

MASTER AGREEMENT
BETWEEN
THE JEFFERSON SCHOOL DISTRICT
AND
MEA

July 1, 2007 – June 30, 2009

BUS DRIVERS-BUS AIDES

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Article 1

Purpose

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

Article 2

Union Recognition, Agency Shop, Check-Off

Section 1. Union Recognition

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

Section 2. Agency Shop

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

- (d) If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law.
- (e) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- (f) In the event that the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly fees.

Section 3. Check-Off

- (a) The Board shall deduct the initiation fee and Union dues or service fees from each employee's pay and transmit a copy of the deduction register to the Union Financial Secretary each pay period, together with a listing of each employee, the employee's identification number, and the amount that is deducted from each employee each pay. Provided, however, that the Union shall have submitted to the Board an authorization card signed by the employee from whose pay said deductions are to be made.
- (b) Such initiation fees, dues or service fees, as and when deducted, shall be kept separate from the Board's general funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

Article 3
Non-Discrimination

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

Article 4
Visitation

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

Article 5
Union Recognition

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

Article 6
Rights of The Board of Education

- (a) The Board shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer or suspend, discharge, or demote employees for just cause, subject however to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management functions.

- (b) All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Board.

Article 7
Safety

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

Article 8
Jurisdiction

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

Article 9
Contractual Work

The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Union, nor to discriminate against any of its members.

Article 10

Seniority

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

- (f) An updated seniority list shall be furnished to the President and/or Executive Board and a copy sent to the Union, on or about October 1st of each year. Such list shall contain each employee's name, date of hire, and route and run assignments.
- (g) In the event that two or more new employees share the same first day of employment, seniority among the new employees will be determined by to the last four digits of the employees' Social Security Number, with the higher numbers prevailing for greater seniority.
- (h) Separate lists for each classification shall be provided.

Article 11

Vacancies

Section 1. Initial Assignments

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

Section 2. Temporary Runs

- (a) Any bargaining member unit driver/ bargaining unit aide who is bumped off or has their temporary run eliminated will have the right to bump a less senior bargaining unit driver/ bargaining unit aide off their temporary run.
- (b) Any bargaining unit driver/ bargaining unit aide who has their temporary run changed by at least one pay scale will have the right to bump a less senior bargaining unit driver/ off their temporary run.

- (c) Any bargaining unit aide who has their temporary run reduced by fifteen minutes or more will have the right to bump a less senior bargaining unit aide off their temporary run.
- (d) Any bargaining unit driver/ bargaining unit aide who has their temporary run changed, eliminated, or has been bumped by a more senior bargaining unit driver/ bargaining unit aide has the right to bump any non-bargaining unit driver/ non-bargaining unit aide off any run.
- (e) After all of the regular bus drivers/aides have either bid or elected not to bid on any vacancy, the Board shall consider qualified applicants from outside.
- (f) As additional vacancies occur, they shall be posted on the employees' bulletin board. To expedite this process, there shall be a general open meeting at which employees shall be able to exercise their seniority through an oral bidding process. At this meeting, each employee participating in the bidding process shall provide written verification of his/her selection.
- (g) Bid rights for school bus driver positions posted are restricted to the bus driver classification only.
- (h) If the bargaining unit driver/aide has a defined return date of 60 calendar days or more the run shall be posted when practical or within five (5) working days. In the event a bargaining unit driver/ aide is absent for ten (10) consecutive working days, the run shall be posted.

Section 3. Bus Aide Vacancy

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

Section 4 Posting Information

All vacant runs, new runs, aide assignments, and temporary vacancies shall be posted within five (5) working days, and runs related to special situations shall be posted no later than thirty (30) working days. Postings shall include the following information: the type of run, the starting date, the rate of pay, the bus number, the starting time and the approximate driving time.

Section 5. Permanent Runs

- (a). Any bargaining unit driver/bargaining unit aide who is bumped from or has their permanent run eliminated will have the right to bump a less senior bargaining unit driver/bargaining unit aide off their permanent run.
- (b). Any bargaining unit aide who has their permanent run reduced by fifteen (15) minutes or more will have the right to bump a less senior bargaining unit aide off their permanent run.
- (c). Any bargaining unit driver/bargaining unit aide who has their permanent run changed, eliminated, or has been bumped by a more senior driver/bargaining unit aide has the right to bump any non-bargaining unit driver, non-bargaining unit aide off any run.
- (d). There shall be a 2.0 hour minimum pay (including check-out and clean-up time) on all regularly scheduled morning, noon, and afternoon runs where a driver is scheduled.

