

4299

6/30/2000

AGREEMENT

Between the

**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY
of
BATTLE CREEK**

and the

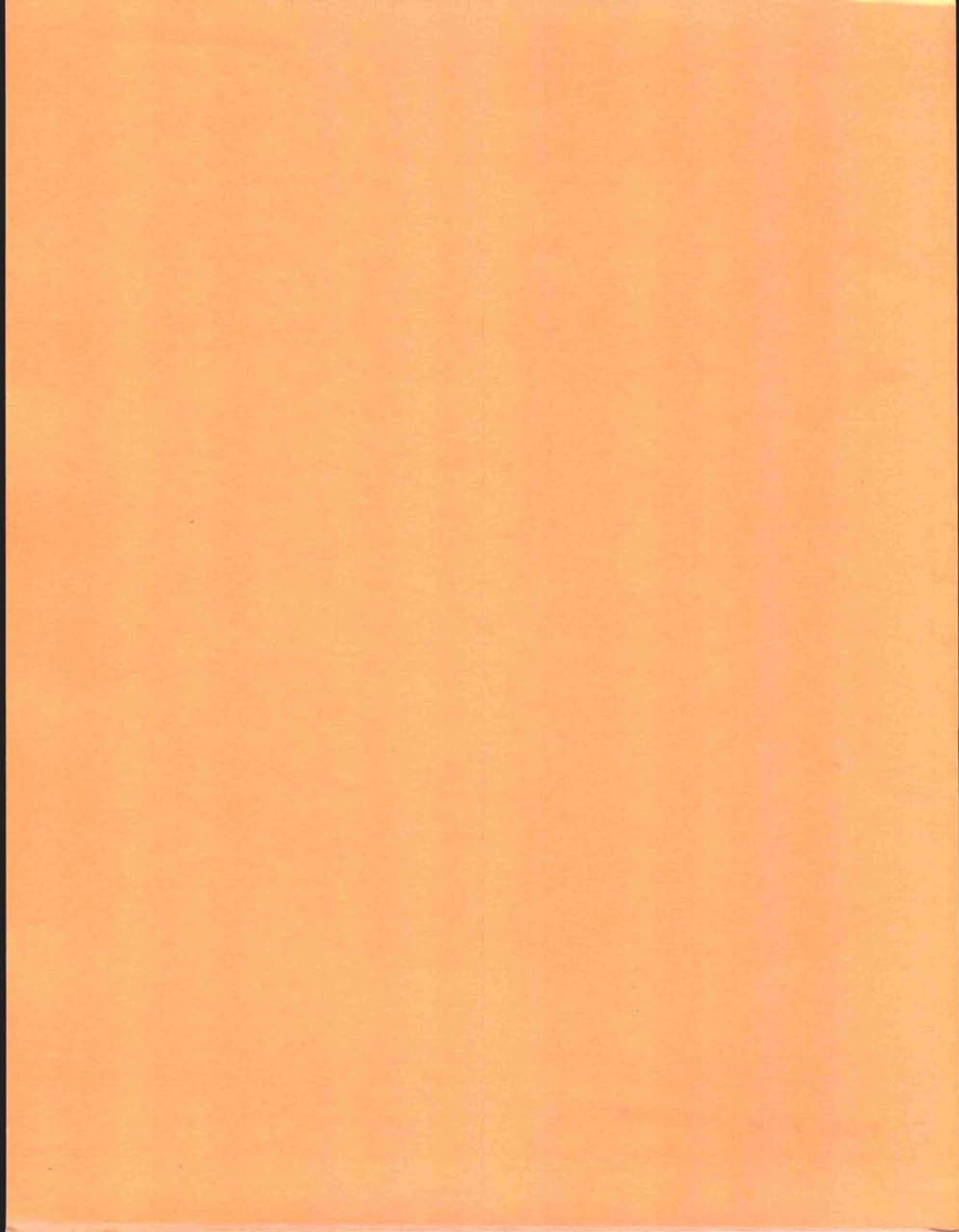
**BATTLE CREEK SUPPORT PERSONNEL ASSOCIATION,
SOUTH CENTRAL UNIFIED
BARGAINING ASSOCIATION, MEA/NEA**

**July 1, 1997
through
June 30, 2000**

**SUPPORT PERSONNEL
including**

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

Battle Creek Public Schools



AGREEMENT

Between the

**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY
of
BATTLE CREEK**

and the

**BATTLE CREEK SUPPORT PERSONNEL ASSOCIATION,
SOUTH CENTRAL UNIFIED
BARGAINING ASSOCIATION, MEA/NEA**

**July 1, 1997
through
June 30, 2000**

**SUPPORT PERSONNEL
including
TRANSPORTATION**

TABLE OF CONTENTS

Article Page

SUPPORT PERSONNEL AND BUS DRIVERS

I.	Recognition	1
II.	Negotiation Procedures	1
III.	Management Rights Clause	2
IV.	Association Rights	3
V.	Agency Shop	3
XII.	Grievance Procedures	16
XVI.	Miscellaneous.....	21
XVIII.	Duration.....	41

SUPPORT PERSONNEL ONLY

VI.	Employee Rights and Protection, Discharge and Discipline	5
VII.	Working Conditions.....	6
VIII.	Vacancies, Transfers and Promotions.....	8
IX.	Paid Leaves	10
X.	Unpaid Leaves.....	12
XI.	Seniority, Layoff and Recall.....	13
XIII.	Holidays	18
XIV.	Compensation.....	19
XV.	Retirement	20

TRANSPORTATION ONLY

XVII.	Transportation	23
A.	Related Articles	23
B.	Employee Rights and Protection, Discharge and Discipline.....	23
C.	Working Conditions	24
D.	Route Vacancies.....	28
E.	Run Vacancies	29
F.	Paid Leaves	29
G.	Unpaid Leaves.....	32
H.	Seniority, Layoff and Recall.....	33
I.	Holidays	34
J.	Compensation	35
K.	Retirement	37
L.	Miscellaneous	37
M.	Drug/Alcohol Testing.....	38

APPENDIX

APPENDIX A - Job Description.....	42
Letters of Understanding.....	49
APPENDIX B – Support Personnel Calendars.....	54

Article I

RECOGNITION

The Board hereby recognizes the Battle Creek Support Personnel Association, MEA/NEA as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all full time and regularly employed part-time special education support persons who are assigned to teachers of the emotionally impaired (EI), educable mentally impaired (EMI), vision (VI) and hearing impaired (HI) and in-school suspension support persons (ISS), instructional reading support persons at high school, Title I instructional support persons, Article 3 instructional support persons, bilingual instructional support persons, adult education support persons, security support persons, SAVE program support persons and all regular and part-time transportation personnel employed by Battle Creek Public Schools; but excluding all spare drivers, probationary drivers, support persons employed at the Calhoun Area Technology Center, Indian Education support persons, Outdoor Education Center camping support persons, clerical support person employed at Southwestern Junior High School, hostesses, noon hour supervisors, special education attendants, all students employed by Battle Creek Public Schools, supervisors such as certified classroom teachers, physical therapists, occupational therapists, nurses, administrators and other supervisors, and all other employees of Battle Creek Public Schools.

When used in this Agreement the term "employees" shall be deemed to refer to all employees included in the above described bargaining unit.

The terms "transportation", "transportation employees," "transportation personnel," and "bus drivers" shall include only those employees who are currently, or in the future, members of the bargaining unit pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, and in conformity with the certification issued by the Michigan Employment Relations Commission on March 21, 1991 in Case No. R 91 A-14 and as certified by MERC. The terms "support persons" or "support personnel" shall mean all other employees who are members of the above described bargaining unit.

