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6/30/2000

# MASTER AGREEMENT

Between

TRI COUNTY AREA SCHOOLS'  
BOARD OF EDUCATION

And

TRI COUNTY AREA SUPPORT STAFF  
PERSONNEL ASSOCIATION

For

July 1, 1997 - June 30, 2000

*Tri County Area Schools*

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## ARTICLE 1

### Agreement

This Agreement is entered into between the Board of Education of the Tri County Area Schools, hereinafter referred to as the District or Employer, and the Tri County Support Staff Personnel Association MEA/NEA, hereinafter referred to as the Association or Union.

## ARTICLE 2

### Recognition

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1976 of the State of Michigan, as amended, the employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining until described below:

All bus drivers, cooks, aides (Instructional, Special Needs, Little People Land, Preschool and Resource Room), and bus aides who are employees (hereinafter referred to as employee(s)) of the District but excluding library and/or clerical aides, substitutes, supervisory and executive personnel as well as any other certified and non-certificated personnel employed by the Board.

- B. The District agrees that it will not discriminate against any bargaining unit member by virtue of his/her membership or activity in the Association.
- C. Reference to "employees" shall include both male and female bargaining unit members.

## ARTICLE 3

### Management Rights

A. The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education policies, Board of Education minutes, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation, but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working force and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, assign work or extra duties to employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods of changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions as they pertain to the job.
7. Determine the location or relocation of its facilities, including the re-establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

## ARTICLE 4

### Union Security

- A. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or terminate their membership in the Association.
- B. Any employee who is not a member of the Union in good standing or who does not make application for membership within sixty (60) days from the date of commencement of assigned duties or ratification of this Agreement, whichever is later, shall pay a representation fee to the Association.
- C. The Board shall be held harmless from any and all claims, demands, suits and other forms of liability from the determination of the non-member's representation fee.
- D. Any employee not in compliance with the above provisions could be subject to court action. The Board bears no responsibility for noncompliance by individual bargaining unit members.
- E. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

## ARTICLE 5

### Payroll Deductions

- A. Authorized deductions of membership dues shall be made from each paycheck with the second paycheck in September and ending in June of each year and the Board agrees to promptly and monthly remit to the Association Treasurer all monies so deducted, accompanied by a list of employees from whom the deductions have been made. Employees may also pay their dues in full to the Association Treasurer within thirty (30) days of the beginning of each school year.

- B. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for Independent Bank of West Michigan, Grand Rapids Teachers' Credit Union, Montcalm Public Employees Credit Union, United Way of Montcalm County, and MEA-PAC/NEA-PAC. Deductions and appropriate remittance shall also be made to MEA Financial Services Tax Deferred Annuity.

## ARTICLE 6

### Association Rights and Responsibilities

- A. Upon approval of the Employer, the Association shall have the right to use the building facilities at reasonable times and hours for Association meetings outside their working day when an operating staff is on duty provided this shall not interfere with or interrupt normal school procedures. Such use will be scheduled through the Building Administrator. When special custodial service is required, the Employer will charge the Association for the actual charge involved.
- B. The Employer agrees to provide in the form in which it is available in the District, upon written application of the Association, all financial and non-confidential information relative to the District.
- C. The Employer agrees to provide the Association access to bulletin board space in MacNaughton Elementary, Sand Lake Elementary, the High School, the Bus Garage and the Intermediate Building.
- D. The Association may utilize the school mail system.
- E. Members of the Association may discuss Association business on school property provided the discussion takes place on the employee's own time and does not interfere with or disturb school operations.

## ARTICLE 7

### Employee Rights and Responsibilities

#### Section 1 Duties

- A. All employees shall properly perform the duties of their employment.
- B. In cases of absence, an employee shall notify their immediate supervisor or designee according to program or building procedures.
- C. All employees must comply with the State law, which requires that an employee furnish evidence of freedom from communicable tuberculosis.
- D. It is the responsibility of every employee to inform the Superintendent's Office of any change of name, address, telephone number, or of any other factors that would affect his/her job responsibilities or compensation and fringe benefits.
- E. The parties agree that good health is one of the prerequisites for employment. Employees are expected to disclose any known health or physical conditions that may affect the employee's ability to perform his or her assigned duties. The Employer may require any employee to have a physician's examination at any time at no cost to the employee in order to determine the fitness of such employee.

#### Section 2 Personnel Files

- A. Each employee shall have the right, upon request, to review during regular business hours the contents of his/her own personnel file maintained by the school system. A representative of the Union may, with written permission from the employee, review the employee's personnel file. The review will be made in the presence of the administrator responsible for the safe keeping of the file. Privileged information such as confidential and previous employers, is specifically exempted from such review. The administrator shall remove such privileged information from the file prior to a review of the file by the employee. A representative of the Union may, at the employee's request accompany the employee in this review. Review of the files shall be limited to four reviews annually. The employee shall limit reviewing files to off duty time.
- B. Should an employee object to material being placed in the personnel file, written objections signed by the employee may be attached to the material.



### Section 3 Discipline

- A. No non-probationary employee shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure set forth herein. It is understood that the Employer's decision to discharge or discipline a probationary employee for other than Union activity is not subject to the grievance. It is further understood that the reduction in work week, days or hours, or layoffs is not within the meaning of discipline.
- B. Disciplinary action shall be defined as any written reprimand, suspension without pay or discharge.
- C. An employee shall be entitled to have present a representative of the Association. When a request for such representation is made, no action shall be taken for up to five (5) workdays with respect to the employee until such representative of the Association is present.
- D. Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the Employer's personnel file, and a copy thereof given to the Employee.

### Section 4 Miscellaneous

- A. Any case of assault upon an employee shall be promptly reported to the Board or its designee. The Employer shall provide reasonable assistance to the employee in such instances.
- B. The Board shall provide access to approved legal counsel to advise the employee of his/her rights in the event the employee is complained against or sued for action taken by the employee while in pursuit of his/her employment.

