in the household.

Each member shall be allowed up to three (3) non-chargeable paid days for deaths in the immediate family. Immediate family shall be defined as follows:

Mother, Father, Brother, Sister, Husband, Wife, Child, Step-Child, or any relative who is a permanent resident in the employee's home.

Extent of leave for this purpose shall not exceed the time necessary to arrange proper care for those affected.

## **Section 4. Association Days**

Officials of the Association may be granted up to ten (10) days with pay upon written notice to the superintendent by the Association president. These days may be used to conduct business during work hours that cannot be done at some other time in the day for the following:

1. Pursue official responsibilities in regard to the Association.
2. Meet with administration officials from time to time regarding the maintenance of a quality education program for this community.
3. To allow Association officials to join with the Board in presenting a unified position to legislative committees or representatives in regard to the educational needs of the community.

In the event additional days are needed, additional days may be purchased by the Association at the current total daily substitute cost. Approval for additional days will be subject to the availability of substitutes, and with due consideration to maintaining a quality educational program.

#### **Section 5. Pregnancy Disability**

**A.** Employees on Pregnancy Disability Leave are covered under Article 14, Sections 1 and 2 and qualify for medical leave pay like any other disability or illness. The use of medical leave for reasons of pregnancy shall be governed by the attending physician who shall indicate when the employee is unable to perform assigned duties for personal medical reasons.

**B.** Upon termination of pregnancy disability, employees may request FMLA leave or Maternity Leave as provided in Article 14, Sections 1 and 2 above; or, employees may elect to use maternity leave without pay. Maternity Leave shall be granted for a period not to exceed one full calendar year beyond the date of which such leave becomes effective. The Board may grant a year's extension upon written request by the employee. Should the leave exceed three months, the employee shall be assigned to the same position if available, or a substantially equivalent position, when available, based on the employee's seniority and qualifications.

#### **Section 6. Leaves of Absence for Adoption**

In addition to any FMLA leave, the Board of Education may grant a leave of absence for adoption, without pay, to any employee upon written request for such leave. Request for adoption leave must be submitted in writing at least two weeks in advance of the commencement of the leave.

Such leave of absence shall be for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective provided, however, that the Board may grant a year's extension upon written request by the employee.

Leave, if approved, may commence on the awarding of the custody of the child by order of the Probate Court.

Employees on adoption leave may request reinstatement at any time within one (1) year following the adoption of a child. Should the leave exceed three months the employee shall be

assigned to the same position, if available, or a substantially equivalent position when available, based on seniority and qualifications.

**Section 7. Family Medical Leave Act (FMLA)**

Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the Family and Medical Leave Act (FMLA) for a total period of up to twelve weeks.

**Section 8. Eligibility**

Eligible employees are those employees who have worked for the employer for at least one year and who have served for at least 1,250 hours during the previous twelve (12) month period.

**Section 9. Reasons Applicable Under FMLA**

- A. The birth of a child or the placement of a child for adoption or foster care
- B. The serious health condition of an employee's spouse, child step-child, parent or step-parent.
- C. The serious health condition of the employee.
- D. The care of a child under the age of 18.

**Section 10. Benefits of FMLA**

- A. An eligible employee's entitlement is limited to a total of 12 work weeks of leave during any rolling 12 month period.
- B. During the period of the FMLA leave, the employee's health insurance benefits, if she was entitled to same, shall be continued under the same conditions and at the same level as if the employee were still at work.
- C. Employees returning from a FMLA leave will be returned to the same or an equivalent position based on seniority and qualifications.
- D. The Board may require an employee to utilize available paid medical leave and vacation leave concurrently with leave provided under the FMLA.
- E. FMLA leaves can be taken on an intermittent schedule when medically necessary for planned and/or unanticipated medical treatment of a related serious health condition.



- F. In the event an employee and his/her spouse are employed by the district, whether within or outside the bargaining unit, an aggregate of twelve weeks will be provided, unless the leave time is attributable to a serious health condition that makes the employee unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve weeks for all leaves covered by the FMLA.
- G. For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or a stepchild, legal ward, or child for whom an employee is standing in loco parentis who is under eighteen (18) years old (or 18 years or older and incapable of self-care because of a mental or physical disability). Parent is defined as the biological parent of the employee or an individual who stood in loco parentis when the employee was a son or daughter.

#### **Section 11. Leaves of Absence Without Pay**

- A. Leave of absence without pay for reasons not covered in this article may upon proper application, be granted up to a period of one year to employees who have two or more years of service. It shall be the responsibility of the Association to advise members as to the provisions of this article. The Board shall notify the Association when an employee applies for such leave. Employees returning from unpaid leave shall be assigned to the same position if available, or a substantially equivalent position, based on seniority and qualifications.
- B. Employees on leave must submit written request at least fifteen (15) days prior to returning.
- C. Any employee who does not return to work after one year's leave will be considered terminated unless the Board extends the leave.

#### **Section 12. Insurance Coverage during Unpaid Leaves**

Employees who are granted leaves of absence without pay may elect to continue insurance coverage at the group rate, providing arrangements are made with the Business Office and payment of premium is made to the Board.

#### **Section 13. Jury Duty**

- A. Any employee called upon to serve on jury duty will be paid her regular pay. Additional remuneration from other sources for jury duty is construed as covering expenses incurred and shall be retained by the employee. Jury duty shall not be deductible from the employee's sick leave.
- B. Any employee who is called or subpoenaed to testify during work hours in any Grosse Ile school-related judicial or administrative matter shall be paid his/her full compensation for such time.