Article 12

Elimination of Assignments

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

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

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

Article 13
Discipline of Students

- (a) The Transportation Director shall give each bus driver and bus aide a copy of the Bus Safety Rules, a complete listing of all the students who are assigned to ride the bus driver's and bus aide's bus and the bus number by no later than six (6) weeks after the start of each school calendar year. No newly enrolled student will be refused a ride on a bus the first day.
- (b) In the event that disciplinary problems arise during the course of transporting a student to or from school, the procedures to be followed shall be the following:

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

Violations:

- 1st: The bus driver shall first give the student or students an oral warning, except in situations where the Administration considers immediate action necessary.
- 2nd: The bus driver shall contact the Parent or Guardian by phone and/or registered mail to discuss minor violations. Major violations will be immediately handled by the administration.
- 3rd: If the student continues to be disruptive or disorderly, endangering the safety of the passengers or depriving other students of their rights as riders, the bus driver shall submit a written violation report to the

Transportation Director stating the student's violation and the bus driver's actions of the violation.

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

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

Article 14

Discipline Discharge

- (a) Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing, and a copy sent to the Steward and the Union. The employee shall have the right to defend himself/herself against any and all charges. When the Board feels disciplinary action is warranted, such action must be initiated within five (5) working days of the occurrence of the condition giving rise to the action, or within five (5) working days of the date that it is reasonable to assume that the Board first became fully aware of the conditions giving rise to the discipline. Actions which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action shall include, but not be limited to: drunkenness, dishonesty, insubordination, moral turpitude or willful violation of the agreed upon Board's rules.
- (b) An employee may be placed on paid administrative leave pending investigation. If the employee is subsequently dismissed, suspended, and/or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights, and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is

sustained, or the suspended employee is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken.

- (c) The Union, with specific written consent of the employee, shall have the right to review the contents of the personnel file of any employee within the bargaining unit, upon making the request to Business Manager. An employee making request, shall have the right to review the contents of his/her own personnel file maintained by the Board. Such review of personnel files must be done in the Board Offices.

Article 15

Leave of Absence

- (a) An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, and has exhausted all means of compensation from the Board, shall be granted an unpaid leave of absence for up to one (1) year, which may be extended upon approval of the Board of Education, provided the employee furnishes the Board with a written statement from his/her medical or osteopathic doctor of the necessity and length of time for such absence, and for the continuation of such absence when the same is requested by the Board. The Board reserves the right to have the employee medically checked to validate the employee's illness.
- (b) Unpaid leaves of absence may be granted for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children or parents.
- (c) Unpaid leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- (d) The Family and Medical Leave Act (FMLA) is a federal law, which became effective on August 5, 1993. It provides employees with up to twelve (12) workweeks of unpaid, job-protected leave a year and requires group benefits (as defined in Article 19) be maintained during the leave. The U.S. Department of Labor (DOL) has issued detailed regulations interpreting the FMLA. The district will comply fully with federal FMLA requirements.

- (e) The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- (f) Unpaid leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling civil disorders or other emergencies, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- (g) Any employee in the bargaining unit who is either elected or appointed to a full-time position or office in the Union, whose duties require his/her absence from work, shall be granted an unpaid leave of absence for one (1) term of such office or position, which may be extended upon approval by the Board of Education.
- (h) All requests for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the Employee, and a copy sent to the Union.
- (i) An employee who meets all of the requirements as specified shall be granted a leave of absence without pay, and shall accumulate seniority during the leave of absence, and the employee shall be entitled to resume his/her regular seniority status, and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above, when they are deemed beneficial to the employee and/or the Board. No employee shall be on unpaid leave for longer than two (2) years.

