AGREEMENT

Between The

POSEN CONSOLIDATED SCHOOLS

and

POSEN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION MICHIGAN EDUCATION ASSOCIATION EDUCATIONAL SUPPORT PERSONNEL, NEA NORTHERN MICHIGAN EDUCATION ASSOCIATION

1994-95, 1995-96, 1996-97, 1997-98, 1998-99

Posen Consolidated Schoole

TABLE OF CONTENTS

ARTIC	PAGE
1	Recognition
2	Purpose
3	Extent of Agreement
4	Association Rights/Employee Rights
5	Employer Rights5
6	Grievance Procedure
7	Continuity of Operations 8
8	Work Year, Workweek, Workday9
9	Working Conditions
10	Site-Based Decision Making/School Improvement Plan 14
11	Vacancies, Transfers, and Promotions
12	Seniority
13	Reduction in Personnel, Layoff, and Recall
14	Job Description and Classification
15	Bargaining Unit Member Evaluations
16	Vacations
17	Holidays22
18	Sick Leave
19	Other Paid Leaves
20	Family & Medical Leaves
21	Unpaid Leave
22	Agency Shop
23	Wages
24	Insurance
Signat	ture Page
Annen	idix A 35

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			u

RECOGNITION

1.1 The Posen School District, hereinafter "Employer" hereby recognizes the Northern Michigan Education Association, and the Michigan Education Association Educational Support Personnel (MEA-ESP), an affiliate of the National Education Association, hereinafter "Association", as the exclusive bargaining representative, for the purpose of, and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., (PERA), for all full time and regular part-time aides/paraprofessionals, secretaries/clerical, bus drivers, custodial/maintenance, and food service personnel; excluding supervisory personnel, superintendent's secretary/bookkeeper, probationary employees, and substitute employees that are not otherwise members of the bargaining unit.

PURPOSE

- 2.1 The purpose of this Agreement is to establish the hours, wages, and working conditions of members of the bargaining unit.
- 2.2 The hours, wages, and working conditions set forth in this Agreement shall remain in effect until changed by written, mutual consent of the parties. Any previously established practice, policy, rule, or regulation which is different from the provisions of this Agreement shall be superseded and replaced by this Agreement.
- 2.3 This Agreement is retroactive to the 1st day of July, 1994. All provisions of this Agreement are effective July 1, 1994 and continue through June 30, 1999.

EXTENT OF AGREEMENT

- 3.1 This Contract represents the entire agreement between the Employer and the Association, and shall be binding on the Employer and all members of this bargaining unit. Changes shall not be affected except by written mutual consent.
- 3.2 There shall be no individual contracts issued to members of the bargaining unit.

ASSOCIATION/EMPLOYEE RIGHTS

- 4.1 The Association shall have the right to use a room within the school to hold Association meetings, provided availability is cleared with the Superintendent. There shall be no charge for said use, unless special services are required. In such case, the Employer may assess a reasonable charge.
- 4.2 The Association shall have the right to put up a bulletin board in a mutually agreed to place for the posting of Association notices.
- 4.3. The Employer agrees to furnish to the Association, in response to reasonable written requests, copies of budget, form B and Audit.
- 4.4 No bargaining unit member shall be disciplined without just cause. A written record shall be made of any disciplinary action and become part of the employee's personnel file.
- 4.5 A bargaining unit member shall have the right to have present a representative of the Association at any meeting which will or may lead to disciplinary action by the Employer.
- 4.6 A bargaining unit member shall have the right to examine the contents of their personnel file, and have an Association representative present. Such examination shall be in the presence of the Superintendent or his designee.
- 4.7 A bargaining unit member may submit a written notation to be attached to any material in or to be placed in the member's personnel file.
- 4.8 No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. When material is to be placed in a bargaining unit member's file, the affective bargaining member shall review and sign said material, 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.
- 4.9 Any bargaining unit member accused of sexual harassment shall be entitled to all the protections of this Agreement.

EMPLOYER RIGHTS

- 5.1 The Employer retains exclusively all its legal, customary and normal functions of management of the affairs of the district including, but not limited to, the determination of the number and types of schools and the location, schedules, work methods, hiring, transfers, promotion, demotion and suspension of its employees, the establishment and enforcement of rules to maintain efficiency of and discipline among its employees, and the discipline, suspension and discharge of its employees.
- 5.2 The District will not discriminate against any employees for reasons of age, sex, marital status or race.

GRIEVANCE PROCEDURE

6.1 A claim or complaint by a bargaining unit member that there has been a violation of this Agreement may be processed as grievance.

6.2 Hearing Levels

- A. <u>Informal Level</u>: When a cause for complaint occurs, the affected bargaining unit member(s) shall within 10 days of such alleged occurrence, request a meeting, in writing, with his/her immediate supervisor in an effort to resolve the complaint. The member may have Association representation at such meeting. If the member is not satisfied with the disposition of the complaint, he/she may formalize the complaint in, writing, as provided herein.
- B. Formal Level 1: If a complaint is not resolved at the informal level, the complaint may be formalized as a written grievance by the unit member. Such written grievance must be submitted within five (5) days. The grievance shall state the alleged cause for the grievance, the article and section of this Agreement which have allegedly been violated, the solution sought, and the signature of the member filing the grievance. Such grievance shall be submitted to the immediate supervisor. The immediate supervisor shall have five (5) days to respond in writing, with copies to the Association and the grievant. If the immediate supervisor is the Superintendent, Level 1 is bypassed.
- C. Formal Level 2: If the grievant is not satisfied with the disposition at Level 1, or no disposition has been made within five (5) days of filing the grievance, the grievance may be transmitted to the Superintendent. Such filing must be within five (5) days of the disposition, or five (5) days of the failure to respond. The Superintendent shall have five (5) days to meet with the grievant. Within five (5) days after the conclusion of this meeting, the Superintendent shall render his/her written decision. Copies to be given to the Association and the grievant.
- D. <u>Formal Level 3</u>: If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator.

