

**OAKRIDGE PUBLIC SCHOOLS**

**AND**

**OAKRIDGE EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

**OESPA**

**Collective Bargaining Agreement**

**2010 - 2012**

covering

Maintenance/Groundskeeper, Transportation and Food Service Employees

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## **AGREEMENT**

This Agreement by and between the Oakridge Public Schools, hereinafter referred to as the “Board”, “Employer” or “District” and the Oakridge Educational Support Personnel Association, affiliated with the Michigan Education Association, hereinafter referred to as the “Association” or “Union” provides as follows:

### **ARTICLE I - Recognition**

- A. The Board of Education of the Oakridge Public Schools recognizes the Oakridge Educational Support Personnel Association MEA/NEA as the sole collective bargaining representative for all its employees employed as regular part-time and full time maintenance/groundskeeper employees and regular bus drivers working two hours or more per day and food service employees working two hours or more per day excluding all licensed personnel, teachers, custodians, co-op students, part-time and/or seasonal custodial and maintenance employees, supervisors, substitute drivers and all others, in matters affecting wages, hours and working conditions, in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended.
- B. The Employer agrees not to negotiate with any other maintenance/groundskeeper, food service or bus drivers' Association as long as the Oakridge Educational Support Personnel Association MEA/NEA is the recognized bargaining agent.
- C. The word "employee," unless the context clearly states otherwise, shall mean a person employed within the bargaining unit as provided in paragraph A.
- D. Regular part time maintenance/groundskeeper employees are defined to mean those employees who are scheduled to work regularly more than twenty (20) hours but less than forty (40) hours per week and/or less than twelve (12) months per year.
- E. This Agreement shall supersede any School District rules, regulations, or practices, which are found to be inconsistent with the specific provisions of this Agreement.

## **ARTICLE II - Management Rights**

- A. The Employer retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the exclusive right:
1. To determine the number, size and location of its facilities and departments, the equipment, machines, technology, material, information, data, systems, supplies and procedures to be utilized in such buildings or branches and to change or discontinue the location or use thereof.
  2. To make all financial decisions including, but not limited to: the setting, fixing, levying, collection and administration and control of all funds; the financing and borrowing of funds; the annexation, consolidation or other reorganization of the District; the right to maintain accounts and financial records.
  3. To determine the organization of management and administration and the selection of employees for promotion to supervisory and other management functions.
- B. Except as expressly restricted by this Agreement, the Employer retains the right to manage the academic and business affairs of the District and to direct the working forces of the District, including, but not limited to, the right:
1. To determine methods and schedules of work, including technological alterations; the transfer or subcontracting of work, locations of work; the procedures and processes to be used.
  2. To determine the basis for selection of employees for hiring and the basis for their retention or dismissal.
  3. To maintain discipline of employees including the right to make reasonable rules and regulations for the purpose of efficiency, safe practice and discipline.
  4. To generally direct the work of the employees, subject to the terms and conditions of this Agreement, including the right to: hire, discharge, suspend or otherwise discipline employees; to assign or transfer them to particular jobs, duties or locations either on a temporary or permanent basis; to determine the amount of work needed and job content; to lay employees off for lack of work or for other proper or legitimate reason; to determine work standards and the quality and quantity of work to be assigned; and to make such studies as it shall require in connection therewith.

The exercise of the foregoing power, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### **ARTICLE III - Association and Employee Rights**

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Employer hereby agrees that every employee of the Employer shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

As a duly elected body exercising governmental power under color of law of the State of Michigan, the Employer 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 Act 379, that it will not discriminate against any employee with respect to hours, wages, or terms or conditions of employment by reason of his/her membership in the Association or collective professional negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement. It is agreed by the Association that this does not give employees the right to perform duties of the Association during work hours except as otherwise provided herein.

- B. Both parties specifically recognize the right of the other appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency.
- C. No employee shall be prevented from wearing insignia, pins or other identification or membership in the Association, which are in good taste, and are not considered to impair the normal educational climate of the school. Bulletin boards, in the employees' lounge or general offices shall be made available to the Association. The Association or any employee shall conduct no Association business during normal working hours except by permission from the Administration or otherwise provided herein. However, the Association President, Grievance Chair and Chief Negotiator may conduct official business without individual situation permission, provided the activity does not interfere with his/her employment assignment.
- D. The Employer agrees to furnish to the Association in response to reasonable requests from time to time information concerning the financial resources of the district, tentative budgetary requirement and allocations.
- E. Nothing contained herein shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws.
- F. All employees shall be entitled to full rights of citizenship and no religious or lawful 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 that the employee does not use the school to promote his/her religious or political beliefs and the activity is appropriate.
- G. No bargaining unit member shall be disciplined without just cause.

- H. The non-renewal or termination of a probationary employee shall not be subject to Section G above and shall not be subject to the grievance procedure.
- I. If an employee is to be disciplined by an administrator, he/she may have a representative present from the Association. The employee will be notified if the meeting may result in disciplinary action.
- J. Discipline Procedures. The Employer agrees to provide the employee with written notification of a disciplinary document that is to be made a part of the employee's personnel file. In instances where the Employer desires to conduct an investigatory interview with an employee, the employee shall be entitled upon request to have an Association representative present at the interview. A copy of all disciplinary actions involving suspension or discharge will also be provided to the Association, unless the employee requests that the matter be kept confidential.
- K. Freedom of Information Request. The Employer is subject to and will abide by the provisions of the Michigan Freedom of Information Act, PA 442 1976, as amended.
- L. Personnel Files. The Employer is subject to and will abide by the provisions of the Bullard-Plawecki Employee Right to Know Act, Act 397, 1978, as amended. Employees will be required to sign any material of a disciplinary nature or involving complaints against the employee that are to be placed in their personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary material or complaints shall not be interpreted as agreement with the disciplinary action or complaints. A statement to this effect shall precede the employee's signature.
- M. Assaults. An employee who is assaulted while in the performance of assigned duties shall promptly report the assault to the Employer. The Employer shall promptly investigate the incident and render such assistance as necessary under the circumstances, including reporting and cooperating with law enforcement authorities.
- N. Complaints Against Employees. All complaints to be included in the employee's disciplinary file must be in writing. In the event a complaint or charge is made by the person or group, against any employee, the employee shall be given a copy of what is to be included in the employee's file.
- O. A bargaining unit member with or without his/her representative(s) will be allowed to review his/her official personnel file under the supervision of the Superintendent or his/her designee.
- P. Whenever an employee is requested by the Employer to perform duties of the Association during regular school hours, the employee shall be released from regular duties without loss of pay.
- Q. Building Representative's Duties. Duties or activities of the building representative shall not be performed during work hours, except with supervisory approval, including, but not limited to, the following:

1. To attend grievance meetings mutually scheduled to occur during work hours; or as otherwise agreed to in advance by their supervisor.
  2. The investigation and presentation of grievances according to the grievance procedure established in this Agreement.
  3. The transmission of messages and information, which shall originate with and are authorized by the Local Association or its officers.
- R. Compensation Information. Upon request and during normal business hours, the Association shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employer pertaining to specific grievances of employees within the bargaining unit, but this right of examination shall not permit the Association to remove any such time sheets or other records from the Employer's premises. Copies of such records shall be provided the Association upon request at the Association's expense at the cost to the Employer for labor and copies.
- S. Identification of Association Officers and Representatives. The Employer shall be informed in writing of the names of Association officers and representatives or any changes therein.
- T. Association Information Requests. Upon reasonable written request and unless restricted by law, the Employer shall make available to the Association such information necessary to assist it in the processing of grievances, administration of the Agreement and the negotiation of successors to this Agreement.
- U. Association Business. Other than during scheduled break and lunch periods or with the prior written permission of the Employer, the Association, its representative, including Building Representatives, may not transact Association business on school property during work hours. The Association agrees that such business shall not interfere with the operations of the Employer and the work being performed by the employees.
- V. Use of Employer Facilities and Equipment. The Association shall have the right to use the Employer's premises outside of regular school hours for Association meetings in accordance with the Employer's normal scheduling practices upon advance notice to the Administration. Any use of Employer equipment or supplies shall be upon advance approval of the Employer and reimbursement for costs.
- W. Association Communication. The Association shall have the right to distribute Association material to employees as long as the distribution does not interfere with the operations of the Employer and the work being performed by the employees. This includes the right to place Association communications in designated employee mailboxes, to utilize District e-mail (subject to District use policy) and to post notices on bulletin boards in each of the buildings.

#### **ARTICLE IV- Association Dues and Fees and Payroll Deductions**

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties shall join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required by the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for service fees or Association membership dues.

In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction that Employer shall, pursuant to MCLA 408.477, and at the written request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Payroll deductions made pursuant to this provision shall be made in equal amounts (as nearly as may be) from the paychecks of each bargaining unit member.

Such dues or service fees shall be deducted from the regular salaries of bargaining unit members who have a signed authorization on file with the District's business office. Payroll deductions will be for one-twentieth (1/20) of the total amount for twenty (20) consecutive pays beginning with the first pay of a school year. The Association will give prompt written notice to the District's business office of the names of any bargaining unit members who have revoked the authorization to deduct dues or service fees. Upon receipt of that notice, the District shall immediately discontinue payroll deduction of such amounts. The Association shall be responsible for reconciliation of any amounts paid or owed with the bargaining unit member.

Cash payment of dues or service fees shall be paid to the Association by October 1. By October 15 annually the Association will furnish the District with a list of bargaining unit members who have remitted membership dues or service fees directly to the Association.

Monies payroll deducted under this Article shall be remitted to the Association, or its designee, no later than fifteen (15) days following deduction.

- B. The procedure in all cases of nonpayment of the service fee shall be as follows:
1. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event compliance is not effected.
  2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Employer to make such deduction pursuant to Section A above.
  3. The Employer, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same.