Article 16
Grievance Procedure

Definitions:

- (a) A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- (b) For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all days school is not in session.
- (c) The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.
- (d) Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance or within five (5) working days of the date it is reasonable to assume that the employee or the Union, as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.
- (e) The failure of the Board's administrative representative at Step Two to comply with the requirements of this Agreement regarding holding a meeting to discuss the grievance issues and issuing a decision on the grievance within the time limits set forth in that Step Level of the Grievance Procedure, shall permit the Association to file an appeal of the grievance to the next higher Step of the Grievance Procedure (but the absence of a written decision on the grievance shall not be deemed to be an admission by the School District as to the substantive merits of said grievance). The time for filing such an appeal shall be measured from the date on which the administrator's response to the grievance was due.

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

1. The Association may elect to drop the grievance at that point.

2. The Association may elect to file with the Superintendent a written “Second Demand for Response to Grievance” (a copy of which shall also be submitted to the Board Personnel Committee). In the event of filing of such a Demand, the Superintendent shall have five (5) working days from the date of receipt of the Second Demand for Response to issue a decision on the grievance. It is understood that the Board Personnel Committee has discretionary authority to decide whether to specifically direct the Superintendent to issue a decision in response to the Second Demand (but the Committee’s decision in this regard shall not be subject to review by a contract grievance arbitrator).

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

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

Step One

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

Step Two

- (a) The designated Association Representative then may submit the grievance in writing within the five (5) working day filing deadline set forth in “Definitions – Section (d)” above, to the Director of Support Services, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the designated Association Representative shall sign the grievance. Upon receiving the grievance, the Director of Support Services shall sign and date a receipt of delivery of the grievance from the designated Association Representative. A meeting shall be set

within five (5) working days of the filing of the written grievance to discuss the grievance. This meeting shall be at the call of the Administration. The designated Association Representative shall have the right to file Association Grievances.

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

Step Three

- (a) In the event that the decision of the Director of Support Services is not satisfactory, the grievance may in the discretion of the Association be appealed to the Superintendent of Schools within five (5) working days from the date of receipt of the decision of the Director of Support Services. The Superintendent of Schools shall meet with designated Representative(s) of the Association at a time mutually agreeable to them within a reasonable time of receipt of the appeal.
- (b) The Superintendent of Schools shall give his/her decision in writing within ten (10) working days of the date of the meeting with the representatives of the Association.
- (c) In the event that the Superintendent of Schools does not timely comply with the requirements of this Agreement regarding holding a meeting and issuing a decision on the grievance within the time limits set forth in this section, and in the further event that the Association elects to address this circumstance by timely (within the five (5) working day deadline set forth in “Definitions - Section (d) above) filing a “Second Demand for Response to Grievance”, the Superintendent of Schools shall have five (5) working days to issue a written response to the grievance. In the event that the Superintendent still fails to issue a written response to the grievance after receipt of the “Second Demand”, the Association may appeal the grievance to the Board of Education in accordance with the procedures set forth in “Step Four” below.

Step Four

- (a) Any appeal of a decision rendered by the Superintendent of Schools (or of the failure of the Superintendent to timely respond to a “Second Demand for

Response to Grievance”) must be presented in writing to the Board of Education within five (5) working days from the date of receipt of the decision rendered by the Superintendent of Schools (or, in the case of a “Second Demand for Response”, the date on which the Superintendent’s response to the “Second Demand” was due). The Board of Education shall hear any timely appealed grievances within the next thirty (30) calendar days or the first meeting after the thirty (30) days.

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

Step Five – Arbitration

- (a) If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the written answer given by the Board of Education, the grievance may be submitted to arbitration.
- (b) If the Association is not satisfied with the disposition of the grievance by the Board, only the Association, and not the individual member, may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within fifteen (15) calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding.
- (c) The Arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto.
- (d) The Arbitrator, the Association or the Board may call any relevant person as a witness in any arbitration hearing.

- (e) Each party shall be responsible for the expenses of the witnesses that they may call.
- (f) The fees, expenses and filing fees of the Arbitrator shall be borne equally by the parties.
- (g) The Arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing, or thirty (30) days from the date of filing briefs, if requested.
- (h) The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the Board and the Association.

Article 17
Hours and Work Week

Section 1. Work Week and Day

- (a) The regularly scheduled work week shall begin at 12:01 a.m. Monday and end 120 hours thereafter.
- (b) The normal day shall be whatever would constitute the bus driver's or bus aide's normal daily assignment.
- (c) No driver shall be allowed to bid on any regular run, Kindergarten Run, or Activity Run which will take him/her over forty (40) hours per week on a regular basis. The procedure for the distribution of extra runs is defined in Section Four (4) of this Article.

