
Master Agreement

Between the

**Bath Bus Drivers
&**

**Bath Secretaries
MEA/NEA**

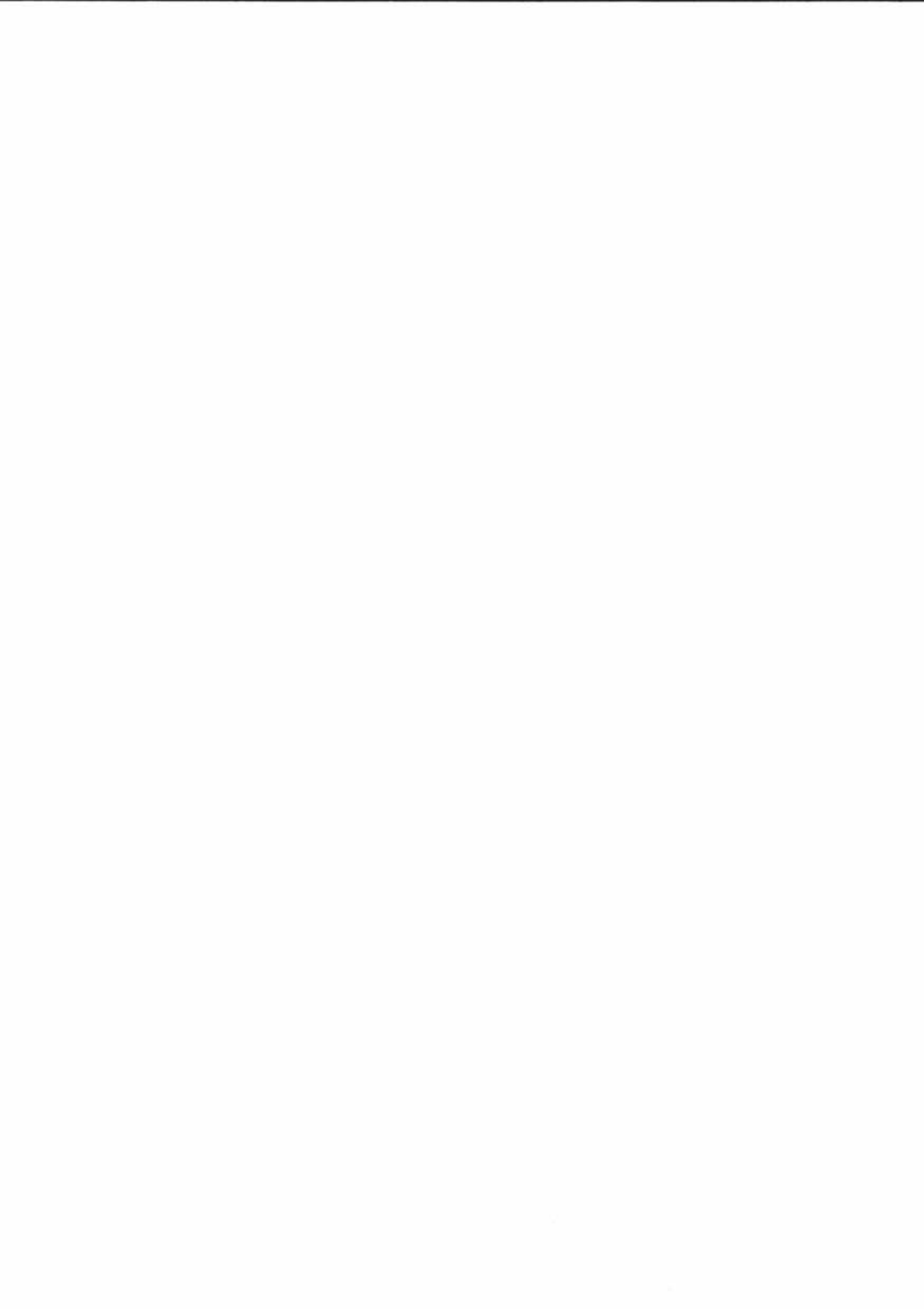
And The

Bath Board of Education

Bath Bus Drivers and Secretaries 1997-2000

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ARTICLE I - RECOGNITION

The Board hereby recognizes the Bath Educational Support Personnel Association (BESPA) as the sole and exclusive bargaining representative, defined in Section II of act 379, PA of 1965, for all regularly employed secretaries and bus drivers, but excluding therefrom all substitute employees, students, supervisors and, but not necessarily limited to, the executive's secretary, and other confidential employees as defined by the District. Regularly employed shall mean those employees employed by the District on a regularly scheduled assignment, excluding on-call, or day-day substitutes.

The term "employee" when used herein this Agreement shall refer to all employees represented by the Association in the bargaining unit described above.

The Board agrees not to negotiate with any individuals within the bargaining unit over the terms and conditions of this Agreement.

In the event a new classification is created in the District, the parties agree to discuss whether the classification should be included in the bargaining unit as described above. If the parties cannot agree, the matter shall be referred to the Michigan Employment Relations Commission for resolution.

ARTICLE II - CONTINUITY OF OPERATIONS

The Association agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any employee take part in any strike, slow down, or stoppage of work, boycott, picketing, or other interruption of the school system. Any person who, by concerted action with others and without the approval of their supervisor, willfully absents his/herself from his/her position, or abstain in whole or in part from the full, faithful, and proper performance of his/her duties shall be deemed to be on strike. Failure or

ARTICLE III - MANAGEMENT RIGHTS

The Board retains all rights, powers and authority vested in it by laws and constitution of Michigan and the United States. All policies, the Board of Education Policies, Board of Education minutes, administrative rules/guidelines, or powers which heretofore have been properly exercised by it, shall remain unaffected unless changed by this Agreement and shall remain in full force and effort, unless and until changed by the Board. Any additions, subtractions, or revisions, 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.

