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7/1/2000

AGREEMENT

BETWEEN THE

ST. JOSEPH PUBLIC SCHOOLS

AND THE

NON-TEACHING EMPLOYEES
ASSOCIATION

St. Joseph Public Schools

1997-98

1998-99

1999-2000

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ARTICLE I

Agreement

This Agreement is entered into this 7th day of July, 1997, by and between the St. Joseph Public Schools hereinafter referred to as the District and the Non-Teaching Employees Association, hereinafter referred to as the Association.

Section 1: Purpose and Intent

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement.

Section 2: Unit Description

The District recognizes the Association as the sole and exclusive bargaining agent for the full-time and regular part-time bus drivers employed by the District, excluding professional, supervisory, office clerical, custodial, food service, maintenance, mechanics, aides, employees of independent contractors and all other employees with respect to wages, hours and other terms of employment.

Section 3: Applicability of Agreement

Any reference to mail employees throughout this Agreement shall mean like reference to female employees.

Section 4: Non Discrimination

The District and the Association agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his race, color, creed, age, sex, marital status, physical ability, nationality or political belief, nor shall the District or its agents, nor the Association, its agents or members discriminate against any employee or applicant for employment because of his membership or non-membership in the Association.

ARTICLE II

Board of Education Rights and Responsibilities

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves to itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan, and of the United States.

Both parties acknowledge that, except as specifically changed or amended by other Articles of this Agreement, the Board's rights, responsibilities and powers, as referred to above, shall include by way of illustration but not by way of limitation , the right to:

1. Manage and administer the school system, its properties and facilities, in its business operations.
2. Determine overall rules and objectives, as well as general policies affecting the delivery of the education program and services provided by the District.
3. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system, including rules and regulations concerning the delivery of transportation services.
4. Give direction to its employees, including the right to hire all employees, determine their qualification, the conditions of their continued employment or dismissal or demotion and to promote and transfer such employees.
5. Determine scheduling, times of employment, bus routes and methods of operation.
6. Decide upon what services, supplies and equipment are necessary to continue the school systems operation, deliver the services it deems necessary and to establish standards for the use and operation of school facilities and properties.

ARTICLE III

Association Rights and Responsibilities

Section 1: Association Activity

The Association agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during working hours. The Association shall be allowed to hold meetings on school property provided a prior written request is submitted to the Business Manager five (5) work days prior to the date requested which request will be granted, unless, the desired facility is scheduled for use which would result in a conflict with or it would interfere with school activities.

Section 2: Association Responsibilities

Representatives for this bargaining unit shall be permitted to confer with the bargaining unit employees with respect to official Association business on the District's premises, but not on the District's time if it interferes with the employee's duties. However, this Section shall not limit the right of an individual employee to have an Association representative present when he is going to receive a verbal or written reprimand or warning. The Association will provide the Board with a list of officers and representatives within two weeks of each selection.

Section 3: Bulletin Boards

The District will provide a bulletin board at the Bus Garage upon which the Association shall be permitted to post notices concerning its business and activities. Such notices shall contain nothing of a political or defamatory nature.

The District assumes no liability or responsibility for the provision of this service, and the Association shall hold the District harmless from such use of the District's bulletin board.

Section 4: Agency Shop, Modified

Employees, as a condition of continued employment, who, as of the date of execution of this Agreement, have completed their probationary period shall within thirty-one (31) days either (1) become a member of the Association; or, (2) cause to be paid to the Association a representation fee equal to the monthly Association dues (less any social or political expenses) uniformly required of all Association members; or, (3) cause to be paid to the St. Joseph Public Schools scholarship fund an amount equal to the monthly Association dues (less any social or political expenses) uniformly required of all Association members.

Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, shall, upon completion of their probationary period or thirty-one (31) days from date of hire, rehire or transfer into the bargaining unit, whichever is the latter, (1) become members of the Association; or, (2) cause to be paid to the Association a representation fee as defined above; or (3) cause to be paid to the St. Joseph Public Schools scholarship fund a contribution as defined above as a condition of continued employment.

Section 5: Dues, Representation Fee, Scholarship Fund Check Off

Each employee may sign and deliver to the Employer an assignment authorizing the deduction of Association dues, representation fees or scholarship fund contributions. Such authorization shall continue in effect from year to year unless revoked in writing by the employee. Upon receipt of said authorization, the District will deduct from the employee's pay the second pay period of each month, the monthly Association dues, representation fees or scholarship Fund contributions as designated by the Association on or before September fifteenth (15th) of each year and shall promptly remit any and all amounts so deducted to the Association or the District. The Association agrees to indemnify and save the District harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual provisions of this Article. Revocation of dues or contribution check-off authorization may be terminated by the employee giving thirty (30) days written notice to the District and the Association or upon termination of employment.

Section 6: Failure to Pay Association Dues, Representation Fee, or Scholarship Fund Contribution

In the event the Association submits a written certification that an employee has failed to tender payment of either the dues uniformly required of all members, or uniformly required representation fees, or uniformly required scholarship fund contributions, the District shall terminate the employee or transfer the employee out of the bargaining unit at the end of fifteen (15) work days after receipt of such certification, provided, however, that prior to termination the District shall advise the employee that a request for discharge or termination has been filed with the District by the Association and shall further advise the employee that his termination will occur in the event compliance is not affected by that date. If the employee in question denies that he has failed to pay the dues, representation fee or scholarship fund contribution, or denies that he is in violation of this Article, he may request and he shall receive, a hearing before the Board of Education limited to the question whether he has failed to pay the dues, representation fee or scholarship fund contribution, or whether he is in violation of this Article. Such hearing shall take place prior to termination of the employee.