## **ARTICLE 8**

### Grievance Procedure

- A. A "grievance" is a claim by an employee or the Union of an alleged violation of this Agreement, specifying the part of the Agreement that is claimed to be violated and the specifics of such violation.

B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

C. LEVEL ONE

1. Within fourteen (14) working days of the date the grievance occurs, the employee(s) shall notify the immediate supervisor of the intent to invoke this step of the grievance procedure by giving notice, in writing, of the section of the Agreement that is in issue and requesting an opportunity to confer as soon as possible.

Failure to process the grievance in a timely manner shall invalidate the grievance. The employee shall discuss the grievance with the immediate supervisor individually or with an Association representative with the object of resolving the matter informally. Within five (5) working days after discussion of the grievance, the supervisor or designee shall give his/her disposition orally to the employee along with written notice that the oral disposition has been given.

2. If the grievance is not resolved informally, the employee shall, within five (5) days of receipt of the administrations' disposition, submit to the administrator a signed written "Statement of Grievance." The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee with respect to these provisions, shall indicate the relief requested and shall be signed by the employee involved.

The administrator or a designee shall give the employee an answer in writing no later than five (5) days after receipt of the written grievance.

D. LEVEL TWO

1. If the aggrieved is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered in the time allowed, a written statement shall, within ten (10) working days thereafter, be transmitted by the employee or the Association to the Superintendent stating the grievant's desire to pursue the grievance at Level Two.
2. Within ten (10) working days of receipt of such grievance, the Superintendent or a designee will meet with the aggrieved to discuss the issue. A written answer shall be given within ten (10) working days after the meeting.

E. LEVEL THREE

If the grievance has not been settled at Level Two, the Association may submit the matter to arbitration, provided such submission is made within ten (10) working days after receipt of the Level Two answer.

1. All matters submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its Rules and Regulations within the time specified above and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to hear any matter related to the dismissal or non-retention of a probationary employee.
2. The fees and costs of the arbitrator and of the American Arbitration Association shall be borne equally by the parties.

F. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this Agreement.

G. Any grievance occurring during the period between the termination of this Agreement and the effective date of a new Agreement shall not be processed.

H. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this

Association, provided the adjustment is consistent with the terms of this Agreement, and provided a representative of the Association has been given opportunity to be present at such adjustment.

- I. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities subject to the final decision of the grievance.
- J. It is understood by the parties that no grievance shall be filed or based upon prior or previous agreement or upon an alleged grievance occurring prior to the effective date of the Agreement.
- K. No grievance shall be filed for or by any employee after the effective date of the person's resignation.

## **ARTICLE 9**

### Seniority

- A. Seniority is defined as the length of continuous service as an employee within a specified classification beginning with the employee's most recent hiring date.

The classifications are:

- 1. Aides (Instructional, Little People Land, Preschool, Resource Room, Special Needs);
- 2. Bus Aides;
- 3. Cooks;
- 4. Bus Drivers.

In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots at a meeting attended by a representative of the Association, a representative of the Board, and the personnel affected. The Association and individuals affected will be notified in writing of the date, place and time for the casting of lots.

- B. There shall be no seniority among probationary employees. Once the probationary period has been fulfilled, seniority shall be determined from the date of hire.

- C. Seniority shall be lost should the employee resign, retire or be discharged. Seniority shall be frozen in the event of layoff. Time spent on an unpaid leave of absence for more than 60 days shall not count toward seniority.
- D. The seniority list shall, by classification, be revised to reflect the employees' seniority status and shall be provided to the bargaining unit annually. Employees transferring from one classification to another will be placed at the bottom of the new classification seniority list. Their seniority in the classification they are moving from will remain as it was at the time they left the classification for a period of time equal to their seniority.

## **ARTICLE 10**

### Vacancies and Transfers

- A. A vacancy shall be defined as any position in the bargaining unit, either newly created or existing, that is not filled.
- B.
  - 1. Any vacancy shall be posted by the District for fifteen (15) calendar days. The president of the unit shall receive a copy of all postings during the summer. The District shall not be required to post JTPA vacancies, but will notify the Association president when JTPA hirings are anticipated. Unit members desiring immediate notification of any openings occurring between June 1 and September 1 for which the member is qualified, will notify the Central Office by June 1. The fifteen (15) day posting period will still apply.
  - 2. The District shall have the right to fill any vacancy on a temporary basis while filling the vacancy. Any employee may apply for a vacancy. Senioreed bargaining unit members shall be given preference, if they are qualified for the position.
- C. Employees subject to involuntary transfer within classification will be notified as far in advance as possible by the building administrator. Employees who request transfers within their classification for which they are qualified, shall be awarded such transfers on the basis of seniority.

- D. An employee who desires a transfer in assignment must do so in writing. In the event of transfers from one classification to another, the employee shall be given thirty (30) work days probationary period in which to show his/her ability to perform on the new job. The Board shall give the employee transferred reasonable assistance to enable the employee to perform up to the District's standards on the new job.
- E. If the employee is unable to demonstrate ability to perform the work required during the trial period, the employee shall be returned to the previous assignment.
- F. Employees transferring from a lower wage schedule to a higher wage schedule, shall be placed on the same step providing an increase in wages closest to their previous wage. Employees transferring from a higher wage to a lower or like wage schedule, shall be placed on the same step of the wage schedule.

## **ARTICLE 11**

### Conditions of Employment

- A. All employees in the unit shall be probationary employees until they have completed ninety (90) work days of employment. This period may be extended an additional thirty (30) work days at the discretion of the Superintendent. Extension of the probationary period shall not be subject to the grievance procedure. The purpose of the probationary period is to provide the Board with an opportunity to determine whether employees have the ability and other attributes that will qualify them for regular employee status. During the probationary period, employees may be terminated at the sole discretion of the Board.
- B. The performance of each employee may be evaluated annually. Each evaluation shall be based, at a minimum, upon at least one observation. Other factors may be considered and additional observations may be made.
- C. All observations of the work of an employee shall be conducted in person and with the full knowledge of the employee.