Rights reserved exclusively herein by the Board, shall include by way of illustration, and not by way limitation, the right to:

1. Manage and control the school's business, the equipment, operations and to direct the work force and affairs of the Employees.
2. The right to direct the work force, including the right to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
3. Determine the services, supplies and equipment necessary to continue its operation; to determine the methods, schedules and standards of operation; the means, methods, and processes for carrying on the work; including the automation thereof or changes therein; the instruction of new and/or improved methods, changes therein.
4. Adopt reasonable rules and regulations.
5. Determine the qualifications of employees.

Determine the placement of operations, production, services maintenance or distribution of work, and the source of materials and supplies.

Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

Determine the policy affecting the selection, the testing or training of employees, providing such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof, are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

ARTICLE IV - ASSOCIATION AND EMPLOYEES RIGHTS

Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board further agrees not to discourage or deprive employees of the enjoyment of any rights conferred by the Act or other laws; that it will not discriminate against any employee with respect to hours, wages, bus run assignments, or conditions of employment by reason of Association membership or participation in collective negotiations with the Board, or the institution of any grievance.

The Association shall have the right to use school buildings and facilities subject to existing Board policy. Association meetings shall not be scheduled during the bargaining member's workday.

The Association shall have access to use school equipment, including typewriters, mimeograph machines, computer equipment, and other duplicating equipment for which, the Association shall provide materials and supplies necessary for such use. Such access shall be with supervisory approval.

The Association shall have the right to post notices of its activities and matters of concern on bulletin boards, at least one of each shall be provided in each work site.

The Association may use the regular inter school mail service and mail boxes for communications to its members provided such mail services be marked for BESPAs business.

In response to request, the employer agrees to provide the Association with the information required to administer this Agreement and to formulate contract proposals provided that such requests comply with the Freedom of Information Act.

The Employer and Association agree not to engage in illegal discrimination.

Progressive Discipline

1. No employee shall be disciplined, discharged or demoted without just cause.
2. Disciplinary action shall be defined as any verbal warning, written warning, reprimand, suspension or discharge.

Progressive Discipline shall be as follows:

- a. Alleged breaches of proper conduct and reasons for possible disciplinary action shall be reported promptly to the offending employee. The Board will follow a policy of progressive discipline subject to the procedures listed below which includes:
 1. verbal warning
 2. written warning
 3. suspension without pay from one to ten days (employer may utilize paid suspension.)
 4. discharge
- b. The point of initiation of any disciplinary action shall be determined by the severity of the employee's behavior. The employee shall receive a copy of the written reprimand and shall be given an opportunity to respond to it.

Warnings and reprimands shall be discussed privately between the employee and the supervisor, with the exception of the Association representatives and/or the Administration representatives. Before any meeting is called from which disciplinary action may result the employee shall be notified and shall be entitled to have a representative of the Association present. The Association shall be notified of any employee discharge from the district.

Neither party shall delay discussion of a warning or reprimand for more than five (5) working days from the date of the incident except by mutual consent.

This written warning notice, as herein provided, shall not remain in effect for a period of more than twenty-four (24) months from the date of said written warning notice.

Upon request, a bargaining unit member shall have the right to review and copy the contents of his/her personnel file. At the unit member's option, a representative of the Association may accompany the bargaining unit member in such review.

Should the bargaining unit member disagree with the content of the item being inserted in the personnel file, he/she may have his/her written statement attached to said item.

Nothing contained herein shall be construed to deny or restrict to a bargaining unit member, rights he/she may have under the State or Federal law or any such applicable regulation.

ARTICLE V - DUES, FEES AND PAYROLL DEDUCTIONS

Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association. If such service fee is not paid the District shall remove the employee from the bargaining unit.

The Association shall notify the Board of the amount to be paid, deducted and the schedule for deductions of membership dues and service fees.

The deduction of dues and/or service fees shall be required under the terms and conditions of this Agreement. The Board shall, therefore, deduct said dues and service fees pursuant to the authority set forth in MCLA 408.477.

If any provision of this Article is deemed invalid under federal or state laws, said provision shall be modified to comply with the requirements of the law.

ARTICLE VI - NEGOTIATION PROCEDURES

This Agreement may be extended by mutual written consent of both parties. This Agreement constitutes the sole and entire existing agreement between the parties. This Agreement is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the Board and the Association. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least sixty (60) days prior to the expiration date of this Agreement.

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

At the request of the Board, a bargaining unit member is engaged during the school day in contractual negotiations on behalf of the Association with any representative of the Board, he/she shall be released from regular duties without loss of salary and without loss of any leave time provided under this Agreement.

ARTICLE VII - GRIEVANCE PROCEDURES

Grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

By way of illustration the following matters shall not be the basis of any grievance filed under the procedure outline in this Article:

Nothing contained in this Agreement shall be construed to prevent a bargaining unit member from presenting a grievance and having the grievance adjusted by the Employer without the intervention of the Association provided that such adjustment is consistent with the terms of this Agreement.

The term "days" as used herein shall mean working days except that during the summer months the term "days" shall mean Monday through Friday excluding holidays.

A written grievance as required herein shall contain the following:

1. It shall be signed by the Grievant(s);
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsection of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements shall be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

The time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement between the parties.

At each step of the grievance procedure, a bargaining unit member may have a representative of the Association present if she/he so chooses.

preparation, filing presentation or consideration of grievances shall be held at times other than when a bargaining unit member or a participating Association representative is to be at his assigned duty station unless mutually agreed otherwise.

Should a bargaining unit member fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a bargaining unit member fail to appeal a decision within the limits specified, or leave the employ of the Board, except a claim involving a remedy directly benefiting the Grievant regardless of his employment, all further proceedings on a previously instituted grievance shall be barred.

The grievance form is attached to this Agreement as Appendix 3.