#### **Section 14. Military Leaves of Absence**

**A.** Military leave of absence shall be granted without pay to any employee who shall be inducted, enlist or be called to active military duty in any branch of the Armed Forces of the United States.

**B.** Employees given such leave shall be entitled to reinstatement upon the completion of such service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States and be granted step adjustments on the wage schedule.

**C.** An employee may use his/her personal business days for military obligation. Should the employee choose to use his/her designated personal business days, the Board will pay the difference between the employee's wages and his/her military pay.

#### **Section 15. List of Employees on Leave**

Upon request, the Administration shall furnish to the Association president a list of all employees on leave and the effective date the leave was granted.

#### **Section 16. Short Term Leave Of Absence Without Pay**

For any leave of one to two weeks, the immediate supervisor shall decide based on presently established administrative criteria listed below.

For any leave of two weeks to one month, the Superintendent shall decide based on presently established administrative criteria listed below.

For any leave exceeding one month, the Board of Education, at its sole discretion, and upon recommendation of the Superintendent, shall decide, based on presently established administrative criteria listed below.

The following criteria shall be used in determining approval:

1. The operation of the Grosse Ile Schools will not be disrupted.
2. Granting the leave will not cost the District additional monies, i.e., unemployment compensation, fringe benefits, etc.
3. Adequate substitute availability must be ascertained.

An employee who requests a leave of one full week (5 work days) or more, shall be notified not less than two weeks prior to the leave whether it has been approved or disapproved.

**ARTICLE 15.      New Positions/Vacancies/Transfers**

**OFFICE/CLERICAL: New Positions/ Vacancies/ Transfers**

**Section 1.** A vacancy shall be defined, for purposes of this Agreement, as a position previously held by an employee, or a newly created position within the bargaining unit.

**Section 2.** Whenever the initial vacancy occurs, the Personnel Office shall notify the GIESPA and post the position in all work areas within three (3) days. No vacancy shall be filled permanently until it has been posted for ten (10) work days. Notice of the vacancy shall be sent to employees on layoff or vacation. The vacancy shall be filled within twenty (20) work days unless there are extenuating circumstances, in which case the president of the GIESPA shall be notified.

**Section 3.** The Board declares its support of a policy to fill vacancies from within the bargaining unit. Therefore, applicants from the bargaining unit will receive first consideration over applicants qualified from outside the bargaining unit. Vacancies filled from within the bargaining unit shall be based on seniority and qualifications (as per job description mutually agreed upon by the GIESPA and the Board).

**Section 4.** A person who accepts a bargaining unit transfer (promotion) may return to their former position prior to the expiration of the posting period for their original position.

**TRANSPORTATION:      New Positions/ Vacancies/ Transfers**

**Section 5.** New and initial vacant positions are to be posted. Positions shall be posted one week.

**Section 6.** When a vacancy is posted, all drivers shall have the opportunity to apply for said position within one (1) week.

**Section 7.** Should a vacancy occur in a regular position, a qualified and more senior employee bidding on the position shall be assigned that position.

**Section 8.** Any regular afternoon/evening runs (i.e. after-school activity runs) shall be posted as they develop, and offered to drivers with less than eight (8) hours.

**Section 9.** The employer may temporarily classify new positions in the bargaining unit. Within thirty (30) days of such action the employer shall notify the Association of the classification and pay grade assigned the position. If the union disagrees with the employer's classification of the position such matter may be made the subject of a special conference of the Employer's and Association's representatives. Should the parties be unable to agree, the matter may be referred to Section 1, Step 3, of the grievance procedure for final resolution.

**ARTICLE 16. Severance Pay/Retirement Pay**

**Section 1.** After completing five (5) years of service and failing to qualify for retirement, employees leaving the employment of Grosse Ile Schools will receive full pay for 75 percent of their accumulated sick leave.

**Section 2.** Those employees vested under the provisions of the Michigan Public School Employees Retirement Act and leaving Grosse Ile Township Schools shall receive \$125 per year for each year of service for the Grosse Ile Township Schools.

**Section 3.** In the event a full-time employee with ten (10) years or more service to the Grosse Ile Township Schools fails to qualify for vesting under the Michigan School Employees Retirement Act, she shall qualify for the benefits under Section 1, not to exceed the benefit she would have received under Section 2 if she had been vested.

**ARTICLE 17. Insurance Benefits**

**Section 1. Health, Accident And Long-Term Disability Insurance**

The Board shall provide Comprehensive Health, Accident and Long Term Disability Insurance as described in Section 1, A and B, below; and, at the rates stated in Section 2, A, B and C, below:

**A. Long-Term Disability Benefits**

Weekly Disability Benefits will commence with the 31st day of disability and benefits will be payable to age 65 at 65 percent of the employee's wage according to the insurance policy in effect. If the employee has days of accumulated Medical Leave beyond the 31st day of disability, she shall be guaranteed full take-home pay for those days. She shall receive from the Board the difference between the allowance under the insurance and her regular wages (after taxes) to the extent and until such time as such employee shall have used up any accumulated Medical Leave days.

Once all Medical and FMLA Leave has been used, the employee is responsible for paying her insurance costs. This payment should be arranged through the Business Office.

**B. Health And Accident Benefits**

The Board shall provide Health and Accident Insurance coverage equivalent to Blue Cross And Blue Shield Community Blue, drug rider (\$7.00 generic/\$10.00 brand name for 2006-07) and (\$10.00 generic/\$20.00 brand name for 2007-08), and, semi-private service, as provided for in Section 2, A-E, found below.