- C. Pursuant to *Chicago Teacher's Union v Hudson*, 106 S Ct 1066 (1986), the Association has established an "Objections to Political-Ideological Expenditures – Administrative Procedures." Those Administrative procedures (including the timetable for payment) apply only to non-Association bargaining unit members. The remedies set forth in those procedures shall be exclusive and, unless and until such procedures (including any administrative or judicial review thereof) 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.
- D. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to nonmembers until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated upon expiration of the objection period for nonmembers of the fee that given school year.
- E. The Association will certify at least annually to the District, fifteen (15) days prior to the date of the first payroll deduction for professional fees, the amount of said professional fees and the amount of service fee to be deducted by the Employer, and that said service fee includes only those amounts permitted by the Agreement and by law. It is expressly agreed that the Employer shall have no obligation to make involuntary deduction of service fees under this section until such time as the Association shall furnish the Employer with verification that the Association's "Objections to Political-Ideological Expenditures--Administrative Procedures" have been approved by the court of record in *Lehnert v Ferris Faculty Association – MEA/NEA*, 643 F Supp 1306 (WD Mich, 1986). Further, the Association promptly agrees to notify the Employer of any future litigation where an order has been issued preventing the Association from implementing its "Objections to Political-Ideological Expenditures – Administrative Procedures" or any successor procedures pertaining to the same subject matter. In such event, the Employer shall have the right to suspend the involuntary wage deduction procedure specified herein for non-Association bargaining unit members.
- F. The Association shall indemnify and save the Employer harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Employer for the purposes of complying with the Association security/agency shop provision of this Article. The Association shall, when the Employer is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association security/agency shop article provisions under this Article.

## **ARTICLE V - Grievance Procedure**

### A. Definitions:

1. A “grievance” is an alleged violation of the express provisions of this Agreement.
2. The “aggrieved person” is the employee or employees making the claim.
3. The “employee” includes any individual who is a member of the bargaining unit, group or the association covered by this Agreement.
4. A “party of interest” is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The "days" for this article shall exclude Saturdays, Sundays, holidays and days when the District does not normally conduct business.

B. The primary purpose of this procedure is to provide a means for securing, at the lowest level possible, equitable solutions to grievances, which may arise from or bearing on this Agreement.

C. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits in this Grievance Procedure are mandatory but may be extended by mutual consent. Any complaint or grievance not initiated or appealed within the time limits provided, shall be considered as withdrawn. Any grievance not responded to by the Board or its representatives within the time limits provided may be appealed to the next step.

### **Informal Step**

1. An employee(s) having a grievance shall, within ten (10) days from the date on which action or lack thereof gave cause for the grievance, contact the immediate supervisor, stating that he has a grievance, what the grievance is about and the alleged violation of the Agreement, for mutual consideration of the claim on an informal basis. If the grievance arises in more than one building, the written grievance shall be filed as set forth below. Mutual efforts shall be for solution of the problem.

### **1<sup>st</sup> Formal Step (See Grievance Form, Appendix A)**

2. Providing the aggrieved employee(s) does not consider the informal grievance under (1) above to be resolved, he/she may file within five (5) days of the informal meeting a formal written grievance with his/her immediate supervisor using Appendix A. Such written grievance shall include pertinent information and follow a format mutually acceptable to the Association and the Board. A copy may be filed with the Association Representative.

3. Within five (5) days of receipt of the written grievance, a representative of the Employer (who will normally be the employee's immediate supervisor), will meet with the aggrieved and his/her Association Representative in an effort to resolve the grievance. Within five (5) days of the meeting, the supervisor shall issue a written disposition.

### **2<sup>nd</sup> Formal Step**

4. If the grievance remains unresolved, the Association shall have five (5) days after receipt of the immediate supervisor's disposition to appeal the grievance to the Superintendent in writing who shall have ten (10) days after receipt of the grievance appeal to do one of the following:
  - a. present a written disposition of the grievance to the Association Representative and grievant, or
  - b. present a written notice to the Association Representative and grievant that the grievance will be presented to the Board for investigation or hearing as deemed appropriate by the Board for final determination. The Board's determination shall be made not more than thirty-five (35) days after delivery of notice to the Association that the grievance has been referred to the Board.
5. In the event the disposition of the Superintendent or his/her designee or the Board (as is applicable) is not satisfactory to the Association, then, within thirty (30) days following the date of receipt of the disposition, the Association only, and not an individual employee, may file a demand for arbitration of the dispute with the American Arbitration Association with a copy of the demand delivered to the office of the Superintendent within the same time period, all pursuant to the following rules and conditions. If the Board acts upon a grievance at its July meeting, the Association shall have, upon written advance notice to the Board, forty-five (45) days following the date of receipt of the written disposition in which to demand arbitration according to the procedures described above.
  - a. The grievance shall relate solely to the application and interpretation of the terms and conditions of this Agreement.
  - b. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of this Agreement.
  - c. The arbitrator shall have no authority to hear or rule nor will there be any grievance upon any matter pertaining to the following:
    - (i) If the employee or Association has filed a complaint, grievance, or claim with a state or federal agency or legal forum on a matter factually or legally related. It is the parties' intent that there be an election of remedies.

- (ii) The termination of or decision not to re-employ or decision to continue on probation any probationary employee.
    - (iii) The content of the evaluation of an employee.
  - 6. The decision of the arbitrator, if within the scope of his/her authority as above set forth shall be final and binding.
  - 7. The arbitrator's fee and other expenses of the arbitration shall be shared equally by the parties.
  - 8. Individual employees may not proceed to arbitration, only the Association may arbitrate a grievance.
- D. All preparation, filing, presentation or consideration of grievances will be held at times other than when a bargaining unit member or participating Association representative is to be at his assigned duty station, except as otherwise mutually agreed to the contrary between the Employer and Association. Either party shall be permitted representation of choice in the formal grievance process, including Association or Board representative. The advisability of representatives shall be to serve interests of both parties in an effort to reach an appropriate solution to the problem.
- E. A grievance may be withdrawn at any level.
- F. Decisions rendered at all levels on a formal written grievance shall be recorded in writing and promptly transmitted to parties of interest.
- G. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

## ARTICLE VI - Seniority

- A. For the purposes of this Agreement there shall be the following departments and classifications within departments (see Appendix B):
1. Maintenance/groundskeeper
  2. Transportation
  3. Food Service
- B. **Definition:** Seniority shall be computed from the most recent date of hire and shall be defined to mean the amount of time continuously employed in a classification and in a department. Time spent on paid leave or on layoff shall not be construed as a break in continuous service.
1. The seniority list shall be compiled in the order of the bargaining unit member with the greatest number of years seniority to the one with the least years of seniority, it shall include members on leave and layoff with such status and effective date of the same.
  2. The District shall prepare and present to the Association a current seniority list of bargaining unit members prior to October 15<sup>th</sup> of each year. Accompanying the name of each member on the list shall be the date of most recent hire and each member's department and classification. No person other than a member of the bargaining unit shall possess, retain, or accrue seniority within the bargaining unit.
  3. A copy of the posted seniority list and all subsequent updates shall be provided to the Association.
  4. Within 15 days of the posting of the seniority list; objections to the list shall be filed. Thereafter, the list shall be final and conclusive.
- C. **Probationary Period:** New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. Administrators may add an additional thirty (30) working days after the employee and steward are notified. Any days missed during the probationary period shall extend the probationary period by that number of days. When an employee completes the probationary period, the employee shall be entered on the seniority list of the unit as of the date of hire. There shall be no seniority among probationary employees.
- D. Probationary employees may be discharged, disciplined or laid off for any reason without recourse to the grievance procedure.

- E. **Loss of seniority:** A member of the bargaining unit shall lose his/her seniority for the following reasons only:
1. If he/she quits.
  2. If he/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
  3. If he/she is absent for two (2) consecutive work days without notifying the Employer, except in cases of proven emergency. After such absence, the Employer will send notification by certified mail to the employee at his last known address as shown by his employment records that he has lost seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
  4. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made, when mutually agreed upon by the union and the Administration.
  5. If he/she retires.
  6. If he/she is to return from sick leave or a leave of absence and he/she is absent for two (2) consecutive working days without notifying the Employer, except in cases of proven emergency. After such absence, the Employer will send notification by certified mail to the employee at his last known address as shown by his employment records that he has lost seniority, and this employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
  7. If the employee is laid off for more than one (1) year or the length of the employee's years of seniority whichever is less.
- F. Employees will be given credit for seniority accumulated when transferred from one job classification to another within the same department.
- G. If an employee is hired into another department, any seniority earned in the previous department shall be frozen until such time that the employee should return to that department.

## **ARTICLE VII - Layoff and Recall Procedures**

- A. The word "layoff" means a reduction in working force.
- B. When a reduction in force occurs, employees on probation and then the employee with the least seniority in the job classification affected will be the first to be laid off provided the more senior employee is qualified to perform the duties of the remaining positions as determined by the Employer.
- C. No laid off employees will have any right to claim the job of a less senior employee in another classification unless she/he is qualified for that job and can perform the job satisfactorily as determined by the Employer. The above shall apply to all layoffs other than a temporary reduction in force for no more than three days. For any reduction in force of three (3) days or less the Employer may fill the job affected at its discretion.
- D. When the working force is increased after a layoff, employees will be recalled within the job classification based on qualifications, as determined by the Employer. Notice of recall shall be sent to the employee at his last known address by registered mail or certified mail. The employee shall inform the Administration in writing of his/her intent to return to work within five (5) days from receipt of the notice of recall. If there is not an acceptance in writing of such offer within five (5) days from receipt of the notice of recall the laid off employee shall be terminated.
- E. The employee to be laid off for an indefinite period of time will have seven (7) calendar days notice of layoff. The local Association secretary and council shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- F. No hours shall be taken away from a regular bus driver and given to a regular bus driver with lower seniority. Regular runs of any type shall be awarded by seniority, being qualified, and by posting as set forth in this Agreement. (To become qualified a driver must sign up to be a sub on a run longer than theirs at the beginning of the school year and learn the run.)
- G. When a driver's bus run is eliminated he/she may bump the lowest senior driver whose length of run is less than or equal to that of the driver whose run was eliminated.
- H. Laid off employees may bump the least senior employee within his/her own classification (excluding special education routes; unless the driver previously held a special education route and is currently qualified and physically capable of performing the duties).