Level One- A bargaining unit member alleging a violation of the express provisions of this Agreement shall within five (5) working days of its alleged occurrence orally discuss the matter with their immediate supervisor in an attempt to resolve same.

If no resolution is obtained within five (5) work days of the discussion, the bargaining unit member shall reduce the grievance to writing and proceed within five (5) work days of said discussion to Level Two.

Level Two- A copy of the written grievance shall be filed with the immediate supervisor of his designated agent. Within five (5) work days of the receipt of the grievance, the immediate supervisor, or his designated agent, shall render a decision in writing, transmitting a copy of same to the Grievant, the Association President, the Superintendent, and place a copy of same in a permanent file in his/her office.

Level Three- If the Grievant(s) is not satisfied with the disposition of the grievance at Level Two or if no disposition has been made within five (5) work days of the receipt of the grievance, it may be transmitted to the Superintendent or his/her designee.

If the Association is not satisfied with the disposition of the grievance at Level Three or if no disposition has been made within the period provided above, the Association may within twenty (20) work days, submit the grievance to arbitration. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.

1. Neither party shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence which was not previously disclosed to the other party.
2. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.
3. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
4. The fees and expenses of the arbitrator shall be paid by the losing party. If the award modifies the position of the Employer rather than sustaining or denying the grievance, the fees and expenses of the arbitrator shall be shared equally by both parties.

ARTICLE VIII - WORKING HOURS, CONDITIONS & YEAR

The normal work days shall consist of no more than eight (8) hours per day, or forty (40) hours a week.

1. When school is not in session during the summer months, shifts, run, or assignment changes among employees shall be made on the basis of seniority with the most senior unit member within the building and classification being granted his/her shift preference first.

Bargaining unit members who work before the commencement of the school year and/or after the close of the school year shall be compensated at their regular rate of pay.

The work schedule for ten (10) months secretaries shall commence two (2) weeks or ten (10) work days prior to the first day of student instruction and conclude two (2) weeks or ten (10) work days after the last day of student instruction except as arranged otherwise by the building principal or immediate supervisor and with the concurrence of the Superintendent.

In lieu of the foregoing, compensatory time may be mutually arranged between a bargaining unit member and the Superintendent, or the Superintendent's designee.

The Employer shall endeavor to provide substitutes to do the work for absent bargaining unit members. The responsibilities of the substitutes shall be to perform the duties necessary to cover the absence.

When a bargaining unit member expects to be absent for any reason, he/she shall notify his/her immediate supervisor, at least one hour prior to his/her regular hours of work.

For Bus Drivers, overtime, when available, shall be offered to bargaining unit members as equally as possible on a rotation seniority basis. As defined in Article 17.

The Employer shall give reasonable notice of when additional or overtime is expected.

Bargaining unit members shall exercise reasonable care for the school materials, equipment, and facilities assigned to them.

When appropriate, the Employer shall support the bargaining unit member with respect to the maintenance of control and discipline of

When schools are closed to students due to severe inclement weather or other conditions beyond control of school authorities, secretaries will be required to report for duty and shall suffer no loss of compensation on said days. However, secretaries shall be required to report on their make-up days with no additional compensation.

Bus drivers shall be required to work and be compensated for any make-up days scheduled by the employer due to inclement weather. Additionally, Bus drivers shall be paid for up to two (2) inclement weather days that are not made up.

1. A bargaining member who is on paid leave when school is closed for the reasons stated above shall not be charged for said leave.
2. Bargaining unit members who report for work and are subsequently prevented from working because school has been closed to students for the above reasons, shall be compensated at their regular secretarial rate of pay, or for bus drivers at the normal driving rate of pay for a minimum of one (1) hour.
3. Should the Employer notify Bus Drivers they are to be on call, she/he shall be compensated at the Stand By Rate of pay for a minimum of one (1) hour.

A bargaining unit member who is injured during the course of his/her employment shall complete a Worker Compensation Form as soon as the nature of the injury permits.

All secretaries shall be entitled to an unpaid, duty-free, uninterrupted lunch period of thirty (30) minutes in duration.

The employer shall endeavor to schedule with the secretarial employees two (2) fifteen minute breaks per shift.

For secretaries the beginning and ending time of the workday, time for

During the summer months the secretaries and his/her immediate supervisor may arrange for flex time.

The parties agree that compensatory time for bargaining unit members shall be in accordance with the following:

Work which will require compensatory time or additional pay shall be arranged in advance of same between the bargaining unit members and her immediate supervisor.

The use of compensatory time shall be arranged between the bargaining unit member and his/her immediate supervisor.

Employees working beyond the normal hours shall have prior supervisory approval.

After forty (40) hours of work in any work week, bargaining unit members shall be compensated at one and one-half (1 1/2) times their regular rate of pay.

For secretaries, time and one-half for hours worked over forty (40). Comp time at time and one-half if employer request; flex time at straight time if employee request. (Must take within the appropriate pay period earned unless prior approval is granted by the immediate supervisor.)

Compensatory time shall not accrue from year to year, but shall be paid at the regular hourly rate as specified herein.

ARTICLE IX - CONFERENCES & EDUCATION

Leave of absence may be granted by the Superintendent for members of the bargaining unit to attend conferences and workshops which are scheduled during working hours.

ARTICLE X - BARGAINING UNIT MEMBER EVALUATION

New employees hired into the bargaining unit shall serve a probationary period of sixty (60) working days.

1. Should the probationary period be extended, the Employer shall provide written notice to the bargaining unit member together with the reasons therefore. The Association President shall be notified of any such action by the Employer.

The employer shall endeavor to evaluate unit members on an annual basis. Employees not receiving an evaluation shall be assumed to be performing satisfactorily.

All evaluations shall be in writing with a copy provided to the bargaining unit member.