## **Section 2. Insurance Benefits For Six-, Five-, And Four-Hour Employees**

### **A. Six-Hour Employees**

The board will provide to employees who are working a minimum of six (6) hours per day on a regular basis during the school year Health, Accident and Long Term Disability Insurance coverage as described in Section 1, A and B, above, at no cost to the employee and her family.

### **B. Five-Hour Employees**

The board will provide to employees working a minimum of five (5) hours per day on a regular basis during the school year Health, Accident and Long Term Disability Insurance coverage as described in Section 1, A and B, above, at no cost for single subscriber, and the board shall allow the employee to purchase, through payroll deduction, expansion to two-person, or full family coverage.

### **C. Four-Hour Employees**

Employees working a minimum of four (4) hours per day on a regular basis during the school year and not qualified under Section 2, A and B, above, may choose to participate in the group plan, at the full family, two-person, or single subscriber level, with payment made through payroll deduction. The sign-up periods will be dictated by the group plan in effect. (Currently the plan allows a sign-up period in September and November for present employees.) Once an employee qualifies by working four (4) hours or more, and participates in this option, the employee will continue to qualify should she be reduced in hours, unless separated from employment.

### **D. Riders**

Special riders are to be paid by the employee.

### **E. Change In Carrier**

Should the Board choose to change carriers, the Association and its membership shall be notified at least two (2) weeks prior to the effective date of the change-over.

## **Section 3. Life Insurance; AD&D**

The Board agrees to provide for each employee, life insurance and Accidental Death and Dismemberment protection without cost to the employee, according to the schedule below. The Board also agrees to allow employees wishing to purchase additional life insurance from the same carrier to purchase same by payment made through payroll deduction.

Less than 4 hours per day	\$12,000
4 hours but less than 6 hours per day	\$20,000
6 hours or more	\$30,000

## **Section 4. Worker's Compensation**

Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and her regular salary to the extent and until such time as such employee shall have used up her accumulated Medical Leave.

For each day off under Worker's Compensation, one-half day will be deducted from the employee's sick leave.

If the employee so chooses, she may elect not to use accumulated sick leave and receive Worker's Compensation benefits only.

**Section 5. Dental Insurance**

The Board agrees to pay for Group Dental Insurance for all employees working a minimum of six (6) hours per day according to the terms and conditions of the Board-approved Dental Carrier as of October 23, 2001. The insurance will provide the following benefits: Co-insurance percentage (Based on reasonable and customary fee) for:

Routine Treatment . . . . .	100%
Major Treatment . . . . .	60%
Orthodontic Treatment . . . . .	50%
Routine and Major Annual Maximum . . . . .	\$1,000

Selection of the company shall be the decision of the Board.

**Section 6. Vision Care Insurance**

The Board agrees to pay for Group Vision Care Insurance for employees working a minimum of six (6) hours per day according to the terms and conditions of the Board-approved Vision Carrier as of October 23, 2001. This insurance will provide the following benefits:

Eye Examination (once a year) . . . . .	\$30
Lenses (per pair) (once a year)	
Single Vision -----	\$35
Bifocal -----	\$45
Trifocal -----	\$55
Lenticular -----	\$65
Frames (once every 24 months) -----	\$30
Contact Lenses:	
Special Conditions	\$65
Selected in place of Spectacle Lenses and Frames	\$35

Selection of the company shall be the decision of the Board.

An insurance committee composed of administrators and one employee from each bargaining unit will review, with the aid of an insurance consultant, alternative dental and vision plans. The goal of this committee is to improve the dental and vision benefits within the budget set by the board. Upon mutual agreement of the parties, a recommendation shall be forwarded to the respective parties for ratification.

**Section 7. Section 125 Cafeteria Plan**

A. The district shall adopt a qualified plan under section 125 of the internal revenue code (a "cafeteria plan") which provides to bargaining unit members:

1. Cash option plan (cash in lieu of health insurance)

2. Reimbursement account for non-covered health expenses and dependent care.

- B. Bargaining unit members who are eligible to receive, but do not elect, the health insurance coverage provided by the district shall receive \$1,800 each year, and the dental, vision, long term disability, and life insurance. The cash shall be paid monthly over twelve (12) months, beginning in September of each year.

An employee selecting this option must show proof of alternative coverage each enrollment period.

An employee whose spouse is employed by the schools and covered by the health benefits provided by the Grosse Ile Township Schools, shall not be eligible for the cash in lieu of health coverage.

- C. Bargaining unit members electing the reimbursement account shall do so through a salary reduction agreement.
- D. An eligible bargaining unit member who chooses the cash option in lieu of health insurance may elect to receive the health insurance at any time during the year if there is a change in circumstance, for example: the member's spouse loses health insurance coverage; the member gets separated or divorced and loses health insurance coverage. Should a member elect to change from the cash option to health coverage, he/she shall be eligible only for the pro rata portion of cash for that contract year.
- E. Funds unexpended at the end of each year shall be donated to the Grosse Ile Education Association scholarship fund.

**Section 8. District-wide Insurance Review Committee**

The Association agrees to participate in a district-wide study committee to review insurance benefits and options, provided that all other employee groups, certified and non-certified, have agreed to participate in such a committee.

**ARTICLE 18. Grievance Procedure for Resolving Differences**

**Section 1.** No grievance may be considered unless it is filed at Step 1 within twenty (20) working days of the occurrence of the event, or the date by which an employee should reasonably have been aware of the event giving rise to the grievance.

**STEP 1.** An employee believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, will first discuss the complaint with her supervisor, either directly, or accompanied by her Association representative if the employee desires, with the objective of resolving it informally.

