

8/15/89

NEW LOTHROP AREA PUBLIC SCHOOLS

BUS DRIVER AGREEMENT

1987 - 1989

New Lothrop Area Public Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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ARTICLE I
RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the Union, New Lothrop/MESPA, as exclusive representatives for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit as described by MERC. (All full time and regular part time bus drivers employed or to be employed excluding supervisors, substitutes, and all other employees.)
- B. The term "Employee" when used herein shall refer to employees included in the unit for bargaining as set forth in this Agreement and references to male employees shall include female employees. The term "Board" or "Employer" when used herein shall refer to the Board of Education.

ARTICLE II
NEGOTIATIONS PROCEDURES

- A. This Agreement may be extended by mutual written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least thirty (30) days prior to the expiration date of this Agreement.
- C. This agreement shall constitute the full and complete commitments between both parties and may be altered, only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- D. If at the request of the Board an employee is engaged during the school day in negotiating in behalf of the Union with any representative of the Board, he/she shall be released from regular duties without loss of salary and without deduction from sick leave.

ARTICLE III

- A. Grievance Defined. A grievance is a written claim by an employee(s) or the Union that there has been an alleged violation of any specific and/or expressed provision of this Agreement.

Article III Continued

B. Procedure.

1. Informal Conference. The grievant(s) shall discuss the complaint with the immediate supervisor within ten (10) calendar days of the alleged occurrence with the intent of resolving same. If the complaint involved an individual employee(s), a Union representative may be present if requested by either party.
2. Written Grievance. If the problem is not resolved in the informal conference, it shall be reduced to writing and presented to the immediate supervisor within ten (10) calendar days of the incident giving rise to the grievance. All written grievances shall include:
 - a. Who is affected;
 - b. What happened;
 - c. When it happened;
 - d. Where it happened;
 - e. What section(s) of the contract have allegedly been violated;
 - f. What adjustment is requested;
 - g. The signature of the grievant and/or appropriate Union official.

Step 1

The written grievance may be presented to and discussed with the immediate supervisor by the employee and/or no more than two (2) Union representatives. Within ten (10) calendar days after receiving the written grievance, the supervisor shall communicate his/her decision in writing to the Union.

Step 2

If the Step 1 decision is not satisfactory, the Union may appeal the grievance to the Superintendent or his/her designee. Such appeal shall be made within ten (10) calendar days from receipt of the supervisor's decision. The appeal shall include a copy of the written grievance accompanied by copies of previous decisions. Within ten (10) calendar days after delivery of the appeal, the Superintendent or his/her designee shall hold a conference, investigate the grievance, and shall communicate a decision in writing to the Union.

Step 3

If the Step 2 decision is not satisfactory, the grievance shall be presented to the Board of Education within ten (10) calendar days of receipt of the Step 2 decision. Within thirty (30) calendar days of receipt of the grievance, the Board of Education or its representative shall convene a hearing with the grievant(s) and the Union Representative(s). The Board of Education or its representative shall render a written decision to the grievant(s) and the Union within ten (10) calendar days after the hearing.

Step 4

If the grievance remains unresolved at the conclusion of Step 3, it may be submitted to binding arbitration at the request of the Union, provided written notice of the request is delivered to the superintendent within twenty (20) calendar days after the receipt of the Board of Education's written decision under Step 3.

- (a) Following the written notice of request to arbitration, the Union and the Board or its representative shall attempt to select an arbitrator. If mutual agreement of the selection of an arbitrator cannot be reached within fifteen (15) calendar days after the date of the request for submission, the arbitrator shall be selected according to the rules of the American Arbitration Association.
- (b) The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.
- (c) The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Board where the Board is given discretion by the terms of this Agreement. No evidence shall be introduced in any arbitration hearing which has not been previously presented to the other party. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary employees shall not be subject to arbitration.
- (d) The arbitrator's fees and expenses shall be shared equally by the Board and the Union. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

C. General

1. "Days" as used in this grievance procedure shall mean days except a Saturday, Sunday or holiday observed by the Employer.
2. Time limits may be extended in any specific instance by mutual agreement in writing.
3. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specific time limit shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.
4. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance and therefore the Board's last answer shall constitute the final disposition of said grievance.

5. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement provided that the Union has been given the opportunity to be present at such adjustment as provided by law.
6. When an individual employee signifies he does not want his Union representative to intercede for him at any stage of the grievance procedure, excluding arbitration, he/she shall sign a waiver to that effect.
7. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
8. Either party may involve their representative at any and all stages of the grievance proceedings.
9. The parties by mutual agreement, in writing, may waive any step of the grievance procedure.
10. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of a similar nature.
11. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

ARTICLE IV

AGENCY SHOP - 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 or the effective date of this Agreement, whichever is later, join the Union or pay a Service Fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state, and national dues. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union or authorize payment through payroll deduction, the Employer shall, at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union.
- B. The authorized deduction of dues, service fees and/or voluntary contributions shall be made from a regular paycheck each month - September through June. The Employer agrees to remit the proper amounts of money within ten (10) days after each payroll deduction to the designees of the Michigan Educational Support Personnel Association accompanied by an alphabetized list of employees, the amounts deducted and a completed MESPA RECAP form, such form

to be provided by MESPA. In cases when a deduction is made that duplicates a payment that an employee has already made to the Union, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the Employer once the Employer has remitted all deducted monies to the Union.

- C. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, cost, suits, unemployment compensation, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Article.

ARTICLE V

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Duly authorized representatives of the Union shall be permitted to transact official Union business on school time provided that this shall not interfere with or interrupt normal school operations and with approval of the Superintendent or his/her designee.
- B. The Union and its members will have the right to use the school building facilities for meetings in accordance with school policy upon application and approval by the Superintendent or his/her designee.
- C. It is the responsibility of the Union and the Board to assist individual members in complying with the terms of this agreement.
- D. The Board will make available to the local President, the agenda and minutes of all public school Board meetings.
- E. Members of the Union elected to attend a function of the State Association such as conventions or educational conferences shall be allowed time off without pay to attend such conferences and/or conventions. No more than two members shall be allowed to attend such conventions or conferences at any one time. The Union shall give at least five (5) days advance written notice of conferences or conventions indicating the names of those attending and the dates of employee absences.
- F. The Union shall have the right to examine payroll records pertaining to the computation of compensation of any employee whose pay is in dispute, or any other public record of the Board pertaining to a specific grievance. The employee involved has the option of giving his/her consent in writing to the Union for opening his/her confidential file.
- G. The Union may use the district inter-office mail for official communications with approval by the Superintendent or his/her designee. Such approval shall not be unreasonably withheld.

- H. The employer will provide bulletin board space in a central location which may be used by the Union, with permission of the Superintendent or his/her designee for the purpose of posting official Union notices. Such permission shall not be unreasonably withheld.
- I. The Association shall have access to the use of typewriting and duplicating equipment for student related materials with prior approval of the Administration.

ARTICLE VI

EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has been notified. Complaints placed in the personnel file shall be put in writing with the names of the complainants. The employee may submit a written notation regarding any material, including complaints, and same shall be attached to the file copy of the material in question. If the employee believes that the material to be placed in his/her file is inappropriate or in error, the employee may receive adjustment, provided cause is shown, through the grievance procedure. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- B. Dedication to the mission of the school district by all employees and administrators is necessary for the good and welfare of the students, schools and community. The parties to this Agreement, recognizing this fact, agree to use their influence to encourage all school personnel to perform efficient work and service, to improve the district's standards and to cooperate among themselves and with the school board in promoting the welfare of the district and improving its services.
- C. Any case of assault upon an employee in performance of his/her duties shall be promptly reported to the Employer or its designated representative. The Employer will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault, so long as the employee was operating within Board and Administrative policies, regulations or rules, and shall render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- D. The Board will reimburse an employee for any loss, damage or destruction of clothing or personal property, excluding cash in any form. In order to be eligible for reimbursement:
 - 1. The employee must have been following the rules, regulations and policy of the Board.
 - 2. The driver was in no way at fault or careless.
 - 3. The loss must have occurred while on duty.

4. The Board has the option of reimbursement or replacement.

The private vehicles of employees are excluded from coverage under this paragraph.

- E. It is the primary responsibility of the employee to safely transport students and to maintain control and discipline of students while on duty. The employer will support and assist employees with respect to the maintenance of control and discipline of students. The Employer or its designated representative will take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or violate rules and regulations.
- F. While it is the primary responsibility of the driver to transport students; drivers, while in the employment of the school district, are expected to assist with the supervision and care of students during special trips.