- E. The arbitrator shall be limited as follows:
 - 1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - 2. He shall have no power to rule on the termination or failure to re-employ any probationary employee.
 - 3. He shall have no power to rule on any matter involving the content of employee evaluations.
- 6.3 Failure to advance a grievance to the next step by an employee within the time limits (5 days) shall deem it abandoned.
- 6.4 Any expense as a result of the hearing and deliberations of the arbitrator shall be shared equally by the Board and the Association.

NOTE: All days referred to herein are working days.

CONTINUITY OF OPERATIONS

- 7.1 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the District during the life of this Agreement.
- 7.2 In the event school is closed due to "Acts of God" (as defined by the State Department of Education-Child Accounting), school year employees shall not be required to report for work. Other employees shall report to work at the direction of the Superintendent. A maximum of two days may be missed for such incidents without loss of pay. School days made up in accordance with State Law and Department of Education regulations shall be done at no additional pay, and according to such calendar as agreed to by the Board and the Posen Education Association.

WORK YEAR, WORKWEEK, WORKDAY

- 8.1 A. The work year for all bargaining unit members shall be as follows:
 - 1. Full Time -- Full year employees shall work a 256 day schedule, with holidays observed being July 4, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday, and Memorial Day. The remainder of the schedule shall be agreed to by the Superintendent and respective employees.
 - 2. Less than full year/full time employees:
 - a. Teacher Aides The work year shall be the same a teachers, according to the calendar adopted by the Board of Education.
 - b. Food Service Personnel The work year shall be the same as full days of student attendance, according to the calendar adopted by the Board of Education, plus two days at the end of the school year to clean and close the kitchen for the year.
 - c. School Year Secretarial/Clerical Personnel The work year begins two weeks before the opening teacher meeting is scheduled, and ends two weeks after the last day of school, according to the calendar adopted by the Board of Education. Days when school office is open but students are not in attendance shall be half days of work.
 - d. Bus Drivers The work year shall be the same as attendance days for students, according to the calendar adopted by the Board of Education.
- 8.2 The work week of bargaining unit members shall be Monday through Friday, except as may be interrupted by a holiday or such other break, according to the calendar adopted by the Board of Education.
- 8.3 The daily work schedule shall be determined yearly in consultation with the Superintendent and the local Association Executive Committee.
- 8.4 All bargaining unit members shall receive one-half (1/2) hour, uninterrupted, duty-free lunch period.
- 8.5 A minimum of one hour shall be credited to an employee called in to work, even if less time is worked by the employee.

- 8.6 The duties of any bargaining unit member or the responsibilities of any position in the unit shall be as described by developed job descriptions (Appendix A). Duties of any position shall not be increased or transferred without prior written agreement of the Association.
- 8.7 Before work projects within the school district are subcontracted, the Superintendent and the affected employees shall meet to discuss the scope and time frame for the project. If the employees have the necessary skills, and the project can be completed within the time frame required, the affected employees will be allowed to perform the work on their own time for compensation at their regular hourly rate, or for comp time on an hour-for-hour basis.

WORKING CONDITIONS

- 9.1 Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. With the exception of custodians whose jobs regularly require outdoor work, no bargaining unit member shall be required to work out-of-doors when the wind-chill factor reaches 10 degrees F. or lower.
- 9.2 Bargaining unit members shall be reimbursed for the cost of licenses or the renewal of licenses required for the bargaining unit member to perform his/her job or position.
- 9.3 The District shall provide without cost to the employee, when required by law, adequate and approved safety equipment which shall be used by the employee in appropriate circumstances. Special clothing for exceptionally dirty jobs will be provided.
- 9.4 The District shall reimburse the employee up to \$50.00 for the cost of a physical examination if such is required by the District or State.
- 9.5 It is understood that when a bargaining unit member is unable to perform their regular duties because of a conflict with duties not required as part of their regular job, there shall be a deduction from their pay for the time missed.
- 9.6 For attendance at extra meetings required by the District or the State, employees shall be paid according to the following schedule:
 - A. Meetings shall be paid at the regular hourly rate, up to the employees' established daily rate, for meetings where the employee misses work to attend. For meetings outside the regular work schedule of the employee, the pay shall be the regular hourly rate, up to a maximum of \$50.00.
 - B. Bus drivers shall be paid at the hourly rate equal to the extra trip hourly rate.
 - C. Expenses incurred shall be reimbursed and mileage for own vehicle use paid at the established district rate.
- 9.7 Student Management and Discipline
 - A. The Code of Student conduct will be distributed to all students and staff at the beginning of each school year.

- B. A bargaining unit member shall not use corporal punishment, as defined in MCL 380.1312(3), under any circumstances.
- C. A bargaining unit member may use reasonable physical force as necessary to maintain order and control in a school or schoolrelated setting for the purpose of providing an environment conducive to safety and learning as authorized by MCL 380.1312(4), 1992 PA 6.
 - 1. Bargaining unit members may use reasonable physical force for the purposes set forth in paragraph 9.7.3 above, but shall not be obligated to risk their own safety to perform such function. In determining whether a bargaining unit member has used reasonable force, deference will be given to the reasonable good faith judgment of that person.
 - 2. As an alternative to corporal punishment, the District will support bargaining unit members' actions to enforce discipline consistent with the District's Code of Student Conduct.
- D. The Employer will also provide specialized training to those bargaining unit members who are responsible for special needs pupils, for whom regular student management or disciplinary techniques may be inadequate or inappropriate
- \mathbf{E} . Nothing in this Article shall be interpreted as requiring a bargaining unit member to work more than his/her regular hours. In the event a bargaining unit member is away from work in connection with any incident mentioned in this Article, said individual shall receive his/her regular salary and the absence will not be charged against the bargaining unit member's leave time. Any case of assault upon a bargaining unit member shall be promptly reported to Employer the orits designated representative.