**STEP 2.** In the event the complaint is not resolved informally, it may be reduced to writing, signed by the employee and the Association representative, and presented to the immediate supervisor within two (2) weeks following the discussion referenced in step 1.

The supervisor shall respond in writing within two (2) weeks following receipt of the written grievance.

**STEP 3.** If the supervisor's written answer does not resolve the complaint it may be referred, within two (2) weeks following receipt, to the Superintendent, or designee, by the Association.

**STEP 4.** The Superintendent or designee shall meet with the grievant and Association representative within two weeks following the written response in step 3. If the Superintendent fails to resolve the complaint within two (2) weeks following that meeting, the Association may transmit the question to arbitration.

The parties shall attempt to agree upon an arbitrator within two weeks after the request for arbitration is made to the superintendent. If the parties fail to select an arbitrator, a demand for arbitration shall be made to the American Arbitration Association (AAA), and an arbitrator shall be selected in accordance with its rules.

## **Section 2.**

The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The Arbitrator shall have no power to establish wage scales or change wages.

There shall be no appeal from the arbitrator's decision. Each such decision shall be final and binding on the association and its members, and the employee or employees involved, and the employer.

The arbitrator shall render his/her decision on the matters before him/her not later than thirty (30) calendar days following the final date of the hearing or, in the event post-hearing briefs are submitted, not later than thirty (30) calendar days following the date of the arbitrator's receipt of the post-hearing briefs.

## **Section 3.**

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 expense of the witnesses called by the other.

## **Section 4.**

Failure on the part of an employee or the Association to appeal a decision within the specified time limits at any of the steps of the procedure shall be considered acceptance of the decision and the matter shall be considered resolved.

**Section 5.**

Failure on the part of the Administration to answer within the specified time limits at any step of the procedure shall permit the employee(s) or the Association to proceed to the next step within the time limits allowed, unless extended by mutual agreement in writing.

**ARTICLE 19. Agreement Provisions**

**Section 1. Extent of Agreement**

This Agreement shall supersede any established rule, regulation or practice of the Board which shall be contrary to or inconsistent with this Agreement. It shall likewise supersede any contrary or inconsistent terms agreed to with any individual employee heretofore in effect. All new hires shall be subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the board.

**Section 2. Severability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**Section 3.** Copies of this agreement shall be printed in booklet form at the expense of the Board and presented to all employees now employed or hereafter employed by the Board. The Board shall also furnish ten (10) copies of the Master Agreement to the Association for its use.

**Section 4.** The Board shall give employees preference for work they have customarily performed. The Board agrees that during the life of this Agreement no duties normally provided by members of this bargaining unit will be subcontracted to other bargaining units of the employer.

The parties recognize that to the extent, and only to the extent that this section addresses the contracting out of non-instructional work by the employer to third parties, it is presently unenforceable under section 15(3)(f) of PERA, MCL.215(3)(f). In the event that section 15 (3)(f) is repealed or amended, this section shall be given full force and effect.

**ARTICLE 20. Reduction in Hours; Layoff and Recall**

**Section 1. Reduction In Hours: Notice**

In the event it is necessary to reduce hours, the Association shall be notified, in writing, at least fifteen (15) work days in advance of the reduction. The purpose of the notification is to provide the opportunity, at the request of the Association, to meet with the employer regarding the reduction.

**Section 2. Reduction In Hours: Process**

**A. Office/Clerical Classification** Where there is a reduction of one (1) hour or more in the hours worked, in the Office/Clerical Classification an employee may claim seniority over any other employee for the purpose of maintaining one's normal work schedule, provided she is qualified and has more seniority than the employee she seeks to replace. No reduction in hours of one (1) hour or more shall take effect until the employer gives fifteen work days (15) written notice to the employee involved.

**B. Transportation Classification** Where there is a reduction of one quarter (1/4) hour or more in the hours worked in the Transportation Classification, an employee may claim seniority over any other employee for the purpose of maintaining one's normal work schedule, provided she is qualified and has more seniority than the employee she seeks to replace. No reductions of one quarter (1/4) hour or more shall take effect until the Employer gives a three day written notice to the employee involved. Should the reduction be one hour or more, the supervisor shall give a fifteen (15) day written notice to the employee involved.

**Section 3. Reduction In Personnel/Layoff: Notice**

In the event it is necessary to lay off personnel, the administration will notify the Association and the individuals involved, in writing, at least thirty (30) calendar days in advance of the layoff.

**Section 4. Reduction In Personnel/Layoff: Process**

If a reduction is made, an equal number of positions shall be made vacant by displacing an equal number of the least senior employees. The higher seniority employees who are displaced shall have three days to select. A position of equal, or lower, hours and pay within their classification, in seniority order, providing they are qualified, until all such personnel are assigned.

The higher seniority employee will maintain her current rate of pay when displacing a person working for a lesser rate, until June 30th. The higher seniority employee will receive a pay increase if she displaces an employee with a higher rate of pay.

**Section 5. Recall**

Employees laid off through the procedures above shall be maintained on a recall list and shall be recalled in the order of their seniority (more senior shall be recalled first) to openings for which they are qualified.

**Section 6. Extended Recall**

An employee having two (2) calendar years seniority or more, who waives the right to bump into a position for which she is eligible, based on her seniority and qualifications, shall maintain her right of recall.

**Section 7. Hiring While Employees Are Laid Off**

No new employee will be hired by the Board until all laid off employees have been recalled or declined an opening for which they are eligible based on their seniority and qualifications.