ARTICLE VII

DISCHARGE OR DISCIPLINE

- A. No employee shall be discharged, disciplined, or reprimanded without just cause.
- B. The employer shall notify the employee in writing of alleged delinquencies and indicate expected corrections. The Union shall be notified, in writing, of disciplinary or discharge action within three (3) work days of the date of such action. An employee shall be entitled to have present a representative of the Union when he/she is being disciplined for any infraction of rules. No employee shall be publicly reprimanded. Upon request, the Employer or its designated representative will discuss the discharge or discipline with the employee and the Union representative.

ARTICLE VIII

SENIORITY, LAYOFF, RECALL

- A. Seniority shall be defined as continuous service in the bargaining unit from the last date of hire. In reducing the work force, the last employee hired shall be the first employee laid off and the last employee rehired, as long as they are capable of doing the work.
- B. The Board shall provide a list of employees arranged in order of their seniority. As changes occur, the Union will be notified in writing.
- C. Seniority shall be broken only by the following:
 1. Discharge
 2. Voluntary quite

Article VIII Continued

3. Layoff for a period of more than one year. A second year will be added upon written request of the employee prior to the expiration of the first year if the employee has more than two years of experience.
 4. Failure to return from a leave of absence.
 5. Retires or is retired.
 6. Failure to report to work when notified to do so.
 7. Absent three (3) days without good cause and/or without notification to the employer.
- D. In the event of a layoff or recall, an employee, when possible, shall be given two (2) weeks notice of recall to work; recall notice shall be mailed to his/her last known address. In the event the employee fails to make himself/herself available for work on the appointed day without a reason acceptable to the employer, he/she shall lose all seniority rights under this Agreement and shall be considered a voluntary quit.
- E. Any bus driver covered by this Agreement, who is or has been promoted or transferred to a non-unit position, shall not accumulate seniority while he/she works in the non-unit position. If the employee is returned to a bargaining unit classification, he/she shall commence work in a job generally similar to the one he/she held at the time of his/her promotion or transfer and he/she shall maintain the seniority rank he/she had at the time of his/her promotion or transfer out of the unit. A supervisor driving bus on a regular basis shall accumulate seniority.
- F. Should two or more drivers hold the same seniority date of hire, a drawing, attended by the effected drivers, shall be held to determine placement on the seniority list.

ARTICLE IX

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, athletic and recreational programs, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations, and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

ARTICLE X

LEAVES WITH PAY

- A. All drivers covered by this Agreement shall accumulate one (1) sick day per month, credited on the last day of each month in which the employee worked 80% or more of the scheduled work days.
- B. An employee may use all or any portion of his/her earned sick leave for personal illness, injury or disability, including maternity-related disability. The Board may require an examination at Board expense and/or a doctor's certificate for an illness, injury or disability.
- C. A maximum of three (3) days sick leave per year may be used for a serious illness in the immediate household. Immediate household for this paragraph shall be spouse and children.
- D. One (1) day of sick leave may be used for arranging for hospital care for a family member or for the day of surgery for a family member. Family members for this paragraph shall be spouse, children, and parents of employee.
- E. An employee shall be allowed up to three (3) funeral days for death in the immediate family not to be deducted from accumulated sick days. Immediate family for this paragraph shall be spouse, children, parents and brother or sister of the employee. One (1) day shall be allowed for grandparents, grandchildren, step-father or mother; the following in-laws: mother, father, brother, sister, son, and daughter.
- F. Two (2) sick days may be used for personal leave. These days are to be used for those things which cannot normally be handled outside school hours. These days may not be used for pleasure, profit, vacation, job-hunting, recreational, social or athletic type events, situations or activities.
- G. An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay, provided he/she makes himself/herself available for work within his/her work schedule when not occupied with jury duty, up to a maximum of thirty (30) days in any one (1) school year.
- H. Sick leave days can be accumulated to a maximum of forty-five (45) days total which may be carried into subsequent years. At the end of each school year a driver will receive \$12.00 for each unused day in excess of 45. Upon termination of employment or layoff, a driver may receive \$12.00 for each unused leave day.