Section 7: Save Harmless

The Association agrees to indemnify and save the District, including such individual school board members, representative of the Board or employees of the board, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay, unemployment benefits, sums improperly deducted and remitted to the Association, and all court or administrative agency costs incurred by the District in connection therewith; that may arise out of or by reason that an action of the District or its representatives for the purpose of complying with this Article, provided however:

1. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with the District.
2. If the District, its officers, agents or employees elect to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit, provided, however, that if the Association, through counsel

it selects after consultation with the Board, does represent the District, its officers, agents, or employees in any such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit.

3. The Association in defense of any such suit, after consultation with the District, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Article.
4. The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against the District, its officers, employees or agents under this section, after consultation with the District.

In the event unemployment benefits are claimed by an employee, the District will object and demand a hearing involving such claim and will immediately notify the Association so that the Association may exercise its right to defend such claim under this section.

ARTICLE IV

Seniority

Section 1: Seniority Defined

Seniority shall be defined as an employee's length of continuous service with the District. It shall date from his "most recent date and hour of hire", and it shall be that date and hour the employee begins his first work assignment, since which he has not quit or been discharged. Absence from work due to illness or accident, or any other reason except quit or discharged, shall not constitute a break in continuous service, meaning that seniority shall continue throughout said time. During a leave of absence or layoff an employee will not be entitled to gain seniority, although it is agreed that the leave of absence or layoff will not constitute a break in continuous service. This agreement regarding seniority accumulation shall not apply retroactively to any prior Agreements.

Seniority 2: Probationary Periods

New employees shall be deemed probationary until they have actually worked forty (40) days with the District. The purpose of the probationary period is to give the District an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability, reliability, work habits and personality required to become a permanent employee.

During the probationary period, the employee shall have no seniority status and may be laid off or dismissed from employment in the sole discretion of the District, without regard to his relative length of probationary service and without recourse to the grievance procedure.

Upon satisfactory completion of his probationary period, the employee's name shall be entered on the seniority list as of the most recent date and hour of hire.

Section 3: Seniority List

An up to date seniority list shall be prepared and maintained by the District and posted on the employee bulletin board.

When the seniority list is initially prepared or thereafter revised as above provided, if two (2) or more employees have the same most recent date and hour of hire, their names shall appear on the seniority list alphabetically by the first letter or letters of their surnames. If two (2) or more such employees have the same surname, the same procedure shall be followed with respect to their given names.

Section 4: Seniority Termination

An employee's seniority shall terminate:

1. If he quits, retires or is discharged for cause.
2. If, following a layoff for lack of work or funds, he fails or refuses to notify the District of his intention to return to work within three (3) work days after a written notice sent by certified

mail of such recall is sent to his last address on record with the District or, having notified the District of his intent to return, fails to do so within five (5) regularly scheduled work days after such notice is sent.

3. If he is absent for two (2) consecutive regularly scheduled work days without notifying the District prior to or within such two (2) day period of a justifiable reason for such absence unless it was impossible for the employee to give such notice.
4. When he has been laid off for lack of work or funds for a period of twenty-four (24) or more consecutive months.
5. If he accepts employment elsewhere in addition to his job with the District without having given prior written notification to the District.
6. If he accepts employment elsewhere in addition to his job with the District that conflicts with his work, including regular and extra runs for the District.
7. If he does not return to work immediately following the expiration of a leave of absence.

Section 5: Reduction of Work Force

When the board determines it is necessary to lay off employees due to lack of work, economic reasons, or student enrollment, probationary employees in the position where the reduction is to take place shall be the first laid off. Thereafter, the employee(s) with the least seniority shall be the first to be laid off, provided always that the remaining employees are available and can perform the required work.

In recalling employees following a layoff, the laid off employee with the most seniority, when work is available again, shall be the first employee recalled. Prior to recalling a laid off employee, employees currently working, in order of seniority, shall first have the opportunity to fill any vacancy.

Notice of recall shall be sent to the employee at his last known address on record with the District by registered or certified mail.

Except for reasons of emergency, the District shall give at least ten (10) days notice prior to layoff to the affected employee(s).

Section 6: Vacancies Filled

Whenever any permanent vacancy in the non-supervisory school bus driver positions occur in the District, which the District deems necessary to fill, the Business Manager shall:

1. Make such vacancy known to all Association members by posting a notice for three (3) work days and employees desiring to fill such a position shall sign the posting within said three (3) day period excepting that the vacancies which occur during the summer months shall be applied for by the employees at the annual meeting to be held before the first day of each school year.
2. Said notice shall include the route and starting and ending times of the route.

3. Within two (2) days after the position is filled, notice shall be given to the Association which delineates the name of the employee who obtained the position, and such information shall be posted on the notice of vacancy.

Preference shall be given to the senior employee who bids for a job vacancy. The employee awarded the job shall be on job probation for the purpose of determining whether said employee has the capabilities and other attributes necessary to satisfactorily perform the available work. The probationary period may continue up to or until the employee has worked five (5) days on the new route or bus.