1. At the employees request a conference will be held within ten working days after each evaluation to discuss the contents of the evaluation.
2. The bargaining unit member shall sign the evaluation. The signature shall not be interpreted to mean that the employee necessarily agrees with the content of the evaluation but that the bargaining unit member has reviewed it.
3. A bargaining unit member may submit additional comments to be attached to the file copy of the written evaluation if she chooses.
4. All written evaluations shall be placed in the bargaining unit member's personnel file.

Should a bargaining unit member not be continued in employment, the Association President will be notified of any such action by the Employer.

ARTICLE XI - VACANCIES AND TRANSFERS

Drivers:

At the beginning of the school year bus drivers will be assigned the basic approximate runs that they had for the previous school year. During the first four (4) weeks of the school year the Employer shall have an annual bus run bid selection meeting. Bus drivers shall be given the runs and all become effective at the beginning of the fifth (5th) week. Bus drivers not attending the bid meeting shall be assigned to residual runs by the Employer. Bus drivers may use proxies to bid on the runs.

Bus drivers with top seniority as per the seniority list, will be given first consideration for bidding runs or when a run becomes open. Change in bus runs through the bidding process may only be permitted once in a semester.

In the event the bus route is changed by more than ten (10) minutes, the Employer, at the request of the Association, shall rebid all runs within two weeks of said request by the Association. The Association must make such request within five (5) working days of the changes, or the current run schedule shall be deemed acceptable.

Special Education runs shall be filled at the Board's discretion. Vacancies on these runs will be posted so that all Bus Drivers may indicate their interest in being considered for such positions. Where in the Board's judgment all relevant criteria between one or more applicants are equal, seniority shall be used to fill the position. The employee awarded this position will be required to serve a thirty (30) working day probationary period. If in the discretion of the Transportation Supervisor, the employee does not perform satisfactorily during that period, he/she may be returned to his former run. During the probationary period his/her run will be filled in accordance to paragraph 10. After that period the run will be posted as set forth. The returned driver will be given written reasons for the return.

In the event that vacancies were created due to the failure of a regular driver to return to work at the start of the school year, after such driver had driven a regular run or runs the previous school year, those runs shall be posted for bidding by no later than the conclusion of the fourth (4th) week of school. The Bus Drivers shall then be given five (5) working days time in which to make application to fill such vacancies. The senior employee making application for such run or runs, shall be assigned to that vacant bus run or runs, and then all of the additional vacancies shall be filled on the basis of the most senior applicant until all of the vacancies have been filled.

In the event that additional vacancies occur after the fourth (4th) week of school, such vacancies shall be posted on the employee's bulletin board within five (5) working days from the date of the vacancy, and the Bus Drivers shall be given five (5) working days time in which to make application to fill the vacancy. The senior employee who makes application for the vacancy shall be assigned to the vacancy.

When a new bus run is established by the Employer, such new run shall be posted and assigned on the same basis as provided for by this Article.

All vacant or newly established bus runs are to be posted in the following manner: the type of run, the starting date, the rate of pay, starting time and the approximate driving time.

In the event of a temporary vacancy of five (5) days or less due to the absence of the regular driver, such temporary vacancy shall be filled by a substitute driver. A temporary vacancy of over five (5) days shall be presented to the regular drivers, who may elect to take the vacancy along with their regular runs or give up their route to fill said vacancy. If a route becomes open because of the temporary vacancy over five (5) days and all regular drivers refuse (sign off) said route, that vacancy shall be filled by a substitute driver. All drivers affected by a temporary vacancy will return to their old bus routes at the end of said vacancy.

Secretaries:

Whenever any vacancy within the Bargaining Unit shall occur the Employer shall publicize the same by giving written notice of such vacancy to the Association exclusively and providing for an appropriate internal posting of seven (7) working days in every school building. After such time the employer may post said vacancy externally for fourteen (14) working days.

Any Secretary may apply for such vacancy. In filling such vacancy, the Employer agrees to consider the qualifications, background and attainments of all applicants, and other relevant factors.

While the final determination of reassignments and transfers is vested in the Employer, it shall not reassign or transfer a secretary without notification to the Association and prior discussion with the employee.

Whenever vacancies occur during the summer months, the following procedure shall be followed:

Bargaining unit members with specific interest in possible vacancies will notify the Superintendent in writing and shall include a summer address.

If such a vacancy occurs, the bargaining unit members who have expressed an interest in any such position shall be notified in writing by the Superintendent.

The bargaining unit members so notified shall have the responsibility of contacting the superintendent indicating their interest in the position.

The Superintendent shall notify the BESPAs President and Vice-

ARTICLE XII - SENIORITY, LAYOFF AND RECALL

Seniority - Bus Drivers

1. A newly hired employee shall be on a probationary status for sixty (60) working days, taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) working days probationary period, the employee may be dismissed during this period without appeal by the Association. Probationary employees who are absent on scheduled work days, or who suspend their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days absent, or equal to the number of days that the job was not operative, and such employee shall not have completed their probationary period until these additional days have been worked.
2. Upon satisfactory completion of the probationary period, an employee's seniority date shall be retroactive to date of hire as a regular employee.
3. In the event that the Employer determines that it is necessary to reduce the number of employees through the layoff procedure, affected employee or employees shall be given a minimum of (2) weeks written notice prior to the date that the scheduled layoff is to be effective. Employees shall be laid off, recalled or demoted according to their seniority in their classification. If two employees are hired at the same time, the seniority will be determined by the number of the last four (4) digits of the employees social security numbers.
4. An employee will lose his seniority for the following reasons:
 - a. The Employee resigns.
 - b. The Employee is discharged for cause and such discharge

- e. The Employee does not return to work when recalled from layoff as set forth in the recall procedure.
- f. Two (2) years on continuous layoff or length of seniority, whichever is less.