### **ARTICLE VIII - Vacancies and Transfers**

- A. A vacancy shall be defined as a newly created bargaining unit position or a present bargaining unit position that is not filled that the Board intends on filling.
- B. All job vacancies shall be posted for a period of five (5) working days. The posting shall include the qualifications and background needed.
- C. During the summer months, the Employer will post in the personnel office and on the District's website all vacancies as above described and shall forward copies of vacancies to bargaining unit members who have provided self-addressed stamped envelopes to the Employer.
- D. Any employee may apply for the vacancy by signing the posting or submitting a written application to the supervisor for an interview. The local president or chief steward may sign on behalf of any employee on vacation or paid sick leave; the officer must also inform the supervisor in writing that he/she has signed on behalf of any employee.
- E. Vacancies in any classification shall be filled by the most qualified applicant from within the District as determined by the Employer, or if someone from within the District is not considered to be the most qualified as determined by the Employer, then from outside the District as determined by the Employer. If qualifications are determined by the Employer to be equal, the applicant with the most seniority shall be given the position.
- F. The successful applicant shall generally be notified within ten (10) working days following the end of the posting period. At the Employer's discretion, a new assignment may not begin until all vacancies created by the original vacancy have been filled.
- G. An employee who is a successful bidder may not bid on any job for twelve (12) months from the date of the successful bid. For the purpose of this Agreement, the date of the notification of success would be sufficient. The twelve (12) month eligibility clause may be waived by mutual consent of the Association and the Employer.
- H. An employee who has been granted a transfer to a vacancy shall have a trial period in the new position not to exceed thirty (30) work days. If, for any reason, the employee cannot meet the requirements of the new position as determined by the Employer, he/she may return to his/her former position during that period. Trial periods shall not take place during June, July and August. During the trial period, a substitute employee may be hired for vacated positions, or if feasible, the Board may by way of temporary transfer within the department move people up, by mutual agreement, so that a substitute is hired for the lowest classification.
- I. In making temporary assignments in the maintenance/groundskeeper department for the purpose of filling vacancies of employees who are absent more than five (5) consecutive days on vacation, absent because of illness, etc., the Employer will offer the temporary vacancy to the full-time bargaining unit employee who meets the requirements before putting part-time employees in that position.



- J. Vacancies due to absences shall be filled by building seniority first; unless the vacancy is going to be longer than a two (2) week time period, at which time the vacancy would be offered on the seniority rotation in order to temporarily fill the position.

### **ARTICLE IX - Working Conditions**

- A. The Board of Education will pay for all bus driver physical examinations to the extent of the physical examination required by State law. The examination will be by a licensed physician. If the physician examination and medical services go beyond the physical examination needs prescribed by the State, the bus driver will be required to pay for said additional expenses.
- B. The Board of Education may also demand that additional physical examinations be taken during the year. The Board will pay for said medical services to the extent of the request by the Board.
- C. All bus drivers are required to attend school for bus driver training programs which are approved by the Board of Education and/or the State of Michigan. Each driver will be paid his/her regular rate per class hour and mileage at the IRS rate per mile for use of the driver's personal vehicle to and from the meeting place as determined by the Transportation Supervisor. The Board, at its discretion, may provide a school vehicle.
- D. All bus drivers are required to have a valid State of Michigan Commercial Driver's License. The first commercial driver's license is a requirement for the position and shall be paid for by the driver. The Board of Education will pay for renewal of Commercial Driver's License fees.
- E. Whenever new buses are purchased and delivered to the School District, the Transportation Supervisor will meet with the officers of the Bus Drivers Association to determine the assignment of buses to the appropriate drivers. In the event the officers and supervisor cannot agree upon the assignment of buses, the Superintendent of Schools will make the assignment and his/her decision will be final.

## **ARTICLE X - Paid Leaves of Absence**

- A. All the full time and regular part-time employees with seniority shall earn sick leave at the rate of one (1) day per full calendar month of paid work. The unused sick leave days can be accumulated to 115 days as of October 1, 2004 for the duration of continuous employment, provided that employees will not be paid for a day of sick leave before they have earned it. Employees with more than 115 accumulated sick days as of October 1, 2004, shall not have those days reduced other than through the use of sick days but shall not be allowed to accumulate days so long as the employee has more than 115 days.
- B. Leave of absence with pay chargeable against the employee's accumulative sick leave will be granted for the following:
1. Personal illness of the employee.
  2. Illness or emergency in the immediate family of the employees (limited to spouse, parent, child or, upon written request of the employee and with approval of the Superintendent in his discretion, someone living in the employee's household) up to five (5) days in a fiscal year. Upon written request of an employee to the Superintendent with an explanation regarding why the employee believes use of additional paid sick leave time is needed, the Superintendent in his discretion may approve up to an additional three (3) of the employee's paid sick leave days for use by the employee. Any such approval by the Superintendent will not constitute a precedent or past practice for any purpose. Employees shall provide a medical statement confirming that the employee is medically needed.
  3. Medical or dental appointments which cannot be taken care of outside of the employee's working hours.
  4. **BEREAVEMENT**
    - (a) A maximum of three (3) consecutive work days not chargeable to sick leave, one of which will be the date of the funeral, with two additional days chargeable to sick leave on request of the employee, for the death of a member of the employee's immediate family or relative who lives in the house of the employee.
    - (b) A maximum of three (3) days for death of a relative.
    - (c) An employee may be given a maximum of three (3) days (chargeable to sick leave) to attend funeral services of a person whose relationship to the employee warrants such attendance. The employee is obligated to get approval of the administration prior to such leave.

5. Any employee, who is absent because of an injury or illness compensable under the Michigan Workers' Compensation Law, shall have a choice of receiving only the Compensation Insurance payment or the difference between the Compensation payment and his regular salary. If the employee chooses the payment of the difference by the Board, deductions will be made from the employee's accumulative sick leave days at a rate of one fifth (1/5) day for each full day of absence until the accumulative sick leave has been used.
  6. Additional absences, if approved by the Employer, shall result in deduction of pay on a per diem basis including cost of health insurance benefits.
  7. An employee who is going to be absent must notify his/her supervisor at least one hour before starting time except in case of emergency.
- C. Leaves of absence with pay not chargeable against sick leave shall be granted for the following:
1. The Board agrees that in the event of the death of a school employee, the School should extend the proper expression of sympathy which would include allowing some employees, who so desire, to attend the funeral services providing those services are held locally. Employees requesting such leave shall be required to give at least twenty four hour notice that they would like to attend said service. The Board retains the right to determine the number of employees to be excused.
  2. Absence when an employee is called for jury duty and required by law to serve on a jury, but payment shall be the employee's normal pay less the jury pay excluding reimbursements for travel pay and expense. Employee shall furnish record of jury pay.
  3. Court appearance as a witness in a case connected with the employee's employment by the School, or in support of litigation initiated by the School but not in a case brought by the employee or Association against the Employer if the employee is testifying against the Employer.
  4. Approved visitation at other schools or attendance at educational conference or conventions for which approval has been given in advance by the Board.
  5. Time necessary to take mandatory physical examination as required by law.
  6. Two days may be used for personal business providing that the employee requests such leave at least forty-eight (48) hours in advance. Not more than three (3) employees per department will be allowed to take said business day on same day, and no business day will be granted the day before or the day after a holiday or vacation period unless the employee proves that the business cannot be delayed to some other day. A personal business day can only be used for business that cannot be done at any other time. To use the personal business days, the employee will submit to the

supervisor a personal business day request form with a written explanation for the requested day. Personal business days will not be charged against sick time. If unused, those personal days would become part of the employee's accumulated sick leave. An employee may not take a personal day on a day that is not a scheduled work day.

D. Definition of terms:

1. "Immediate family" shall include father, mother, husband, wife, child, grandchild, sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, step-child and foster child.
2. "Relative" shall include grandparents, uncle, aunt, first cousin, niece and nephew.
3. "Per Diem Basis" shall be the daily pay rate of the employee.

E. All employees returning to work from a disability leave of absence may be required to present a physician's certificate indicating the employee is medically able to return to work or a medical excuse for such absenteeism.

F. A physician's verification of illness or disability may be required when an illness or disability exceeds three (3) days' duration or where the employer suspects misuse or abuse of leave; the verification must be furnished as soon as possible, but in not more than two (2) workdays, if requested by the immediate supervisor.

G. Union Leave: Up to ten (10) days per year, July 1, to June 30, may be used for Union business including participating in negotiations or attending Union meetings or conventions. The Union and employer shall share the cost of the employee's wages, retirement, insurance and substitute costs, if any. Union leave requests shall be made five (5) business days in advance to the Superintendent's office except in case of emergency. The Superintendent may grant up to five (5) employees Union leave for any particular day.