9.8 Alcohol/Drug Testing

- A. Drug and alcohol testing shall be conducted as prescribed in FMCSR 49 CFR, Part 382.
- B. Employees required to submit to, and undergo testing for drugs or alcohol shall be paid for such time spent, at their regular hourly rate. Treatment costs to be borne by insurance and/or the Employee.

C. Prior to the start of each school year, employees covered by FMCSR 49 CFR shall participate in in-service training on the law, procedures and local policies. Employees shall be paid their regular hourly rate for such time in training.

9.9 Medically Fragile Students

- A. For the purposes of this article, the term "school health services" shall mean any act or junction constituting the "practice of medicine" AND/OR 'PRACTICE OF NURSING', within the meaning of Sections 17001 and 17201 of the Public Health Code (MCL 333.17001,17201).
- B. Before any bargaining unit members shall be required to provide school health services, training shall be provided by the prescribing physician or his/her designee.
- C. In the event the need arises for a bargaining unit member to provide school health service, the most senior member within classification shall be awarded the position. Should s/he refuse the position, the next senior member will be offered the position, until filled. All necessary safeguards will be negotiated at that time.

SITE-BASED DECISION MAKING/SCHOOL IMPROVEMENT PLAN

- 10.1 In implementing and operating SBDM/SIP, no provision, formal and/or informal understandings, condition or practice established between the parties or by the collective bargaining agreement shall be altered, modified or superseded except as mutually agreed in writing by the Board and the bargaining unit.
- 10.2 Any participation in SBDM/SIP whether in full or in part, shall be voluntary. The participation or lack of participation of an individual bargaining unit member or group of bargaining unit members in SBDM/SIP shall neither be considered nor have merit in the Board's decisions regarding the evaluation, assignment, promotion, discipline or discharge of any bargaining unit member or any other condition of employment including the placement of any information in any bargaining unit member's personnel file.
- 10.3 After implementation of SBDM/SIP the Board and the Association will periodically evaluate SBDM/SIP.
- 10.4 The composition and operation of a building's SBDM/SIP committee(s), shall be subject to the following provisions:
 - A. Each SIP-SBDM committee shall be composed of a majority of non-administrative employees from the building.
 - B. No employee classification will be denied representation on the SBDM/SIP committee.
 - C. The building administrator and the bargaining unit members will mutually agree to the composition of the building committee (i.e., parents, students, and others in the school committee).

VACANCIES, TRANSFERS, AND PROMOTIONS

- 11.1 A vacancy shall be defined as a newly created position or a present position that is not filled.
- 11.2 All vacancies shall be posted on the school district office door, with a copy sent to the Association President. Such posting shall be for a period of seven (7) calendar days.
- 11.3 Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. mail, to their last known address.
- 11.4 Applicants from within the bargaining unit shall be considered for the position before outside applicants will be considered. The Board reserves the right to determine qualifications for all positions, and to place the most qualified person in vacant positions.
- 11.5 In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.
- 11.6 Bargaining unit members shall not be placed on a lower step (salary schedule, wage scale) due to involuntary transfers.
- 11.7 The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.
- 11.8 A bargaining unit member's pay rate shall not be reduced as a result of any temporary change in duties.

SENIORITY

- 12.1 Seniority shall be defined as the length of continuous service within the district, excluding approved leaves of absence. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event more than one unit member has the same starting date, positions on the seniority list shall be determined by drawing lots.
- 12.2 Part-time bargaining unit members shall accrue seniority on pro rata basis. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- 12.3 For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
 - A. Aides/Paraprofessional
 - B. Custodial/Maintenance
 - C. Food Service
 - D. Secretarial
 - E. Bus Drivers
- 12.4 Seniority list to be updated annually, by October 1, and signed by the Association President and posted.
- 12.5 Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may at his/her option be employed at other work on a job that is operated by the Employer, which he/she can do, provided he/she is qualified and a vacancy is available; subject to the provisions in Article 11.
- 12.6 Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position, subject to provisions in Article 11.5.

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- 13.1 Layoff shall be a reduction in the work force beyond attrition, due to a lack of funds, enrollment losses, or such other condition requiring a reduction, as determined by the Board of Education.
- 13.2 Bargaining unit members shall receive a minimum of Twenty (20) days notice of impending layoff. In the event of a layoff, probationary employees within affected job classifications shall be laid off first, followed by bargaining unit members with the least seniority, until the necessary reduction is completed. The Board reserves the right to determine affected classifications. Members facing layoff, who are determined by the Board to possess the necessary qualifications for positions in other job classifications, may displace a less senior unit member in such other job classification not affected by the layoff.
- 13.3 Upon mutual written agreement of the employee and the Board, individual seniority rights may be waived for the purpose of accepting a voluntary layoff.

If such an agreement is reached, the following form shall be used:

Individual Agreement

The undersigned hereby agrees to waive his/her seniority for purposes of the Posen School District impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Agreement, including recall rights and other contractual privileges or benefits conferred under the Agreement. This waiver pertains solely to the order in which said bargaining unit member might be laid off during the period of this Agreement.

Date	Signature	
	Barga	ining Unit member
Date	Signature	
		ation Representative
Date	Signature	
		yer Representative

- 13.4 There shall be no reduction in the normal work hours provided for any bargaining unit member or position without prior notification of the Association. In the event of a reduction in the work hours in a department, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) calendar days after written notice to the affected bargaining unit member(s) is given by the Employer.
- 13.5 A laid off bargaining unit member shall be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer after the first thirty (30) days of such layoff, during which time all fringe benefits will be continued by the Employer. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which the Board determines they are qualified.
- 13.6 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to acknowledge his/her intent, in writing, to the Board. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the five (5) day period. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Bargaining unit members on layoff shall not accrue seniority during the period of such layoff.