Article II

NEGOTIATION PROCEDURES

- A. 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 the Agreement.

B. Conference Committee

1. A Conference Committee representing the Association and the Board shall meet at least bi-monthly during the duration of this Agreement unless mutually waived, for the purpose of reviewing the administration of the Agreement and resolving problems or concerns that may result from this Agreement.
2. The Committee shall be composed of three (3) members of the Association selected by the Association and three (3) members selected by the Board.
3. Each party shall submit to the other, at least one (1) week in advance, when possible, an agenda covering what they wish to discuss.
4. Should such a meeting result in a mutually acceptable amendment to this agreement, then the amendment shall be subject to ratification by the Board and the Association.

Article III

MANAGEMENT RIGHTS CLAUSE

- A. The Employer, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- B. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.
- C. The Board has the right to adopt rules, regulations and policies pertaining to Transportation Employees that the Board deems necessary. The exercise of these powers, rights, authority, duties and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.
- D. No provision of this Agreement shall be construed as limiting or restricting the Board's rights regarding those matters which are designated as management rights and prohibited subjects of bargaining under the Public Employment Relations Act.

Article IV

ASSOCIATION RIGHTS

- A. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965, and to all applicable laws and statutes pertaining to employees' rights and responsibilities. The parties further agree that there shall be no discrimination against any employee by reason of membership in the Association or participation in the lawful activities therein.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. Meetings are to be requested in writing in advance and subject to regular scheduling procedures. Meetings are not to interfere with the regularly scheduled school activities.
- C. Bulletin board space conveniently located, and the use of telephone communications for local calls to be used on a reasonable basis, shall be made available to the Association and its members. The Association may use the school mails for the distribution of materials related to school business. Should there be any determination that such usage requires U.S. postage, the Association agrees to pay such cost or discontinue usage until an alternate plan can be negotiated.
- D. The Board agrees to furnish to the Association, in response to written requests from time to time, available information which the Association requires to process grievances, administer this Agreement, and to formulate contract proposals.
- E. At the beginning of each school year the Association shall be credited with five (5) days to be used by employees who are officers or agents of the Association.

Article V

AGENCY SHOP

- A. All employees as a condition of continued employment shall either:
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year.
 - 2. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall as a condition of employment, pay as a fee to the Association the appropriate service fee payable to the Association, provided,

however, that the employee may authorize payroll deduction for such fee in the same manner as provided in Paragraph A-1 of this Article. In the event that an employee shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph A-1, the Board shall immediately cause the termination of employment of such employee. The parties expressly recognize that the failure of any employee to comply with the provision of this Article is just cause for discharge from employment. All employees new to the District will be informed of this requirement when being offered employment in the District.

- B. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of Paragraph A above and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- C. Authorized deduction of membership dues shall be made from each paycheck each month for twenty (20) pays beginning 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 Moines so deducted, accompanied by a list of employees from whom the deductions have been made.
- D. The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Board:
 - 1. Credit Union
 - 2. Tax-sheltered Annuities
 - 3. Insurance Options available in the District
 - 4. United Way
- E. The Association agrees to indemnify and save the Board, and including individual school board members, 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 by the Board for the purpose of complying with this agreement, providing that, the Association shall have the right to select the legal counsel and to determine the method and means of defense, appeal or compromise to settle the claim.

Article VI

EMPLOYEE RIGHTS AND PROTECTION, DISCHARGE AND DISCIPLINE

- A. Nothing contained here shall be construed to deny or restrict to any employee rights they may have under any applicable law or constitution.
- B. The private lives of employees are their own affairs unless their conduct should adversely affect their relationship with students or the discharge of their responsibilities.
- C. Both parties have the responsibility to see that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The parties to this contract agree that the goals of the district can best be reached through positive employee working relationships. It shall be the responsibility of the parties to conduct themselves in such a way as to maintain a businesslike manner of operation such as to avoid conflict or counter productive disruption of the educational environment.
- D. Any complaint directed toward an employee shall be promptly called to the employee's attention if such complaint is to be made a part of the employee's personnel file. The employee may submit a written statement to be attached to and filed with the original complaint.
- E. No employee shall be disciplined (including reprimands, suspension, or reductions in compensation) without just cause. Any such discipline shall be done in privacy. The employee shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for this action.
- F. An employee who is to be discharged or given disciplinary action shall be allowed the right to association representation. Any employee who is given a discharge or disciplinary action shall receive written notice thereof which shall state the nature of the offense and the disciplinary action taken. A grievance which concerns a discharge or disciplinary action may be initiated at one step higher than the person issuing the discharge or discipline.
- G. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Association representative and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. In emergency situations the Employer has the right to order the employee to immediately leave the Employer's property.
- H. An Association representative may be present with the employee when any discharge or disciplinary action is issued by the Employer representative. It is also agreed that the Employer representative will notify the Association of any disciplinary action that is taken against an employee.

I. In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously unless the prior infraction was misconduct or involved inappropriate behavior with a student or students.

J. Assault and Battery

Assault and battery upon an employee is to be reported immediately to the supervisor or principal by the employee. Upon request of the employee, the Board will assist the employee with the reporting and follow through of the incident by law enforcement and judicial authorities.

Article VII

WORKING CONDITIONS

A. Employer and Association recognize four categories of employees. Bargaining unit work shall be performed only by employees in one of the four following categories:

1. Regular assignment: An employee who is employed at least twenty-seven (27) hours per week.
2. Part-time: An employee who is employed less than twenty-seven (27) hours per week.
3. Substitute: A person who is employed to fill a regular assignment or part-time position on a per diem basis while the regular employee is absent or on approved leave. It is expressly understood and agreed that if a substitute is required, the substitute shall in no case fill a bargaining unit position for a period in excess of 60 days unless it is mutually agreed between the Board and the Association or unless the substitute is filling a position of a bargaining unit member who is on Board approved leave.
4. Probationary: A new employee assigned to a regular or part-time position for a trial period of up to sixty (60) work days. The Association shall represent probationary employees for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment, and other conditions of employment as set forth in this agreement except discharge and discipline.

B. **Assignments, Work Day and Hours**

1. **Notification:** The Board will make reasonable effort to notify support persons of their employment for the next school year no later than two (2) weeks before the end of the preceding year.

2. **Reporting to Assignments:**

- a. Instructional and special education support persons other than those assigned to transportation duties shall report to their daily assignment fifteen (15) minutes prior to the arrival of students for instruction purposes.
- b. Those support persons who, as part of their work assignment, ride school buses shall report to work at the time of departure of the scheduled bus runs. Should departure times be changed during a school year, appropriate adjustments in working hours and pay status will be made. The addition or deletion of bus riding responsibilities may be done without posting the position.

3. **Change of Support Person Assignments:**

- a. A support person's job responsibilities within the same building may change during the school year. This change of job responsibilities does not constitute or create a vacancy.
- b. A support person's assignment may be moved to a different building during the school year without posting the assignment. If the job responsibilities are changed significantly in the different building the assignment will be posted during the following summer.

Support persons shall work in accordance with the following 205 days/year calendar: (See Appendix B for 1997-98, 1998-88 and 1999-2000).

Days when school is canceled for students because of Acts of God, support persons will not be required to work and shall suffer no loss of pay.