Each aide observation shall be for not less than one period or the duration of a particular class activity. No observation shall unduly interfere with the teaching-learning.

- D. Following each observation, which shall include a conference with the evaluator within ten days of the observation, the employee shall sign and be given a copy of the observation report prepared by his/her evaluator. The employee's signature will not be construed to mean that he/she necessarily agrees with the contents of the observation report. An employee may submit a self-evaluation and/or submit additional comments to the written observation report if he/she so desires. All written observation reports are to be placed in the employee's personnel file.
- E. The annual evaluation report shall be reduced to writing and a copy given to the employee. If the employee disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If an administrator believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of specific ways in which the employee is to improve and of the assistance to be given by the administration. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- F. Each employee's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of this employee is \_\_\_satisfactory, \_\_\_needs improvement, \_\_\_unsatisfactory (check one)."
- G. The content of any evaluation is not subject to the grievance procedure.

## ARTICLE 12

### Section 1 Paid Leaves

- A. At the beginning of each school year, employees shall be granted a total of ten (10) sick leave days\* with a maximum accumulation of one hundred twenty (120) days. Sick leave days shall be used for the following purposes.
  - 1. Illness or injury to the employee.

2. Critical illness of a member of the immediate family. Immediate family is defined as spouse, child, stepchild (who lives with the employee), parent, sister, brother, grandchild, father-in-law, mother-in-law, grandparents.
3. Death in the immediate family (limit of five (5) days). At the discretion of the Superintendent, leave days with pay may be granted to an employee for death in the immediate family if the employee has not accumulated up to five sick leave days.
4. A maximum of two (2) days per year for personal business (not over two employees per classification on the same day). An employee taking a personal leave day shall notify their supervisor in writing at least three (3) days prior to the date of such leave except in the case of an emergency.

\*A sick leave day shall be defined as the number of hours in the employee's regular workday.

- B. A record of accumulated leave days shall be given to each employee at or near the beginning of each school year.
- C. Employees called to serve on jury duty shall not suffer a reduction in salary. The employer shall pay the difference between jury duty pay and the employee's salary.
- D. At the beginning of every school year, the Association shall be credited with a total of two (2) days to be used by bargaining unit members who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than 72 hours in advance of taking such leave and will provide compensation to the Board of Education for the substitute hired (if any).

## Section 2 Unpaid Leaves

- A. General Leave. A leave of absence without pay for a period not to exceed one (1) year may be granted to an employee with the approval of the Superintendent.
- B. Military Leave. Application for military service leave must be made to the Superintendent of Schools at least thirty (30) days in advance of the requested leave. Such leave shall be governed by applicable status and decisions of the courts.



- C. Health Leave. An employee whose personal illness extends beyond the accumulated sick leave shall be granted a leave of absence without pay for up to a maximum of one year provided medical verification is supplied.
- D. Child Care Leave. A leave of absence for up to one year shall be granted to any employee for the purpose of childcare. Said leave shall commence upon request of the employee within thirty (30) days. A pregnant employee may commence said childcare at her option. Likewise, she may terminate the leave with ten (10) calendar days notice to the employer anytime after the birth of the child provided that she is physically able to perform her work responsibilities. In the event of death of the object child of the leave, the leave of absence may be terminated upon request of the employee with ten (10) calendar days notice to the Superintendent.
- E. All leave requests must be in writing.
- F. Employees may not take unpaid leave days at their discretion. If an employee has used all of their available sick days and has need for an additional day, it must be approved in advance by their supervisor. If an employee takes off a day without receiving permission, he or she may be subject to disciplinary action.
- G. Notification of Return From Leave of Absence. Two months before an employee is scheduled to return from a leave of absence, the Superintendent will send out a notice reminding them of their leave expiration date. An employee returning from a leave of absence must notify the Superintendent at least one (1) month prior to the expiration date of the leave of the date of return in order to permit planning, scheduling and placement. Failure to do so shall be considered as a voluntary quit. No employee on a leave of absence shall be guaranteed his/her former position, but shall be assured a position commensurate with the employee's training and experience.

### Section 3 Retirement Benefits

Employees hired prior to the 1986-87 school year shall continue to receive the following retirement benefit: Employees shall be paid upon retirement (Michigan Public School Employees Retirement System) pay at one-half (1/2) the current rate for accumulated sick leave up to 50 days maximum.

## ARTICLE 13

### Hours of Work

#### A. Aides

1. The workweek for regular full-time aides shall consist of not more than 40 hours or less than 25 hours per week, Monday through Friday. Less than full-time aides may be hired and will work less than 25 hours per week.
2. Full-time aides will be scheduled for a daily unpaid thirty (30) minute lunch period.
3. Full-time aides will be scheduled for a daily total of thirty (30) minutes for breaks. For less than full-time employees the break time will be prorated for time worked.
4. All full-time aides (except bus aides) shall have at least one-quarter (1/4) hour preparation time per day. Preparation periods will be scheduled by the aides with the approval of the principal.
5. Aides (except bus aides) shall report to work the work day before school begins and the workday following the final student day of the school year.
6. Whenever a principal or superintendent requests the presence of an aide at a parent-teacher conference or a Board of Education meeting, the aide shall attend. She/He shall be paid according to the provisions of this Agreement.
7. If an aide wishes to work less than a regular workday with the supervisor's permission, she/he may request in writing to either take:
  - a. Up to one hour at the beginning of the day in one-half (1/2) hour segments.
  - b. Up to one hour at the end of the day in one-half (1/2) hour segments.
  - c. Any other absence for which time off must be taken in one-half (1/2) day segments.
8. Duplicate time sheets shall be made, with a copy to be filed at the school principal's office.