**ARTICLE 21. Driver's License**

**Section 1.** All drivers are to have a current driver's license, as defined by law, filed in the Business Office. New bus drivers will be expected to purchase the required license. After a driver becomes a bargaining unit member, she shall be reimbursed for the total fee upon verification of payment within thirty (30) days of verification. License renewals shall be paid in like manner. Drivers shall be paid for the time spent in required road tests, safety inspections, and related training.

**Section 2.** As it is directed by the state of Michigan that all school bus drivers attend classes on school bus driving safety, the Board agrees to compensate the drivers for hours approved by the supervisor at their regular hourly rate. Approved hours also include a summer testing program.

**ARTICLE 22. Field Trip Pay and Extra Hours**

**Section 1.** Drivers will receive their regular hourly rate for all field trips. Pay will commence at the time the driver is scheduled to report and continue until the time at which the driver returns. Drivers are to report accurately the time of return. It shall be the responsibility of the Transportation Supervisor or designee to maintain an accurate account of field trip time.

**Section 2.** When a driver is asked to drive extra runs back to back with regular runs, she will be paid for actual hours of driving. Drivers will be compensated on a pro-rata basis of no less than one quarter (1/4) hour. If the driver is called back to take a run, she will be guaranteed a minimum of two (2) hours pay.

**Section 3.** The Trip Board is strictly for field trips, athletics, and other similar events. All drivers who have 300 hours of driving time and a regular bid run, excluding Dispatcher, Monitors and substitutes, will be on the Trip Board.

**Section 4.** The Trip Board shall be in effect from the first day of school until the last day of school. It shall be cleared at the end of the school year and begin anew as of the first day of each school year.

**Section 5.** All trip time must be authorized by the Supervisor and will be assigned based on the "Trip Board Rules" as follows:

1. Start the trip week with the most senior driver.
2. Start the following week where the last trip week ended.
3. If an eight-hour (8) driver cannot take a trip, N/A will be placed after her name.



4. If a regular driver is offered a second trip on a day when she is already scheduled for a trip, N/A will be placed after her name.
5. If a driver refuses a trip, a straight LINE will be drawn through her name, and she will not be considered again until her name comes up in rotation.
6. If a driver selects a trip and later refuses it, the LINE through her name will remain and a "P" will be placed by her name. She will forfeit one rotation.
7. If a driver's trip is cancelled, her name will be CIRCLED and she, along with other CIRCLED and N/A drivers, in rotation, will be offered any new trip/s that come in.
8. Any new trip coming in during the week will be offered to CIRCLED drivers and N/A drivers, in rotation.
9. Each Week, the board will be cleared of all N/A's and CIRCLES. There will be no carryovers to the next week except for P's (PENALTIES).
10. Drivers may not trade trips.
11. If a driver is absent on the day that trips are passed out or when a new trip comes in, a LINE will be drawn through her name and she will be excluded from rotation. There will be no exceptions.
12. If a driver's trip has been cancelled and rescheduled later in the trip week, she may take the trip or refuse it. If she refuses it, a LINE will remain through her name. That trip will then be considered new, and it will be passed out to N/A and CIRCLED drivers, in rotation.

### **DEFINITIONS:**

- ROTATION:** A list of drivers, from most senior to least senior; the process of ROTATION begins with the most senior driver.
- TRIP:** Any TRIP passed out on Monday or called into the transportation department.
- LINE:** A LINE drawn through the name of a driver who took a trip, refused a trip, refused a changed trip, or missed rotation due to absence.
- N/A:** N/A indicates a driver was NOT AVAILABLE for a trip that was passed out. She will remain in rotation.
- CIRCLE:** A CIRCLE indicates a cancelled trip. The driver will remain in rotation.

**TRIP WEEK:** The TRIP WEEK runs Tuesday through Monday, as is now done. Trips will be passed out on Monday, prior to the beginning of the trip week.

**P:** P indicates PENALTY. A driver will be penalized and will forfeit one rotation if she chooses a trip and later refuses it.

**Section 6. Emergency Trip Board.**

The Emergency Trip Board shall be for those trips that go out on the same day that they are called in.

1. Insofar as possible, emergency trips shall be passed out in rotation based on seniority.
2. If a driver refuses a trip, a straight LINE will be drawn through her name, and she will not be considered again until her name comes up in rotation.
3. If a driver is absent (on sick leave, on a trip, etc.) on the day that trips are passed out or when a new trip comes in, a LINE will be drawn through her name and she will be excluded from rotation. There will be no exceptions.

<b>ARTICLE 23. Bidding Procedures And Summer Work</b>
---

**Section 1. Bidding of Runs at the Beginning of the School Year.**

**A.** At the beginning of each school year, each driver will resume the duties she had at the end of the prior school year. For the first two full weeks of school all runs will be posted and will state the amount of paid time.

On a workday prior to October 1, the drivers and monitors, by seniority, will bid on runs.

**B.** Adjustments may be made throughout the school year only if a driver leaves employment of Grosse Ile Schools or if additional time is added to that run. Should additional time be added to any run, it will be considered new and posted for bid.

If a run changes during the school year with no change in time, the driver who bid on the run has no options for change.

**C.** During the first two weeks of school, it will be the original driver, i.e., the driver who had the route at the end of the prior school year, who has the responsibility of setting up route sheets, etc. for the new driver to take over.

**D.** Should there be a reduction of 15 minutes during the school year, the reduced driver will bump out the lowest seniority driver in that pay (hours worked per day) category. See Article 20, Section 2, B.

- E.** In addition to the above, the following shall apply:
- \* A.M. and P.M. runs will be considered one entity.
  - \* Kindergarten runs will be considered one entity.
  - \* Special Ed runs will be considered one entity.
  - \* Shuttles shall be considered as part of the regular A.M./P.M. runs.