## **ARTICLE XI - Working Hours**

### **A. Maintenance/Groundkeeper**

1. The Employer, in consultation with the Union, shall determine the starting and ending time of all regular shifts on a normal work day.
2. The regular full day shall consist of eight (8) consecutive hours per day, Monday through Friday, forty (40) hours per week.
3. The normal week is forty (40) hours. Employees will be paid time and one-half for work exceeding forty (40) hours per week.
4. Maintenance/Groundkeeper Employees will be provided thirty (30) minutes off for lunch, not included in the eight (8) hour period. The Employer shall establish when the normal lunch period will be after consultation with the Union.
5. Employees may take a rest break during each four (4) hour period; not to exceed fifteen (15) minutes each. The Employer shall establish when the normal break period will be after consultation with the Union.
6. All Saturday and Sunday work shall be paid at the rate of time and one-half.
7. Except as otherwise provided, all overtime shall be voluntary and shall be offered to the full-time building employees on a seniority rotation basis. If none of these employees accept the overtime, it shall be offered to the full-time employees on a district-wide seniority by classification rotation basis. If none of these employees accept the overtime, it shall be assigned to a regular part-time employee on a seniority rotation basis. It is also agreed that when overtime is offered and the overtime is refused, the employee who refuses will still be credited the overtime as though he/she has worked it. The maintenance/groundskeeper supervisor and the Union will equalize the overtime hours worked by the regular full-time building employees.
8. For the purpose of awarding overtime, Graduation shall be considered a High School building event.
9. When scheduling overtime, employees shall be given forty-eight (48) hours prior notice when possible.

### **B. Bus Drivers**

1. The transportation supervisor and the union will equalize the number of extra trips taken by the regular drivers during the school year by using the seniority rotation basis. New drivers will be eligible for the extra trips at the beginning of a new roster.
2. All bus drivers will be paid time and one-half for work exceeding forty (40) hours per week.

C. Food Service

1. Food service employees who work six (6) or more hours will be given two fifteen (15) minute breaks in a scheduled shift. Those working four (4) or more hours, but less than six (6) hours, will be given one fifteen (15) minute break.
2. All overtime hours are subject to pre-approval by the supervisor.
3. Building events that are held within a building/kitchen, that are not part of the normal day and require Food Service, the food service employees of that building would be asked to work first. If no employee from the building wants to work, the seniority rotation procedure would be used from the food service employees of the other buildings.
4. Food Service employees will be paid their regular hourly rate for training pertaining to their job that is required by the Employer.

D. Notwithstanding the foregoing, the number of work days per year and the number of work hours per day and per week for each employee and the scheduling of those days and hours will be determined by the Employer in its discretion.

**ARTICLE XII - Holidays**

A. Full time (12 month) Maintenance/Groundskeeper employees shall receive the following holidays with full pay. Part-time employees will also receive the following holidays at their pro-rated rate.

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day  
New Year's Day  
Good Friday – unless school is in session  
Memorial Day  
July 4<sup>th</sup>

B. Bus drivers and food service employees shall receive the following holidays with full pay.

Labor Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day  
New Year's Day  
Memorial Day  
Good Friday - unless school is in session

Drivers who work on Good Friday when others are not working will receive Holiday pay in addition to their regular pay.

- C. Employees will be paid time and one-half for the four (4) hours worked on Christmas Eve and New Year's Eve afternoons.
- D. To be eligible for holiday pay the Employee must work the last scheduled work day immediately preceding and first scheduled work day immediately following the holiday.

### **ARTICLE XIII - Unpaid Leaves of Absence**

- A. A maximum leave of absence of one (1) year without pay shall be granted an employee desiring to further his/her education, providing said education is in a field of study related to the employee's current assignment. When the employee provides evidence of completion of the educational experience for which the leave was given, the regular step increment for this year shall be allowed. An increment will not be given to the employee who does not complete a full year of additional educational experience as prescribed in the request for said leave which has been approved by the Board.
- B. Military leave of absence without pay shall be granted according to the provisions of Michigan and federal law. An employee shall be entitled to the step increments and seniority for military service time as required by law. Employees required to fulfill annual training duty with reserve units, which conflict with the school calendar, shall be given leave without pay.
- C. Employees who are elected offices of the State or National Association shall be given a leave of absence without pay for purposes of performing duties of the Association. Employees given such leave of absence shall not be given credit for annual step increment. Such leave shall not exceed the term of office held by the employee.
- D. With at least thirty (30) days written notification to the Board (shorter notice will be accepted where the need for leave is not foreseeable) stating the nature of the child care or emergency situation, any employee who has at least one (1) year of employment may be given a maximum unpaid leave of absence of up to one (1) year for personal disability, for child care or immediate family emergencies. Said employee will forfeit all rights to re-employment if he/she accepts other employment during the leave of absence.
- E. An employee who has been employed five (5) years in the Oakridge Public Schools can request a one (1) year unpaid leave of absence if the certain criteria and procedures outlined below have been met. Each request for the unpaid leave of absence will be considered on its individual merits. The applications shall be submitted in accordance with the provisions of this Article. The particular circumstances surrounding each leave will be reviewed by the Board with the understanding that its decision will in no way establish a precedent. The decision of the Board as to whether such leave shall be granted is final.
  - 1. The employee can request only one such leave every seven (7) years and not consecutive. The number of employees who can be on leave during any one year shall be determined by the Board.

- F. The following conditions shall apply to all of the above unpaid leaves of absence referred to in this Article:
1. Step increment shall not accrue (except as required by law for military leaves and FMLA leaves) but position on the pay schedule shall be retained. Position shall be determined as that held by the employee at the time the leave was granted.
  2. Sick leave shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.
  3. Other fringe benefits shall not be paid, except as otherwise required for employees eligible under the Family and Medical Leave Act.
  4. Time spent on an unpaid leave cannot be added to the employee's seniority, except as required by law for military leaves.
  5. Requests for unpaid leaves shall be in writing at least sixty (60) calendar days preceding the start of the leave, except for leaves taken under the Family and Medical Leave Act where thirty (30) days notice is required for foreseeable leaves.
  6. The employee on leave must give written notice that he/she desires to return to work ninety (90) days prior to the end of the leave of absence and may return at the beginning of the school year or at the beginning of the second semester unless agreed otherwise by the employee and the Superintendent.
  7. Employees returning from leave under this Article shall be entitled to the following reinstatement rights:
    - a. An employee returning from military leave or leave taken under the Family and Medical Leave Act will be reinstated to his/her former classification at the conclusion of those leaves, to the extent required by those statutes if a position for which he/she is qualified exists.
    - b. An employee returning from leave longer than ninety (90) days, other than those leaves referred to in (F)(1) above, shall be reinstated to a position held by the least senior member within the employee's classification with the same hours and benefits assuming that the returning employee has more seniority.



#### **ARTICLE XIV - Vacations**

- A. All full-time (12 month) and regular part-time (over 20 hours per week) maintenance/groundskeeper employees, working twelve (12) months per year and averaging 25 hours or more per week shall earn vacation time according to the following schedule.

- 1 week after 1 year of service
- 2 weeks after 2 years of service
- 3 weeks after 7 years of service, 1 week of which must occur during summer
- 4 weeks after 12 years of service, 2 weeks of which must occur during summer
- 5 weeks after 20 years of service, 2 weeks of which must occur during summer

Vacation pay hours for regular part-time maintenance/groundskeeper employees shall be figured by dividing the number of hours worked in a year by the number of days worked during the same time period.

- B. Vacations will be scheduled in the supervisor's discretion with preference given according to seniority. Vacation time shall be figured from seniority date rather than by the fiscal year. Up to forty (40) hours may be carried into the following year with the permission of the Superintendent.
- C. Vacation pay shall not exceed (40) hours pay at the employee's regular rate for each week of the vacation.
- D. If an employee is laid off or retires, he/she will receive any unused vacation credit. A recalled employee, who received credit for vacation at the time of layoff, will have such credit deducted from his vacation the following summer.
- E. Employees will not be given credit for vacation time during periods of leave of absence.
- F. Regular part-time employees working less than twelve (12) months in any one fiscal year shall not be eligible for vacation pay.

**ARTICLE XV - Compensation**

A. Wages:

The wage schedules for 2010-2011 and 2011-2012 are attached as set forth below. Step level advancements will be paid to eligible employees for the 2010-2011 school year.

Effective with the conclusion of the 2010-2011 school year, employees shall remain at their step level placement as of the 2010-2011 school year. If and when step advancement occurs after 2010-2011, an employee eligible for step advancement will move to the next step in relation to their 2010-2011 step placement.

<b>Maintenance/Groundskeeper</b>			
<b>Step</b>	<b>10-11</b>	<b>11-12</b>	
1	14.15	14.15	
2	14.52	14.52	
3	14.85	14.85	
4	15.31	15.31	
5	15.69	15.69	
6	16.11	16.11	
7	16.45	16.45	
8	16.76	16.76	
9	17.16	17.16	
10	17.60	17.60	

<b>Bus Drivers</b>			
<b>Step</b>	<b>10-11</b>	<b>11-12</b>	
1	12.70	12.70	
2	13.08	13.08	
3	13.45	13.45	
4	13.80	13.80	
5	14.20	14.20	
6	14.60	14.60	
7	14.99	14.99	
8	15.31	15.31	
9	15.64	15.64	
10	16.11	16.11	

<b>Cooks</b>			
<b>Step</b>	<b>10-11</b>	<b>11-12</b>	
0	10.40	10.40	
1	10.72	10.72	
2	11.03	11.03	
3	11.36	11.36	
4	11.71	11.71	
5	12.02	12.02	
6	12.34	12.34	
7	12.68	12.68	
8	13.01	13.01	
9	13.32	13.32	
10	13.63	13.63	

- \* Bargaining unit members at least two weeks prior to the first day of work each school year shall notify the payroll office in writing of their selections for 26 pays. Employees may not alter the number of pays once selected.
- B. Downtime - The down-time (non-driving hours of employment) will be paid at the regular hourly rate as established in the pay schedule for the duration of the contract with the exception of Sports Runs and Field Trips which down time rate shall be \$9.00/hour.
- C. Double Runs - Drivers will be paid for additional time worked, as determined by the Supervisor in consultation with the driver, for taking a requested double run.
- D. Washing Buses – Drivers will be paid for one (1) hour per month per bus for nine (9) months at the driver’s regular hourly rate for washing buses. Any additional washes would require prior approval of the Transportation Supervisor.
- E. Experience Credit - Employee's under this contract who are new to the Oakridge District may be allowed credit for experience in other districts at the option of the Administration.
- F. Full payment will be paid for in District runs according to hours worked.
- G. The most senior drivers will take buses for repairs during the summer months and will be paid their regular hourly wages.
- H. A bus driver will receive \$6.00 per meal for some all day trips to be determined and approved by the Transportation Supervisor.
- I. All employees may present a non-transferrable District provided photo ID that will allow themselves and one guest to enter all home team athletic events, plays, and performances for free, excluding student sponsored or student fund raising activities and other activities not covered where employee attendance would cost the School or a School connected organization loss of revenue or added expense.