JOB DESCRIPTION AND CLASSIFICATION

- 14.1 Job descriptions shall be developed jointly by the Employer and the Association. The descriptions shall be attached to this Agreement as Appendix A. The descriptions will include at a minimum:
 - A. Job Title and Description
 - B. Minimum requirements.
 - C. A specific statement of required tasks and responsibilities.

Any evaluations of bargaining unit members' work performance shall be based upon said job descriptions.

BARGAINING UNIT MEMBER EVALUATIONS

- 15.1 Evaluations shall be based on job descriptions and shall be as a result of observed criterion.
- 15.2 Evaluations shall be reduced to writing, and reviewed with the employee within ten (10) days of formal observation or by May 1, whichever is earlier. The employee and evaluator shall sign and date the written evaluation, with one copy being placed in the employee's personnel file and one copy going to the employee. The employee's signature does not mean that he/she agrees or disagrees with the evaluation. The employee shall have the right to have a written response attached to the file copy of the evaluation.

15.3	All v	written	evaluations	shall	have	a	statement	indicating	"The	work
performance of is as follows at this time:										
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VACATIONS

16.1 Full Time full-year employees shall receive paid vacation time according to the following schedule:

Years of Service

Vacation Days

Less than One (1) year

0 days

One (1) year, but less than

Two (2) years

5 days

One Day added for each additional year of service, to a maximum of twenty (20) days.

- 16.2 A maximum of Five (5) vacation days may be carried forward from one year to the next. Unused vacation days over Five (5) days on the anniversary date of employment shall be lost.
- 16.3 Employees working less than full time full-year shall not accrue vacation time.

HOLIDAYS

17.1 Employees in the following classifications shall have paid holidays as specified below:

Custodial/Maintenance

July 4
Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Good Friday
Memorial Day

School Year Secretary

Labor Day Thanksgiving Day Christmas Day New Year's Day Good Friday Memorial Day

Paraprofessionals

Labor Day Thanksgiving Day New Year's Day Good Friday Memorial Day Christmas Day

Secretary/Bookkeeper

July 4 Labor Day Thanksgiving Day Christmas Day New Year's Day Good Friday Memorial Day

Food Service

Labor Day Thanksgiving Day Christmas Day New Year's Day Good Friday Memorial Day

Bus Drivers

Labor Day Thanksgiving Day New Year's Day Good Friday Memorial Day Christmas Day

SICK LEAVE

18.1 Sick days accrue for all bargaining unit members according to the following table:

School Year employee/10 per year/accumulate to 50

Full-Year employees/12 per year/accumulate to 60, or the number of days an employee has as of November 11, 1991, whichever is greater.

- 18.2 Sick days shall be credited in the following manner: Beginning employees are credited with Five (5) sick days after the first full week of work. After Five (5) months of work is completed, One (1) additional sick day is added at the start of each month to be worked until prescribed yearly or accumulation totals are reached.
- 18.3 Sick days granted are based on hours worked per day and shall be accumulated and used as such.
- 18.4 Sick days may be used for the following:
 - A. Personal illness or disability, to include those related to pregnancy.
 - B. Family illness One day per year may be used for family illness within one's household. This is noncumulative.
 - C. Doctor or dentist appointments Up to two days per year may be used for doctor or dentist appointments. Time may be used in one hour increments, to cover travel time and time spent in the doctor's or dentist's office. This is noncumulative.

OTHER PAID LEAVES

- 19.1 Personal Business -- Two days per year may be used for personal business. Such days may not be used the day before or the day after a vacation or holiday. Such days may be used for such things as attorney appointments, household emergencies (fire, water, sewer, furnace) or other appointments which cannot be scheduled at other times. They may not be used for recreational purposes, shopping trips, or entertainment. This is noncumulative.
- 19.2 Funeral -- Employee may use up to four (4) days for immediate family funerals per year. Immediate family to include husband, wife, father, mother, brother, sister, children, stepchildren, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, and grandparents.
- 19.3 Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including required attendance during an arbitration or fact-finding proceedings, shall be paid the difference between the regular pay and the amount receive for such attendance.

FAMILY AND MEDICAL LEAVES

- 20.1 Upon request, the employers shall grant unpaid leaves of up to twelve (12) weeks for the following reasons:
 - a) The serious health condition of the employee; or
 - b) The serious health condition of the employee's spouse, parent-in-law, grandparent, or child. Or
 - c) The birth of a child; or
 - d) The placement of a child for adoption or foster care

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self care because of physical or mental disability; or a biological, adopted, or foster child.

- 20.2 Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.
- 20.3 The employee shall have the option of first using accrued paid sick leave, vacation, and/or personal leave during the leave. The remainder of any leave time will be unpaid.
- 20.4 Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.
- 20.5 Seniority shall continue to accrue during the leave.
- 20.6 The employee shall have the right to take the leave on a reduced or intermittent schedule.
- 20.7 Whenever practicable, the employee will provide the employer at least thirty calendar days written notice of the request for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave.

UNPAID LEAVES

- 21.1 Leaves of absence without pay or benefits up to one (1) year in duration may be granted by the Board of Education upon written request from an employee. During said leaves, seniority shall not continue to accumulate. Such leave may be renewed upon mutual agreement of the employee and the Board.
- 21.2 Requests for leaves of absence shall include the reason for the leave along with the beginning and ending dates of the leave. An employee shall notify the employer of his/her intent to return to work at least one month prior to the date the leave is scheduled to expire.
- 21.3 An employee returning from a leave of absence shall be reinstated to the position and classification he/she held when the leave began or to a comparable position, subject to the layoff and recall provisions of this Agreement.
- 21.4 A pregnant bargaining unit member may commence said child care leave prior to, or subsequent to, the birth of her child at her option.
- 21.5 Insurance benefits shall continue through the final month of employment, with the option of self-paid insurance in the group for the remainder of the leave.