In the event an employee is awarded a job through the bidding procedure and subsequently demonstrates that he is unable to satisfactorily perform such job, or indicates that he does not desire to continue on such job during the probationary period, such employee shall be returned to the job from which he bid, and shall not be entitled to bid on another job within six months thereafter. The District shall then be free to re-post the job.

If the District shall once post a job vacancy and no bids are submitted thereon, or shall post a particular job vacancy on which bids are submitted, but a successful bidder is returned to the job from which he bid during the probationary period as set forth above on two or more consecutive occasions, the District shall be free to hire from the outside to fill such vacancies.

Employees who are on leave of absence at the time of the vacancy shall have no bidding rights to any vacancy, except, however, those employees who are on leave of absence and who have given prior written notice of their intent to return to work. This provision is subject to any restrictions or limitations set forth in the leave of absence provisions, (Article XIII).

Section 7: Retirement

The mandatory retirement date for all employees shall be the employee's 70th birthday or such other age as established by law.

ARTICLE V

Grievance Procedure

Section 1: Grievance Defined

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the specific terms and provisions of this Agreement.

Section 2: Grievance - Oral Complaint

An employee who believes he has a grievance must submit his complaint orally to his immediate Supervisor within five (5) regularly scheduled work days after the event upon which his complaint is based. The Supervisor shall give the employee a verbal answer within five (5) regularly scheduled work days (Saturday, Sunday and holidays excluded) after the complaint has been submitted to him. It is understood and agreed employees who fail to discuss their complaint orally with their Supervisor shall forfeit their right to proceed to any other step in the grievance procedure and said complaint shall have been deemed withdrawn.

Section 3: Grievance - Written Complaint

In the event the employee's complaint is not settled as above, the following procedure shall apply:

All employees who possess adverse claims that may be affected by the outcome of the grievance shall submit their claims simultaneously in one proceeding provided, however, the District shall first provide written notice to each employee who may be adversely affected that a grievance has been filed.

FIRST STEP: To be processed under this grievance procedure, a grievance must be reduced to writing in triplicate, on forms provided by the Association, state the facts upon which it is based, when they occurred, specify the section of the Agreement which allegedly has been violated, state the relief requested, must be signed by the employee who is filing the grievance and must be presented to the grievant's immediate Supervisor, or his designee, within five (5) regularly scheduled work days after the immediate Supervisor responds to the grievance. The Supervisor, or his designee, shall investigate the grievance and give a written answer to the aggrieved employee within five (5) regularly scheduled work days after receipt of the written grievance.

SECOND STEP: If the grievance has not been resolved at the First Step, the grievant shall file the grievance with the Business Manager within five (5) regularly scheduled work days of the immediate supervisor's decision. The Business Manager, or his designee, shall investigate the grievance, and such investigation may include a conference with the aggrieved employee. A written answer shall be given to the employee within ten (10) regularly

scheduled work days after receipt of the written grievance by the Business Manager or his designee.

THIRD STEP: If the grievance has not been resolved by the foregoing steps, the employee shall file the grievance with the Superintendent within five (5) regularly scheduled work days of the Business Manager's decision. The Superintendent, or his designee, shall investigate the grievance and hold a conference with the grievant and his representatives within five (5) regularly scheduled work days of the conference. The Superintendent's or his designee's written response to the grievance shall follow within ten (10) regularly scheduled work days of the conference.

Section 4: Grievance Time Limitations

Time limits at any step of the grievance procedure may be extended only by written mutual agreement between the District and the Association. In the event the Association does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the District's last answer. In the event the Association fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall be considered as being settled on the basis of the District's last answer. In the event the District fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

Section 5: Stewards Pay

The Association steward shall suffer no loss of pay from his regularly scheduled work for time necessarily spent meeting with management representatives in the processing of grievances as provided for in this grievance procedure. Employees shall not be paid for any time spent while attending grievance meetings outside their regularly scheduled work hours.

Section 6: Work Days Defined

Whenever used in this Agreement, the words "regularly scheduled work days" shall mean Monday through Friday during the school year and summer recess but shall exclude any holidays specified in this Agreement.

ARTICLE VI

Discipline, Suspension, Discharge

Section 1: Corrective Discipline

The District recognizes the requirements of due process and further shall maintain a policy of progressive discipline consistent with the alleged offenses committed and shall not discipline unreasonably.

All corrective or disciplinary actions shall be done in private.

Section 2: Discharge Procedure

The District agrees that employees shall not be suspended or discharged without cause from and after the date of this Agreement.

Whenever the District may conclude that an employee's conduct may justify discharge, the employee shall first be suspended. In all cases of suspension the District shall allow the suspended employee an opportunity to discuss his suspension with his representative before being required to leave the property of the District. Such initial suspension shall be for not more than three (3) regularly scheduled work days. In the event the suspension is converted into a discharge, such discharge shall not be made until the end of said three (3) day period.

During the period of initial suspension, the employee may, if he believes he has been unjustly dealt with, request a hearing in a meeting between the Association's Grievance Committee, his immediate Supervisor and the Business Manager. After such hearing, or if no such hearing is requested, the Business Manager shall decide, dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended, should be converted into a discharge or that no discipline should have been given. If the employee believes he has been unjustly disciplined it shall be a proper subject for the grievance procedure, provided a written grievance with respect thereto is presented to the Superintendent pursuant to the Third Step of the Grievance Procedure within five (5) work days after the Business Manager makes his decision as set forth above.