NOTE: The parties agree state law and regulations require that after two (2) instructional days are lost to storms, fires, epidemics, or health conditions, additional lost days must be made up. In such an event, the calendar(s) will be adjusted and the days be made up in the following order:

1. Up to eight days will be added to the calendar immediately following the closing date for students with the final day's schedule being one-half (1/2) day for students and a full day for employees. These days will be considered as part of the regular year's pay.
2. Should additional "make-up" days be necessary, they shall be scheduled during the Spring Break. It is understood, however, that employees will be paid for these rescheduled days during the Spring Break.

3. Only Act of God days when school is closed for students and employees will be rescheduled.

C. Lunch period

Support persons who as part of their regular work assignment eat with and/or supervise students during the support persons lunch period or who are on call shall be paid. Support persons who do not eat with and/or supervise students or who are not on call during the support person's lunch period shall have a thirty (30) minute duty free lunch period with no pay.

D. Break

Support persons will receive a fifteen (15) minute break during each work period of approximately three (3) hours.

E. Use of Volunteers

If volunteers are used by the District to perform bargaining unit work, for any volunteer programs not in effect prior to July 1, 1997, the impact of the volunteers being used may be bargained if requested by either party.

Article VIII

VACANCIES, TRANSFERS AND PROMOTIONS

A. Vacancies

1. A vacancy shall be defined as a newly created position or a vacant position that is going to be filled. Posting notifications of vacancies shall be sent to the President of the Association in sufficient quantity for building distribution. The posting shall contain the following information.
 - a. Job title
 - b. Location
 - c. Starting date
 - d. Rate of pay
 - e. Hours worked
 - f. Minimum requirements
2. Interested employees may apply in writing to the Superintendent or designee, within the six (6) day posting period. The Employer shall notify the Association of vacancies occurring during the summer months (June, July, August) by sending notice of same to the President of the Association.

3. Vacancies shall be filled with the most seniored applicant possessing the ability and qualifications from within the affected classification. Should no employees from the affected classification apply, the vacancy shall then be filled with the most seniored qualified applicant possessing the ability and qualifications from other classifications.
4. Within fifteen (15) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

B. Transfers

1. The parties agree that transfers should be voluntary to the extent possible, and that involuntary transfers should occur only when necessary.
2. Any employee asked by a supervisor to temporarily assume the duties of another employee within the district will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.
3. In the event of transfer in the classification or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The employer shall give the transferred employee reasonable assistance to enable him/her to perform up to employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment. Should it become apparent that the affected employee is unable to demonstrate the ability to perform the work before the end of the 30 days, the employee need not complete the trial period if mutually agreed upon by the employee and his/her supervisor.

Article IX

PAID LEAVES

A. Sick Leave

Each support person will receive ten (10) days of paid sick leave per year for personal or immediate family illness which may accumulate to a maximum of 200 days. Immediate family is defined as husband, wife and children of the employee. The Board reserves the right to communicate with the immediate family member's physicians should the leave be requested for more than three days.

B. Funeral Leave

Up to three (3) days paid leave may be requested to attend to a death in the immediate family. Immediate family is defined as spouse, children, parent, brothers, sisters, grandchildren, mother-in-law and father-in-law of the employee.

Up to one (1) day paid leave may be requested to attend the funeral of a grandparent, uncle, or aunt of the employee.

C. Emergency Business Leave

Support persons will be granted one (1) day leave for personal emergency business which cannot be taken care of outside of working hours upon application using the appropriate form which must be received by the Superintendent or Superintendent's designee no later than forty-eight (48) hours in advance of the leave day. The employee, in the instance of this one (1) day personal emergency leave only, need not state the reason which necessitates the request for emergency leave but must attest to the fact that the reason is a bonafide emergency.

Support persons may be granted up to two (2) additional days of leave for emergencies which cannot be taken care of outside of working hours if the reason for such a request is stated in writing using the appropriate form and is received by the Superintendent or Superintendent's designee for consideration no later than forty-eight (48) hours prior to the requested date of leave. In extreme emergencies when the employee does not know of the reason for requesting leave forty-eight (48) hours in advance of the date of leave, the employee must call the Superintendent or Superintendent's designee for a decision stating the reason, the date for which the leave is requested and why the emergency cannot be taken care of outside of work hours.

D. Vacation Leave

Each support person will receive twelve (12) paid days per year which shall be used during days when school is not in session, i.e., conference days, winter and spring break, etc.

E. Sick Leave Bank

Beginning July 1, 1987, a sick leave bank designed to provide support persons with income protection due to a long-term major physical or mental disability will be established as follows:

1. Each support person shall contribute one (1) of his/her sick leave days for the 1987-88 school year to the sick leave bank. During this initial year the Board will contribute two days to the sick leave bank for each day contributed by teacher support persons not to exceed a bank total of 200 days.
2. Support persons will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability, and after the expiration of the greater of (1) the support person's accumulated sick leave or (2) a waiting period of sixty (60) work days during the calendar year.
3. The maximum withdrawal for any one support person cannot exceed one-hundred-fifty (150) sick days in a two (2) year school calendar period. Also, the maximum withdrawal for a single disability shall not exceed one-hundred-fifty (150) sick days.
4. When an employee returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period unless a six month period has elapsed since the return to work once all available sick leave has been used. In addition, if a waiting period is interrupted due to a return to work and the employee is subsequently unable to continue working due to recurrence of the same disability, the waiting period will be considered uninterrupted once all available sick leave has been used.
5. Disabilities incurred on or after July 1, 1987, will be considered eligible for the sick leave bank. Disabilities sustained prior to July 1, 1987, are excluded.
6. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. In the event the bank drops below fifty (50) days, it will be replenished according to the procedure in E.#1 above.

If the employee has exhausted his/her sick days at the time of any future assessment, the one (1) day will be deducted from his/her sick leave at the beginning of the next fiscal year.

7. Employee(s) who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Superintendent or the Superintendent's designee for information regarding the necessary application procedures.

Applicants shall be expected to provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board, at Board expense if requested.

8. Each application for withdrawal from the sick leave bank will be reviewed by a committee comprised of three (3) Association representatives appointed by the Association and three (3) representatives of the Board. In the event that a decision cannot be reached by the committee, the final decision regarding the granting of sick leave days will rest with the Board and such decision may be subject to the grievance procedure.
9. "The Sick Leave Bank Review Committee" will be responsible for developing additional provisions or by-laws relative to the operation of the sick leave bank.

Article X

UNPAID LEAVES

A. General Conditions

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee to the Superintendent or Superintendent's designee via the support person's immediate supervisor. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave.
2. An employee returning from a leave of absence shall be reinstated to the position he/she held when the leave began providing it is still in existence, but in any event to the same classification. At least ten (10) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.

B. Association Leave

A leave of absence may be granted upon application for the purpose of serving as an officer of the local, state, or national association. Such leave shall be for the duration of the term of office. Should the term of office be for more than two years, the employee may request an extension of leave for up to one year.

C. **Child Rearing Leave**

An employee may be granted a leave of absence for child rearing purposes. Such leave is to commence not earlier than the date of the birth or adoption of the employee's child except that a pregnant employee's leave may commence prior to the birth of her child. The leave is to commence not later than one (1) year after the date of the birth or adoption of the employee's child. Such leave shall be granted without pay or benefit for a period not to exceed one (1) year beyond the date on which it became effective unless otherwise recommended by the physician. Such leave is to be up to one year in length. Except in cases of emergency, the employee shall notify the Board at least thirty (30) days prior to the date the leave is to begin. The leave's start and return dates shall be included in the letter, along with a copy of the child's birth certificate and/or physician's statement.

All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.

Article XI

SENIORITY, LAYOFF AND RECALL

A. **Seniority**

1. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day within the bargaining unit. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.
2. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the district.