Any employee employed in a classification covered by this Agreement who is or has been promoted or transferred to a non-unit position shall not accumulate seniority while he/she works in the non-unit position. However, employees promoted to a supervisory position within the transportation department shall continue to accrue seniority while in the supervisory position, and in the event of later return to a bargaining unit position shall be considered to have been continuously employed within the bargaining unit for the purpose of computing seniority.

Seniority - Secretaries

Seniority shall be measured from the employee's first (1st) date of work and classification seniority from the date of first (1st) service in the classification. Seniority shall be lost on the termination of the employment relationship. The employment relationship shall terminate if an employee voluntarily quits, retires, is discharged for cause, is totally and permanently disabled, or fails to return to work at the end of an authorized leave of absence or vacation.

A new employee shall be on probation for the first sixty (60) days worked by the employee and may be terminated during such period for reasons satisfactory to the Employer. Upon sixty (60) days completion of the probationary period, the employee will attain the status of a regular employee.

During the probationary period the employee shall not be eligible to receive paid holidays or sick leave. However, when the employee has attained the status of a regular employee, the employee shall

General Provisions

1. A bargaining unit member who changes from one (1) classification to another shall take all of his accrued 'District seniority' to new classification.
2. A bargaining unit member who works in more than one classification shall be entitled to accrue 'Classification Seniority' all such classifications for as long as she/he works in more than one (1) classification.
3. Temporary employees shall not establish a date of hire for purposes of accruing seniority in the bargaining unit.
4. Part-time bargaining unit members shall accrue seniority as if they were employed full time.
5. A bargaining unit member who has been laid off, whether in full or part, shall accrue seniority for all purposes as if he/she were employed full time.
6. Leaves of absence shall not constitute an interruption of continuous service. Seniority shall continue to accrue except when the period of the leave exceeds ninety (90) working days. Seniority shall not be credited beyond the 90th day of an unpaid leave and shall be frozen until the unit member returns to a position within the bargaining unit.
7. A probationary bargaining unit member shall have no seniority until the completion of the probationary period at which time seniority shall revert to his first day of work.
8. Seniority shall be lost should the bargaining unit member resign, retire or be discharged.

A seniority list agreed to by the Bargaining unit and the Employer shall be furnished to each employee covered by this Agreement by October 1 of each year. Within fifteen (15) working days after the seniority list is distributed to employees, the employee may object to any error in the list. Thereafter, the list shall be considered final and conclusive. Such list shall contain each employee's name, date of hire, classification and assignment.

is within the Board's right to lay off staff and/or reduce or eliminate positions.

Layoff shall be defined as a reduction in the work force due to an economic necessity, but shall not include the temporary or normal reduction during the summer months of secretaries and Bus Drivers.

Bargaining unit members to be laid off shall be provided with written notice at least fourteen (14) calendar days prior to the effective date of said layoff.

If it becomes necessary for a layoff, the following procedures shall apply:

- a. All temporary employees shall be laid off within the affected classification first.
- b. Should further reduction be necessary, probationary bargaining unit members shall be laid off within the affected classification unless there is not qualified non-probationary bargaining unit member to perform the work.
- c. Should further reduction be necessary, employees shall be laid off within classification in accordance with their seniority status with the least senior bargaining unit members to be laid off first. Drivers shall be recalled on an

e. Laid off bargaining unit members who are qualified for a vacancy or newly-created position shall be offered such positions before new employees are hired.

4. Should two (2) or more bargaining unit members share the same seniority, the last 4 digits of each employee's social security number shall be used in determining the respective positions on the seniority list with the higher number being given greater seniority.

5. In the event of a layoff, the Association and the Employer may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of layoff. Those electing layoff shall remain on layoff until a normal recall occurs. Such agreement shall be in writing.

6. A laid off bargaining unit member shall be able to request to be placed on other support staff substitute lists and be paid the appropriate substitute rate.

7. For purposes of this Agreement, qualifications shall be defined as possessing the skills and requirements as listed on the job description.

Laid off bargaining unit members shall be recalled in order of seniority with the most senior being recalled first, to any position within his/her classification for which he/she is qualified.

1. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. Each recall notice shall state the time and date on which the bargaining unit member is to report back to work.

2. A recalled bargaining unit member shall be given five (5) work days from receipt of notice to accept recall unless an extension

Bargaining unit members who are offered a position equivalent to that occupied on the effective date of layoff are obligated to accept such work. A bargaining unit member who declines recall to equivalent work for which she/he is qualified shall forfeit his/her seniority and employment rights under this Agreement.

It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

It is understood the bargaining unit member shall continue to accrue seniority for all purposes while on layoff status. A bargaining unit member who is laid off for more than two (2) years shall lose his/her seniority rights and all other rights under this Agreement.

ARTICLE XIII - LEAVES OF ABSENCE

Sick Leave

Each Bus Driver covered by this agreement, will be entitled to sick leave accumulation at the rate of one day per month worked (total of ten {10} days per year) with no limit on the maximum accumulation.

Upon the completion of the initial probationary period, each secretary shall be credited with twelve (12) months of employment for the purpose of sick leave accrual. The sick leave allowance of regular part-time secretaries shall be reduced proportionately but shall not exceed ten (10) days per year. Sick leave may accumulate without limit.

Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by sickness, injury, mental impairment, or for medical, dental or optical examination or treatment, but excluding any condition

4. Such leave may be used for the serious illness of a member of immediate family. Leave shall be limited to the use of up to five days per school year from accumulated sick leave and shall be taken only to the extent that the presence of the employee is reasonably required. The term "immediate family" shall be defined as: mother, father, spouse, children, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, step-child.
5. Employees who are unable to perform their duties because of illness or disability should notify their supervisor at least one hour before the start of the work day. If an illness or disability extends beyond the first work day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.
6. Records of sick leave accumulated and taken shall be furnished to the employees covered by this agreement by October 1, of each year.