- J. The Board will pay a driver at the regular rate for a bus disciplinary conference held with parents and called by the Transportation Supervisor.
- K. The Board will provide each driver with an extension cord and flashlight including batteries as needed to be kept in the bus.
- L. Bus drivers shall be paid their regular hourly wage for any meetings they are required to attend.
- M. Mileage will be paid equal to the current allowance, as established by the Internal Revenue Service.
- N. Longevity payment:
  - 1. The following longevity payment will be in effect for all bargaining unit members for the duration of this contract. Longevity pay will remain the same as it was in 2010-11 (no one will receive an increase in longevity pay 2011-12). If and when longevity advancement occurs after 2010-2011, an employee eligible for longevity advancement will move to the next step in relation to their 2010-2011 step placement.
    - 10 to 15 years of service ---- 4%
    - 16 to 20 years of service ---- 4.5%
    - 21 years and over ----- 5.25%

Longevity will be computed on an individual's base rate, (hourly wage) x total number of regular hours worked, including holidays and vacations, per year x appropriate percentage listed above. The following will be used to calculate longevity:

Maintenance/groundskeeper:

Hourly wage x regular hours worked x percentage = longevity amount  
 Regular hours are normal weekly hours (not included: extra hours worked in summer months, hours for subbing or overtime hours).  
 Based on 52 weeks.

Transportation:

Hourly wage x regular hours worked x percentage = longevity amount  
 Regular hours are regularly scheduled everyday run hours (not included: special trip hours, subbing hours or bus wash hours). Based on 36 weeks (50 weeks if driver works through the summer).

Food Service: Hourly wage x regular hours worked x percentage = longevity amount  
Regular hours are normal weekly hours (not included: extra hours worked in summer months, hours for subbing or overtime hours).  
Based on 36 weeks.

Longevity will be prorated as follows:

First payment to be made last pay in June following 10<sup>th</sup> anniversary date.

Anniversary Date - July 1 - Jan. 30	= full year earned
Anniversary Date - Jan. 30 - June 30	= ½ year earned

- O. RETIREMENT - Any employee who retires under the Michigan Public Schools Employee Retirement System shall be paid for accumulated sick leave days as follows:

First 150 days	\$9.50/day
151 - 200 days	13.00/day
201+	17.00/day

Reimbursement under this provision shall be limited to 115 days unless the employee retires with ten (10) or more years of service with the District.

## **ARTICLE XVI - Miscellaneous**

- A. This Agreement shall be binding upon parties hereto.

The Union agrees that the Employer has the right to hire part-time and/or seasonal custodial and maintenance employees, and to establish the wages, hours and working conditions for said part-time and seasonal employees.

- B. Bus drivers and food services employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs or health conditions as defined by the city, county, or state health authorities, will be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will not be paid.

Maintenance/groundskeeper employees will work on scheduled days of student instruction which are not held because of inclement weather and will be paid their regular rate of pay for such days. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days. This provision is subject to the laws of the State of Michigan and the school calendar agreed to by the Oakridge Board of Education.

- K. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2001 Public Act 4.

## **ARTICLE XVII - No Strike - No Lockout**

- A. Association/Employee Application. During the life of this Agreement, the Association agrees on behalf of itself and the employees that there will be no concerted absence from work, cessation or interruption of work or strikes or picketing of the Employer's buildings or premises. The Association agrees it will take all reasonable affirmative action to prevent or stop any or all such activity above mentioned by notifying the employees that it disavows these acts.
- B. Employer Application. The Employer, for its part, agrees that there shall be no lock-out during the term of this Agreement.

## ARTICLE XVIII - Fringe Benefits

### Effective for the 2010-11 School Year:

Plan A - For all full-time maintenance/groundskeepers, 12 month bus drivers and food service employees working more than 6.5 hours per day needing health insurance:

Select either:

MESSA SuperCare 1 (Revised-2003) (Preferred Rx). This plan shall have a \$5/\$10 prescription co-pay, \$100/\$200 deductible; employee pays the premium difference between SuperCare 1 and MESSA Choices II, \$10/\$20, based on employee status (single, two person, full family).

OR

MESSA Choices II with a \$10/\$20 prescription co-pay; fully Board paid.

Plan A shall also provide:

Delta Dental Plan E/007 (80/80/80/1300); Sealant Rider, COB  
Negotiated Life \$30,000.00; AD & D, WOP  
Vision VSP-3 Plus, COB  
LTD 66 2/3%; \$5000 monthly maximum benefit; 60 day CDMF; No COLA

Plan B - For all full-time maintenance/groundskeepers, 12 month bus drivers and food service employees working more than 6.5 hours per day not electing health insurance:

Delta Dental Plan E/007 (80/80/80/1300); Sealant Rider, COB  
Negotiated Life \$30,000.00; AD & D, WOP  
Vision VSP-3 Plus, COB  
LTD 66 2/3%; \$5000 monthly maximum benefit; 60 day CDMF; No COLA

In addition, those selecting Plan B will receive \$175.00 cash reimbursement per month upon ratification by both parties.

Plan C - For part-time maintenance/groundskeepers, all bus drivers working more than three (3) hours per day and food service employees working more than three (3) hours per day needing Health Insurance, for a full twelve (12) month period for the employee and his/her entire family (except where noted) and any other eligible dependents (except where noted) as defined by MESSA:

Select either:

MESSA SuperCare 1 (Revised-2003) (Preferred Rx) – employee only. This plan shall have a \$5/\$10 prescription co-pay, \$100/\$200 deductible; employee pays the premium difference between SuperCare 1 and MESSA Choices II, \$10/\$20, based on employee status (single, two person, full family).

OR

MESSA Choices II with a \$10/\$20 prescription co-pay – employee only; fully Board paid.

Plan C shall also provide:

Delta Dental Plan - E/007 (80/80/80/1300); Sealant Rider, COB

Negotiated Life - \$30,000.00 AD & D; WOP

Vision - VSP-3 Plus; COB

LTD 66 2/3%; \$5000 monthly maximum benefit; 60 day CDMF; No COLA

Plan D - For part-time maintenance/groundskeepers, all bus drivers working more than three (3) hours per day and food service employees working more than three (3) hours per day but less than 6.5 hours per day not electing Health Insurance:

Delta Dental Plan - E/007 (80/80/80/1300); Sealant Rider, COB

Negotiated Life - \$30,000.00 AD & D; WOP

Vision - VSP-3 Plus; COB

LTD 66 2/3%; \$5000 monthly maximum benefit; 60 day CDMF; No COLA

In addition, those selecting Plan D will receive \$88.00 cash reimbursement per month.

### **July 1 – October 31 of the 2011-12 School Year**

All coverages shall stay the same as the 2010-11 school year except the Employees eligible for insurance shall contribute 10% of the premium cost to the District.



**Effective November 1, 2011**

**Plan A**

The Employer shall provide to each Maintenance/Groundskeeper employee who works full time and each Food Service employee who works 6 or more hours per day the following insurance coverage for a full twelve (12) month period for the employee and his/her entire family and any other eligible dependents as defined by the policy. The employee shall sign an Employer participation agreement.

Priority Health POS HSA Min Plan with \$1,200/\$2,400 in-network deductible (\$3,000/\$6,000 out-of-network); \$10/\$40 prescription co-pay (after deductible). The Board will fund the Health Savings Account (HSA) equal to the amount of the in-network deductible as applicable.

Plan A also provides:

Dental Plan (with COB) (80/80/80/80-1300); Sealant Rider  
Negotiated Life \$30,000 AD & D and WOP  
Vision (with COB) VSP-3 Plus  
LTD (66 2/3%; \$5,000 monthly maximum benefit; 60 day CDMF; no COLA)

Employees electing Plan A will be responsible for 20% of the premium (or representative premium) cost, which amount will be payroll deducted on a pre-tax basis through a Section 125 Plan through automatic payroll deduction.

Each full-time Maintenance/Groundskeeper employee who works full time and each Food Service employee who works 6 hours per day not electing Plan A will select Plan B.

**Plan B**

Full-time Maintenance/Groundskeeper employees who work full time and Food Service employees who work 6 or more hours per day not electing Plan A:

Dental Plan (with COB) E/007 (80/80/80/1300): Sealant Rider  
Negotiated Life \$30,000 AD & D and WOP  
Vision (with COB) VSP-3 Plus  
LTD (66 2/3%; \$5,000 monthly maximum benefit; 60 day CDMF; no COLA)

Employees electing Plan B will be responsible for 20% of the premium (or representative premium) cost, which amount will be payroll deducted on a pre-tax basis through a Section 125 Plan through automatic payroll deduction.

In addition, those selecting Plan B will receive \$175.00 per month in lieu of Plan A.

Plan C

The Employer shall provide to each Maintenance/Groundskeeper employee who works part-time, each Food Service employee who works 6 hours or more per day, and each bus driver who works 4 or more hours per day (based on Regular/Special Education Runs) the following insurance coverage for a full twelve (12) month period for the employee only as defined by the policy. The employee shall sign an Employer participation agreement.