The second shall reflect his/her most recent date of district employment in classification. For purposes of this provision, all employees shall be placed in one of the following classifications based on their current assignments:

- (a) Instructional Support Personnel
- (b) Security Support Personnel

Employees who were in the former classifications of Springfield Instructional Support Personnel, In-School Suspension Support Personnel and Special Education Support Personnel shall be classified as Instructional Support Personnel (a), Springfield Security Support Personnel will be classified as Security Support Personnel (b).

3. The Employer shall prepare, maintain and issue the seniority list on or about November 1 and May 1 of each year. A copy of the seniority list shall be furnished to the Association. Bargaining unit members must notify the Personnel Office of any errors in their seniority date(s) within fifteen (15) calendar days of the list being issued. After fifteen (15) calendar days the list shall be considered official (with any mutually agreed to changes) by all parties until a subsequent list is issued.
4. Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position. Leaves of absence in accordance with this contract shall not interrupt seniority; however, seniority does not accrue during the time of the Leave of Absence. Layoffs in accordance with this contract shall not interrupt seniority and seniority shall continue to accrue during the time of layoff.

B. Layoff and Recall

1. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds, elimination or reduction in program requirements.
2. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing. Reasonable effort will be made to give thirty (30) days notice. However, in no event shall notice be given less than ten (10) days before layoff. Persons on layoff shall receive all earned vacation and continue health insurance benefits for 90 days. Employees who wish to continue health insurance coverage beyond the usual 90 day period may do so if the premium is paid to the Battle Creek Schools Business office ten (10) days in advance of the date of premium payment to the carrier by the district and if approved by the carrier for a period not to exceed one year.
3. In the event of a necessary reduction in work force, the Employer shall lay off the least senior employees by classification. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly created position.
4. Laid off employees shall be recalled in reverse order of layoff, by classification. However, should there be no employees to be recalled within a classification, the most senior employee who is qualified in the other employee classifications shall be recalled. A laid-off employee shall have his/her name removed from the recall and seniority lists if he/she has not been recalled to a position within twenty-four (24) months of the date he/she was laid off. Removal from the recall and seniority lists means that such employees no longer have rights to employment with the District.

5. All open positions will be posted as required in Article VIII of this agreement. However, the following procedure shall be followed in filling the positions when there are support persons on layoff. Currently employed full or part time support persons may apply for open positions. Employees on layoff in the classification which has an open position will be recalled before the position can be filled by a support person in another classification. Only by mutual agreement will an employee be given positions that total more than 40 hours per week. Should an employee on layoff refuse recall to a part-time position which is less hours than held at the time of layoff, he/she shall remain on the recall list and the Board shall not be required to recall that employee to another part time position for the remainder of the school year. Should an employee on layoff refuse recall to a position having the benefit level equal to or greater than the employee's benefit level at the time of layoff such refusal shall constitute termination of employment.
6. Employees shall be held responsible for keeping the Board notified as to their current mailing address in written form to the Personnel Office.
7. Notification of employment opportunities and recall shall be sent by certified mail to the last known address of the employee. If the employee fails to respond to the recall within ten (10) working days from date of mailing, the Board shall no longer have any obligation to future consideration for employment.
8. **Unemployment Compensation**
 - a. In the event an employee receives unemployment compensation for a scheduled work day which was canceled due to conditions not within the control of School authorities, if the canceled day is rescheduled, the employee's compensation for working the rescheduled day will be adjusted such that the compensation for the rescheduled day, plus the unemployment compensation for the canceled day, equals the compensation he/she would have earned had the employee been compensated for the rescheduled day at his/her regular rate of pay.
 - b. In the event an employee receives unemployment compensation benefits for non-scheduled work day(s), such as a holiday break period or the summer break period for an employee who would not have worked in the summer, the employee's compensation for working the rescheduled day will be adjusted such that the compensation for the rescheduled day, plus the unemployment compensation for the canceled day, equals the compensation he/she would have earned had the employee been compensated for the rescheduled day at his/her regular rate of pay. This section is not intended to adjust compensation for unemployment received for regularly scheduled work days.

9. It is agreed that job descriptions for each support person category shall be as attached in Appendix A of this Agreement.

All new job descriptions shall be developed jointly by the Board and the Association and shall include a minimum of:

1. Job title and brief description
 2. Minimum requirements
 3. Statement of tasks and responsibilities
 4. Classification
 5. Staff relationship, i.e., to whom is the employee responsible and from whom is the employee to take direction.
10. Qualifications as used herein shall mean possession of the basic skills necessary as described in the job description and successful completion of a trial period of thirty (30) days.

Article XII

GRIEVANCE PROCEDURES

A. **Definition**

A grievance is defined as a misapplication or misinterpretation of the Agreement or an action that violates the specific terms of this Agreement. The grievance shall cite the Article the grievance is based upon, describe the violation, and the appropriate remedy.

B. **Procedure**

1. **Level One**

- a. The grievant(s) shall discuss the grievance with the building principal, Special Education Supervisor or Assistant Director of Transportation, whoever is appropriate, within ten (10) working days of the grievant(s) knowledge of the event or occurrence which is the basis for the complaint.
- b. If the grievance is not resolved at the informal discussion level it shall be presented in writing to the appropriate immediate supervisor within five (5) working days of the above discussion. The immediate supervisor shall render a written decision to the grievant(s) within five (5) working days of receiving the grievance.

2. **Level Two**

- a. If the Level One decision is not satisfactory, the grievance shall be presented to either the Director of Transportation or the Personnel Assistant, whoever is appropriate, within five (5) working days of receipt of the Level One written decision.
- b. The appropriate administrator, as listed above, shall hold a meeting with the grievant(s) and the grievant's Association Representative within five (5) working days and respond in writing within five (5) working days following the meeting.

3. **Level Three**

- a. If the Level Two decision is not satisfactory, the grievance shall be presented to the Superintendent or Superintendent's designee, within five (5) working days of receipt of the Level Two decision.
- b. The Superintendent or Superintendent's designee shall hold a meeting with the grievant(s) and the grievant's Association Representative within five (5) working days and respond in writing within five (5) working days following the meeting.

4. **Level Four**

- a. If the Association is not satisfied with the Level Three discussion of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the grievance may, at the option of the Association, be submitted to advisory arbitration before an arbitrator selected by the American Arbitration Association and in accord with its rules.
- b. The right to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to advisory arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.
- c. The arbitrator's decision shall be advisory only.
- d. The expenses of the arbitrator shall be born equally by the employer and the Association.

5. **Level Five**

- a. The arbitrator's finding will be submitted to the Board of Education who will reject or implement the advisory decision. Formal Board action will be taken at the next regularly scheduled Board meeting.
- b. The Association may testify at the Board hearing if it chooses.

Rights to Representation

The grievant and Association may be present and suffer no loss of pay and may be represented by another person at all meetings and hearings at any level of the Grievance Procedure. In no event shall any Employee be represented by an officer, agent, or representative of any organization in conflict or competition with the Association. Provided further, when an Employee is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

Article XIII

HOLIDAYS

A. **Support Persons**

For the duration of this contract agreement support personnel shall receive the following paid holidays.

Labor Day	(1 Day)
Thanksgiving	(2 Days)
Winter Break	(5 Days)
New Years	(2 Days)
Good Friday	(1 Day)
Memorial Day	(1 Day)

Article XIV

COMPENSATION

<u>Support Person Salary</u>	<u>2.6%</u> <u>1997-98</u>	<u>2.2%</u> <u>1998-99</u>	<u>2.2%</u> <u>1999-2000</u>
Probationary (60 work days)	\$ 8.41	\$ 8.60	\$ 8.79
Step I	\$10.47	\$10.70	\$10.94
Step II	\$11.27	\$11.52	\$11.77

B. Fringe Benefits

Insurance and nontaxable options for Education Support Personnel:

Effective July 1, 1998, the Board shall provide without cost to the support person the following MESSA-PAK for a full twelve month period for each full time employee and his/her entire family.