AGENCY SHOP

22.1 Posen Support Personnel, as a condition of employment, pay either Association membership dues or a service fee to the Association in an amount established by the Association.

Employees hired before July 1, 1991 shall, within thirty (30) days of the date of ratification of this Contract by both parties, have the right to make a one time only choice to not join the Association and not to pay a service fee for one (1) full year. Thereafter, the service fee will be applicable.

The Board and Association agree that the payroll deduction of membership dues and/or service fees is required as a condition of the collective bargaining agreement. The Board will accordingly deduct the amounts designated by the Association through payroll deduction pursuant to the authority set forth in M.C.L.A. 408.477. The Board will deduct one-twelfth (1/12th) of such dues and contributions from the first regular salary check of the employee each month for Twelve (12) months beginning in January and ending in December of each year for full-time, full-year employees. The Board will deduct one-tenth (1/10th) of such dues and contributions from the first regular salary check of the employee each month for Ten (10) months beginning in September and ending in June of each year for full-time ten-month employees. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, 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 Association.

- 22.2 With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for membership dues or service fee, the Board agrees promptly to remit to the Association those sums collected, accompanied by a list of employees from whom deductions have been made.
- 22.3 Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies and procedures for contesting the level of Service Fee set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

- 22.4 In the event of any legal action against the employer because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, and agrees to indemnify and save the Board and individual Board members harmless against any and all claims, demands, losses, costs and expenses arising out of or incurred directly or indirectly because of the application, implementation and enforcement of this Article.
- 22.5 Upon written authorization from the employee, the employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to NEA-PAC, MEA-PAC, annuities, credit union, savings bonds, United Fund donations or any other plans or programs jointly approved by the Association and the employer.

WAGE RATES

23.1 Bus Driver Wages

Route	Minutes	1994-95	1995-96	1996-97	1997-98	1998-99
1	210	6,700	7,100	7,300	7,519	7,745
2	200	6,381	6,762	6,952	7,161	7,376
3	170	5,424	5,748	5,910	6,087	6,269
4	130	4,148	4,395	4,519	4,655	4,794
5	130	4,148	4,395	4,519	4,655	4,794
6	120	3,829	4,057	4,171	4,297	4,425
7	110	3,510	3,719	3,824	3,939	4,057

Bus routes are figured in minutes driven per day plus 30 minutes for bus maintenance. The route with the longest duration will establish the base rate. The minutes driven plus 30 for all other routes will be divided by the base route to determine the percent of the base route and establish a salary.

Example: Base Route 210 minutes paid at \$6,700
Route #2 = 200 minutes =
$$200 \div 210 = .9524$$

 $.9524 \times $6,700 = $6,381$

Route #2 Salary = \$6,381

The driver will also be paid an additional \$1.00 for each student assigned to their bus route as of the third week of each semester.

The driver shall report accurate mileage and student count data to fulfill the intent of the salary schedule. Mileage will be determined from the place of the first student pick up in the morning to the Posen School, added to the number of miles from the Posen School to the last student's exit from the bus on the afternoon route.

A driver shall be paid an additional salary if the route must be started before 7:15 a.m. The Superintendent must authorize any route beginning before 7:15 a.m. Payment: \$520.00

Payment for routes starting before 7:00 a.m.: \$570.00

Bus Driver Trainer to be paid \$10.00 per hour.

Extra Trips

Payment:	1994-95	\$6.48	Minimum Payment	1994-95	\$17.04
	1995-96	6.61		1995-96	17.38
	1996-97	6.74		1996-97	17.72
	1997-98	6.94		1997-98	18.26
	1998-99	7.15		1998-99	18.80

Bus drivers shall suffer no loss of pay when they are unable to drive their regular route because they are assigned to drive an extra trip.

For out of town bus trips paid for by school clubs or organizations, the club or organization may request the driver or drivers of their choice.

Trip time will be considered as time leaving Posen School to returning to Posen School.

Extra trip drivers will be paid \$5.00 per trip for cleaning the bus after the trip. Drivers will be reimbursed \$4.45 for lunch if held over during a lunch period.

- a. Over 100 miles one way entitled the driver to a lunch and/or a dinner.
- b. Under 100 miles one way with a significant layover entitles the driver to a lunch and/or a dinner.

Regular drivers shall be given the option to drive extra trips, before they are offered to substitute drivers.

23.2 Other Wages

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>	<u>1998-99</u>
High School Secretary	7.34	7.49	7.64 7.91	7.87	8.10
Financial Secretary	7.60	7.75		8.15	8.39
Paraprofessionals: Classroom Aides Instructional Aides	5.11 6.23	5.36 6.36	5.61 6.48	5.78 6.68	5.95 6.88
Cook*	8.48	8.65	8.82	9.08	9.36
Alternate Cook	7.36	7.51	7.66	7.89	8.13
Head Custodian	10.87	11.08	11.31	11.64	11.99
Custodian	10.01	10.21	10.42	10.73	11.05
Housekeeper	4.89	5.25	5.36	5.52	5.68

*There will be a \$.10/hr premium paid to the cook responsible for bookkeeping, inventory, and ordering of materials and product for food service. No member will be reduced in wage.

23.3 Additional Schooling

The Board agrees to pay a member one cent (.01) per two hour increase for every successfully completed and committee approved semester hours of post high school training.

Present employees will submit to a committee comprised of the Superintendent or designee and the Association President or designee, in writing all post high school course work. The committee will determine which hours will be applicable.

Future employees will have their course work reviewed by the committee prior to establishing their hourly rate.