The District agrees to promptly notify the Association representatives of any suspension or discharge.

It is understood and agreed that when an employee files a grievance with respect to his suspension or discharge, the act of filing such a grievance shall constitute his authorization to the District to reveal to the participants in the Grievance Procedure any and all claimed information available to the District concerning the alleged offense and such filing shall further constitute a release of the District from any and all claimed liability by reason of disclosure.

Section 3: Reinstatement

In the event it should be decided under the Grievance Procedure that the employee was unjustly discharged or suspended, the District shall reinstate such employee and pay full

compensation, partial or no compensation as may be decided under the Grievance Procedure, which compensation, if any, shall be at the rate of the employee's regular straight time earnings during the pay period immediately preceding the date of the discharge, less such straight time compensation as he may have earned at any other employment during such period and less any unemployment compensation he may have received during such period.

ARTICLE VII

Strikes and Lockouts

The Association, its agents, its members or employees, will not authorize, instigate, aid or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the District. The District agrees that during the same period there will be no lockouts.

ARTICLE VIII

Safety and Health

Section 1: Health Requirements

As a condition of employment, all employees may be required to satisfactorily pass a pre-employment physical examination, and shall thereafter be required to satisfactorily pass physical or mental examinations, drug tests or other health tests at intervals established by law or as deemed necessary by the District.

Section 2: Examination and License - Failure to Meet Requirements

Any employee who does not meet any health standard or license required by law shall be required to take a leave of absence, without pay or fringe benefits, until the requirement is met, or for a period of up to one (1) year, whichever is sooner. In the event the employee does not meet said requirement prior to the end of a one year leave of absence, the leave of absence shall automatically be converted into a discharge. Any employee who does not pass an examination because of temporary physical illness shall be placed on a leave of absence without compensation as allowed above, except that such employee may use up to ten (10) days of his accumulated sick leave which shall be payable only upon the employee's return to work. Use of sick leave herein shall be inclusive of the possible one year leave of absence.

Section 3: Examinations Paid

The District will provide the employee with a letter for the doctor, or hospital stating that the required examination, X-rays and fees are to be charged to the District.

Section 4: Accidents - Duty to Report

Employees must immediately report to their Supervisor injuries of which they have knowledge, sustained by themselves, students within their care or accidents in which the vehicle entrusted to them is involved. Employees shall be required to fill out accident or injury report forms made available by the District.

Section 5: Radio-Telephones

The District shall provide in all buses acquired after the execution date of this Agreement, radio-telephone communication systems or other two-way radio communication systems.

ARTICLE IX

General

Section 1: Assignments

All daily work assignments and routes shall be the responsibility of the immediate Supervisor.

Section 2: Bidding for Route Assignments

Notwithstanding the provisions of Article IV, Section 6, drivers shall be allowed to bid on school bus route assignments for which they are qualified in order of seniority at the annual meeting to be held before the first (1st) day of school each school year. Upon written request by the Association, made before the end of the second full week of school (inclusive of Labor Day when applicable), the route assignments shall be rebid by the end of the fourth full week of school (inclusive of Labor Day when applicable). Employees are guaranteed to keep the time posted on the route that is taken. The only exception is that route time can go up if it is longer than posted. Routes must be posted by 7:00 a.m. the day before bidding so that there is ample time to look them over. If routes are not posted at this time, re-bidding would go into effect.

All employees interested in Kindergarten subbing will write their names on a minimum of two (2) Kindergarten route sheets at the beginning of the new school year and prior to bidding on those routes. These employees will be responsible for learning and keeping notes on those routes chosen. Kindergarten drivers will notify the transportation supervisor as soon as possible when they will be absent. The transportation supervisor will obtain a sub.

The school bus route assignments shall be determined on the basis of seniority. The employee with the greater seniority shall have the choice of a vacant route and shall also have the option to appropriate for said route the bus, if of like passenger capacity, which said employee has been using, rather than the bus that is assigned to that route. The choice of appropriating said bus shall be made at the time the employee obtained the route. School bus drivers shall not be required to drive vehicles other than school buses.

A chart will be posted in the office listing all employees that requested kindergarten subbing at the beginning of the school year. As needed, those employees will be given a plus if a kindergarten route is accepted on any given day and a minus if they are not available. Assignments will be given according to seniority on rotation. The need for these assignments will be made known as soon as possible.

Section 3: Overnight Trips

In the event school owned buses are used to provide transportation services for overnight trips, the District shall employ school bus drivers from the bargaining unit subject to the conditions herein specified. The District will assign the driver to be scheduled for the overnight trip and will post notice of the assignment at least three (3) work days prior to the trip or as soon as possible if the trip was unanticipated. The opportunity to make overnight trips will be equalized. In the event no one accepts the assignment, the District may contract outside the bargaining unit for drivers and/or bus service. Drivers of overnight trips shall be

guaranteed a minimum of eight (8) hours for each day. No hours for regular runs will be allowed unless the driver actually drives part or all of his regular run on any of these days.

The term "services as bus drivers", herein used, includes standby time during which the driver is required to be on duty on or near the vehicle assigned to him. The District shall promptly reimburse the driver for all reasonable and necessary expenses incurred during such runs or trips as indicated in the procedures manual.