#### B. Cooks

1. The workweek for regular full-time cooks shall consist of not more than 40 or less than 25 hours per week, Monday through Friday. Less than full-time cooks may be hired and will work less than 25 hours per week.

2. Full-time cooks will be scheduled for a thirty (30) minutes daily unpaid lunch period.
3. Each cook will be scheduled for a daily fifteen (15) minute paid break for each four (4) hours of work.
4. Any cook required to work on Saturday, Sunday and/or a holiday will be paid at time and one-half rate of pay.
5. A rotational system for extra student activities and outside functions will be used to determine which employee will work overtime. Overtime will be granted based on seniority.
6. If the kitchen in any school building is used by any group then a food service employee will be offered employment hours during the time of use.

C. Bus Drivers

1. The work week for regular full-time bus drivers shall consist of not more than 40 hours or less than 25 hours per week, Monday through Friday. Less than full-time drivers may be hired and will work less than 25 hours per week.
2. Whenever the Board or its designee requests the presence of a driver at a conference involving the discipline of a student:
  - a. The conference will be scheduled at a mutually agreeable time.
  - b. The driver will be paid at the waiting time rate for such conferences if directed to attend by supervision.
  - c. The driver will submit the request for pay in writing.

G. Bus Aides

Bus Aides will be assigned routes by seniority within the first two weeks of school.

## ARTICLE 14

- A. A regular route is defined as one or more runs which is/are scheduled for each day of the school year.
- B. Regular routes are runs every school day.
  1. Regular routes and assignment of busses to such routes shall be developed each year by the Transportation Supervisor.

2. Route layouts will be made available at least one week prior to but not earlier than two weeks prior to the opening day of school for drivers to review. Route layouts will include the approximate number of students, miles, numbers of stops and destinations. Routes may be adjusted after school begins.
3. Routes will be selected on a seniority basis at least one week prior to, but not earlier than two weeks prior to the opening day of the school year. For vocational education runs, two drivers may elect to share one position with one driver selecting an AM route and the 2<sup>nd</sup> driver selecting a PM route, provided neither driver is assigned more than eight hours per day. Drivers may select a northern secondary route and a northern elementary route or a southern secondary route and a southern elementary route. It shall be the responsibility of the driver to select routes that the driver can complete in the time available. If a driver is unable to attend the selection meeting, he/she shall give written authorization to the Transportation Vice-President including selections from the most to least desirable routes. If all selections are taken, the first available routes will be selected. In the absence of such written authorization, the driver shall go to the bottom of the seniority list for purposes of route selection.
4. Route runs, including run mileages, once established by the Transportation Supervisor will not be changed without prior approval of the Transportation Supervisor.
5. **Preschool Routes:**
  - a. Interested drivers will need to sign their names on the listing for routes.
  - b. Temporary runs will be assigned according to Seniority and Hours and Mileage from the list of interested drivers at least three calendar days before the start of the Preschool program. These assignments will run for eight days of Preschool.
  - c. Permanent Preschool routes will be posted seven working days after the start of Preschool. Assignments will be made after the positing is up for 48 hours. Routes will be assigned by Seniority and hours from the list of

temporary runs. Permanent drivers will begin their runs on the following Monday.

- d. Anyone driving the initial eight Preschool days may withdraw their name without penalty.
  - e. Any permanent driver who drops their run, will have their name placed on the bottom of the seniority list for the next year's selection of Preschool routes.
6. Notice of permanent vacated routes (i.e., regular driver will not return before the end of the school year) will be posted for seven (7) consecutive working days by the Transportation Supervisor prior to its filling. The route vacancy will be filled within 24 hours of each posting by the most senior driver who is an applicant. Any subsequent vacancies created by the initial vacancy shall be processed the same manner as stated above, with a deadline of 7 days. All employee transfers shall be consummated within three (3) working days after the final posting period ends. All drivers will transfer to new routes on the same day. If any employee is absent on the first day of the posting period, the supervisor will contact that employee(s) before posting the next route.
  7. Drivers may request to drive regular runs as time permits on days when they have other bus driving commitments.
  8. The Transportation Supervisor or designee shall be responsible for assigning runs when a driver is absent.
  9. October 1 will be the deadline for posting of a route by a driver for purpose of changing routes with another driver. Once a route is posted by a driver and bid on by another driver, the route exchange must be made by both drivers.
  10. A regular driver is any driver who drives a regularly scheduled route on a regular basis.
  11. Notice of temporary vacated routes (i.e., the regular driver will be absent more than thirty (30) working days but is expected to return before the end of the school year) will be posted for two (2) consecutive working days by the

Transportation Supervisor prior to its filling. Assigning of temporary vacated routes shall be one on a rotating roster basis.

12. Employees shall be entitled to operate safe busses, properly equipped. However, before consideration is given to not taking a bus on the road because of unsafe mechanical condition, the driver must communicate to the Transportation Supervisor the extent of the unsafe condition, explaining in detail the problem. This is to be done as soon as an unsafe condition is apparent, and in a manner prescribed by the Transportation Supervisor. The driver is expected to allow the mechanic as much time as possible to remedy the unsafe condition. After the driver has communicated with the Supervisor and/or Mechanic, the driver, if ordered in writing to drive under the stated conditions, will not be held responsible for problems that arise due to the stated conditions.
13. Drivers shall be entitled to operate their vehicles according to State Law and State Recommendations. Any variance from these laws and recommendations that shall be required by the Transportation Supervisor shall be ordered in writing and given to the driver in question.
14. Drivers shall be responsible for sweeping the floor daily and the cleaning of the cab area. The Board shall be responsible for the cleaning all other areas of the bus including, outside surfaces, inside windows, seats and washing of the bus floor.
15. Complaints by parents, students or other members of the public shall be directed to the attention of the employee as soon as possible.
16. Each driver shall be allowed fifteen (15) minutes for a pre-trip check in the A.M. and P.M. and a five (5) minute post-trip check in the A.M. and P.M. (See E.8 below).