Should an employee wish to enroll in course work applicable to their employment, prior approval must be obtained from the committee to receive the additional schooling credit.

Should the Board require and fund work related training for the employee, said training hours or CEU's shall not apply to this clause.

HEALTH INSURANCE

24.1 The Employer shall provide without cost to the bargaining unit member* the following insurance package:

1994-95:

Full Time Custodians, Bus Drivers and the Financial Secretary:

- Set Ultra Med (Full Family) Board paid deductible, health insurance.
- Set 50% to 100% decreasing deductible to \$600/year dental.
- Set Ultra vision.

Bus Drivers:

• Set Ultra Med (Full Family) - Board paid deductible, health insurance.

1995-96:

Full Time Custodians, Bus Drivers, and the Financial Secretary:

- Set Ultra Med Board paid deductible, health insurance.
- Set 50% to 100% decreasing deductible to \$1000/year dental.
- Set Ultra vision (program above this comparable to VSP-2).

Bus Drivers:

• Set Ultra Med - Board paid deductible, health insurance.

Cooks, Housekeeper, High School Secretary, and Paraprofessionals:

• Set Ultra Med (single subscriber) - Board paid deductible, health insurance

1996-97:

Full Time Custodians, Bus Drivers, and the Financial Secretary:

- Set Ultra Med Board paid deductible, health insurance.
- Set 50% to 100% decreasing deductible to \$1000/year dental.
- Set Ultra vision (program above this comparable to VSP-2).

Bus Drivers:

• Set Ultra Med - Board paid deductible, health insurance.

Cooks, Housekeeper, High School Secretary and Paraprofessionals:

• Set Ulta Med (two person) - Board paid deductible, health insurance

1997-98:

All bargaining unit members* shall receive:

• Set Ulta Med (full family) - Board paid deductible, health insurance.

Full Time Custodians and the Financial Secretary will receive in addition to the above:

- Set 50% to 100% decreasing deductible to \$1000/year dental.
- Set Ultra vision (program above this comparable to VSP-2).

1998-99:

Same as 1997-98

*Bus drivers must have two (2) runs. All other employees must work a minimum of six hours. Half time employees will be eligible for 50% subsidy. Employees working less than six hours but more than four per day will be prorated (e.g., five hours per day pro rates to 5/8ths subsidy by the Employer).

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives.

NORTHERN MICHIGAN EDUCATION ASSOCIATION, MEA/NEA	BOARD OF EDUCATION
By Dan Bennett NMEA Chairperson	By Board President
By Dave Bowman NMEA Staff Liaison	By Board Secretary
ByCharles T. Herring, 14A Uniserv	By
By Virginia Schellie Bargaining Committee	Ву
By Bernard Soik Bargaining Committee	
By Edward Stema Bargaining Committee	
By Joan Leinbach Bargaining Committee	
ByBetty Ann Schellie Bargaining Committee	
Dated this day of June, 1995.	

APPENDIX A

POSEN CONSOLIDATED SCHOOLS

JOB DESCRIPTION

TITLE: Head Cook (5 Days a Week) -- 7-1/2 Hours Per Day

QUALIFICATIONS:

- 1. Education: High School Diploma
- 2. Good employment record, including attendance.
- 3. Demonstrates ability to assume responsibility and to work as a positive team with employees and staff.
- 4. Be able to lift and carry 50 pounds.

SUPERVISOR: Superintendent or designee

- 1. Set up kitchen for breakfast, including heating and serving food.
- 2. Maintain production worksheet for breakfast.
- 3. Plan menu for breakfast to meet staff.
- 4. Help clean up breakfast area including kitchen and dishes.
- 5. Responsible for serving meals, cleanup, keeping track of supplies and ordering whatever is needed.
- 6. Prepare weekly food production sheets, fill daily sheets, and send to supervisor.
- 7. Prepare meal for the day (cook or bake) responsible for quantity needed each day.
- 8. Order food supplies and bread orders.
- 9. Responsible for government orders and inventory.
- 10. Keep freezer, cooler and storeroom neat and orderly.
- 11. Do menu for Presque Isle Paper, school office and send copy to supervisor.

Head Cook - 5 Days Per Week Page 2

- 12. Put stock away in storeroom, freezer and cooler, government and order orders.
- 13. Make sure prep is done for the next day.
- 14. Help keep area and equipment clean.
- 15. Supervise student helpers in kitchen area.

TERMS OF EMPLOYMENT: Work year shall be 180 days of student attendance, plus two days at the end of school year for cleaning and closing of the kitchen.

JOB DESCRIPTION

TITLE: Alternate Cook (1 Day a Week) -- 7-1/2 Hours Per Day

QUALIFICATIONS:

- 1. Education: minimum of a high school diploma.
- 2. Must be able to lift 50 pounds.
- 3. Demonstrated good employment record, including attendance.
- 4. Demonstrated ability to assume responsibility and to work as a positive team member.

SUPERVISOR: Superintendent or his designee

RESPONSIBILITIES:

- 1. Prepare meals that meet state regulations.
- 2. Serve proper portion at meal time.
- 3. Knowledge to weigh and measure all food.
- 4. Ability to fill out daily usage sheets.
- 5. Help keep kitchen area clean.
- 6. In absence of 4 day or 5 day cook, replace and perform duties.

TERMS OF EMPLOYMENT: Will work 1 day per week for 36 weeks more or less as determined by the School Calendar and two days for clean up and closing of the kitchen.

JOB DESCRIPTION

TITLE: Cook (4 Days a Week) -- 7-1/2 Hours Per Day

QUALIFICATIONS:

- 1. Minimum of a High School Diploma
- 2. Good employment record, including attendance.
- 3. Demonstrates ability to assume responsibility and to work as a positive team with employees and staff.
- 4. Be able to lift and carry 50 pounds.