Section 4: Temporary Transfers

The District shall have the right to transfer the least senior employees, who, in its judgment can be spared from their job and who can satisfactorily perform the job of other employees who are absent from work due to illness, accident, vacations, layoffs or leaves of absence for the period of such absence. The District shall also have the right to temporarily transfer employees, irrespective of their seniority status to fill temporary jobs or temporary vacancies or take care of unusual conditions or situations which may arise for a period of not to exceed thirty (30) consecutive regularly scheduled work days.

Section 5: Assignments Outside the Bargaining Unit

When a bargaining unit employee is promoted or transferred by the District to a supervisory or other job with the District outside the bargaining unit, such employee shall continue to retain his seniority for six (6) months from the date he leaves the bargaining unit, so long as he remains an employee of the District. Employees who accept promotion out of the bargaining unit may return to the bargaining unit not more than once during any three (3) year period. If, within six (6) months period, the employee is subsequently removed from such supervisory or other job with the District for any reason other than discharge for reasons considered valid under this Agreement, the employee shall be allowed to exercise his seniority to return to a job within the bargaining unit which he has the then present ability to satisfactorily perform without trial or training, seniority permitting.

Section 6: Summer Jobs

All summer transportation jobs (seat repairs, facility cleaning, lawn mowing, etc.) known prior to the end of the regular school year shall be posted on the bus drivers bulletin board for a period of three (3) work days, during which time employees may bid for said openings by signing the posting. From among the employees who bid thereon, the job shall be awarded for that summer to the senior employee who can perform the available work with minimal training.

Summer jobs posted after school is out will be handled as follows. Procedure will be to call top seniority driver and then down the list. If no answer, calls will continue down the list until someone accepts. That person then moves to the bottom of the list. In the event that a driver is not at home, a message will be left, including answering machine messages, so that the driver will know that they were called.

All summer trips, assigned after school is out will be handled as follows: A chart will be posted in the office listing the employees according to seniority. Calls will be made accordingly until trip is accepted. Plus/minus marks along with date will be used to indicate results of calls. In the event that a driver is not home, a message will be left, including answering machine

messages, when possible, so the driver will know that he/she had been called. Summer trips will not be charges to employees. Summer trips will be "non-chargeable" until the first day for students.

Section 7: Rules

The District shall have the right to make such reasonable rules and regulations not in conflict with the Agreement as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. Any complaint claiming the discriminatory application of rules may be considered as a grievance and subject to the Grievance Procedure contained in this Agreement.

Section 8: Supervisors

So long as an employee is classified as a Supervisor by the District he will not be used to displace regular employees covered by this Agreement. This provision shall not be construed to prevent supervisors from performing work as may be required for the purpose of instruction, supervision, investigation, inspection or experimentation or as may be necessary when an employee is absent and other employees are not immediately available or in case of emergencies. "Other employees are not available" shall be defined to mean that other qualified employees are not within the immediate area or available to perform the work without disrupting other necessary work. "Emergency" shall be defined as any situation or circumstance which adversely affects the health, safety or well-being of the students or employees of the District or which, if not remedied, will result in the impairment or reduction of the District services.

Section 9: Subcontracting

The District shall have the right to subcontract work normally performed by bargaining unit employees if and when, in its reasonable judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees on an efficient and economical basis.

Section 10: Savings Clauses

If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by an tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the District and the Association shall enter into collective bargaining for the purpose of negotiation a mutually satisfactory replacement for such provisions.

Section 11: Past Practices Clause

It is understood and agreed that this Agreement supersedes any and all rules, regulations or practices of the District which are contrary to or inconsistent with the terms and provisions herein contained. All current personnel rules and policies of the District shall be applicable to

employees within the bargaining unit unless such rules or policies have been specifically limited to or abrogated by the terms of this Agreement.

Section 12: Employee Address

Each employee shall be required to keep the District informed at all times as to his current address and telephone number.

Section 13: Inservice Training and Meetings

Employees requested or required to participate or who, with the approval of the Business Manager, voluntarily participate in inservice training or attend meetings called by the District with respect to problems, policies and regulations shall be paid at their regular hourly rate of pay for attending such meetings, except for pay not authorized under Article V, Section 5.

Bus drivers who attend bus drivers school and who satisfactorily meet all state requirements shall be paid for time necessarily spent in attending said school after they have worked for the District for one (1) school year.

ARTICLE X

Wages and Hours

Section 1: Rates of Pay

The job classification and applicable rates of pay by position are set forth in Appendix A attached hereto and shall remain in full force and effect for the duration of this Agreement.

Section 2: Starting Time Requirements

All employees shall be required to be ready to start work at the start of their assignment and shall be required to remain at work until the end of their assignment except for the unpaid lunch period.

Section 3: Normal Work Day

The normal work day for school bus driver personnel shall be equal to or commensurate with the regular route(s) assigned to the bus driver plus an allowance of an additional twenty-five (25) minutes per day, (thirty-five (35) minutes for the period of December 1 through March 31), for warm-ups, vehicle inspections, fueling buses, conferences regarding student discipline and so forth.

Section 4: Swing Bus Drivers

Swing bus drivers shall run certain routes assigned to them from time to time. The swing driver shall be paid a minimum of four (4) hours per day and shall be required to be on duty at the transportation office during the morning and afternoon bus run times.