**Section 2. Summer Work**

All summer work will be posted as soon as it is known prior to school closing, and will be assigned based on the seniority of the employees (excluding substitutes) who have submitted written applications prior to leaving for summer break. Summer work shall be paid according to Appendix A, Transportation Wage Schedule. Summer field trips shall be assigned according to Article 26, Field Trip Pay and Extra Hours.

**Section 2. A.** All summer work begins after the last scheduled student day of the regular Grosse Ile school year.

**Section 2.B.** Should there be a need for monitors for summer work, drivers will qualify to bid and if successful will be compensated at the monitor's pay schedule.

<b>ARTICLE 24. Dispatcher and Alternate Dispatcher</b>
--

**Section 1.** Drivers interested in serving as Alternate dispatcher during the school year shall notify the Transportation Supervisor within the first ten (10) working days following the beginning of the school year.

**Section 2.** Each year, the Transportation Supervisor will select three (3) drivers to serve as Alternate Dispatchers based on seniority. In the event an employee applying for Alternate Dispatcher is disqualified, notice will be given to the employee and the Association President, in writing, stating why the employee does not qualify.

**Section 3.** The Alternate Dispatchers will serve in the absence of the Dispatcher when deemed necessary by the Transportation Supervisor. Service will be on a rotating basis, with time equalized as much as possible.

**Section 4.** The Alternate Dispatchers will be trained to meet the requirements of the job.

**Section 5.** It is understood by the parties that the Dispatcher is a member of the bargaining unit and does not serve in a supervisory role. The parties also understand that the Transportation Supervisor may communicate messages and directives to the employees through the Dispatcher but only in the name of the Transportation Supervisor. In addition, the Dispatcher shall perform the duties outlined in the job description.

**Section 6.** The position of Dispatcher and Service Person shall be a 52-week position and continue from year to year. When the Dispatcher position becomes vacant, it shall be awarded

on the basis of seniority of Transportation bargaining unit members who have served as Alternate Dispatchers. In the event no alternate dispatcher bids on the vacant position, it will be awarded to the most senior qualified employee who bids.

<b>ARTICLE 25.            Miscellaneous Provisions</b>
--

**TRANSPORTATION**

**Section 1.     Jackets**

Employees shall receive two jackets after completion of three years' driving for the Grosse Ile School District. Jackets will be replaced at the beginning of the third year of wear.

**Section 2.     Protective Clothing**

Protective clothing shall be provided to personnel when they perform maintenance work.

**Section 3.     Personal Property Loss**

The employer shall reimburse the employee for the loss, damage, or destruction of personal property which was used on school premises, when the loss, damage or destruction is not the result of the employee's negligence.

**Section 4.     Drivers' Rest Area**

The lounge and restroom facility shall be accessible to employees during all scheduled work hours.

**Section 5.     Telephone Availability**

A telephone shall be made available to employees for school business and emergency use.

**Section 6.     Call Backs**

Employees who are called back to work for emergency situations which are not regularly assigned shall be guaranteed a minimum of two (2) hours time.

**Section 7.     Map and Route Changes**

When drivers are required by their supervisor to prepare changes of maps and routes on runs beyond their normal working hours, they shall be paid for documented time spent in such preparation subject to the review and approval of their supervisor.

**Section 8.     Pay for Time at Meetings**

All drivers shall receive pay at the prevailing hourly rate for all time spent at meetings, where attendance is required by the Board.

**Section 9.     Pre-Trip Bus Check**

For less than six (6) hour employees on multiple building runs, there shall be adequate time allowed daily prior to each trip for pre-check during which the following activities will be performed: safety check of bus, cleaning of bus (necessary supplies will be furnished), and warm-up time.

#### **Section 10. A. Discipline of Students**

The employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The employer or its designated representative shall take reasonable steps to relieve the employee of responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations.

#### **Section 10. B. Student Behavior on Buses**

To maintain order on the buses, student violations of proper conduct and rules while riding buses shall be reported promptly in writing by the driver on forms provided by the Board to the supervisor or principals. Principals shall act as the disciplinarians and drivers shall be advised as soon as possible if bus privileges are suspended. In specific instances where drivers or aides believe a breakdown of the disciplinary process has occurred or where special attention is necessary, the matter shall be brought to the attention of the supervisor who will use every reasonable effort (including the possibility of a group conference with the involved parties) to resolve the problem. If a conflict should persist beyond this step, the superintendent may be asked to resolve the issue.

#### **Section 11. Routing of Buses**

Routing of buses is the responsibility of the supervisor. Every effort will be made to set up routes on an equitable basis.

#### **Section 12. Work Clothes**

Suitable work clothes and safety work boots will be provided the service-person under the conditions hereinafter provided. Five (5) uniforms will be provided for each new employee in that position upon completion of the probationary period with the understanding that they will be worn during working hours. The Board will replace five (5) uniforms every twelve (12) months at no cost to the employee. Boots will be replaced each year. All uniforms shall be the property of the employer and shall be taken care of by the employee.

#### **Section 13. Job Description**

It is the responsibility of employees to perform all duties and responsibilities as outlined in their job description. A copy of the employee's job description shall be furnished to each employee and to the President of the Association.

#### **Section 14. Fire Drills**

All drivers shall participate in three (3) fire drills per year and other drills necessary to be in compliance with State law.

#### **Section 15. Student Infractions**

All drivers shall submit write-up slips to the supervisor immediately following a student's infraction of school rules which threaten the health, safety, and/or welfare of other students or the driver involved.