SUPERVISOR: Superintendent or designee

RESPONSIBILITIES:

- 1. In absence of cook, replace her and perform her duties.
- 2. When cooking and baking help with preparation and keep pots and pans done. Help serve on lunch line.
- 3. Utilize commodities when planning lunch menus. Send copy of menu to office for papers and radio. Subject to approval of Superintendent.
- 4. Help supervise student helpers and paraprofessionals in their kitchen duties.
- 5. Do kitchen laundry when necessary.
- 6. Keep kitchen and related areas clean and in condition to pass Health Department inspection.
- 7. Help out where ever needed and shop for needed items.

TERMS OF EMPLOYMENT: Will work 144 days more or less as determined by the School Calendar and two days for cleanup and closing of kitchen.

JOB DESCRIPTION

TITLE: High School Secretary

QUALIFICATION:

SUPERVISOR: High School Principal

RESPONSIBILITIES:

- 1. The high school secretary shall also perform duties as athletic director secretary.
- 2. Typing and filing and copying as needed.
- 3. Organize and supervise the front office, including student assistants.
- 4. Help with student scheduling, do attendance, and report cards.
- Receive and receipt revenues from school projects, athletic events, class and club activities, uniforms, and supplies and materials.
- 6. Organize and supervise candy store operations.
- 7. Other duties as assigned by the principal and athletic director.

TERMS OF EMPLOYMENT:

The work year for this position shall begin August 1 through June 30. The hours shall be eight hours a day when students are in session, and four hours a day when students are not in session, or as assigned by the principal.

JOB DESCRIPTION

TITLE: Financial Secretary

QUALIFICATIONS:

SUPERVISOR: Superintendent or his designee

RESPONSIBILITIES:

- 1. Student Activity Account bookkeeping, receipts and disbursements.
- 2. Athletic Account bookkeeping, receipts and disbursements.
- 3. Revolving Account bookkeeping, receipts and disbursements.
- 4. Chapter I bookkeeping
- 5. Article 3 bookkeeping
- 6. School Newsletter
- 7. Hot lunch receipts
- 8. Board of Education meetings and agenda packets
- 9. Elementary secretary
- 10. State reports as required
- 11. Typing and filing as required
- 12. Other duties as assigned by the Superintendent and Elementary Principal

TERMS OF EMPLOYMENT: Two Hundred Fifty-Six (256) day work schedule.

JOB DESCRIPTION

TITLE: Custodian/Maintenance - A

QUALIFICATIONS:

- 1. Education: minimum of a high school diploma.
- 2. Experience and/or vocational training in institutional cleaning and custodial maintenance preferred.
- 3. Must be able to lift and carry a minimum of sixty (60) pounds.
- 4. Demonstrated ability to assume responsibility with a minimum of supervision.
- 5. Ability to recognize the need and perform minor repairs.
- 6. Demonstrated evidence of a good employment record, including attendance.

SUPERVISOR: Director of Buildings & Grounds

- 1. Any cleaning of rooms assigned to day custodian.
- 2. Set up and clean up lunch room.
- 3. Clean all buildings and furnishings.
- 4. Perform minor maintenance in assigned areas, to include repair to pencil sharpeners, tightening and replacing bolts, screws, changing lamps, etc.
- 5. Promote high safety standards at all times.
- 6. Custodian has to be at the front door at 3:00 p.m. to make sure that all the kids are gone.
- 7. Take down flag.
- 8. Dump all trash containers, pencil sharpeners, clean chalk rails, and pick up all large debris.
- 9. Sweep or vacuum all classrooms, offices, and corridors.

Custodian/Maintenance - A Page 2

- 10. Check lights and electric fixtures, replace tubes, and bulbs that are burned out.
- 11. Secure all doors and windows.
- 12. Take care of any and all activities.
- 13. All floors be swept daily, including halls, stage, gym, bleachers, offices, bathrooms, locker rooms, libraries, and classrooms.
- 14. Help with snow removal.
- 15. Replace burned out light bulbs.
- 16. Set up and take down chairs and tables for meetings and special events.
- 17. Repair and maintain furniture and equipment.
- 18. Perform required summer cleaning and maintenance.
- 19. Secure the building and grounds at the end of the day.
- 20. Bus driver certification and availability for bus runs required for custodian.
- 21. Other duties as assigned by the supervisor.

Weekly

- 1. Touch up floor finish where necessary.
- 2. Keep custodian room clean.
- 3. Mop designated floors.

TERMS OF EMPLOYMENT: Two Hundred Fifty-Six (256) day schedule.

JOB DESCRIPTION

TITLE: Housekeeping - B

QUALIFICATIONS:

- 1. Education: minimum of a high school diploma.
- 2. Experience and/or vocational training in institutional cleaning and custodial maintenance preferred.
- 3. Must be able to lift and carry a minimum of sixty (60) pounds.
- 4. Demonstrated ability to assume responsibility with a minimum of supervision.
- 5. Ability to recognize the need and perform minor repairs.
- 6. Demonstrated evidence of a good employment record, including attendance.

SUPERVISOR: Director of Buildings & Grounds

- 1. Any cleaning of rooms assigned to day custodian.
- 2. Clean and check sinks, drinking fountains.
- 3. Check toilet tissue and paper dispensers.
- 4. Keep finger marks off glass at all entrances, and doors.
- 5. Clean all buildings and furnishings.
- 6. Promote high safety standards at all times.
- 7. Dump all trash containers, pencil sharpeners, clean chalk rails, and pick up all large debris.
- 8. Dust room and furniture.
- 9. Clean toilet bowls, urinals, seats, and fixtures in restrooms. Disinfect also.
- 10. Clean restroom mirrors and partitions.
- 11. Mop restroom floors and disinfect.