Funeral/Bereavement Leave

1. All employees covered by this agreement shall be granted up to five (5) working days off with pay, two (2) of which shall be deducted from sick leave, for a death in the employee's immediate family. The term immediate family shall be defined as: mother, father, spouse, children, brother, sister, grandparents, grandchildren, parents-in-law, step-children.
2. Employees covered by this agreement shall be granted one (1) day with pay to attend funeral of friends or relatives.

Personal Leave

1. Each Bus Driver and secretary, covered by this Agreement, shall be granted two (2) personal days per year with pay which may be used for any purpose.

A request for a personal leave day shall be made at least three (3) work days in advance, except in the case of an emergency. The Employer may impose reasonable restrictions on any leave requested for a work day immediately before or after a holiday weekend, or vacation. All requests must be in writing, shall include the reason therefore, and must be approved by the Superintendent or his/her designee.

Jury Duty

Employees requested to appear for jury qualification of services shall receive their regular/driving rate of pay from the Employer for such time lost as a result of such appearance or service, less any compensation received for such jury service. In the event that the employee is subpoenaed as a witness in any case connected with the employee's employment in the school district, he will be paid his/her regular/driving rate of pay.

Verification

The employee shall have the responsibility of verifying, after five (5) days of absence, at the Employer's request, his/her eligibility to the Employer for leave and any benefits due. Employees using sick leave under false pretenses shall be subject to disciplinary action.

Family Medical Leave Act of 1993 (FMLA)

Leave provisions of this agreement shall be construed consistently with the requirements of the Act. However, if the leave provisions under this Article are more generous, this agreement shall prevail. All such leaves shall be concurrent with, and not in addition to, any other applicable leaves provided for in this Agreement.

Overance Pay - Bus Drivers

- a. The Board shall pay a lump sum equal to one-half (1/2) said person's accumulated sick leave.
- b. The rate per day shall be computed on the average of highest five (5) years regular salary and dividing this average by 180 days.
- c. No employee shall receive more than \$1,500 in severance pay.

Severance Pay - Secretaries

1. Employees who wish to terminate their employment relationship shall give at least two (2) weeks prior written notice. An employee who has completed ten (10) or more years of continuous service to the District and who terminates his/her employment relationship shall receive severance pay, based on accumulated unused leave, in accordance with the following schedule:
 - a. Full-time employees: Up to 100 days @ \$30 per day.
 - b. School-year employees: Up to 75 days @ \$22.50 per day.
 - c. Regular part-time employees: Up to 75 days @ multiplied by "P". "P" equals the number of hours regularly worked by the employee per day divided by eight (8).
2. No employee shall receive more than \$3,000 in severance pay.

Unpaid Leaves of Absence

1. Upon written request of the bargaining unit member, the Employer may grant an unpaid leave of absence for up to one hundred eighty (180) working days. At the discretion of the Employer, the leave period may be extended.

The Employer may grant an unpaid leave of absence for up to one (1) year for any reason upon written application from the bargaining unit member.

When a bargaining unit member needs to take time off without pay, he/she shall apply in writing to the Superintendent at least one (1) week in advance. Time off without pay shall be granted with no deduction in seniority provided:

- a. That the period of time off shall not be more than ten (10) working day;
- b. That no bargaining unit member may apply for more than one (1) discretionary leave of absence under these provisions in any school year.

Military Leave

The employer agrees to abide by the provisions of the Selective Service Act and its judicial interpretations with respect to leaves of absence due to military service, including National Guard and Reserve Duty.

Educational Leave

The employee upon written application, may be granted at the discretion of the Employer, an educational leave of absence without pay to pursue an education in their area or a related field up to one (1) year. Such leave may be extended upon application to the Superintendent.

General Leave Provisions

Upon return from an unpaid leave of absence of more than forty-five (45) days, a bargaining unit member shall be placed in the

2. Unpaid leaves of absence granted pursuant to this Agreement may be extended for a period not to exceed one (1) year at the discretion of the Employer.

ARTICLE XIV - HOLIDAYS

The Employer will pay Secretaries their regular hourly rate and Bus Drivers regular driving rate, or the normal days pay for the following holidays, even though no work is performed by the employee. The employee will be paid provided he/she has worked the last regular scheduled work day prior to the holidays or their first scheduled work day subsequent to the holiday, unless such absence is excused by Administration.

New Year's Day

Memorial Day

Thanksgiving Day

Christmas Day

Good Friday

Labor Day

Day after Thanksgiving

Independence Day (if working)

Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to their regular pay.

In the event that the employee is on sick leave on any of the above mentioned holidays, the employee shall not have that day charged against their allowable sick leave.

Employees off sick on the last scheduled work day prior to or the first work day after the holiday may be requested to submit medical proof of illness to receive holiday pay. Unexcused absence before or after the holiday would eliminate the employee's right to receive holiday pay.

In the event that the scheduled holiday falls on a weekend, the employee shall be granted an additional day's pay at his/her regular hourly driving rate, as his/her daily rate of pay for the holiday.

any bargaining unit member employed by the Bath School District during the summer months or on a temporary basis shall be paid according to their regular rate, which shall be in accordance with this agreement.

Secretarial members shall have the option of receiving their pay over twenty-two (22) or twenty-six (26) pay periods.

Salary elections shall be made not later than the first time sheet for the ensuing school year and retroactive as soon as possible following the contract settlement.

Bargaining unit members assigned to twelve (12) month positions shall be paid in twenty-six (26) equal installments.

any bargaining unit member who is temporarily assigned to the duties of another unit member in another classification which earns a lower rate of pay shall receive his/her regular rate of pay for the period he assumes such assignment or a higher rate of pay if such is applicable to the assignment.

Bargaining unit members required in the course of their work to drive their personal automobiles shall be reimbursed for mileage at the District rate.