Support Personnel not electing Plan A will select Plan B. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.

PLAN A

- a. Health.....MESSA Super Care 1
Each support person shall pay the \$50/\$100 deductible
Effective January 1, 1998, the drug card co-payment will be \$5.00
Effective July 1, 1998, each support person shall pay \$100/\$200 deductible.
- b. Dental.....Delta Dental Plan E007
- c. Vision.....VSP3
- d. Negotiated Life.....\$10,000

PLAN B

- a. Dental.....Delta Dental Plan E007
- b. Vision.....VSP3
- c. Negotiated Life.....\$15,000
- d. **A cash option of \$204.00 per month.**

2. Part-time support persons are not eligible for the above PAK but shall be able to select one of the following:

PLAN 1

- a. Health.....MESSA Super Care 1 pro-rated based on the portion of a full-time assignment worked.
Each support person shall pay the \$50/100 deductible.
Effective January 1, 1998, the drug card co-payment will be \$5.00.
Effective July 1, 1998, each support person shall pay \$100/\$200 deductible.
- b. Dental.....Delta Dental Plan E007 (fully paid)
- c. Negotiated Life.....\$5,000 (fully paid)

PLAN 2

- a. Dental.....Delta Dental Plan E007 (fully paid)
- b. Negotiated Life.....\$10,000 (fully paid)
- c. **A cash option of \$204.00 per month pro-rated based on the portion of a full time assignment worked for the school year.**

As soon as it is possible after the ratification of this contract, the Board shall adopt a qualified plan pursuant to Section 125 of the Internal Revenue Code. It is understood that the plan will be designed to allow support employees receiving Plan B or Plan #2 to receive the cash options which are part of those plans. The cash option received by the support employee may be utilized to purchase a tax-deferred annuity. All costs relating to the implementation and administration of tax-deferred annuity benefits under the plan shall be borne by the Board. To purchase a tax-deferred annuity, the support employee shall enter into a salary reduction agreement. This Section will become effective as soon as the Board is able to adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code and a salary reduction agreement.

Article XV

RETIREMENT

Any employee who separates from the employer for retirement purposes in accordance with the provisions of Michigan Laws relating to retirement systems for public school employees, shall be paid for unused sick leave up to forty-five (45) days if the support person has ten (10) years service in the district and up to ninety (90) days if the employee has fifteen (15) years or more in the district. All payments to be made at the support person's current rate of pay, and based on the employee's regular work day.

Article XVI

MISCELLANEOUS

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. 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 the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. Copies of this agreement shall be printed at the expense of the Board.
- D. Copies of the contract shall be provided for all employees and a copy shall be given to each new hire.
- E. **Inservice/Tuition**

The Board will provide in-service planning for support personnel and transportation personnel when requested by the Conference Committee and approved by the Administration. In-service training may be conducted at the time of district in-service day for teachers. It is understood that those support persons required to attend in-service activities shall receive regular pay for the attendance.

Teacher support personnel may be required or invited to attend other planned in-service activities at times other than the district in-service day. It is understood that those support persons required to attend in-service activities shall receive regular pay for the attendance.

Bargaining unit members who attend mandatory in-service or training as approved by the Administration shall receive their current rate of pay. (Explanation of pay: The member who attends a mandatory three (3) hour training session will receive three (3) hours of pay).

Bargaining unit members attending in-service or training on a voluntary basis, and as approved by the Administration, shall receive a \$42.00/day stipend based on seven (7) hours/day of training.

The Board agrees to reimburse an employee for tuition expenses for accredited classes taken and successfully completed, providing the class has been approved in advance by the office of the Superintendent or his/her designee.

- F. The Association and Board recognize that strikes and other forms of work stoppages by support personnel are not in the best interest of the school district. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any support person or transportation employee take part in any strike, slowdown of work, boycott, picketing or other interruption of activities in the school system.

Article XVII

TRANSPORTATION

- A. Article XVII applies to transportation employees only. The following articles contain language which applies to both transportation and instructional support employees:

<u>Article I</u>	- RECOGNITION
<u>Article II</u>	- NEGOTIATION PROCEDURES
<u>Article III</u>	- MANAGEMENT RIGHTS CLAUSE
<u>Article IV</u>	- ASSOCIATION RIGHTS
<u>Article V</u>	- AGENCY SHOP
<u>Article XII</u>	- GRIEVANCE PROCEDURES
<u>Article XVI</u>	- MISCELLANEOUS
<u>Article XVIII</u>	- DURATION

B. **EMPLOYEE RIGHTS AND PROTECTION, DISCHARGE AND DISCIPLINE**

1. Nothing contained here shall be construed to deny or restrict to any employee rights they may have under any applicable law or constitution.
2. The private lives of employees are their own affairs unless their conduct should adversely affect their relationship with students or the discharge of their responsibilities.
3. Both parties have the responsibility to see that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The parties to this contract agree that the goals of the district can best be reached through positive employee working relationships. It shall be the responsibility of the parties to conduct themselves in such a way as to maintain a businesslike manner of operation such as to avoid conflict or counter productive disruption of the educational environment.
4. Any complaint directed toward an employee shall be promptly called to the employee's attention if such complaint is to be made a part of the employee's personnel file. The employee may submit a written statement to be attached to and filed with the original complaint.
5. An employee who is to be discharged or given disciplinary action shall be allowed the right to association representation. Any employee who is given a discharge or disciplinary action shall receive written notice thereof which shall state the nature of the offense and the disciplinary action taken. A grievance which concerns a

discharge or disciplinary action may be initiated at one step higher than the person issuing the discharge or discipline.

6. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Association representative and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. In emergency situations the Employer has the right to order the employee to immediately leave the Employer's property.
7. An Association representative may be present with the employee when any discharge or disciplinary action is issued by the Employer representative. It is also agreed that the Employer representative will notify the Association of any disciplinary action that is taken against an employee.
8. In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously unless the prior infraction was misconduct or involved inappropriate behavior with a student or students.
9. The right to discharge bus drivers shall remain at the sole discretion of the Board but no discharge shall be made without just cause. It is agreed that the Employer has just cause to immediately terminate any Bus Driver who:
 - a. Is ticketed for a driving infraction committed while driving a bus; or
 - b. Is involved in an accident while driving a bus and found to be at fault.
 - c. Is not insurable under the Employer's liability insurance covering its vehicles or is insurable only at increased premiums.

10. **Assault and Battery**

Assault and battery upon an employee is to be reported immediately to the supervisor or principal by the employee. Upon request of the employee, the Board will assist the employee with the reporting and follow through of the incident by law enforcement and judicial authorities.

C. **WORKING CONDITIONS**

1. **Definitions:** (For information only)
 - a. Route - Transporting of students on a daily basis during the school year (home to school or school to home) awarded through the bid process.

- b. Run - A segment of a route that consists of a single pick-up and delivery of students (home to school or school to home) in addition, it is a driving assignment that is not defined as a route and is awarded through the requisition bid process.

2. **Regularly Scheduled Routes:**

- a. All routes shall be awarded on basis of seniority and qualifications.
- b. Any driver may request in advance an opportunity to ride during down time any route, without pay, in order to learn the route for the purpose of future postings or subbing. The Transportation Director may give prior approval or disapproval of such request.