ARTICLE XI
LEAVES UNPAID

- A. Leaves of absence without pay or benefits not to exceed one (1) year or the length of their seniority whichever is less may be granted without loss of seniority with accrual of seniority during the leave, upon written request and approval by the superintendent or his designees. Additional time may be requested and may be granted by the Board. This additional time request shall not be subject to any other provision of this agreement.
- B. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee except in cases of health, maternity or military leaves.
- C. Reasons for Leaves of Absence are as follows:
1. Maternity Leave - Maternity leave shall be allowed to all regular full-time and part-time female employees who have completed their probationary period. Both parties shall encourage the employee to commence her leave no later than the end of the sixth (6th) month of pregnancy. However, if she wishes to continue beyond this time she shall be allowed to work as long as her doctor gives her written permission to do so. These permits shall be submitted to the immediate supervisor every two (2) weeks commencing with first which is due at the end of the sixth (6th) month.
 2. Applications for maternity leave shall include a statement from the doctor giving the anticipated date of birth of the child. If complications arise and an extension of the leave is requested, such leave will be extended provided that the total length of leaves does not exceed one (1) year.
 3. Upon recommendation of a physician, a health leave without pay may be granted for prolonged illness in immediate family, spouse or children and employee.
 4. Leaves for other purposes may be granted at the discretion of the Board upon written request.
- D. Return from Leave of Absence
1. Employees on leave for health reasons must either return, resign, or request a special extension as in C-4 above.
 2. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Superintendent and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination at Board expense.
 3. An employee returning from an approved leave of absence shall be reinstated to a similar position he/she held when the leave began.

Return from Leave of Absence Continued

4. An employee returning from a leave of absence of less than and including sixty (60) calendar days shall be required to notify the Board in writing, of his/her intent to return at least fourteen (14) calendar days prior to the date of his/her return or request for extension. Failure to request an extension or to return to work shall be considered a resignation by the employee.

ARTICLE XII

CONTINUITY OF OPERATIONS

- A. The Board agrees so long as this Agreement is in effect there shall be no lockouts. The Union, its officers, representatives and members covered by this Agreement agree that as long as this Agreement is in effect there shall be no strikes, sit-ins, stoppage of work, withholding of services, boycotts, picketing or any unlawful acts that interfere with the educational processes of the school district. The employees covered by this Agreement will also not recognize the striker or picket lines of any other organization pertaining to the operation of this school district. Any violation of the foregoing provision may be the subject of disciplinary action including discharge.

PAST PRACTICE

- B. This Agreement shall supersede any rules, regulations or practices of the School Board which shall be contrary to or inconsistent with its terms. No past practices shall be recognized unless they are committed to writing and incorporated into this Agreement.
- C. Special conferences may be requested by either party to discuss matters of mutual concern. The party making the request shall specify in writing the items for discussion to the other party at least five (5) days in advance.

ARTICLE XIII

COMPENSATION

- A. All employees covered by this Agreement shall be paid for all time spent in the service of the Board. Rates of pay provided for by this Agreement shall be minimums. Drivers shall be paid for breakdown time, when such breakdowns exceed the driver's normal work time. Such payment for driver's time when not driving shall be at the federal minimum wage rate.
- B. The salary schedule is an incorporated part of the Agreement and set forth in appendix A.

ARTICLE XIV

BUS INFORMATION - GENERAL PROVISIONS

- A. A standard form established by the district shall be distributed to all drivers for the purpose of reporting runs, breakdowns, special trips, maintenance information on buses and other items concerning pupil transportation. Repairs to buses will be completed as soon as possible once written request for repairs are made by the driver.
- B. Due to liability and other factors, drivers are not expected or encouraged to do major repairs on buses. Major repairs of buses is a function of the school district and not the bus drivers.
- C. Bus School - Drivers shall be paid for required training time by the state, at the federal minimum wage per hour.
- D. Drivers will be reimbursed promptly for approved out of pocket expenses upon filing an expense voucher.
- E. Drivers shall not incur a loss of pay for time spent in court proceedings at the request of the Board of Education.
- F. In the event of drivers transporting students to an overnight school funded activity and being required to stay, the driver(s) involved shall be compensated for eight (8) hours per day at their regular rate of pay. In addition, they shall be provided with a separate room at the Board's expense, and with meals as herein provided. This provision does not apply to those activities funded by organizations other than the district such as Band-Boosters, and drivers cannot be required to take these trips.
- G. Special Trips - Special trips shall be allotted on a rotating basis as established by the original seniority list at the beginning of the school year. After the master rotation list is established, drivers shall be eligible for runs based on the number of hours they have attained driving special trips. Drivers who refuse special trips shall be charged as if they had taken the trips in terms of rotation schedule, unless the driver did not receive two (2) days advance notice of the intended special trip. Hours shall be equalized as nearly as possible in implementing the schedule of special trips. Hours for special trips must be turned in within five (5) days after the trip and hours will be posted on a regular basis.
- H. Meal Time Trips - Drivers who are assigned field trips which necessitate their working during the entire period of one (1) or more meal times as defined below or a major portion thereof if they have not had an opportunity to eat shall be entitled to their actual expenses for meals as follows:

<u>Meal</u>	<u>Allowable Expense</u>
Breakfast	Up to \$3.00
Lunch	Up to \$4.25
Dinner	Up to \$6.50

Whenever a free meal is provided and/or available, there will be no reimbursement.