Priority Health POS HSA Min Plan with \$1,200 in-network deductible (\$3,000 out-of-network); \$10/\$40 prescription co-pay (after deductible). The Board will fund the Health Savings Account (HSA) equal to the amount of the in-network deductible as applicable.

Plan C also provides:

Dental Plan (with COB) (80/80/80/80-1300); Sealant Rider

Negotiated Life \$30,000 AD & D and WOP

Vision (with COB) VSP-3 Plus

LTD (66 2/3%; \$5,000 monthly maximum benefit; 60 day CDMF; no COLA)

Employees electing Plan C will be responsible for 20% of the premium (or representative premium) cost, which amount will be payroll deducted on a pre-tax basis through a Section 125 Plan through automatic payroll deduction.

Each Maintenance/Groundskeeper employee who works part-time, each Food Service employee who works 6 or more hours per day, and each bus driver who works 4 hours or more per day during the school year not electing Plan C will select Plan D.

Plan D

Maintenance/Groundskeeper employees who work part-time, Food Service employees who work 6 or more hours per day, and bus drivers who work 4 or more hours per day (based on Regular/Special Education Runs) during the school year not electing Plan C.

Dental Plan (with COB) E/007 (80/80/80/1300): Sealant Rider

Negotiated Life \$30,000 AD & D and WOP

Vision (with COB) VSP-3 Plus

LTD (66 2/3%; \$5,000 monthly maximum benefit; 60 day CDMF; no COLA)

Employees electing Plan D will be responsible for 20% of the premium (or representative premium) cost, which amount will be payroll deducted on a pre-tax basis through a Section 125 Plan through automatic payroll deduction.

In addition, those selecting Plan D will receive \$175.00 per month in lieu of health insurance.

Food Service employees working less than (6) hours per day and Transportation employees working less than 4 hours per day during the school year shall not be eligible for insurance coverage.

**ARTICLE XIX - Duration of Agreement**

This Agreement shall be from September 7, 2011 and shall continue in effect until June 30, 2012.

The Union and the Board further agree to the use of "Letters of Agreement" to address contractual items that bring hardship upon either party due to circumstances outside of either control.

OAKRIDGE PUBLIC SCHOOLS  
BOARD OF EDUCATION

  
\_\_\_\_\_  
Its President

Dated: 9-7-11

  
\_\_\_\_\_  
Its Secretary

Dated: 9/7/11

OAKRIDGE EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION MEA/NEA

  
\_\_\_\_\_  
Its President

Dated: 9-7-11

  
\_\_\_\_\_  
Its Secretary

Dated: 9-7-11

**APPENDIX A – Grievance Form**  
**OAKRIDGE PUBLIC SCHOOLS**  
**AND**  
**OESPA**  
**GRIEVANCE FORM**  
**(See Article V of Contract)**

Grievance: \_\_\_\_\_  
(year) (number)

\_\_\_\_\_  
(Name of Grievant) (Position) (Building) (Immediate Supervisor)

**Informal Step (Section C 1)**

\_\_\_\_\_  
(Date Grievance Occurred) (Date of informal meeting with Immediate Supervisor)

**1<sup>st</sup> Formal Step (Section C 2)**

\_\_\_\_\_  
(Date formal written grievance filed with Immediate Supervisor)

\_\_\_\_\_  
(Signature of Immediate Supervisor)

Statement of how the Agreement is claimed to be violated:

Articles and Sections of Agreement claimed to be violated:

Relief sought:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Grievant)

\_\_\_\_\_  
(Date received by Immediate Supervisor)  
**(Section C 3)**

\_\_\_\_\_  
(Signature of Immediate Supervisor)

\_\_\_\_\_  
(Date of meeting)

Disposition of Immediate Supervisor:

\_\_\_\_\_  
(Date of Disposition)

\_\_\_\_\_  
(Signature of Immediate Supervisor)

\_\_\_\_\_  
(Date received by Grievant)

\_\_\_\_\_  
(Signature of Grievant)

\_\_\_\_\_  
(Date received by Ass'n representative)

\_\_\_\_\_  
(Signature of Ass'n representative)

Position of Grievant:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Grievant)

Position of Ass'n:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Ass'n representative)

**2<sup>nd</sup> Formal Step (Section C 4)**

\_\_\_\_\_  
(Date received by Superintendent)

\_\_\_\_\_  
(Signature of Superintendent)

Disposition by Superintendent:

\_\_\_\_\_  
(Date of disposition by Superintendent)

\_\_\_\_\_  
(Signature of Superintendent)

\_\_\_\_\_  
(Date of receipt by Grievant)

\_\_\_\_\_  
(Signature of Grievant)

\_\_\_\_\_  
(Date of receipt by Ass'n representative)

\_\_\_\_\_  
(Signature of Ass'n representative)

Position of Grievant:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Grievant)

Position of Ass'n:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Ass'n representative)

\_\_\_\_\_  
(Date received by Superintendent)  
**Optional (Section C 4 b)**  
**If submitted to Board**

\_\_\_\_\_  
(Signature of Superintendent)

Position of Board:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Board President)

\_\_\_\_\_  
(Date received by Grievant)

\_\_\_\_\_  
(Signature of Grievant)

\_\_\_\_\_  
(Date received by Ass'n representative)

\_\_\_\_\_  
(Signature of Ass'n representative)

Position of Grievant:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Grievant)

Position of Ass'n:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Ass'n representative)

\_\_\_\_\_  
(Date received by Superintendent)

\_\_\_\_\_  
(Signature of Superintendent)

## **APPENDIX B - Job Classifications**

### **Maintenance/Groundskeeping Department**

1. Maintenance/Groundskeeper

A Maintenance/Groundskeeper employee is in charge of the entire maintenance for the District and outside grounds and landscaping of the District. The Maintenance/Groundskeeper shall be responsible to the maintenance/grounds supervisor, building principals, and Superintendent.

### **Food Service Department**

1. Head Cook

Food service employee who is in charge of a particular kitchen and is responsible to the Food Service Director.

2. Kitchen Helper

Food service employee who assists the head cook and is responsible to the head cook and the Food Service Director.

### **Transportation Department**

a. Bus Drivers

During the life of this contract, the District shall review all job descriptions and job expectations; and with the consultation of the employees of the bargaining unit shall update all job descriptions and job expectations.



### **APPENDIX C - Bus Discipline**

1. Drivers shall maintain reasonable and orderly discipline on their buses.
2. Minor misbehavior problems shall be handled by the bus driver. Warning slips will be issued to students when necessary. The parent or guardian of the student must sign the slip for the student to board the bus the next day. If a parent refuses to sign the slip the matter should be turned over to the building principal.
3. Persistent misbehavior or problems that may require a student to be denied bus riding privileges shall be discussed with the building principal.
4. In the case of a student being denied riding privileges, it shall be the responsibility of the building principal to inform the child and to contact the child's parent or guardian.
5. Corporal punishment of children by the drivers shall not be permitted.

## APPENDIX D

### **Job Description – Maintenance/Groundskeeper**

A Maintenance/Groundskeeper employee is in charge of the entire maintenance, outside grounds, and landscaping of the District. The Maintenance/Groundskeeper shall be responsible to the maintenance/grounds supervisor, building principals, and Superintendent. The Maintenance/Groundskeeper job responsibilities shall include, but not be limited to, the following:

1. Prepares seeding or transplanting beds by cultivating soil and adding fertilizer or chemicals, if needed.
2. Plants seeds, bulbs, tree seedlings and shrubbery so that resulting growth will produce an attractive appearance.
3. Experiments with different varieties of lawn seeds to determine those best suited to the soil.
4. Prunes trees and trims hedges to promote growth and improve appearance.
5. Mows lawn with hand or power mowers and tools.
6. Maintains and connects sprinkling equipment and waters lawns and flowerbeds.
7. Inspects flowers, shrubs and trees for evidence of insects, fungi and other pests and sprays or dusts chemicals on infected areas.
8. Adjusts and repairs such equipment as lawnmowers, sprinklers and hedge shears, etc.
9. Plows and shovels snow from sidewalks and driveways, spreads sand, and salt to prevent slipping as directed.
10. Collects and disposes of leaves and refuse.
11. Repairs outdoor chairs, benches, fences.
12. Paints lines on sports and practice fields.
13. Assists in the inter-school transfer of supplies, mail, and equipment.
14. Responsible for the maintenance of the buildings in the District. Buildings shall be checked once per week for maintenance needs. The employee shall report all problems to the Supervisor who shall discuss it with the personnel involved.
15. Maintains the District's building security system and assist the Supervisor in monitoring security procedures.
16. Reports to work during emergency situations as directed, if possible.
17. Sets up equipment for special events, elections, meetings, and public events if requested.
18. The employee must be able to do maintenance in plumbing, electrical, carpentry, and other skilled trades
19. Maintains the boiler and heating systems used by the District
20. Maintains any and all ground keeping equipment used by the District and any or all duties deemed necessary to the successful operations of the School District.
21. Develops a regular preventive maintenance schedule with the maintenance supervisor.
22. Other duties as may be assigned by the supervisors (including custodial duties).

Other qualifications and clarification:

1. Maintenance and ground operations are considered interrelated and not separate functions.
2. Must have experience, if possible, in maintenance and grounds keeping work.

3. Must respond appropriately to maintenance work orders in a timely manner.
4. Must be able to take initiative in maintenance and grounds needs throughout the District.
5. Must dress appropriately. The Board will furnish two (2) uniforms per year. All employees in this classification will wear their uniform while on duty.
6. Must be able to work well with all other employees, third party contractors, students, parents, others.
7. Must take pride in his work.
8. Must relate well to the worker's superiors and follow their directions.
9. Must have the ability to understand and follow simple oral and written directions and must have the ability to read and write.
10. Must be able to perform all essential job functions including physical tasks.
11. Must maintain regular and reliable attendance and punctual arrival to work.
12. Must maintain confidentiality requirements.