C. Shared Time Route

Route establishing, route layouts, drivers' review and selection, time periods, and assignments will be the same as for regular routes.

D. Extra Trips Shall be Classified as Follows:

1. Athletic - players and coaches of school sport teams to scheduled away games or events.
2. Spectator - spectators and/or Band, when scheduled, to school sport teams away games or events.
3. Field - classes, students or Band, when scheduled, to outside activities.
4. Overnight - classes, students or Band, when overnight trip is scheduled, to outside activities.
5. Senior Citizens - senior citizens transported in accordance with Board Policy EDAG.
6. Summer Driving.

E. An extra trip shall be defined as a journey from the bus garage to the place of departure, where the students or riders are located to the destination stated; and the return journey to the place of departure and the eventual return to the bus garage.

1. Extra trips (except Athletic Team and Overnight) approved and scheduled for the following week will be posted, using trip slips, on the trip board by the Transportation Supervisor each Thursday morning. Posting of trips will remain open until 11:00 a.m. Friday morning. Trips will be assigned by the Transportation Supervisor on Friday at noon.
2. Trip slips shall show: date of trip, time of departure, place of departure, class and number of passengers, person in charge, destination, estimated time of return, any special instructions. Local maps will be provided for out of town trips.
3. Drivers will be responsible for checking the trip board on Thursday and for indicating their selection of trips posted by writing their name on the trip slip desired by 11:00 a.m. on Friday.
4. If a driver desires to be considered for all of the trips, in case the first trip choice isn't assigned, the driver must sign their name on all slips interested in and indicate preference (1st, 2nd, 3rd, etc.).

5. In the event a driver gives notice, after having been assigned an extra trip, that he/she is unable to drive, the extra trip will then be assigned to the next senior driver who signed for that trip as their 1st choice even though that driver may have been assigned another trip for the same week as their 2nd choice.
6. Every effort shall be made to prevent late posting (after Thursday) of any scheduled extra trips for the following week. Late posted extra trips shall be posted for a minimum of 24 hours except in an emergency.
7. Drivers shall be responsible for checking the trip board daily for possible late posted extra trips and for indicating, if interested, their desire for the trip by writing their name on the trip slip.
8. Drivers assigned an extra trip shall have the right to select between an extra trip and a regular run if the extra trip interferes with the regular run. The Transportation Supervisor will be responsible for assigning drivers to vacated trips or runs. Regular drivers may choose to drive either an elementary and/or secondary route, as time permits (See B15 above). If the driver is not available for the extra trip at the designated time of departure, then the substitute will be given the extra trip and the extra trip shall be charged to the regular driver on the rotation roster.
9. On extra trips there will be no limit on waiting time. Driving time will start when the driver begins pre-trip inspection (not to exceed 20 minutes of Howard City departure, 25 minutes for High School departures and 30 minutes for Sand Lake departures) and will continue until arrival at the destination and the bus is unloaded. Driving time will commence when the bus is reloaded with passengers for the return trip and shall continue until the bus is secured and swept at the bus garage. Driving time will be paid when the bus is driven for any other reason whether unloaded or loaded. Waiting time will be paid during meal stops and all other times when the driver is not driving or responsible for passengers on the bus.
10. The Transportation Supervisor shall assign Extra Trips (including Athletic and Overnight) on a rotation basis according to seniority, with senior driver, as



shown on driver rotation roster for that week, having first choice of any trip posted for the following week regardless of day or trip, providing such an assignment does not cause the employee to be scheduled for more than 40 hours for the week. After the trip has been assigned to a driver by the Transportation Supervisor, the trip shall be numbered for posting opposite the driver's name on the rotation roster after the trip has been completed. In the event there is not an interested regular driver for an extra trip, a substitute driver will be selected on a rotation basis according to seniority.

11. Assignment of "Late Posted": Extra Trips will be on a rotation basis according to seniority, with senior driver, as shown on separate driver rotation roster for late posted trips, having first choice of any "Late Posted" trips for the following week regardless of day of trip.
12. A driver assigned a trip that is canceled prior to being driven will assume driver seniority the following week for scheduled trips posted.
13. The Association will assume the responsibility of providing a driver whenever an extra trip posted by the Transportation Supervisor is not selected by any driver.

F. Athletic Team Runs

1. Trips (by sport) will be assigned at the beginning of the school year by the Transportation Supervisor to interested regular drivers on the basis of seniority.
2. The list of the previous season's sports participated in requiring bus transportation will be used for driver's selection purposes.
3. Regular drivers will select athletic team runs from the list. After all regular drivers have selected once, they will be permitted to select a second run and a third run in rotation from the unchosen runs. A driver's additional selection may not be for a sport in the same season. No regular driver shall have more than three (3) athletic team runs, unless approved by the Supervisor. The leftover team runs will be posted on the sports roster as individual runs.
4. In the event a participated sport of the previous year is canceled in the present year, after selection of athletic team runs from sports list by the drivers, said driver of that particular sport will lose that sport selection.

5. An athletic team run driver may select to run an extra trip in lieu of the team run when days and times conflict.
6. Drivers who post their athletic trips for driver permanent replacement during the school year will not be permitted to select any other athletic trip that year, and further, will move to the bottom of the regular seniority list for purposes of selecting any athletic team runs the following year.
7. When it is determined that a school bus or a school van will be used to transport students on a trip, the trip will be posted for assignment through the seniority rotation. Trip slips including local maps for out of town trips shall be provided. Partial teams of less than ten (10) may be transported by other means.
8. Filling of vacated athletic team runs by drivers will be the same as for vacated Regular Routes (Subparagraphs B5 and B10). Emergency filling of a vacancy will be at the discretion of the Transportation Supervisor.