Drivers on a field trip with a group which takes its lunch, and who are thus required to pack a lunch, will be, with the approval of Bus Supervisor, reimbursed at the rates listed above upon submitting an expense voucher certifying to that fact. Also, drivers who are required to purchase a meal at a place which does not furnish a receipt (such as a concession stand) shall be reimbursed for their actual expenses upon the stated maximums upon submitting an expense voucher certifying to that fact. When drivers are required to buy gasoline, oil, etc. on a field trip, the Board will provide the driver with sufficient funds when requested by the driver in advance to cover the anticipated expense.

- I. Physicals - When required annual physical examination is given by a Board-designated physician, the full cost of the examination, including laboratory fees, shall be paid by the Board. Drivers unable to take the T.B. skin test will be given or reimbursed for T.B. X-ray examinations.
- J. Change in Operation - In the event there is a substantial change in the operation of the district's bus transportation system, such as going to double runs, the parties will meet to bargain the effects of those changes on such items as compensation and hours for the bus drivers.
- K. When school is not in session due to "Act of God" days, drivers shall be paid for their regular runs including shuttle and kindergarten runs.
- L. At the beginning of the school year, the Bus Supervisor will survey drivers to determine who wishes to serve as substitutes for kindergarten runs. Accordingly, the supervisor shall then assign a substitute to each driver. If the substitute driver is not available, then the supervisor will select a substitute from the kindergarten substitute list that will consist of not more than six (6) drivers. Substitutes selected from the list will be offered assignments on the basis of this rotation list.

Maps and directions will be provided to the driver prior to driving the substitute run.
- M. In the event that substitute drivers are not available to transport students, thereby necessitating that the students be doubled up on existing available buses, thereby increasing the length of the bus run, then the effected drivers shall receive the substitute pay divided equally among the drivers.
- N. Bus drivers will receive a map that details their bus run. Such maps will note the pick-up and drop-off stops along the run.

ARTICLE XV

VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled after all regular drivers have been assigned.

If a bus run becomes vacant and two or more drivers are equally qualified as determined by the school administration, the driver with the most seniority will have first choice for the position. (Location of the driver and the run will weigh heavily in the determinant of equally qualified but will not be the only determinant.) All vacancies will be posted in the office of the transportation director and a copy to the union president. Interested drivers must apply in writing within five (5) days posting period.

- B. The Board of Education shall provide notification of all school permanent vacancies by posting notice on the union bulletin board. Interested applicants must apply in writing within the five (5) day posting period.

ARTICLE XVI

SNOW DAYS

- A. Both parties recognize that if the New Lothrop Area Public Schools cannot meet the required minimum number of days of student instruction for purposes of complying with State Law, so as to qualify the District for full state aid, then the Board will add additional days necessary to meet the annual instructional minimum required by law. To assist in the compliance of this, it is agreed that:

1. Employees shall be paid for actual student attendance days worked.
2. Employees shall receive regular pay for rescheduled days.
3. Qualified employees shall be paid regular wages for such days not required to be rescheduled for this purpose, as part of the second pay in June following the close of the school year.

- B. If, at any time during the life of this Agreement, it becomes lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities, such as due to severe storms, fires, epidemics, or health conditions, it is agreed that the following school closing provision shall become immediately effective:

1. When conditions not with the control of school authorities such as severe storms, fires, epidemics, or health conditions, or an Employer directive results in the closing of a school or other facility of the Employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

C. To the extent that any other provision of the Collective Bargaining Agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

APPENDIX A
 BUS DRIVERS' PAY SCHEDULE

	<u>1987-88</u>	<u>1988-89</u>
Level 1 1, 2 and 3 years -	\$3,953	1, 2 and 3 years - \$4,087
Level 2 4, 5 and 6 years -	\$4,133	4, 5 and 6 years - \$4,274
Level 3 7 and more years -	\$4,476	7 and more years - \$4,628

Shuttles

1987-88 - \$2.50 per trip

1988-89 - \$2.50 per trip

Kindergarten Runs

Kindergarten salary will be half of the driver's base pay per year for his/her regular run.