Section 2. Overtime Rates

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

Section 3. Reporting Pay

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

Section 4. Distribution of Extra Runs

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

- (a) At the beginning of each school calendar year, each bus driver shall indicate in writing to his/her Transportation Director, on forms provided by the Board, if he/she desires to be placed on either the Active or Inactive Seniority List, so that the Transportation Director will have an available listing of all of the bus drivers who desire to drive the extra bus runs. An employee may also request to be transferred from either the Active Seniority List to the Inactive Seniority List or from the Inactive Seniority List to the Active Seniority List during the first two (2) weeks of either the start of the first (1st) or second (2nd) semester of the year by requesting such application forms from the Transportation Director and by submitting the proper application in writing to the Transportation Director.
- (b) When extra runs are to be scheduled, the Transportation Director shall first contact the bus driver with the highest seniority on the Active Extra Run Seniority List. All union drivers will have the right to drive any eligible extra run in (field trips, athletic trip, etc..) on a rotational (weekday/weekend) basis. If a driver takes an extra run which would conflict with his/her normal AM/PM or both runs, the driver is not assured of driving his/her normal run or portion of the run. Then, as extra runs become available, the Transportation Director shall continue to go down the Active Extra Run Seniority List until a bus driver is available to drive the extra run. This procedure shall be followed for each additional run that is to be scheduled. Once a bus driver has accepted or

rejected a field trip he/she shall not be eligible for another extra run until the rotation is complete. A driver who accepts the field trip/extra run will also have the right to drive his/her regularly scheduled run provided it does not conflict with the time of the field trip. The driver may drive part of his/her regularly scheduled run (1 tier) provided it does not conflict with the extra trip/extra run time.

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

Section 5. Personal Use of Bus During Downtime of Extra Runs

The driver may make use of the bus for transportation purposes to and from a restaurant or bathroom facility, within a five (5) mile distance, or ten (10) miles round-trip, of the destination. The driver must be back within one (1) hour. The driver must inform the person in charge if they are leaving the site. Usage of the bus for other purposes is prohibited without authorized consent.

Section 6. Out of State/Overnight Trips

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

Section 7. Substitute Bus Driver/Aide

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

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

Section 8. Noon Runs

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

Article 18

Sick Leave and Funeral Leave

Section 1. Sick Leave

- (a) Each employee covered by this Agreement shall accumulate one (1) sick leave day per month each month that school is in session, (equated to the appropriate hours), into an individual single sick leave bank with a limit of sixty five (65) days maximum accumulation, equated in hours.
 - 1. Sick bank days are changed to hours by multiplying the number of days to be added to the sick bank by the daily hours worked as of the time of the addition.

2. The maximum number of bank hours an employee can hold shall not exceed 520 hours. Should the employee be reduced in hours, no sick bank hours shall be lost but rather the maximum number allowed shall be decreased by the change.
- (b) The employee must work at least one (1) day per month before receiving credit for the one (1) sick day allowed for that month.
- (c) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee, who resides in the household of the employee, requires the care and attendance of the employee due to illness or injury, in which case the employee may be required to furnish to the Board a medical statement from a physician verifying the necessity of such absence.
- (d) Employees who are unable to perform their duties because of illness or disability must notify their supervisor before or at the start of the work day. Once an employee reports in ill, that employee will be marked out for the remainder of the day. If an illness or disability extends beyond the first (1st) work day, the employee and the Transportation Director may make arrangements as to the frequency of notification of the continued illness or disability. To return to work after an absence of more than five (5) working days, the employee must submit to the Transportation Director a statement from a physician indicating that the employee is able to resume work in accordance with the health requirements of the job. The Board reserves the right to refer the employee to the school physician for verification of illness or disability, and to determine if the employee is able to return to work.
- (e) Records of sick leave accumulated and taken shall be furnished to the employee on or about October 1st of each year.
- (f) Employee may be compensated for the unused portion of their sick days earned in the previous school year (based on an average of five (5) hours per day) annually at one-half (50%) of their current contractual rate of pay. Payment for annual accumulated sick leave must be requested by the employee in writing prior to October 1 following the work year within which the sick days were earned.