#### G. Spectator Runs

1. Spectator runs will not be drive by the driver assigned as the team driver in that sport.

#### H. Field Trips

1. Assignments shall be the same procedure as for Extra Trips.

#### I. Overnight Trips

1. A notice of overnight trips (by students, classes or Band) will be posted by the Transportation Supervisor as soon as approved and scheduled. Trip slips including local maps shall be provided.
2. At least two (2) weeks prior to the date of the overnight trip, a date for a drawing will be announced by the Transportation Supervisor. The Association's Vice President for Transportation will provide a list of all interested and eligible regular drivers' names to establish the list of drivers for assignment (as indicated by drivers' signing name to bottom of notice).
3. From all interested and eligible regular drivers' names, enough names will be drawn to obtain a list of driver assignments. An assignment of an overnight trip

to a driver will not eliminate that driver's name being drawn and assigned to another overnight trip.

4. Monies or arrangement for payment by the District for overnight lodging and meals shall be supplied to the driver or drivers prior to trip departure.

J. Senior Citizens Trip

1. Assignments shall be the same procedure as for extra trips.

K. Summer Driving

1. Prior to the end of the regular school year, the Transportation Supervisor will post notice of all summer driving approved and scheduled.
2. Prior to the end of the regular school year, drivers will be responsible for giving written notice to the Transportation Supervisor if interested in being considered for summer driving.

L. General Conditions

1. In emergency situations, assignments will be made at the discretion of the Transportation Supervisor and not covered by the rotation system nor charged against a driver.
2. At no time will anyone have the authority to sign another person's name.

M. Rotation Rosters

1. Regular Bus Drivers

- a. The Transportation Supervisor shall post and maintain a driver rotation roster, according to driver seniority, in the bus garage in a conspicuous manner. Opposite drivers' names will be recorded: number of bus driver by driver, route number driven, athletic team assigned, trip number and date of trip assigned and driven by driver.
- b. The roster will be maintained on a continuous basis. Summer driving trips will be recorded opposite driver(s) name(s) the same as during the regular school year.
- c. Daily checking of the rotation roster) including trip and bulletin boards) during the regular school year shall be the responsibility of every driver.

## 2. Late Posted Trips

- a. The Transportation Supervisor shall post and maintain a driver rotation roster for late posed trips, according to driver seniority, in the bus garage in a conspicuous manner.
  - b. The roster will be maintained on a continuous basis.
  - c. Late posted extra trip assignments will be posted on this roster and not charged against the regular rotation rosters.
- N. There shall be a probationary period of 90 calendar days, for new employees, for extra trips. This section will not apply to those drivers who have accumulated at least 450 hours of driving time for Tri County. In the event there is no driver with at least 450 hours of driving time for Tri County available, then the driver who is most qualified for the given extra trip (2) as determined by the Supervisor may drive the extra trip(s).

## ARTICLE 15

### Conformity to Law

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

## ARTICLE 16

### Layoff and Recall

- A. The word "layoff" means a reduction in the work force.
- B. Layoff shall be conducted in four separate classifications: (1) Aides (Instructional, Little People Land, Preschool, Resource Room, Special Needs), (2) Bus Aides, (3) Cooks, (4) Bus Drivers.
- C. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least fourteen (14)

days prior to the effective date of layoff except when funding is terminated without sufficient notice to comply with this provision.

- D. In the event of a necessary reduction in work force, the employer shall, within the classification affected, first lay off probationary employees, then the least senior employees.
- E. Drivers and Food Service: Employees whose positions have been eliminated due to reduction in work force, shall have the right to assume a position for which they are qualified, which is held by the least senior employee within their classification. Aides whose positions have been eliminated due to a reduction in the work force shall have the right to assume a position for which they are qualified, which is held by a less senior employee within their classification, provided that employee is not working more hours than the displaced employee.
- F. A list of laid off employees shall be maintained by the Superintendent. Laid off employees shall accrue no seniority or contractual benefits during the period of layoff.
- G. Non-probationary employees shall retain their right to recall for a period of two (2) years from the effective date of layoff.
- H. Recall shall be in inverse order of layoff within each classification. Should there be a vacancy or a newly created position in a classification where there is no one on the layoff list, recall shall be governed by the most senior laid off employee who meets the qualifications of the position.
- I. Any employee who has successfully served a probationary period in a classification shall be deemed qualified for any position in that classification.
- J. Notices of recall shall be sent by certified mail or registered mail to the last known address as shown on the employer's records or delivered in person to said employee. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The employer may fill the position on a temporary

basis until the recalled employee can report for work, providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified, shall forfeit his/her seniority rights.

- K. When recalled to the same classification, the employee shall return to the same salary step as that held at the time of layoff, except where the employee is recalled to a lower classification then he/she shall be placed on a salary step within that classification that most nearly approximates the salary rate the employee held at the time of layoff. When recalled to another classification, the employee shall be placed on a salary step within the classification that most nearly approximates the hourly rate of the salary step the employee would be placed had the employee returned to the same classification.
- L. Employees on layoff may request to be placed on the substitute list. Employees substituting during layoff shall receive the substitute rate of pay.
- M. Employees employed under JTPA and/or other external funding shall be covered under their terms of this Article only so far as laws and regulations allow.
- N. A new employee shall not be employed by the employer while there are laid off employees who are qualified for a vacant or newly created position. This provision does not apply to federally funded positions for which the laid off employee does not qualify.

## **ARTICLE 17**

### Insurance

- A. 1. The board shall contribute seventy-five percent (75%) of the premium costs per month for a full twelve-month period to all full-time employees to be applied toward MESSA Super Care 1. An eligible employee electing health care will receive a total contribution of 85% of the premium cost provided all of the following conditions are met:
  - a. Except as provided below, the employee must work the entire annual work year schedule for the position.

- b. The employee must not have missed for any reason (paid or unpaid) in excess of four (4) scheduled work days during the contract year. Jury duty shall not be counted in these four days.
2. An employee returning from an unpaid leave of absence under Article 12 Section 2), recalled, or newly hired commencing at the start of the second semester must not have been absent for any reason (paid or unpaid) in excess of two (2) scheduled work days for the remainder of the contract year (June 30). Employees hired or returning under the conditions set forth above during the course of the first semester will commence eligibility for the additional 10% premium incentive effective at the commencement of the second semester. Snow days under Article 21(c) shall not count as a day of paid or unpaid absence under Section A(2).