Section 5: Pay Periods

Regular periods will be every two weeks, as established by the Business Office. A pay period shall be defined as two consecutive weeks commencing on a Monday and ending on Sunday.

Each employee will be paid for the hours worked during the pay period on the pay day (a weekday) following the pay period during which it was earned.

Each employee shall submit to his Supervisor a signed time card, provided by the District, covering the preceding two-week period as scheduled by the Business Office.

During the life of this Agreement, the District will not require bus drivers to use time clocks. However, the employee may be required to further validate his time card should a question of accuracy arise.

Employees will receive allowance for meals when driving extra trips with the following requirements and guidelines. Trips must be a minimum of three (3) hours as approved on the trip sheets. Meals will be limited to a maximum of three (3) in any twenty four (24) hour period. Allowance used will be the allowance for the area where the majority of time is

recorded on the trip sheets. The higher allowance will be used when the time is equal between allowance areas.

<u>Allowance area</u>	<u>Time</u>	<u>Allowance</u>
1	6:00 a.m. - 11:00 a.m.	\$4.00
2	11:01 a.m. - 3:00 p.m.	\$5.00
3	3:01 p.m. - 5:59 a.m.	\$6.00

Section 6: Payroll Deductions

The District will make biweekly-weekly payroll deductions for the Berrien Teachers Credit Union upon receipt of a signed deduction card from the Credit Union. A maximum of two (2) changes in the amount of deductions per year will be permitted.

Section 7: New Positions

If during the life of this Agreement, a non-supervisory bargaining unit position is created, the District shall establish the job duties and the rate range applicable thereto and shall promptly notify the Association of its decision. If the Association believes the rate range thus set is inadequate in terms of established rate ranges for other positions covered by this Agreement, the Association shall have the right within ten (10) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the position. If negotiations have not been initiated during said ten (10) calendar days period, the rate range so assigned shall become permanent.

Section 8: Fair Day's Work

It is understood and agreed that in return for the wages, fringe benefits and working conditions specified in this Agreement, employees shall be required, as a condition of continued employment, to render a fair day's work for the District.

Section 9: Overtime Provisions

- A. Time and one-half an employee's regular straight time hourly rate of pay shall be paid for all work performed in excess of eight (8) hours per day or forty (40) hours in any work week, whichever is greater. The time necessarily worked on Saturday and Sunday shall be paid at double the employee's straight time hourly rate.
- B. The opportunity to work scheduled overtime shall be maintained as equitably as reasonably possible for both the overtime performed during the normal work week and the overtime performed on weekends in order that the employees shall have approximately the same amount of opportunity to work scheduled overtime over the general period of this Agreement.

It is understood that for the purpose of fairly allocating scheduled overtime work only, the refusal to accept such overtime assignment shall be considered as if the employee had accepted the same. The driver shall be charged the number of hours he otherwise would have received had he worked the overtime.

In the event a trip must be refused due to bereavement, illness, appointment (medical/dental) or for other explained reason, the available form will be filled out and returned with the trip as soon as possible.

Bereavement and illness will not be charged to "Master Overtime Chart". Appointments (medical/dental) will be charged only if documentation is not turned in for the appointment. Other situations will be charged.

- C. An "Overtime Assignment" notice shall be posted by the Supervisor forty-eight (48) hours in advance of the time when the overtime work is to commence. The notice shall include the work to be performed and by whom. Anything less than forty-eight (48) hours will be handled on a voluntary request basis. The volunteer with the lowest estimated hours will be assigned the trip.
- D. A "Master Overtime Chart" shall be maintained by Supervisor. The Master overtime Chart shall be posted in a conspicuous place where the employees shall have easy access and opportunity to view it. The Master Overtime Chart shall show a complete picture of the scheduled overtime worked and charged to the employees for the entire year as it progresses. The Master Overtime Chart is intended to aid in the equalization of scheduled overtime. In the event that the Supervisor fails to maintain the overtime schedule properly, or in the event that any employee failed to receive his share of overtime, the employee shall be given the earliest opportunity to perform such overtime.

The portion of time spent on extra trips that would occur during the driver's regular route time will not be charged as overtime.

In the event of sickness lasting one (1) week or more, the employee must notify the Supervisor, upon the day of return, whether they wish to remain on the overtime chart as currently listed or return to one (1) hour lower than the lowest employee listed. If the employee chooses to return on the overtime chart as currently listed, they have the option to accept any or all trips as given.

- E. Whenever a probationary driver completes the probationary period, his/her name shall be placed on all overtime lists and shall be credited with one hour work greater than any driver already on the list.
- F. No employee shall be required to perform scheduled overtime work of which he was not aware because of the lack of forty-eight (48) hour notice. If all drivers refuse the trip, the driver with the least seniority must take the trip.
- G. The District shall provide a section on the Master Overtime Chart where an employee may indicate that he does not desire to work overtime for any given week. Work weeks, for this section shall be defined as the period Monday through Sunday. An employee indicating he does not desire overtime shall be charged for any overtime he would have been scheduled to work in that week. In the event an employee does not indicate that he is unavailable for overtime for a given week, and subsequently is notified of overtime opportunity in a timely fashion, that employee shall not refuse the offered overtime without good cause. If the overtime is refused without good cause, that employee shall not be entitled to overtime during the following work week.