3. **Route Changes:**

The Board reserves the right to consolidate, reschedule, reroute and temporarily reassign any bus.

In the event a route becomes changed, eliminated, consolidated or canceled the following shall apply:

- a. In the event a route is eliminated, consolidated or canceled, the driver on the route shall have the right to replace a less senior driver.
- b. A route elimination, consolidation or cancellation shall be subject to a conference with the Association representative prior to the change being made.
- c. Definition of "changed":

In the event a route is increased or decreased by 30 minutes of driving time or more after the first five weeks of each semester it will be considered changed and the above procedures shall be followed.

4. **Types of Runs** - Definitions and/or procedures:

- a. **Requisition Run:** A written or call-in request for the use of a bus for any scheduled bus trip other than the regularly scheduled morning, noon or afternoon route(s). All requisition runs will be posted with a start time and return time. The total time shall include 30 paid minutes for travel from garage to pick-up site and pick-up site to garage, trip prep, and clean up time. If the requisition follows a route/run the 30 minutes will not be paid.

Requisition runs will be awarded on the basis of seniority in rotation and qualifications.

When possible, the employer shall post all requisition runs at least two (2) working days in advance and make assignments one (1) day in advance.

When practical, requisition runs shall be posted as daily, weekly, monthly or long-term. In the event no driver signs up for an available requisition run, the Board shall have the right to assign said run to the least senior or probationary driver.

- b. **Emergency Runs:** When an emergency trip arises, the bus drivers shall be rotated with priority given according to the seniority list when possible. Other emergency trips may arise which do not permit securing a driver according to rotation. These may be filled on a first-come, first-serve basis by an available driver.

- c. **Out-of-Town Run:**
 - (1) Out-of-town trips are to be paid at the rate specified for Regular Drivers, from time reporting for duty, as specified on the requisition until the bus is returned to the garage.
 - (2) Overnight out-of-town trips are to be paid at Regular Driver rate for the first sixteen (16) hours out of each twenty-four (24) hour period.
 - (3) Cost of meals and lodging out-of-town overnight trips are to be paid according to the school district's guidelines and procedures.
 - (4) The driver(s) and bus(s) are to remain at the building or field where the group was transported.
 - (5) When it is necessary for the group being transported on any out-of-town trip to stop and eat a meal, the driver will be reimbursed for the cost of his/her meal if other arrangements have not been made to cover the cost prior to taking the trip. For reimbursement, he/she must present a receipt for the amount spent. School district guidelines and procedures are to be followed.
 - (6) Each driver on an out-of-town trip is to be supplied with a school district card for purchase of fuel and oil as needed. Anticipated travel advance may be obtained by following district's guidelines and procedures.

- (7) According to school policy, the Board reserves the right to contract out, out-of-town runs when it deems it necessary.

5. **Driver Shortage:**

- a. When a driver is absent one of the following will occur - (1) an available driver shall be placed on the route or (2) driver(s) will be required to drive doubled up route(s).
- b. Being assigned to a run/route during the absence of a regular driver who may be on leave shall give the assigned driver who is substituting the same rights as the bid driver for maintaining the run/route. Being assigned shall mean the driver who is substituting is on the run/route until the driver returns.

6. Unless otherwise notified, transportation personnel will work the days that school is in session for students.

Note of Clarification:

It is understood that regular drivers and Head Start drivers have differing work schedules. As an example, K-12 drivers may have a 5 day work week and Head Start drivers may have a 4 day work week.

7. Should a beginning of the year meeting be held for the purpose of route assignments and general bus driver information, all bus drivers who are required to attend shall be paid at the hourly rate for the time spent at the meeting (i.e., a 1 1/2 hour meeting will be paid for 1 1/2 hours).

8. **Act of God Days:**

In the event that instructional days lost due to storms, fires, epidemics, health conditions, etc. are to be made up, bus drivers will only be paid for those days they actually transport students. However, bus drivers will receive two (2) hour call-in pay if school is not canceled thirty (30) minutes or more prior to the scheduled bus departure time.

9. Upon written request the driver's route may be held for the driver four (4) weeks when the route is vacated because of an involuntary change of shift with a full-time or part-time employer other than the Board of Education. The Board of Education retains the right to hold a route up to four (4) weeks if the Board deems the request to be of mutual interest.

10. If for reasons, approved by the Director of Transportation, a driver is unable to fulfill all aspects of a route, he/she may be allowed to drive a portion of the route for

no longer than one hundred (100) days in a school year. Following the 100 days if the driver is unable to return to full responsibilities of the route, the route will be considered vacated and will be put up for bid.

11. **Charged Days:**

Drivers shall be charged for runs they miss because of illness.

12. **Sub-contracting**

As related to Transportation Employees, the Board has the right to contract out any work it deems necessary in the interest of efficiency, economy, improved services or emergency. Prior to sub-contracting any work that will cause the layoff of transportation employees, the Board agrees to discuss the sub-contracting with the Conference Committee.

D. ROUTE VACANCIES

1. In the event of a vacancy for a run that is year round, or a route, or the creation of a new run that is year round, or a route, the employer shall post the position for five (5) working days. The position shall be awarded within five (5) working days after the posting period. The new driver shall be placed on the route within five (5) working days after the award has been made. In the event the Transportation Director must deviate from this procedure, he/she will notify the Association. If the Association disagrees with the disposition, a Conference Committee will be held in an attempt to resolve the issue.
2. All postings shall contain the following information:
 1. Approximate time of the run or route
 2. Approximate number of students at the posting time
 3. Rate of pay
 4. NOTE: Route maps will be available for review in the Transportation Office
3. If a probationary driver is assigned a route that was bid but no regular driver was assigned to it, the route will be assigned to the probationary driver after he/she becomes a regular driver (a driver who has successfully completed the probationary period).
4. It is understood that a temporary assignment will be made during posting time.

E. RUN VACANCIES

When a driver is absent from a "Run," the driver will be replaced with the most senior person from the sign up sheet.

F. PAID LEAVES

1. Sick Leave

Each bus driver will be given 10 sick days per year accumulative to forty (40) days. Sick days are not earned for the two summer months. For purposes of sick leave a day equals the bus driver's regular assigned routes. Example: if a driver has a two (2) hour a.m. and a two (2) hour p.m. route these two (2) routes equal one day. If the driver earns ten (10) sick leave days this will equal forty (40) hours for the year. In no case will a driver be paid for more than eight (8) hours for a sick leave day. Sick leave days must be used in half-day or one day units.

- a. Sick leave may be used by a bus driver only if the driver is personally ill and unable to safely drive or if the bus driver's child is sick and requires the driver's attention. (The child must be a minor and under the guardianship of the bus driver.)
- b. In order to be eligible for sick leave the bus driver must give prior notice to the Director of Transportation at least one (1) hour before the scheduled route. Failure to give proper notification will result in no pay for the day.
- c. Bus drivers may request to use sick leave for bonafide personal medical appointments. Such requests must be made in writing to the Director of Transportation at least forty-eight (48) hours in advance of the appointment. The forty-eight (48) hour notice requirement may be waived if the doctor verifies in writing that the appointment was of an emergency nature.
- d. Bus drivers will not receive sick leave during the first twelve (12) months from the date of hire.
- e. Sick leave cannot be used for summer, winter, and spring breaks nor for days the bus driver is not scheduled to work (e.g. during the summer break period or vacations).
- f. A bus driver may not use more than five (5) days sick leave in those instances where use of sick leave is necessitated by the illness of the bus driver's child. This is to be calculated on a per illness basis.