An employee who believes he/she qualifies for the additional 10% premium incentive shall notify the Superintendent's Office in writing by June 15. Incentive checks for qualified employees will be issued by June 30.

3. The Board will reimburse eligible employees electing Super Care 1 health care for up to \$50.00 per individual (Maximum \$100.00 per family) for deductible expenses incurred for otherwise qualified claims submitted under the Super Care 1 plan. The employee must submit written verification of qualified expenditures from MESSA in January (commencing in 1991). Deductible reimbursements will be issued not later than the end of February.

Full time employees not electing health insurance coverage shall apply \$70.00 per month for a full twelve-month period toward the MESSA Fixed Option Programs as determined by the Association. Any remaining dollars may be applied on an individual basis to the purchase of any of the MESSA Variable Options and/or MEA Financial Services Annuities, and/or MEALS. Any amounts exceeding the Board subsidy shall be payroll deducted. An enrollment period shall be provided whenever premium subsidy amounts change for the groups.

- B. Less than full-time employees shall receive a pro-rated amount of A or B above.

- C. The Board shall provide, without cost to full-time employees, MESSA term life insurance in the amount of ten thousand dollars (\$10,000).
- D. The Board shall make payment of insurance premiums for all persons to assure insurance coverage for the full twelve-month period commencing September 1 and ending August 31 even though the employee may not be returning the next school year. The open enrollment period shall be jointly established by the Board, the Association and MESSA, including opportunities for summer pre-enrollment and fall open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package.
- E. In the event an employee is terminated, laid off, or resigns during the school year, the insurance shall be continued until the employee has received the pro rata portion of the 12 month insurance year earned at the time of the termination or resignation. An employee hired after the first required work day of the school year shall be entitled to the above mentioned employee benefits, subject to MESSA's underwriting guidelines.
- F. In the event an employee dies during the school year, providing the policy permits continued dependent coverage as defined by MESSA, the Board shall continue payments of the applicable premiums through the following August 31st. If the employee dies after completion of the school year, providing the policy permits continued dependent coverage as defined by MESSA, the Board shall continue payments of the applicable premiums through August 31st of that year.

**ARTICLE 18**

Holidays

- A. The following days shall be recognized and observed as paid holidays:
 

Labor Day	Thanksgiving Day
Good Friday	Memorial Day
Christmas Day	New Year's Day
- B. To be eligible for holiday pay, an employee must work the last scheduled workday preceding and following a holiday.



- C. Pay shall be for the regularly scheduled hours of each employee.
- D. Probationary employees will receive their holiday pay upon successful completion of their probationary period.

**ARTICLE 19**

**Compensation**

Employees will be paid at 1 and ½ times their hourly rate for any hours worked over 40 hours in any one week period.

**COOKS AND AIDES (INSTRUCTIONAL, LITTLE PEOPLE LAND, PRESCHOOL,  
RESOURCE ROOM AND SPECIAL NEEDS)**

Steps	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
P	\$ 9.00	\$ 9.00	\$ 9.00
1	9.40	9.55	9.70
2	9.85	10.15	10.45
3	10.00	10.30	10.60
4	10.15	10.45	10.75
5	10.30	10.60	10.90

**BUS AIDES**

Steps	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
P	\$ 7.00	\$ 7.00	\$ 7.00
1	7.35	7.55	7.77
2	7.85	8.08	8.32
3	8.15	8.39	8.64
4.	8.50	8.75	9.00

**EXTRA TRIPS**

	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
Driving time	\$ 11.70	\$ 12.00	\$ 12.30
Waiting time	8.80	9.05	9.30

**BUS DRIVERS Route Rates**

Steps	<u>1997-98</u>	<u>1998-99</u>	<u>1999-2000</u>
1	\$ 10.50	\$ 10.70	\$ 10.90
2	11.05	11.25	11.45
3	11.60	11.80	12.00
4	12.15	12.35	12.55
5	12.70	12.90	13.10

Waiting time between secondary and elementary runs will be paid up to a maximum of two 15-minute segments per day at the extra trip waiting time rate.

**Annual Wage Adjustment**

1. Employees who begin work prior to November 1st will have their annual wage adjustment made the beginning of the school year.
2. Employees who begin work between November 1st and April 1st (inclusive) will have their annual wage adjustment made at the beginning of the second semester of the school year.
3. No credit on the pay scale will be given for driving in other districts or prior employment in this district. No change for present employees.

**KINDERGARTEN ROUTES** - By hour same as regular runs.

**SHARED TIME** - By hour same as regular runs, plus actual waiting time. No lunch allowance.

**DOWNTIME** - Mechanical breakdown on assigned scheduled runs (regular, kindergarten or extra trips will be paid at extra trip waiting time rate).

<b><u>MEAL ALLOWANCE</u></b> -	Breakfast (6:00 a.m. to 7:00 a.m.)	\$ 3.15
	Lunch 12:00 (noon to 1:00 p.m.)	\$ 4.35
	Supper (5:00 p.m. to 6:00 p.m.)	\$ 5.85

Reimbursement paid upon presentation of receipt for actual cost when driving assigned extra trips anytime during listed hours.

**DRIVER'S SCHOOL IN-SERVICE REQUIRED ATTENDANCE** - \$ 5.35 per hour  
(Actual class hours)

**CHAUFFEUR'S LICENSE** - Total paid by Board of Education.

PHYSICAL EXAMINATION -- If a physical examination is required by the Board of Education, the exam shall be paid by the Board of Education. Board designated examiner to be paid in full. Examiner of driver's choice will be paid same amount as Board's designated examiner with driver responsible for cost difference, if any.