Special Trips

	<u>1987-88</u>	<u>1988-89</u>
Pay - \$5.10 per hour		- \$5.20
\$9.70 minimum - trips within school district		- \$10.00
\$20.45 minimum after school trips		- \$21.00

*All step changes occur the first work day of the new school year. If an employee drove a regular run for 90 school days the previous year, she/he will be eligible for an increment.

APPENDIX B

Bargaining unit members shall have the option to participate in the MESSA Health Care Plan, Super Med I and/or MESSA Variable Options and/or Delta Dental Plan comparable to other employee groups.

The agreement in this section shall be subject to the following guidelines:

1. Bargaining unit members who elect to participate in any of the above programs shall pay 100% of the cost.
2. Employees must elect payroll deduction pro-rated over 21 pay periods or 26 pay periods providing they are on a 26 pay period year. (The exception being the first year where less than 21 pays will be used.)
3. Any employee participating must sign up during the month of September.

The Board will provide with no cost to the employee \$5,000 (1987-88)/\$7,500 (1988-89) group term life insurance with \$5,000 (1987-88)/\$7,500 (1988-89) accidental death and dismemberment for each employee.

APPENDIX C

The parties agree that the MESPA Calendar will coincide with the teacher's union calendar and is to be included as Appendix C to this contract.

NEW LOTHROP AREA PUBLIC SCHOOLS
1987-88 School Calendar

Monday, 08/31/87	No Students-Teacher Orientation
Tuesday, 09/01/87	Classes in full session
Friday, 09/04/87	No School
Monday, 09/07/87	Labor Day - No School
Tuesday, 09/08/87	School reconvenes at regular time
Thursday, 11/12/87	No Students-Parent-Teacher Conference 1:00-8:00 p.m.
Friday, 11/13/87	Students/Staff dismissed at 11:30 a.m.
Thurs./Friday, 11/26-27/87	Thanksgiving Vacation - No School
Tuesday, 12/22/87	Christmas Vacation begins at end of day
Monday, 01/04/88	School reconvenes at regular time
Friday, 01/15/88	First Semester Ends
Monday, 01/18/88	No Students-Teacher Records Day-Dismissal at 11:30 a.m.
Tuesday, 01/19/88	Second Semester Begins
Friday, 03/25/88	Spring Vacation begins at end of the day
Tuesday, 04/05/88	School reconvenes at regular time
Friday, 04/08/88	No Students-Parent-Teacher Conference 8:00 a.m.-3:00 p.m.
Monday, 05/30/88	Memorial Day - No School
Thursday, 06/09/88	1/2 day for students-Dismissal at 11:30 a.m. Teacher Record Day in afternoon
Friday, 06/10/88	1/2 day for students-Dismissal at 11:30 a.m.* Teacher Record Day in afternoon
Friday, 10/30/87	End of 1st Quarter 42 Instruction Days
Friday, 01/15/88	End of 2nd Quarter 44 Instruction Days
Friday, 03/25/88	End of 3rd Quarter 47 Instruction Days
Friday, 06/10/88*	End of 4th Quarter 47 Instruction Days
	180 Instruction Days
	4 Teacher Days
	184 Contractual Days

*Calendar lists two (2) additional instructional days, should these not be needed for purposes of complying with the State Board of Education requirements, Thursday, 06/09/88 will become the final student day, and Teacher Record Day on Friday 06/10/88 will be completed at 11:30 a.m. upon check-out with their Principal. Additionally, a second day, if not needed and agreed to by the union and Board, will be deducted from the calendar.

The Board and Association recognize that if the New Lothrop Area Public Schools negotiated calendar cannot provide the required minimum number of days of student instruction for purposes of receiving State Aid, then the Board may add the day or days at the end of the calendar.

This Agreement shall be effective upon ratification and signing by both parties.

This Agreement shall terminate on August 15, 1989.

NEW LOTHROP/MESPA

NEW LOTHROP BOARD OF EDUCATION

Judith G. Hewitt
President

Leslie A. Warner
President

Noetta Grant
Secretary

Thomas E. Sova
Secretary

Dated: 10-21-87

Dated: 10-21-87

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