- g. Any excess accumulation over 30 days may be turned in at the end of each school year at a rate of 60% of the driver's hourly rate. Application must be made in writing to the Associate Superintendent for Personnel and Administration. The employee must agree in writing to return to his/her driving position for one school year for the request to be approved. Application must be made within five days after the end of the regular school year for students.
- h. Drivers who leave their employment or who are terminated before the end of the school year are to pay back to the Board on a pro-rated basis any credited sick leave days that were used earlier in the school year. (Ex: A driver used 10 sick days and was terminated two (2) months before the end of the school year. The driver is to pay back two days).

2. **Funeral Leave**

Up to three (3) days paid leave may be requested to attend to a death in the immediate family. Immediate family is defined as spouse, children, parent, brothers, sisters, grandchildren, mother-in-law and father-in-law of the employee.

Up to one (1) day paid leave may be requested to attend the funeral of a grandparent, uncle, or aunt of the employee.

3. **Sick Leave Bank**

A sick leave bank designed to provide bus drivers with income protection due to a long term major physical or mental disability is established as follows:

- a. Bus drivers will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability, and after the expiration of the greater of (1) the bus driver's accumulated sick leave or (2) a waiting period of sixty (60) work days during the calendar year. The sick leave bank committee may waive up to twenty (20) days of the sixty (60) day waiting period based upon individual circumstances. Such waiver(s) shall not be subject to the grievance procedure.
- b. The maximum withdrawal for any one driver cannot exceed sixty (60) sick days in a two (2) year school calendar period. Also, the maximum withdrawal for a single disability shall not exceed sixty (60) sick days.
- c. When an employee returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period unless a six month period has elapsed since the return to

work once all available sick leave has been used. In addition, if a waiting period is interrupted due to a return to work and the employee is subsequently unable to continue working due to recurrence of the same disability, the waiting period will be considered uninterrupted once all available sick leave has been used.

- d. Disabilities sustained prior to December 1, 1992 are excluded.
- e. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. In the event the bank drops below fifty (50) days, it will be replenished according to the procedure in Section 3 a.

If the employee has exhausted his/her sick days at the time of any future assessment, the one (1) day will be deducted from his/her sick leave at the beginning of the next fiscal year.

- f. Employee(s) who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Superintendent or the Superintendent's designee for information regarding the necessary application procedures.

Applicants shall be expected to provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board, at Board expense if requested.

- g. Each application for withdrawal from the sick leave bank will be reviewed by a committee comprised of three (3) Association representatives appointed by the Association and three (3) representatives of the Board. In the event that a decision cannot be reached by the committee, the final decision regarding the granting of sick leave days will rest with the Board and such decision may be subject to the grievance procedure.
- h. "The Sick Leave Bank Review Committee" will be responsible for developing additional provisions or by-laws relative to the operation of the sick leave bank.

4. **Jury Duty**

Bus drivers will be granted a leave for jury duty with the Board paying the difference in pay. Drivers are required to be at work if the court schedule does not conflict with the work schedule. The jury pay slip is to be submitted to the Transportation Office to initiate payment.

G. UNPAID LEAVES

1. General Conditions

- a. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee to the Superintendent or Superintendent's designee via the bus driver's immediate supervisor. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave.
- b. An employee returning from a leave of absence shall be reinstated to the position he/she held when the leave began providing it is still in existence, but in any event to the same classification. At least ten (10) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.

If, however, a driver requests and receives an extended leave of more than ten working days (accumulative) during the regular school year, he/she will retain only the a.m., p.m. bid runs he/she holds. Noon, shuttles, and requisition runs will be put up for bid on the first day of leave granted that will encompass the eleventh day of leave. Emergency leave may be granted by the Transportation Director without the loss of the noon, shuttles and requisition runs.

- c. A Bus Driver who fails to report for work for five (5) consecutive work days shall be deemed to have voluntarily quit and shall have no rights to employment. In cases of extreme emergency the driver may be granted an extension.

2. Association Leave

A leave of absence may be granted upon application for the purpose of serving as an officer of the local, state, or national association. Such leave shall be for the duration of the term of office. Should the term of office be for more than two years, the employee may request an extension of leave for up to one year.

3. Child Rearing Leave

An employee may be granted a leave of absence for child rearing purposes. Such leave is to commence not earlier than the date of the birth or adoption of the employee's child except that a pregnant employee's leave may commence prior to the birth of her child. The leave is to commence not later than one (1) year after the date of the birth or adoption of the employee's child. Such leave shall be granted without pay or benefit for a period not to exceed one (1) year beyond the date on

which it became effective unless otherwise recommended by the physician. Such leave is to be up to one year in length. Except in cases of emergency, the employee shall notify the Board at least thirty (30) days prior to the date the leave is to begin. The leave's start and return dates shall be included in the letter, along with a copy of the child's birth certificate and/or physician's statement.

All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.

H. SENIORITY, LAYOFF AND RECALL

1. Seniority

- a. Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day within the bargaining unit. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.
- b. The Employer shall prepare, maintain and post the seniority list. The seniority list shall be posted in the Transportation Department only. The seniority list shall be revised, updated and posted semi-annually. A copy of the seniority list shall be furnished to the Association.
- c. Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position. Leaves of absence in accordance with this contract shall not interrupt seniority; however, seniority does not accrue during the time of the Leave of Absence. Layoffs in accordance with this contract shall not interrupt seniority and seniority shall continue to accrue during the time of layoff.
- d. The seniority list for the Transportation personnel will not be part of the support person seniority list.

2. Layoff and Recall

- a. If it is necessary to layoff bus drivers the reduction in force will be done on the basis of seniority.
- b. A laid off bus driver will attain the status of a spare driver during layoff and will be eligible to bid on vacated routes and will retain all representation rights.

- c. Laid off bus drivers shall be recalled in the reverse order of layoff. Recall rights are retained for one year. After one year from the layoff, the driver is no longer considered employed by the Employer unless a recall assignment has been accepted.
- d. Notification of layoff and recall shall be sent in writing to the last known address of the bus driver. It is the bus driver's responsibility to assure that Employer's records accurately reflect the bus driver's address.
- e. If a laid off bus driver is offered recall to a bus driving assignment the bus driver shall have five (5) business days from the date the notice is mailed to accept or reject the offer of recall. If the offer of recall is rejected or if the bus driver fails to respond within the aforementioned time limit this shall constitute the bus driver's voluntary resignation from employment and the employer shall no longer have any obligation to further consider the driver for employment.

I. HOLIDAYS

For the duration of this contract agreement bus drivers shall receive the following paid holidays at the normal rate of pay by the assignment prevailing at the time of the holiday:

Labor Day (If school is in session for children prior to this holiday)
Thanksgiving Day and the day following
Christmas Eve
Christmas Day
The three days following Christmas
New Year's Eve
New Year's Day
Good Friday
Memorial Day
July 4 (for summer drivers)

The prevailing assignment includes only the routes assigned to a driver on a continuous, daily basis. The prevailing assignment does not include emergency runs, substitute assignments or other route or runs that have not been assigned to the driver on a continuous basis.

To qualify for holiday pay, the bus driver must be on duty the last regular working day preceding the holiday and the next two regular working days immediately following the holiday. However, if a bus driver is on approved and paid funeral leave or on approved paid sick leave which is verified by a doctor in writing who certifies that the bus driver was unfit and unable to perform driving duties on the regular working day preceding the holiday

or the two regular working days immediately following the holiday, the bus driver will receive holiday pay.