## APPENDIX E

### **Job Description – Head Cook**

#### **SUMMARY:**

Prepare and serve nutritious and attractive meals for consumption in the school cafeteria by performing the following duties.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Prepare and serve nutritious and attractive meals.
2. Assist with meal production as directed.
3. Direct and maintain strict safety, sanitation and cleanliness standards and practices in all food service areas as required by federal, state, local and District regulations and policies including, but not limited to:
  - Scrubbing counters and work areas daily or as necessary.
  - Washing and cleaning all serving utensils.
  - Wearing appropriate uniform, gloves, etc.
4. Operate production equipment and dishwashing equipment.
5. Compile and maintain appropriate records and forms for federal, state and local regulations as directed.
6. Serve students and staff in a consistent and pleasant manner including, but not limited to:
  - Maintaining the highest standards of safety and cleanliness according to guidelines established by District and federal, state and local agencies.
  - Assembling and monitoring food and supplies for service to students.
  - Monitoring student food consumption during meal periods for reimbursable meal qualification at point of service.
  - Meet and service the needs of customers in a timely fashion and in a pleasant and appropriate manner.
7. Receive, stock, display, present and inventory food and supplies as directed.
8. Operate a cash register/POS terminal.
9. Public relations as appropriate and necessary.
10. Assist with coordination and implementation of sales promotions in facility.
11. Understand and determine qualified reimbursable meals and components of such meals.
12. Assist in promoting and achieving a high level of customer satisfaction.
13. Assist in coordination of events and activities.
14. Coordinate meal production.
15. Other duties as assigned by Director and/or designee.

**QUALIFICATIONS:**

1. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
2. Ability to interact positively with children, adolescents and adults.
3. Successful demonstration of food service meal production and presentation skills.
4. Knowledge and ability to maintain high standards of sanitation and cleanliness in food production and personal practices.
5. Basic nutrition knowledge.
6. Knowledge and ability to operate quantity food production equipment.
7. Ability to utilize a computer as a tool of operation.

**EDUCATION AND/OR EXPERIENCE:**

High school diploma required. Successful food service experience preferred.

**LANGUAGE SKILLS:**

Successful demonstration of high levels of personal interaction and customer service in a service organization. Ability to effectively and positively communicate with students K-12.

**MATHEMATICAL SKILLS:**

1. Ability to operate a cash register or POS terminal and make cash sale transactions.
2. Ability to perform necessary arithmetic, keep accurate records of production and follow and adjust standardized recipes.
3. Excellent skills in cash transactions.

**REASONING ABILITY:**

The ability to be responsive to a variety of situations in a mature manner. The ability to analyze situations and develop appropriate solutions to problems.

**CERTIFICATES, LICENSES, REGISTRATIONS:**

Successful completion of food safety and sanitation classes as specified by Employer. Certification must be maintained.

**PHYSICAL DEMANDS:**

1. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

2. Ability to lift a minimum of 40 pounds.

**WORK ENVIRONMENT:**

Ability to perform in a fast paced environment. Possess the ability to respond to the needs of the operation at all times, including urgent situations. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**WORK SCHEDULE:**

Work year and schedule to be determined by the Director. Wages determined by collective bargaining agreement. Performance appraisal by Food Service Director.

**PERFORMANCE EXPECTATIONS:**

1. Recognize and portray a positive image in support of District goals, vision and policies.
2. Recognize, support and promote a team effort among staff in the delivery of service.
3. Reflect the philosophy of the Director in regard to program operations and management.
4. Timely communicate issues with the Director.
5. Maintain high standards of customer service and sustain exceptional customer relations.
6. Support and maintain a positive working environment.
7. Respect the issue of confidentiality at all times.
8. Must maintain regular and reliable attendance and punctual arrival to work.

## **Job Description – Kitchen Helper**

Included but not limited to:

1. Must be a team player.
2. Willing to assist in any aspect of food preparation, presentation, serving, and clean up as assigned by the Food Service Director and/or Head Cook.
3. Be willing to learn and apply proper serving and preparation methods in the kitchen.
4. Understand FIFO (first in first out) to rotate and store stock properly.
5. Meet and service the needs of a customer (children, staff and public) in a timely fashion as well as with a pleasant and appropriate manner.
6. Must adhere to all Health Department and Food Service Director Guidelines and regulations including, but not limited to, appropriate dress and hair restraints.
7. Understand and utilize proper cleaning and sanitizing methods in all areas of the kitchen.
8. Report illnesses and absences to the Food Service Director.
9. Be willing and able to take over in the event of the Head Cook's absence.
10. Other duties as assigned by the Food Service Director and/or Head Cook.
11. Must maintain regular and reliable attendance and punctual arrival to work.
12. Must maintain confidentiality requirements.

### **SKILLS**

Must have knowledge of and the ability to perform the following tasks:

Use kitchen equipment, learn and follow food codes including, but not limited to, critical control points (temperatures); ability to use a computer.

### **EDUCATION/EXPERIENCE**

1. High School Diploma
2. Food Service experience preferred

### **PHYSICAL DEMANDS**

Ability to lift a minimum of 40 pounds.

## APPENDIX F

### **Description of Types of Drivers**

1. REGULAR DRIVER. A driver that regularly drives established runs. . The time paid for said run is for the time determined by a time study. Prior to the bid meeting, the Transportation Supervisor shall establish the duration of time for each run by conducting a time study including all student stops [*Includes 15 minutes of pre-trip time*]. Thereafter, if regular drivers' actual driving time of regularly scheduled runs increases or decreases over 15 minutes per day, the applicable driver's run(s) shall be posted and rebid. The time paid for said run will then be the new actual driving time as determined by the Transportation Supervisor in consultation with the driver before the position is posted. Fueling time shall be paid at 15 minutes per fueling.
  
2. SPECIAL EDUCATION These are drivers that carry special needs children to and from school on an established daily run. The time paid for said run is for the time determined by a time study. Prior to the bid meeting, the Transportation Supervisor shall establish the duration of time for each run by conducting a time study including all student stops [*Includes 15 minutes of pre-trip time*]. Thereafter, if special education drivers' actual driving time of regularly scheduled runs increases or decreases over 15 minute per day, the applicable driver's run(s) shall be posted and rebid. The time paid for said run will then be the new actual driving time as determined by the Transportation Supervisor in consultation with the driver before the position is posted. Fueling time shall be paid at 15 minutes per fueling. The understanding that Special Education children generally need more time spent loading/unloading is a major factor in these runs. A special education driver must become qualified with the use of the lift and different types of connections for wheel chairs. All special education drivers must satisfactorily complete all mandatory special education driver training classes.



## **Job Description – School Bus Driver**

### **Personal Qualifications**

1. Enjoys working with children of all ages and be sensitive to their needs.
2. Excellent moral character and personal habits.
3. Dependable.
4. Possesses qualities of initiative, self-reliance, and leadership.
5. Neat, clean, and presentable.
6. Free from adverse effects of medication, alcohol, and drugs.
7. Uses respectable language at all time.
8. Emotionally stable.
9. High school graduate or equivalent.

### **Legal Requirements**

1. Ability to meet school bus driver certification requirements.
  - a. Michigan School Bus Driver Education course.
  - b. Commercial Driver Exam.
2. Commercial Driver Licenses with passenger endorsement.
3. Pass Michigan Department of Education license physical examination requirements.
4. Meet District/Michigan Department of Education competency levels of driving skills.
5. Meet District/Michigan Department of Education standards of past driving performance.
6. Meet Federal DOT drug/alcohol testing requirements.

### **Performance Abilities**

1. Operates all types of vehicles used to transport pupils.
2. Familiarity with geographic service area of District.
3. Knowledge of local, state, and federal rules, regulations, ordinances, and laws regarding school bus operation.
4. Alert and exercises good judgment concerning emergencies, disabled vehicles, and abnormal driving.

### **Responsibilities**

1. Follows established schedules/route.
2. Maintains appropriate fuel level of vehicle.
3. Maintains an acceptable standard of cleanliness of vehicle.
4. Monitors mechanical condition of vehicle by pre-trip inspection. Reports deficiencies to Mechanic using Daily Inspection Report.
5. Drives safely and defensively at all times.
6. Is prepared to conduct emergency evacuation drills.
7. Reports bus and/or student accidents/injuries to Transportation Supervisor or his/her designee.
8. Administers first aid as necessary.

9. Upholds District school bus passenger rules and regulations.
10. Maintains behavior logs as directed by Transportation Supervisor or his/her designee.
11. Prepares and submits Bus Conduct Reports to the Transportation Supervisor or his/her designee.
12. May be requested to attend a parent meeting by the Transportation Supervisor or his/her designee.
13. Maintains acceptable communications with Transportation Supervisor, staff, and the public.
14. Exhibits a positive image as a representative of the School District.
15. Must be able to perform all essential job functions including physical tasks.
16. Must maintain regular and reliable attendance and punctual arrival to work.
17. Performs other duties as assigned by Transportation Supervisor his/her designee.
18. Must maintain confidentiality requirements.

## **Transportation Workload and Assignment**

### **Definition of Runs**

1. **REGULAR RUN.** A “run” is the round trip daily transportation of students from a pick-up point to and/or from school to the designated drop-off point.
2. **SPECIAL EDUCATION RUN.** A “special education run” is the scheduled transportation of special education students, and may include PPI students.
3. **SPORT RUN.** A “sport run” is the transportation of students to and from an athletic contest. This includes teams and spectators. These runs are not considered field trips or field trips/shuttles.
4. **FIELD TRIP.** A “field trip” is the transportation of students from a school location to a site outside and/or inside the School District boundary. The driver remains at the site and returns with the students. A “field trip” will remain a “field trip” unless driver availability warrants a “field trip/shuttle”.
5. **FIELD TRIP/SHUTTLE.** A “field trip/shuttle” is the transportation of students from a school location to a site outside and/or inside the School District boundary. The driver does not remain at the school site and the same driver picks them up for the return to their school.