In addition to regular hourly salary stated in Appendix I & II, bargaining unit members shall receive longevity pay. Longevity pay shall be paid in lump sum on or before the last pay in December prior to the Christmas holiday. A leave of absence granted under the terms of this Agreement shall not interrupt longevity provided the bargaining unit member returns at the end of the leave period.

Each secretary shall receive longevity pay in addition to regular pay in accordance with the following schedule:

2. Each bus driver shall receive longevity pay in addition to regular pay in accordance with the following schedule:

1997-98/1998-99/1999-2000	
Five or more years of service	\$200
Ten or more years of service	\$300
Fifteen or more years of service	\$350
Twenty or more years of service	\$400
Twenty-five or more years of service	\$450

3. Eligibility for longevity pay shall be determined by counting total years of continuous service to the district as of October each year.
4. Longevity is considered part of the salary schedule and shall only be paid if the employee is in the employ of the Employer.
5. The eligible employee will be paid the specified amount in a single paycheck prior to the Christmas Holiday each year.

Unpaid leaves of absence and periods of layoff shall not operate to subtract from a unit member's accumulated years of service for longevity purposes. During unpaid leaves of absence and periods of layoff, a bargaining unit member shall continue to accrue years of service, until such time as he/she may return to a bargaining unit position.

ARTICLE XVI - INSURANCE AND BENEFIT PLANS

The Employer agrees to provide a comprehensive health and hospital insurance for secretarial employees and their dependents with a carrier or carriers selected by the employer. For purposes of this provision, eligible employee shall mean a full time employee or a school year employee. Specific terms and conditions of these coverages are set forth in the group policies provided.

The insurance contributions for employees who terminate their employment prior to the completion of their regular term of employment shall terminate at the end of the calendar month in which this obligation of the Employer to pay wages or sick leave ends.

It is the purpose of this insurance benefit to provide the coverage to the employee if they are not being provided from another employer, it being the intention not to provide duplicate health insurance coverage.

The Employer agrees to contribute to each secretarial employee not electing health insurance a sum, not to exceed sixty (\$60) dollars per month, for the purchase of one or more of the following:

1. Hospital Confinement Indemnity
2. Group Basic Term Life
3. Short-term Disability Income
4. Supplemental Term Life
5. Survivor Income Insurance
6. Dependent Life Insurance
7. Long-term Disability
8. Dental Insurance
9. Approved Tax Deferred Annuity

secretaries

Dental Insurance- For full-year secretarial employees (starting with the 1986-87 school year).

Vision Insurance- For full year secretarial employees (starting with the 1990-91 school year).

us Drivers

Upon the completion of the probationary period, the Employer shall pay the full premium for a \$13,000 group term life insurance policy for each full-time and school-year employee.

A bargaining unit member who is on an unpaid leave of absence and layoff status may continue his fringe benefit coverage through the Employer by paying the group premium(s).

A bargaining unit member who is on an unpaid leave of absence pursuant to Article 13, shall be entitled to continue his fringe benefit coverage for a period of up to one year from the date of the first day of said leave at the group rate, provided that the bargaining unit member may continue his fringe benefits coverage by paying group premiums in advance.

Once the bargaining unit member has designated insurance coverage, it shall not be altered except as may be required due to a change in family status, marital status and/or economic status, until the next open enrollment period.

ARTICLE XVII - BUS DRIVERS

Bus drivers shall meet with the employer for the purpose of bidding for bus routes.

1. Bus routes shall be assigned based on seniority. Drivers will be assigned on the route of their choice on a seniority basis (senior driver bid first). A route shall consist of an elementary run and a second run. This does not include Kindergarten, Vocational Education and Special Education runs which shall be bid separately.
2. Vacancies which occur shall be filled on the basis of seniority with the most senior driver bidding first.
3. Drivers who report for work and school is subsequently closed

Drivers shall be compensated for all hours in attendance at said training sessions as required by the State of Michigan or the Employer at the non-driving rate.

The Employer shall reimburse each driver for the cost of his/her chauffeur's license.

The Employer shall pay the full cost of the Bus Certification Tests, including all tuition, plus pay the employee the regular driving rate of pay for attending the Bus Drivers School as is required by the Employer or any government body. Compensation shall be at the regular run rate of pay per hour. The Employer agrees to provide transportation if training is out of town.

If the employer requires training or schooling it must be at the non-driving rate. If the training is out of the district the employer shall supply transportation. In the event that a regular driver is required to train another driver, the regular driver shall be paid the regular driving rate of pay for all such time, as well as the driver who is being trained.

Drivers shall not be required to perform major repairs on buses. Drivers shall be responsible for the interior and exterior cleanliness of the bus, oiling, checking fluid and oil, road test (daily walk-around), other pre- or state inspections and annual student lists, as outlined by the employer.

Extra trips shall be assigned to drivers on a rotation basis in accordance with seniority. When the special trip list has been exhausted from top to bottom, the rotation process will be repeated.

The employer shall post a list for at least two (2) working weeks at the start of each semester for employees to sign indicating their availability for extra trips. Until such posting is closed, the employer shall use the extra trip list from the previous semester.

2. The list must contain five (5) regular drivers. In the event that more than five (5) regular drivers sign the list the employer may permit substitutes to sign the list to reach a total number of five signers.

(e.g.) four (4) regular drivers sign the list - then one (1) substitute may be permitted to sign the list to generate up to five (5) signers.

3. The employees signing the list shall be asked to work the extra trips on a rotating basis. If there is no driver willing to take an extra trip the employer may mandate the taking of the trip on an inverse seniority rotation basis of those signing the list.

4. If a driver declines to take an extra trip four (4) times in a row the employer may exempt the employee from the list for the remainder of that semester and that position on the list may be filled with a substitute driver.