- H. When the work to be performed on an overtime basis is a continuation of a specific job that was being performed on a straight time basis immediately prior to the overtime period, it shall be considered as unscheduled overtime and shall be performed by the employee or employees who were performing the specific job immediately prior to the occurrence. It is understood and agreed that the nature of the work performed and the responsibility to the people of the community requires that certain work be completed as quickly as possible, therefore, employees who are required to work such unscheduled overtime to complete a job will be given as much advance notice as is reasonably possible under the circumstances. An employee who fails to work the required overtime shall be subject to disciplinary action unless he offers a reasonable excuse to the District.

Section 10: Kindergarten Routes

Each kindergarten route will be guaranteed two (2) hours, with the possibility of one route less than two (2) hours for extra pickups or drop-offs.

ARTICLE XI

Holidays

Section 1: Holidays Designated

All employees who have obtained seniority status shall not be expected to work on, and shall be paid for, the designated holidays as follows:

Labor Day

Thanksgiving Day

The Day After Thanksgiving

Two Full Days at Christmas

New Years Day

Good Friday (If school is not in session)

Monday After Easter (If school is not in session)

Memorial Day

Section 2: Holidays Federally Adjusted

Whenever legislation mandates the observance of the holiday on a day other than the regular calendar date, the observance of the holiday shall be scheduled by legislation rather than the calendar date.

Section 3: Holiday Pay

Employees shall receive pay for the above holidays equal to their normal regularly scheduled work day.

Section 4: Holiday Eligibility Requirements

An employee to be entitled to receive holiday pay as defined above shall have worked the scheduled work days immediately preceding and immediately following the designated holiday.

Section 5: Holiday Work

Employees who are eligible for and who are required to work on a holiday shall receive their holiday pay in addition to double their regular straight time hourly rate for all hours necessarily worked on the holiday.

Section 6: Holiday Sick Leave

In the event an eligible employee commences a sick leave of absence five (5) calendar days prior to the holiday, he shall be eligible to receive holiday pay for that holiday occurring within the five (5) day period.

ARTICLE XII

Sick Leave

Section 1: Sick Leave Accumulation

During their first year of employment, permanent employees, upon completion of their probationary period, shall accumulate paid sick leave credits on the basis of one (1) day, per month, pro-rated to the number of hours per day they regularly scheduled to work. After the employee completes one (1) year of service with the District, he shall receive on his employment anniversary date, ten (10) days paid sick leave credits, pro-rated to the number of hours per day he is regularly scheduled to work. The unused sick leave time shall accumulate up to a maximum of 550 hours.

Section 2: Sick Leave Pay Qualifications

In order to qualify for sick leave payments, the employee must notify the Transportation Office, or call a number designated by the District no later than 5:45 a.m. on the first day of the absence and each subsequent day thereafter, unless the circumstances surrounding the absence made such reporting impossible, in which event such reporting must be made as soon thereafter as is possible.

Section 3: Sick Leave Use

Qualified employees shall be eligible for paid sick leave from (and to the extent of) their unused accumulated paid sick leave credits, pro-rated to the number of hours they are regularly scheduled to work, in the following situations:

- A. When an employee's absence from work is due to his non-duty incurred illness or injury, provided such injury or illness was not attributed to the intemperate use of alcoholic beverages and/or drugs or was not attributable to cause occurring while performing work for which he is paid by someone other than the District.
- B. An employee who is absent due to an injury which is compensable under Worker's Compensation may use his accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the employee receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the employee would have received from his regular salary amount according to his placement on the wage schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the employee from Worker's Compensation until the employee's accumulated sick leave is exhausted or the employee is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the employee shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.

C. When an employee's absence from work is necessitated because of illness or death in his immediate family, he shall be granted leave as follows:

1. Up to Five (5) sick leave days per incident of illness to care for the employee's current spouse, child(ren), step-child(ren), parent or parent-in law.
2. Three (3) days of bereavement leave (not chargeable to sick leave) and up to five (5) days of sick leave for the death of a member of the employee's immediate family as described in subsection (C), (1) above, as well as the employee's brother, sister, grandparent or grandchild(ren).

D. The District may, for good cause, require medical proof of the necessity for any sick leave, in which event the involved employee shall be required to produce a statement from a medical doctor certifying to the necessity for such absence. Absences of two or more days, chargeable to sick leave allowance, shall require a statement from a medical doctor certifying the necessity for such absence unless exempted by the Business Manager.

Section 4: Sick Leave Deduction

Whenever sick leave payments are made under this Article, the amount of such payments shall be deducted from the employee's accumulated unused bank of paid sick leave credits.

Section 5: Perfect Attendance

If at the end of the school year, the employee has had no absences charged to his sick leave allowance during said school year, then he shall receive a One-Hundred Dollar (\$100.00) bonus payment.

ARTICLE XIII

Leaves of Absence

Section 1: Leave, Disability

An employee who because of illness, accident or pregnancy, is physically unable to report for work shall be given a leave of absence without pay, fringe benefits and without loss of seniority of not to exceed one (1) year provided he promptly notifies the District of the necessity therefore and provided further that he supplies the District with a certification from a qualified physician of the necessity for such absence and/or the continuation of such absence when such certification is requested by the District. Employees desiring to return from a leave of absence pursuant to this Section, may be required to submit a doctor's certificate stating that the employee is physically fit to return to work without restriction or limitation prior to being allowed to return to work.