### **Sports Runs**

1. Sports runs shall be divided into three (3) rosters. These rosters shall be: Fall - Winter - Spring.
2. Sport run rosters shall consist of regular full-time drivers.
3. Regular full-time drivers must sign-up for each sport run roster they choose at the beginning of the school year.
4. Sport run rosters shall be arranged in order of seniority and assignments made, beginning with the most senior driver and in order of seniority from thereon.
5. If a “roster” sport run is turned down, it shall be assigned to the next driver on the “open” sport run rotation list.
  - a. The driver, who turned down the sport run, must wait until the next time his/her name comes up in the seniority rotation to take another trip.
6. Scheduled “roster” sport runs may be traded; the supervisor must be notified of the trade.
7. Sport runs not appearing on the sport run roster may not be traded and are considered “open” sport runs. Open sport runs are by seniority rotation beginning with the most senior driver signed up.
8. New regular full-time drivers will be eligible for sport runs at the beginning of the next season roster.
9. If a driver has been assigned a non-roster sport run and cannot take the run because of illness, he/she must wait until the next time his/her name comes up in the seniority rotation.
10. If an unscheduled or scheduled sport run is cancelled (not to be made up), the driver will take the first available sport run on the next posting, superseding seniority rule.
11. If a driver takes a sport run to a destination (related to a school activity) one day and the return trip is not until the next day or another day, the same driver or drivers shall return to bring the sport run back to the school.

12. Except for an emergency, drivers shall be notified at least twelve (12) hours in advance for a run.
13. Sport runs are not considered field trips or field trip/shuttles.
14. Any error in the assignment of trips shall be corrected only through assignment of the next available trip. The affected driver has five (5) working days to inform the supervisor in writing that an error was made. An error shall supersede a cancelled trip.
15. On the sports run or open sport run roster, if a trade is made or a run is taken and then turned back in at the last minute, for reasons other than a proven medical emergency or death in immediate family, the driver will lose his/her next turn on the open sports run seniority rotation.
16. On overnight sports runs the driver will remain in service until the last location is reached for the evening. The driver shall go back in service beginning with the time preceding the leave that it takes to pre-trip the vehicle until the event reaches the home location.

### **Field Trips**

1. Drivers who wish to do field trips must sign up at the beginning of each school year.
2. Field trips shall be assigned by seniority rotation and be on a separate rotation list from field trip/shuttle. Each list of names shall be arranged in order of seniority and assignments made beginning with the most senior driver and then in order of seniority from thereon.
3. If two (2) or more field trips are posted for the same day, the choices shall be in order of seniority.
4. If a field trip is turned down, it shall be assigned to the next driver on the seniority rotation list.
  - a. The driver who turned down the field trip must wait until the next time his/her name comes up in the rotation.
5. Field trips will be posted on Friday for the following week and assigned at this time.
6. If a field trip is cancelled, the driver will take the first available field trip on the next posting, superseding seniority rule.
7. New regular full-time drivers will be eligible for field trips at the beginning of the next roster or season.
8. Field trips may not be traded.
9. If a driver takes a field trip to a destination (related to a school activity) one day and the return trip is not until the next day or another day, the same driver or drivers shall return to bring the field trip back to the school.
10. If a driver has been assigned a field trip and cannot take the run because of illness, he/she must wait until the next time his/her name comes up in rotation.
11. Except for an emergency, drivers shall be notified of their assignment at least twelve (12) hours in advance.
12. A "field trip" shall remain a "field trip" unless driver availability warrants a field trip/shuttle.
13. Any error in the assignment of trips shall be corrected only through assignment of the next available trips. The affected driver has five (5) working days to inform the supervisor in writing that an error was made. An error will supersede a cancelled trip.
14. Kindergarten field trips shall be included in the regular roster of field trips.

15. On the field trip run open roster, if a run is taken and then turned back in at the last minute, for reasons other than a proven medical emergency or death in immediate family, the driver will lose his/her next turn on the field trip run seniority rotation.
16. On overnight field trips the driver will remain in service until the last location is reached for the evening. The driver shall go back in service beginning with the time preceding the leave that it takes **to** pre-trip the vehicle until the event reaches the home location.

### **Field Trip/Shuttles**

1. Field trip/shuttles shall be assigned by seniority rotation and be on a field trip/shuttle roster only.
2. Drivers wishing to do field trip/shuttles must sign up at the beginning of each school year.
3. Each list of names shall be arranged in order of seniority and assignments made, beginning with the most senior drivers and in order from thereon.
4. If two or more field trip/shuttles are posted for the same day, the choices shall be in order of seniority.
5. If a field trip/shuttle is turned down, it shall be assigned to the next driver on the seniority rotation list.
  - a. The driver who turned down the field trip/shuttle must wait until the next time his/her name comes up in the rotation.
6. Field trip/shuttles will be posted on Friday for the following week and assigned at this time.
7. If a field trip/shuttle is cancelled, the driver will take the first available trip on the next posting, superseding seniority rule.
8. New regular full-time drivers will be eligible for field trip/shuttles at the beginning of the next roster or season.
9. Field trip/shuttles may not be traded.
10. If a driver has been assigned a field trip/shuttle and cannot take the run because of illness, he/she must wait until the next time his/her name comes up in the rotation.
11. Except for an emergency, drivers shall be notified of their assignment at least twelve (12) hours in advance.
12. If a driver takes a field trip/shuttle to a destination (related to a school activity) one day and the return trip is not until the next day or another day, the same driver or drivers shall pick up the field trip/shuttle for the return back to school.
13. Any error in the assignment of trips shall be corrected only through assignment of the next available trips. The affected driver has five (5) working days to inform the supervisor that an error was made. An error will supersede a cancelled trip.
14. Kindergarten field trip/shuttles shall be included in the regular roster for field trip/shuttles.
15. On the field trip/shuttles run open roster, if a run is taken and then turned back in at the last minute, for reasons other than a proven medical emergency or death in immediate family, the driver will lose his/her next turn on the field trip/shuttles run seniority rotation.
16. On overnight field trip/shuttles the driver will remain in service until the last location is reached for the evening. The driver shall go back in service beginning with the time preceding the leave that it takes **to** pre-trip the vehicle until the event reaches the home location.

### **Regular Runs**

1. Regular runs will be chosen by seniority at the beginning of each school year during the annual bidding process stated in Miscellaneous [1].
2. The qualification to serve as a regular run substitute is that the prospective substitute regular full-time driver must have learned all the regular runs. Time spent learning the runs shall be paid at the driver's regular rate of pay. Learning a run means time spent by riding with the regular driver through the course of the run. It is acknowledged that runs that transport Kindergarten students include special training as determined by the Supervisor.
3. A substitute full-time driver shall continue to drive the regular run until the regular driver for that regular run returns. If the substitute regular full-time driver is not available to drive the run, the assignment is then given to the next available regular full-time driver on the seniority list. The only exception to the above is if the substitute regular full-time driver has a death in the family or is ill.
  - a. A substitute regular full-time driver shall continue to drive the regular run until the regular driver for the regular run returns. If a regular driver is off for more than ten (10) working days, the regular run will go to the most senior substitute regular full-time driver until the regular run driver returns. If the most senior substitute regular full-time driver is not available to drive the regular run, the assignment is then given to the next available regular full-time driver on the seniority list. The only exception to the above is if the most senior substitute full-time driver has a death in the family or is ill.

### **Special Education Runs**

1. To be a substitute on a special education run, a regular full-time driver must become qualified with the use of the lift and the different types of connections for wheel chairs.
2. A special education substitute should learn the needs of the special education students for each run they substitute on.
3. Drivers who wish to substitute on special education runs must sign up at the beginning of each school year.
4. Special education field trips and field trip/shuttles shall only be driven by special education run drivers and/or the most senior qualified regular full-time driver if the special education run driver is not available.
5. Substitute drivers must take mandatory special education training classes.

## Miscellaneous

1. During the month of August preceding each school year, drivers shall meet to select available regular runs and special education runs, by seniority bid. All drivers, including those on layoff or those returning from a leave, are entitled to participate and exercise their seniority to select runs and/or shuttles, as named above. A driver has the option of keeping or remaining on the run(s) he/she drove the previous year.
2. Runs becoming vacant during the school year shall be posted for bid by seniority. The Transportation Supervisor shall call a meeting of all drivers, who will have the opportunity to bid by the seniority on any run that is vacated because of the vacancy. No changes in assignment shall occur until all vacancies in the chain are filled. The final vacancy may be filled temporarily by a substitute driver when there are not enough regular full-time drivers to fill all the vacancies. A vacancy may be filled by a substitute driver for no more than twenty (20) working days.
3. No hours shall be taken away from a regular full-time driver and given to another regular full-time driver with less seniority.
4. If a substitute driver is needed for a regular scheduled daily run, it shall always be offered first to the most senior regular full-time driver. In the event the most senior regular full-time driver is not available, it shall then be offered to the next regular driver and so forth in descending order until a substitute from the bargaining unit is found.
5. All school vans, when used to transport students to and from school on a daily basis, shall be driven by a regular full-time driver. These drivers shall have a valid Michigan CDL license and attend all required training courses, as provided by law.
6. Compensatory time may be given from hours earned doing sport runs, field trips, bus washes, and any other type of extra hours. If applicable, the hours shall be paid time and one-half by law. Compensatory time or wages may be used for Christmas break, mid-winter break, and/or Spring break, and they must be used within the year accrued.