**Section 16. Employee Conduct**

All employees shall at all times conduct themselves in a manner which shall promote the safety and well being of the students served by this school district.

**Section 17. Unsafe Conditions**

It shall be the responsibility of the drivers to report to the Transportation Supervisor any unsafe conditions existing on the road and also in the loading and unloading areas at the schools. The Transportation Supervisor will then notify the police or the building principals to have the condition corrected.

**Section 18. Procedures**

It shall be the responsibility of the drivers on all trips (including field trips) to see that:

1. Buses are pre-tripped and mileage recorded.
2. Everyone is seated.
3. No passenger is hanging out of the windows.
4. No one is throwing anything on the bus.
5. It is quiet at all railroad crossings as required by state law.
6. Buses are post-tripped and mileage recorded.

**Section 19. Field Trip Procedures**

It shall be the responsibility of the supervisor to provide a route diagram, with bus permit, prior to all trips. A file on all field trips shall be maintained by the supervisor.

**OFFICE/CLERICAL****Section 20. Secretarial Workload**

Adequate secretarial service will be provided to the schools.

**Section 21. Person In Charge In Absence of Principal**

At the beginning of each school year the principal shall inform the secretary of the person who is responsible in the absence of the principal.

**Section 22. Training**

The Board shall provide twelve (12) paid hours per year of professional development opportunities to all members of the GIESPA Bargaining Unit. The responsibility for providing this professional development shall be given to a joint Professional Development (PD) Committee to plan and implement the professional development hours.

**Section 23. Professional Development**

Professional meetings, conferences and training provide opportunities for professional growth. Should same occur during regular work hours, a secretary may request to attend. Application for participation in the above shall be made to the immediate supervisor and shall be considered on the basis of the educational program needs, relevance to the job performed, and time spent away from the regular job site.

When the district requires employees to undertake new duties it shall provide the training required for the employee to perform the new duties.

**ARTICLE 26. Negotiation Procedures**

**Section 1.** At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours and conditions of employment of those bargaining unit members employed by the Board.

**Section 2.** In any negotiations, neither party shall have any control over the selection of the bargaining representative of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of bargaining, *subject only* to such ultimate ratification.

**Section 3.** If the parties fail to reach an Agreement in any such negotiations, either party may invoke its rights under the Public Employment Relations Act (PERA), including mediation.

**ARTICLE 27. Professional Compensation**

**Section 1.** The wages of employees covered by this Agreement shall be determined by the wage Schedule which appears in Appendix A of the Agreement.

**Section 2.** Hourly employees will be paid for the actual hours worked during a pay period.

**ARTICLE 28. Strikes**

**Section 1.** The GIESPA shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any employee covered under this Agreement and no employee covered under this Agreement shall cause, or participate in any strike or refusal to perform the duties of her employment.

**Section 2.** Any employee who causes or participates in any strike or refusal to perform the duties of her employment shall be subject to disciplinary action, including discharge.



**ARTICLE 29. Duration of Agreement**

This Agreement shall be effective July 1, 2006 and shall continue in effect until June 30, 2008 when it shall terminate. If either party desires to modify or amend this Agreement, that party shall give the other party written notice to that effect not less than ninety (90) days prior to May 1, 2008.

IN WITNESS WHEREOF, the parties agree that all terms, benefits and conditions of this Agreement are to become effective July 1, 2006 and have duly executed this Amendment.

GROSSE ILE BOARD OF EDUCATION	GROSSE ILE EDUCATION SUPPORT PERSONNEL ASSOCIATION/MEA
<u>[Signature]</u> President	<u>Carroll Campan</u> President
<u>[Signature]</u> Vice President	<u>[Signature]</u> Team Member
<u>Therese Melrose</u> Secretary	_____ Team Member
<u>[Signature]</u> Treasurer	_____ Team Member
<u>Collie H. Yan</u> Trustee	_____ Team Member
<u>[Signature]</u> Trustee	_____
<u>[Signature]</u> Trustee	_____
<u>[Signature]</u> Superintendent	_____
Date: <u>August 15, 2006</u>	Date: _____

**APPENDIX A**

**OFFICE AND CLERICAL SALARY SCHEDULE  
JULY 1, 2006 - DECEMBER 31, 2006**

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Asst. Bookkeeper	\$22.11	\$22.30	\$22.49	\$22.68	\$22.87
CO Sec'y 52	\$21.24	\$21.44	\$21.61	\$21.82	\$22.01
School Sec'y 52	\$19.55	\$19.74	\$19.93	\$20.14	\$20.32
School Sec'y 46/44	\$19.02	\$19.21	\$19.41	\$19.59	\$19.78
Gen. Sec./Recept.	\$16.95	\$17.15	\$17.33	\$17.52	\$17.71

**JANUARY 1, 2007 - JUNE 30, 2007**

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Asst. Bookkeeper	\$22.33	\$22.52	\$22.71	\$22.91	\$23.10
CO Sec'y 52	\$21.45	\$21.65	\$21.83	\$22.04	\$22.23
School Sec'y 52	\$19.75	\$19.94	\$20.13	\$20.34	\$20.52
School Sec'y 46/44	\$19.21	\$19.40	\$19.60	\$19.79	\$19.98
Gen. Sec./Recept.	\$17.12	\$17.32	\$17.50	\$17.70	\$17.89

**JULY 1, 2007 - DECEMBER 31, 2007**

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Asst. Bookkeeper	\$22.55	\$22.75	\$22.94	\$23.14	\$23.33
CO Sec'y 52	\$21.66	\$21.87	\$22.05	\$22.26	\$22.45
School Sec'y 52	\$19.95	\$20.14	\$20.33	\$20.54	\$20.73
School Sec'y 46/44	\$19.40	\$19.59	\$19.80	\$19.99	\$20.18
Gen. Sec./Recept.	\$17.29	\$17.49	\$17.68	\$17.88	\$18.07