Section 2: Leave, Restriction

Before any employee accepts work for another employer for gainful regular employment while on leave from the District, such employee shall first notify the District that he is available for employment. If such employee does not notify the District of his availability for employment, or refuses to return to offered employment after notifying the District of his availability to work, he shall be automatically terminated.

Section 3: Leave, Requests

Requests for leaves of absence must be made in writing to the Business Manager at least ten (10) days prior to the start of the anticipated leave of absence except where it is impossible to do so.

A maximum of two (2) people may be issued a leave at one time. In the event of an emergency, the final determination will be based upon seniority.

Section 4: Military Leave

The reinstatement rights of any employee who enters the military service of the United States, by reason of Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provision granting such rights.

ARTICLE XIV

Miscellaneous

Section 1: Longevity Pay

Employees who have completed five (5) full continuous school years of service (July-June) shall be entitled to longevity pay equal to seven (7) full days of pay. Employees who have completed ten (10) full continuous school years of service shall be entitled to longevity pay equal to nine (9) full days of pay. Longevity pay shall be due and payable during the following year of employment and shall be made in the second pay of January for each school year.

Section 2: Jury Duty

Employees who are required by law to report for and/or perform jury duty, will be paid the difference between what the employee received from the Court as daily jury duty fees and what he would have earned during regular hours scheduled to work for the District. This provision shall be limited to a maximum of sixty (60) days benefit. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him to return to work for one-half (1/2) of his normal work day unless such employee does so return to work.

In order to receive the payment above referred to, an employee must give the District prior notice that he was required to report for jury duty and must furnish satisfactory evidence that he reported for and/or performed such jury duty for the hours for which he claims such payment.

Section 3: Life Insurance

The District agrees to provide all bargaining unit employees who have completed their probationary period with a group term life insurance policy in the amount of Ten Thousand Dollars (\$10,000). This policy shall be effective at the beginning of the month following the completion of the probationary period. The provision of this insurance shall be subject to the rules and regulations of the underwriters.

Employees who have Board provided term life insurance, as provided through the insurance plan, have a thirty-one (31) day conversion right upon termination of employment. Any employee electing his right of conversion in order to keep his term life insurance in force must contact the insurance carrier within thirty-one (31) days of his last day of employment.

Section 4: New Buses

When new buses arrive, drivers will be entitled to them based upon seniority and the following cycle:

Cycle 1	2004-2007
Cycle 2	2008-2011
Cycle 3	2012-2015

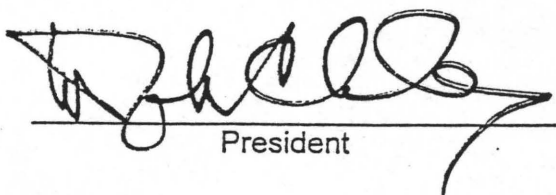
ARTICLE XV

Duration

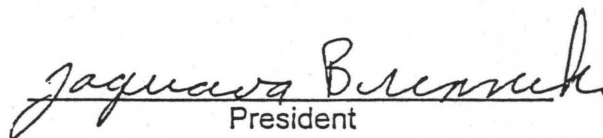
This Agreement shall become effective the first (1st) day of July, 1997 upon formal ratification by both parties and shall remain in full force and effect until 12:01 a.m. the first (1st) day of July, 2000 and from year to year thereafter unless either party hereto shall notify the other in writing at least ninety (90) calendar days prior to the expiration of this agreement, or ninety (90) calendar days prior to expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement, whereupon negotiations shall begin within a reasonable period of time.

ST. JOSEPH PUBLIC SCHOOLS
ST. JOSEPH, MICHIGAN

NON-TEACHING EMPLOYEES
ASSOCIATION



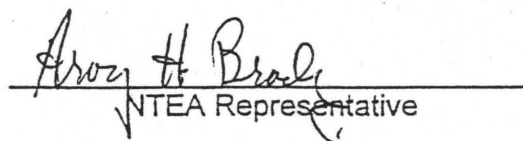
President



President



Secretary



NTEA Representative

APPENDIX A

Percent	1.0226	1.02	1.02			
	Probation	Balance First Year	1 Year	2 Year	3 Year	4 Year
1997-98	10.19	10.48	11.51	12.12	12.76	13.39
1998-99	10.39	10.69	11.74	12.36	13.02	13.65
1999-00	10.60	10.91	11.98	12.61	13.28	13.93

MEMORANDUM OF UNDERSTANDING

Severance Pay

A severance pay benefit is provided only to bus drivers hired prior to June 30, 1985. Bus drivers hired after July 1, 1985 shall not be eligible for the severance pay benefit.

Upon retirement at age fifty-five (55) or thereafter, or upon the termination of employment for whatever reason with the exception of dismissal for cause, after a period of ten (10) years of employment, or upon the death of an employee, the employee, or his designated beneficiary, shall receive from the District severance pay in the amount equal to three (3) days wages per year of employment with the District at the employee's current rate of pay. Current rate of pay is defined herein to mean the rate of pay said employee was receiving at the time of retirement or termination as above provided. An employee's severance pay shall not be paid to any employee who applies for unemployment compensation or until such time as his right therefore has expired.