EXTRA TRIPS (Legal Holidays) - Any extra trips on legal holidays will be paid at time and one half regular driving rate.

## ARTICLE 20

### Continuity of Operations

- A. For the term of this Agreement, the Association agrees that it will neither instigate, call, maintain, condone, or support, in any manner, a strike, slowdown, or other stoppage of work.
- B. In the event of any action in violation of the foregoing, the Association and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
  - 1. Promptly, no later than within twenty-four (24) hours, issue to the Board a signed statement of the effect that the work interruption is unauthorized by the Association.
  - 2. Within twenty-four (24) hours instruct all of the members identified by the Board as guilty of such violation to return to work at once, and all of its members to continue to work; and confirm all such instructions by letter or bulletin within forty-eight (48) hours.
  - 3. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provisions of this Article.
- C. The Association will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her duties, or who refuses to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available under the law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article.

## ARTICLE 21

### Miscellaneous

- A. This Agreement incorporates the Agreement reached by the parties on all agreed issues, which were subjects of negotiations. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.
- B. Copies of this Agreement shall be printed at the joint expense of the Board and the Association and presented to all employees presently employed or employed during the duration of this Agreement.
- C. SNOW DAYS
  - 1. Employee need not report to work on days when school is officially closed due to acts of God or by Administrative decisions. If the district is reimbursed for these days through State Aid, employees will receive their full compensation, even though they did not report to work in accordance with the above. For snow days beyond two, employees will not be paid, but will be compensated for those days when they work them at the end of the school year.
  - 2. In the event of a possible early school closing on any day, it will be the responsibility of the Transportation Supervisor to attempt to contact all drivers either by notification prior to drivers' departure from the bus garage after their a.m. regular run or by telephone contact. Drivers will receive full compensation for that day only if they work the entire day.
- C. Each bus driver will be presented a copy of the Bus Driver Handbook on or about the first day of each school year.

## Letters of Agreement

### Carol Gates

For the 1996-97 school year, Ms. Gates worked 8 hours and received \$96.28/ day. For the 1997-98 school year, if Ms. Gates drives the career run and other runs, she will receive \$14.08/hour for her driving time for the 1997-98 school year. She will receive \$14.29/hour for her driving time for the 1998-99 school year and will receive \$14.50/hour for her driving time for the 1999-2000 school year, if she drives the career run. In the event she works more than 40 hours per week or drives runs other than the career run, she will be paid at step 5 of the salary schedule.

### Henry Petersen

For the 1996-97 school year, Mr. Petersen received \$12.55/hour. For the 1997-98 school year, Mr. Petersen will receive \$12.80/hour and will receive \$12.99/hour for the 1998-99 school year and will receive \$13.18/hour for the 1999-2000 school year.

### Reba Pugh

For the 1996-97 school year, Ms. Pugh worked 8 hours/day and received \$14.13/hour. If Mrs. Pugh works 8 hour/day in the 1997-98 school year, she will be guaranteed \$14.13/hour for all eight hours.

### Deb Thompson

For the 1996-97 school year, Ms. Thompson worked 5.4 hours/day and received \$12.83/hour. Ms. Thompson will receive \$13.09/hour (for a maximum of 6 hours per day) for the 1997-98 school year and will receive \$13.29/hour (for a maximum of 6 hours per day) for the 1998-99 school year and will receive \$13.49/hour (for a maximum of 6 hours per day) for the 1999-2000 school year. Hours beyond 6 hours per day will be compensated at step 5 of the salary schedule.

## Letter of Agreement

Tri County Board of Education and the Tri County Support Staff Association agree to modify the Master Agreement in the following manner for Article 16, Section E.

Drivers and Food Service: Employees whose position have been eliminated due to a reduction in work force, shall have the right to assume a position for which they are qualified, which is held by the least senior employee within their classification.

Aides: Employees whose positions have been eliminated due to a reduction in the work force shall have the right to assume a position for which they are qualified, which is held by a less senior employee within their classification. Part time employees may not bump into a position held by a full time employee. Part time employees may only bump less senior part time employees.

**APPENDIX A**  
**GRIEVANCE FORM**

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<b>Name of Grievant</b>	<b>Building</b>	<b>Assignment</b>	<b>Date Filed</b>
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**LEVEL 1a- IMMEDIATE SUPERVISOR**

Did the grievant attempt to resolve this grievance in an informal, verbal discussion with his immediate supervisor? Yes \_\_\_\_\_ No \_\_\_\_\_  
(date)

**LEVEL 1b - IMMEDIATE SUPERVISOR**

- A. Date cause of grievance occurred \_\_\_\_\_
- B. Statement of grievance \_\_\_\_\_  
\_\_\_\_\_
- C. Section(s) of the Agreement allegedly violated \_\_\_\_\_
- D. Relief requested \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_
- E. Date received by building principal/director/supervisor \_\_\_\_\_
- F. Disposition by principal/director/supervisor \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL 2 - SUPERINTENDENT**

- A. Grievant and/or Association Position \_\_\_\_\_  
\_\_\_\_\_
- B. Date received by Superintendent or designee \_\_\_\_\_
- C. Disposition by Superintendent or designee \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**LEVEL 3 - ARBITRATION**

- A. Position of Association \_\_\_\_\_  
\_\_\_\_\_
- B. Date received by Board of Education or designee \_\_\_\_\_
- C. Disposition by Board or Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**NOTE: All provisions of the Master Agreement relating to grievances must be strictly observed in the settlement of grievances.**

**ARTICLE 22**

**DURATION**

All Articles of this Agreement shall be effective upon ratification by the Board through June 30, 2000. Negotiations for a successor Agreement shall commence no later than April 15, 2000.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives the day and year first written above.

By: Marie J Sickelsteel  
Board President

By: [Signature]  
Association President

And Beverly Becker  
Board Secretary

And [Signature]  
Association Secretary

"DISTRICT"

"ASSOCIATION"