**JANUARY 1, 2008 - JUNE 30, 2008**

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Asst. Bookkeeper	\$22.78	\$22.98	\$23.17	\$23.37	\$23.56
CO Sec'y 52	\$21.88	\$22.09	\$22.27	\$22.48	\$22.67
School Sec'y 52	\$20.15	\$20.34	\$20.53	\$20.75	\$20.94
School Sec'y 46/44	\$19.59	\$19.79	\$20.00	\$20.19	\$20.38
Gen. Sec./Recept.	\$17.46	\$17.66	\$17.86	\$18.06	\$18.25

**APPENDIX A**

**TRANSPORTATION SALARY SCHEDULE  
JULY 1, 2006 - DECEMBER 31, 2006**

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Dispatcher	\$17.46	\$17.51	\$17.58	\$17.65	\$17.71
Serv. Person	\$18.92	\$18.99	\$19.04	\$19.12	\$19.18
Sp. Ed./Voc. Ed.	\$17.12	\$17.19	\$17.24	\$17.30	\$17.35
Reg. Driver	\$16.73	\$16.79	\$16.85	\$16.91	\$16.97
Monitor	\$11.29	\$11.36	\$11.41	\$11.46	\$11.53

**JANUARY 1, 2007 - JUNE 30, 2007**

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Dispatcher	\$17.63	\$17.69	\$17.76	\$17.83	\$17.89
Serv. Person	\$19.11	\$19.18	\$19.23	\$19.31	\$19.37
Sp. Ed./Voc. Ed.	\$17.29	\$17.36	\$17.41	\$17.47	\$17.52
Reg. Driver	\$16.90	\$16.96	\$17.02	\$17.08	\$17.14
Monitor	\$11.40	\$11.47	\$11.52	\$11.57	\$11.65

**JULY 1, 2007 - DECEMBER 31, 2007**

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Dispatcher	\$17.81	\$17.87	\$17.94	\$18.01	\$18.07
Serv. Person	\$19.30	\$19.37	\$19.42	\$19.50	\$19.56
Sp. Ed./Voc. Ed.	\$17.46	\$17.53	\$17.58	\$17.64	\$17.70
Reg. Driver	\$17.07	\$17.13	\$17.19	\$17.25	\$17.31
Monitor	\$11.51	\$11.58	\$11.64	\$11.69	\$11.77

**JANUARY 1, 2008 - JUNE 30, 2008**

<u>Job Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Dispatcher	\$17.99	\$18.05	\$18.12	\$18.19	\$18.25
Serv. Person	\$19.49	\$19.56	\$19.61	\$19.70	\$19.76
Sp. Ed./Voc. Ed.	\$17.63	\$17.71	\$17.76	\$17.82	\$17.88
Reg. Driver	\$17.24	\$17.30	\$17.36	\$17.42	\$17.48
Monitor	\$11.63	\$11.70	\$11.76	\$11.81	\$11.89

**LETTER OF UNDERSTANDING**  
**Between**  
**GROSSE ILE TOWNSHIP SCHOOLS BOARD OF EDUCATION**  
**And**  
**GROSSE ILE EDUCATION SUPPORT PERSONNEL ASSOCIATION/MEA/NEA**

---

**TOPIC:           COMPENSATION OF DRIVERS FOR VACATION PAY**

- **It is understood and agreed by the Grosse Ile Township Schools Board of Education and Grosse Ile Education Support Personnel Association/MEA/NEA in regard to Article 13 - Vacations, Section 4, that drivers will be compensated for their vacation pay at the rate of pay of their primary assignment.**

**GROSSE ILE BOARD OF EDUCATION   GROSSE ILE EDUCATION SUPPORT  
PERSONNEL ASSOCIATION/MEA/NEA**

**By its: \_\_\_\_\_ By its: \_\_\_\_\_**  
**Superintendent of Schools                      President**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

<b>INDEX</b>	<b>pgs.</b>
Absenteeism	10
Adoption: Leave of Absence	15
Agency Shop	3
Association Leave Days	14
Association Rights	5
Bidding Procedures-Transportation	29
Dispatcher & Alternate Dispatcher	30
Driver's License	27
Dues and Deductions	3-5
Duration of Agreement	35
Employee Rights	6, 7
Evaluation	7, 8
Extent of Agreement	25
Extra Hours	27, 28
Family and Medical Leave Act Provisions	16, 17
Field Trip Pay	27
Grievance Procedure	23, 24
Holidays	12
Insurance	20-23
Jury Duty Leave	17
Layoff	25, 26
Leave of Absence - Long Term	17
Leaves of Absence - Short Term	18
Letter of Understanding	38
Management Rights	5
Military Leave	18
Miscellaneous Procedures - Office/Clerical	33
Miscellaneous Procedures - Transportation	31
Negotiation Procedures	34
Overtime Pay	10
Personal Leave	14
Physical Examination	7
Pregnancy Disability Leave	15
Recall	26
Recognition	3
Reduction in Hours	25, 26
Retirement Pay	20
Seniority	7
Section 125 Cafeteria Plan	22, 23
Severance Pay	20
Sick Leave (Medical Leave)	13, 14
Subcontracting	25
Substitutes	10-12
Summer Work - Transportation	30
Transfers	19
Vacancies	19
Vacations	12
Wages	36-37
Workers' Compensation	21, 22
Working Hours	8, 9