5. When a forced extra trip conflicts with a driver's regular runs, the driver's regular hours worked at the beginning of the trip shall be paid driving until all lost wages are made up. The remainder of the trip will be paid at the regular extra trip rate. A driver shall be guaranteed to make at least the wages lost.

6. When a special trip is canceled and the driver is not notified prior to the beginning of the trip, the driver shall be compensated for one hour at the regular rate.

7. The bus driver who drives an extra trip shall receive a minimum pay of one (1) hour regular rate of pay for any extra trip.

8. In the event that the Employer fails to give the employee a minimum of three (3) working days notice prior to the scheduled date of departure, the driver who then drives that extra trip shall be paid at time and one-half at the regular driving rate for the extra trip.

In addition to the foregoing, drivers will be reimbursed for any Employer required expenditures that are incurred while working an extra trip.

A driver working on an extra trip will be reimbursed the amount of up to \$6.00 for each meal. (with receipt).

Meals will be reimbursed under any one (1) of the following conditions:

- a. When a special trip requires that the driver stay overnight.
- b. When the trip itinerary includes a group meal.
- c. It is understood that a driver working a special trip is entitled to a meal and reimbursement when said extra trip occurs during a meal time.
- d. Standard meal times are 7 a.m. - 9 a.m., 11 a.m. - 1 p.m., and 3:30 p.m. - 5:30 p.m.
- e. When a bus driver is required to work six and one-half (6.5) hours without a break.

ARTICLE XVIII - MISCELLANEOUS

The employer recognizes the risk potential involved with blood borne pathogens and as such agrees that Board policy shall be made available to such hazardous material(s).

Each regular employee covered by this Agreement shall be given a family athletic pass to cover all home games. Passes shall be issued prior to the first home game.

Any provision of this Agreement or any application of this Agreement to

This Agreement shall supersede any rules, regulations, or policies of the Board which shall be contrary to or inconsistent with its specific express terms.

The parties agree to abide by the Omnibus Transportation Act.

The employer agrees to comply with the law pertaining to the distribution of medications to students.

APPENDIX 1 - SALARY SCHEDULE

SECRETARIAL SALARY SCHEDULE

	1997-98	1998-99	1999-2000
0-60 Days	\$10.68	\$10.89	\$11.11
60 DAYS TO ONE YEAR	\$10.94	\$11.16	\$11.38
2 YEARS	\$11.21	\$11.43	\$11.66
3 YEARS	\$11.48	\$11.70	\$11.94
4 YEARS	\$11.72	\$11.95	\$12.19
5 YEARS	\$12.00	\$12.24	\$12.48
6 YEARS	\$12.27	\$12.52	\$12.77
7 YEARS	\$12.51	\$12.76	\$13.02
8 YEARS	\$12.82	\$13.08	\$13.34
9 YEARS	\$13.14	\$13.40	\$13.67

APPENDIX 2 – BUS DRIVERS SALARY SCHEDULE

BUS DRIVERS SCHEDULE

	1997-98	1998-99	1999-2000
1. Kindergarten/Regular Run	\$13.16	\$13.42	\$13.69
2. Shared-Tim Run	\$13.16	\$13.42	\$13.69
3. Special Trip Rate	\$13.16	\$13.42	\$13.69
4. Special Education	\$13.43	\$13.70	\$13.98
5. Probationary Rate	\$11.82	\$12.06	\$12.30
6. Non-Driving Rate	\$5.87	\$5.98	\$6.10

If any other bargaining unit within the district negotiates a higher wage increase (on or off schedule) during the term of this agreement (1997-2000), the highest percentage increase shall be applied to this bargaining unit for the appropriate period of time and in the same fashion.

Special Education Runs shall be paid for actual driving time with a guarantee of a minimum of one-hour (1 hour) pay for any run. Pre-trip cleaning and fueling to be paid in addition to driving time.

All drivers on extra (special) trip runs shall have a maximum of thirty minutes (fifteen [15] minutes before and fifteen [15] minutes after) allotted preparation time only with prior approval of the supervisor on a case by case basis. Such time shall be paid at the regular extra (special) trip driving rate. Drivers shall be required to have students clean up after themselves prior to departure from this bus.

APPENDIX 3 - GRIEVANCE REPORT FORM

Case # _____

Distribution of Form

1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant(s)

Submit to Principal/Supervisor in Duplicate

g Assignment Name of Grievant Date Filed

STEP I

ate Cause of Grievance Occurred _____

. Article Violated _____

Statement of Grievance _____

Relief Sought _____

Signature _____ / Date _____

Disposition of Principal/Supervisor _____

(Note: Continued)

Disposition of Grievant and/or Association _____

Signature _____ / Date _____

STEP II

Date Received by Superintendent or Designee _____

Disposition of Superintendent or Designee _____

Signature _____ / Date _____

Position of Grievant and/or Association _____

Signature _____ / Date _____

Will this grievance be forwarded to Step 3 - Arbitration? YES NO

STEP III

Date Submitted to Arbitration _____

LETTER OF UNDERSTANDING

FEBRUARY 17, 1998

DURATION OF AGREEMENT

Agreement shall be effective upon ratification by the Board of Education
and shall continue in effect until August 31, 2000. This Agreement shall not
be amended orally and it is expressly understood that it shall expire on the
date indicated. Wages for 1997-98 are retroactive.

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8-28-98
Date

[Signature]
Community Schools

Linda L. Ondria
Bath Educational Support
Personnel Association
BESPA - MEA - NEA

LETTER OF UNDERSTANDING

June 28, 1995

Association (BESPA) and the Administration will attempt to reach an agreement with the Teacher's Association (BEA) to place a secretary on the Student Discipline Committee as a full voting member.

8/27/98

8-28-98

Date

Walter L. Boston

Community Schools

Linda L. Quade

Bath Educational Support
Personnel Association
BESPA - MEA - NEA