- 12. Clean any marks from ceilings and walls.
- 13. Fill all soap and paper dispensers.
- 14. Mop any classrooms that need it. Mop corridors and other areas that need attention.
- 15. Take care of any and all activities.
- 16. Mop all spills and standing water.
- 17. Dust locker tops, window sills, shelves and flat surfaces when needed.
- 18. Vacuum carpeted areas as needed.
- 19. Keep paper towels and toilet tissue at acceptable level, so as not to run out before next cleaning.
- 20. Mop and wax hallways, classrooms, office, and stage as needed.
- 21. Wash desk tops and table tops once a week.
- 22. Remove writing and scuff marks from walls as soon as noticed.
- 23. Clean windows on doors as needed, entrance doors daily.
- 24. Other duties as assigned by the supervisor.

Weekly

- 1. Dust all high places and window sills.
- 2. Remove cobwebs.
- 3. Clean behind furniture and appliances.
- 4. Clean anything that gets neglected daily.
- 5. Touch up floor finish where necessary.
- 6. Keep custodian room clean.

JOB DESCRIPTION

TITLE: Custodian/Maintenance - C

QUALIFICATIONS:

- 1. Education: minimum of a high school diploma.
- 2. Experience and/or vocational training in institutional cleaning and custodial maintenance preferred.
- 3. Must be able to lift and carry a minimum of sixty (60) pounds.
- 4. Demonstrated ability to assume responsibility with a minimum of supervision.
- 5. Ability to recognize the need and perform minor repairs.
- 6. Demonstrated evidence of a good employment record, including attendance.

SUPERVISOR: Director of Buildings & Grounds

- 1. Open building each day; to include heat, lights, hot water, security check, etc.
- 2. Tend to the boiler; performing routine maintenance and preventive maintenance, within capabilities.
- 3. Secure price quotation and order maintenance and custodial supplies and equipment.
- 4. Perform day-to-day maintenance on buildings and equipment.
- 5. Perform custodial duties during the day shift as may be required to keep the school and grounds clean and safe.
- 6. Possess a Michigan Commercial Driver License with the necessary endorsements to drive school bus, to facilitate transportation of students during the school day.
- 7. Supervise and assist with summer maintenance of buildings, grounds, and equipment.

Custodian/Maintenance - C Page 2

- 8. Perform or be responsible for winter snow removal.
- 9. Check playground equipment and maintain.
- 10. Dispose of trash and milk cartons, dump any other papers, etc.
- 11. Clean all buildings and furnishings.
- 12. Perform minor maintenance in assigned areas, to include repair to pencil sharpeners, tightening and replacing bolts, screws, changing lamps, etc.
- 13. Clean sidewalks.
- 14. Promote high safety standards at all times.
- 15. Put up flag.
- 16. Set up and clean lunchroom.
- 17. Take care of any and all activities.
- 18. Take care of whatever the Supervisor may require.

$\underline{\text{Weekly}}$

- 1. Keep roof drains open.
- 2. Keep custodian room clean.
- 3. Keep boiler room clean.

Monthly

- 1. Clean or vacuum heaters.
- 2. Check and lubricate; door closures, hinges, locks, and tighten screws on all doors.
- 3. Tighten all toilet seats.
- 4. Repair or replace any soap or paper dispensers.

TERMS OF EMPLOYMENT: Two Hundred Fifty-Six (256) day schedule.

JOB DESCRIPTION

TITLE: CLASSROOM AND INSTRUCTIONAL PARAPROFESSIONAL AIDE

QUALIFICATION:

- 1. Education: Minimum of a high school diploma.
- 2. Knowledge of or willingness to work with children of all ages with physical and mental disabilities.
- 3. Ability to relate successfully with fellow workers.
- 4. Ability to assume responsibility with a minimum of supervision.
- 5. Ability to supervise and work with young children.
- 6. Evidence of a good employment record, including attendance, if previously employed outside the home.

SUPERVISOR: Building Principal

- 1. Supervision of children.
- 2. Reinforce what has been taught by the teacher.
- 3. Supervise a safe setting for all students.
- 4. Follow schedule as outlined by Principal or designee and yet be flexible because of special programs within the school day.
- 5. Assist teachers and/or administration.
- 6. Recess Supervision as directed.
- 7. Assist with mealtime programs:
 - a. Serve
 - b. Supervise
 - c. Cash register

Classroom and Instructional Paraprofessional Aide Page 2

- 8. Dismissal -- bus duty
- 9. Hall monitoring
- 10. Witnessing medications.
- 11. Observe student at lunch to avoid choking.
- 12. Keep records when and where required.
- 13. Maintain a high level of ethical behavior and confidentiality.
- 14. Other duties as assigned by supervisor.

TERMS OF EMPLOYMENT: One Hundred Eighty-One (181) days.

JOB DESCRIPTION

TITLE: Bus Driver

QUALIFICATIONS:

1. Meet the certification requirements of the State of Michigan for school bus driving.

SUPERVISOR: Superintendent

RESPONSIBILITIES:

- 1. Conduct pre-trip inspection of school bus prior to every trip.
- 2. Report bus accidents and pupil injuries to authorities.
- 3. Conduct emergency evacuation drills in keeping with school policies.
- 4. Drive with safety of students as first priority.
- 5. Report personal absences (need for a sub) in accordance with provisions of the contract.
- 6. Perform bus housekeeping duties inside bus.
- 7. Report bus defects to supervisor.
- 8. Operate all vehicle types used in transporting pupils in school district.
- 9. Demonstrate knowledge of rules and regulations set forth by local, state, and federal authorities, including state laws and local ordinances.
- 10. Administer disciplinary procedures in keeping with school policies.
- 11. Other responsibilities of a bus driver as assigned by the supervisor in accordance with the Master Agreement.

TERMS OF EMPLOYMENT: One Hundred /Eighty (180) days.

A 1/4 /