Section 2. Funeral Leave

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

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

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

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

Section 3. Personal Business Leave

1. The parties agree there may be personal conditions or circumstances which may require employee absenteeism for reasons other than heretofore mentioned. The Board agrees that such leave, which is not to be deducted from sick leave, may be used under the following conditions.

- a. Days Granted. All employees may use a maximum of two (2) leave days per year for personal business.
 - b. Leave Condition. This leave shall be used only in situations of urgency for the purpose of conducting personal business which cannot normally be transacted on the weekend, after school hours, or during vacation periods. Personal business days may be taken for the following reasons: Medical, Legal, Educational, Financial, or Domestic. Reasons for the use of such personal days will be stated in writing when two (2) personal days are taken consecutively.
 - c. Request Procedure. Employees desiring to use such a leave will submit their requests on the application at least three (3) days in advance of the anticipated absence except in cases of emergency; in such case, the employee shall apply as soon as possible. This form must be filed with the Director of Transportation.
 - d. Exclusions. Such leave shall not be used for non-essential affairs such as: working at a part-time job, or working for themselves in a commercial enterprise, for hunting, for fishing, for shopping, or other forms of recreation. Such days of absence shall not occur immediately preceding or following a vacation period or holiday if avoidable.
 - e. Authorization. The request form shall be signed by the Superintendent or authorized agent and returned to the employee requesting the leave at least one (1) day prior to the requested date. Approval or rejection will be so indicated on the form.
2. Additional Leave. The Superintendent may grant two (2) additional days chargeable to sick leave if an emergency exists. All requests shall be channeled through the Director of Transportation.
 3. Violation, Consequences, and Penalties. An employee violating the provisions of this article shall be subject to a deduction of salary for days improperly used, and may be subject to disciplinary action.

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

Article 19

Group Insurance Protection

Section 1. Eligibility and Coverage

Coverage - The Board shall purchase single-person insurance protection for the most senior eight (8) employees. If any senior employee or employees in this eligible group decline coverage for any reason, insurance coverage as defined by M.E.S.S.A will be offered to the next most senior employee or employees in the unit. The coverage provided shall be as described below:

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

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

Beginning June 30, 2006 enrolled employees shall contribute seventy-five (\$75.00) per month toward the cost of the monthly health insurance premium. The annual value of the premium contributions will be deducted on a pro rata basis each month.

At the employees election, contributions may be deducted on a pre-tax basis as may be allowed pursuant to §125 of the I.R.S. Code as amended from time to time.

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

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

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

Section 2. Options

Only one (1) person of a family employed by the Board may enroll for hospitalization coverage.

Section 3. Premium Payments

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

Section 4. Unpaid Leave

If an employee is on an unpaid leave any part of the school year, the Board will carry insurance for the remainder of the month for which the leave began and the month following. After that, the employee assumes responsibility for their insurance premiums until the month in which he/she returns to work.

Article 20

General

Section 1. Tax Sheltered Annuities

The Board agrees to deduct premiums for variable tax deferred annuities solely paid for by the employee and to remit such premiums to the designated insurance company that is approved by the Board and further provided that the insurance company in question is on the Board's approved list, and is compliant with IRS 403b regulations.

Section 2. Deductions

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

Section 3. Continuing Education

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

Section 4. Emergency School Closing

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

Section 5. Physical Examinations

The employees covered by this Agreement shall annually be given a physical examination at a time, date, and place to be determined by the Board, and conducted by a physician appointed by the Board, which shall include a drug test. Additionally, periodic random drug testing will be required. The Board shall assume all financial costs and responsibility for district-required medical testing.

Section 6. Driver's Lounge

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

Section 7. Bus Certification Tests

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

Section 8. Training

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

Section 9. Washing and Cleaning Buses

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

Section 10. Expense Allowance

The employees covered by this Agreement will be reimbursed for all reasonable expenses incurred while driving an extra trip in excess of eight (8) hours, such as meals, lodging when required, providing the employee submits to the Board receipts for all such expenses. The Board shall also reimburse the employee the cost of all

admission tickets for any event in which the employee is required to pay the cost of admission.

Section 11. Pay Computation

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

Section 12. Substitute Bus Drivers

The Transportation Director shall maintain an adequate list of qualified Substitute Bus Drivers.

Section 13. Check Out and Clean Up Time

Check out and clean up time shall be in addition to actual route time. All bus drivers shall be allowed (20) minutes in the morning and (20) minutes in the afternoon for check out and clean up time of their bus to comply with State and Board requirements.

Section 14. Extra Runs

The Bus Driver who drives an extra run shall be paid the base rate of pay per hour for driving time and at the rate of ten dollars (\$10.00) per hour sitting time.

Section 15. Downtime

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

Section 16. Communication

The Board will maintain two-way communication in each of the buses.

Section 17. Extra Trip Tickets

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

Section 18. In-Service Training

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

Section 19. Smoking

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

Article 21

Jury Duty

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

Article 22

Classification and Compensation

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

Article 23
Binding Effective Agreement

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

Article 24
Scope, Waiver, and Alteration of Agreement

Section One

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

Section Two

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

Section Three

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

Article 25
Termination and Modification

a) This Agreement shall continue in full force and effect until June 30, 2009.

- b) If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- c) If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date, or any subsequent termination date give written notice of amendment, in which the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- d) Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the MEA and if to the Board, addressed to the Jefferson Schools, 2400 North Dixie Highway, Monroe, Michigan 48162, or to any other address the Union or the Board may make available to each other.
- e) The effective date of this Agreement is July 1, 2007.

Article 26

Clarification & Verification Statement

- a) It is understood by both parties that, after June 30, 2009, all provisions of the 2006-2007 Master Agreement will serve as the baseline in negotiating the 2009-10 Master Agreement. It is expressly understood that bargaining by both parties will begin no later than January 2009.
- b) K-8 busing will be implemented for the 2007-2008 school year. The intent is also to have K-8 busing for the 2008-2009 school year.

Schedule A
Compensation

<u>Classification</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Bus Driver	\$20.89/hr.	\$17.00/hr.	\$17.00/hr.
Sitting Time	\$10.00/hr.	\$10.00/hr.	\$10.00/hr.
Bus Aide	\$11.32/hr.	\$11.32/hr.	\$11.32/hr.
Shipping/Receiving Clerk*	\$17.68/hr.	\$17.68/hr.	\$17.68/hr.

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

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

b) Unit members will be paid in accordance with the following scale:

Minutes = 10th

01 thru 06 = 1/10
07 thru 12 = 2/10
13 thru 18 = 3/10
19 thru 24 = 4/10
25 thru 30 = 5/10
31 thru 36 = 6/10
37 thru 42 = 7/10
43 thru 48 = 8/10
49 thru 54 = 9/10
55 thru 60 = 10/10

Income Recovery Compensation

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

The district will reimburse drivers for each hour of drive time worked if the district meets an established enrollment target. Reimbursement will be made in the first regular payroll cycle following publication of the August 2008 and 2009 State Financial Aid Reports.

The income recovery amount will be calculated as follows:

a) For the 2007-08 school year, the reimbursement amount is \$3.89 per hour for each drive hour worked for that school year if the district reports a blended count of 2,192 students (General Ed FTE) in the August 2008 State Aid Report. This represents an increase of (21) students from the audited FTE level on the February 14, 2007 count day.

* In the event the student enrollment is between 2,186–2,191 students, the reimbursement amount will be \$1.95 for each drive hour worked during the 2007-08 school year.

b) For the 2008-09 school year, the reimbursement amount is \$3.89 per hour for each drive hour worked for that school year if the district reports a blended count of 2,192 students (General Ed FTE) in the August 2009 State Aid Report. This represents an increase of (21) students from the audited FTE level on the February 14, 2007 count day.

* In the event the student enrollment is between 2,186–2,191 students, the reimbursement amount will be \$1.95 for each drive hour worked during the 2008-09 school year.

Schedule B

Holidays

The Board recognizes the following as paid holidays:

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

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

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

JEFFERSON SCHOOLS
BOARD OF EDUCATION

MEA

Jeff Grodi, President

Tim Cady, MEA Representative

Lori Haskell, Vice-President

Diana Perry, Unit President

Nora Theisen, Treasurer

Daniel Holcomb, Unit VP

Richard Kull, Secretary

Cynthia Angel, Bargaining Rep

Dail Prucka, Parliamentarian

Elizabeth Breen, Bargaining Rep

Mark Wahlie, Trustee

Steve Bartman, Trustee

Tim Fitzpatrick, Superintendent