J. **COMPENSATION**

1. <u>Bus Driver Salary</u>	<u>2.6%</u> <u>1997-98</u>	<u>2.2%</u> <u>1998-99</u>	<u>2.2%</u> <u>1999-2000</u>
Step 0	\$7.10	\$7.26	\$7.42
Step 1	\$7.67	\$7.84	\$8.01
Step 2	\$8.26	\$8.44	\$8.63
Step 3	\$8.84	\$9.03	\$9.23
Step 4	\$9.42	\$9.63	\$9.84

2. Bargaining unit drivers will be paid for routes as follows:

a. **Call Ins:**

A minimum of one hour or less of driving time will be paid at the rate of two (2) hours time. All driving time over an hour will be paid on actual driving time over an hour, but not less than 15 minutes. All time and one-half for regular drivers will be paid on actual driving time over forty (40) hours in one week or actual driving time over eight (8) hours in one day. In no case will overtime be paid twice for the same hours worked. A work week shall be from 12:01 a.m. Sunday through Saturday. Drivers will be paid their regular minimum amounts for runs that are canceled for any reason beyond their control, providing a proper notice was not given before they reported. (Note: Current practice)

b. **Regular Routes to be paid as follows:**

A minimum of one hour or less of driving time will be paid at the rate of two hours for the first one hour of driving time. All driving time over the first hour will be paid for actual time over the hour. The second hour of the paid two hour block is to be used for pre and post bus inspections, paperwork, meetings, etc., and is part of the two hours pay.

c. **Special Education Routes are paid as follows:**

Three (3) hour/route: One hour of the three hour block is for pre and post bus inspections, paperwork, meetings, etc., and is part of the three hours pay.

3. **Bus Driver Fringe Benefits:** Note - The pro-ration is to be determined by following the same definitions and procedures as followed in 1991-92.

- a. Health Insurance and Dental Insurance - The Board agrees to provide health and dental insurance selected by the Board (SET-126-001 dental insurance or a comparable plan. Starting in 1992-93, the driver's plan will be the Board's current self-funded dental plan) for all regularly assigned drivers and their dependents prorated as follows:

Note: **Effective January 1, 1998, the drug card co-payment will be \$5.00.**
Effective July 1, 1999, each Driver shall pay \$100/\$200 deductible.
Transportation employee's insurance premium rates will be determined for July, August, September, at the previous June's rates.

- (1) 85% of the premium will be paid by the Board for those drivers who are assigned four (4) runs daily or who drive four (4) hours actual on-the-road time per day as determined by the Director of Transportation. If a four (4) run driver loses a permanent run because it is canceled, the driver's insurance will be reimbursed at 85% at the end of the year provided the driver is paid for 1,800 or more hours during the year. This will also be true for the next year for the driver. Depending on the date of the run cancellation the 1,800 hour alternate can be used by the driver for up to two school years. The driver is required to bid for permanent runs as they become available. If the driver does not accept the run, the 1,800 hours do not apply when determining the insurance premium paid by the Board of Education.
- (2) 70% of the premium will be paid by the Board for those drivers assigned three (3) runs daily and who do not meet on the road driving requirements as they appear above.
- (3) 55% of the premium will be paid by the Board for those drivers assigned two (2) runs daily.
- (4) In order to be eligible, the Employee must have successfully completed the probationary period and await the next open enrollment period.
- (5) An employee is not eligible for the above mentioned protection if he/she is eligible for other group medical coverage through another Employer--or through the Employer of his/her spouse.
- (6) It shall be the responsibility of the Employee to inform the Employer of any changes in his/her status that may affect his/her insurance status.

- b. **Life insurance** - Bus Drivers are entitled to a \$6,000 group life insurance policy paid for by the Board. The policy will provide double benefits in case of the bus driver's death while a passenger in a commercial carrier.

K. RETIREMENT

Any transportation employee who separates from the Employer for retirement purposes in accordance with the provisions of Michigan Public School Employees Retirement System (MPSERS) shall be paid for unused accumulated sick leave as follows if he/she was hired on or before July 15, 1985:

10 years or more service to the district

Up to 20 days pay at the regular hourly rate at retirement

20 years or more service to the district

Up to 30 days pay at the regular hourly rate at retirement

L. MISCELLANEOUS

1. Handbook

It is agreed and understood that the Board has the right to promulgate a bus drivers' handbook applicable to bus drivers which contains at least those provisions set forth in the bus drivers' handbook in effect during the 1990-91 school year or which addresses the issues mentioned in that handbook. If there is an item in the handbook that violates the contract between the Association and the Board, that item is subject to the grievance procedure.

2. Inservice/Training

Transportation personnel who attend mandatory in-service or training as approved by the Director of Facilities & Transportation shall receive their current rate of pay. (Explanation of pay: The driver who attends a mandatory 3 hour training session will receive 3 hours of pay).

Transportation personnel attending in-service or training on a voluntary basis, and as approved by the Director of Facilities & Transportation, shall receive a \$42.00/day stipend based on 7 hours/day of training.

3. **Accident Reporting**

Any driver who is injured while in the line of duty should report the accident to the Transportation Director, immediately. The Transportation Director will report the accident to the Personnel Office. The Personnel Office will notify the insurance company that carries the Workers' Compensation policy which covers medical, hospital and surgical benefits as prescribed by law.

4. **Vehicle Inspection**

All drivers shall be required to thoroughly and completely inspect their vehicle prior to and following each regular or extra run or route.

All discrepancies shall be immediately reported by the inspecting driver to the office of the Director of Transportation.

Failure to properly complete vehicle inspections will result in disciplinary action and/or termination.

M. DRUG/ALCOHOL TESTING

1. Due to the nature of the work, if a bus driver is under the influence of a drug or alcohol on the job, a serious safety risk is created for students and the general public. A bus driver's possession, use, or sale of an illegal drug or alcohol in the work place poses unacceptable risks for safe, healthful, and efficient transportation operations. A bus driver possessing, using, selling, or being under the influence of an illegal drug or alcohol or misusing legal drugs in the work place constitutes grounds for immediate discharge.
2. Possession, sale, use or distribution of alcohol or a drug: The possession, sale, or distribution by a bus driver of alcohol or a drug during a work period shall constitute cause for discharge of the bus driver. The actual consumption or ingestion of alcohol or a drug by a bus driver during a work period shall constitute cause for the discharge of the bus driver, irrespective of whether the Employer elects to test the bus driver in accordance with this Article. The conviction of a bus driver for any drug or alcohol related felony shall constitute cause for discharge, whether or not such felony occurred during a work period.
3. Positive Test Result for Alcohol or Drugs: Except as otherwise provided in this Article, positive test result from a test administered as provided in this Article shall constitute cause for the discharge of the bus driver who provided the specimen. If a bus driver is taking a prescription medication in conformity with the lawful direction of the prescribing physician or a non-prescription medication in conformity with the manufacturer's specified dosage and the bus driver has notified

conformity with the manufacturer's specified dosage and the bus driver has notified the Transportation Director on a form to be provided by the Employer, of the use of the prescription or non-prescription medication before any laboratory test is performed on the requested urine and/or blood specimen, a positive test result consistent with the ingredients of such medication shall not constitute cause for discharge. The Employer may require a bus driver to provide evidence that any prescription medication has been lawfully prescribed by a physician for the bus driver.

4. Tampering with or Substitution of a Specimen: Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the bus driver's own specimen or another employee's specimen, shall constitute cause for the discharge of the bus driver who engages in such activity.
5. Conditions for bus driver testing.
 - a. **Refusal to Provide a Blood or Urine Specimen**: A bus driver's refusal to provide a urine and/or blood specimen for laboratory testing, when requested by the Employer in accordance with the provisions of this Article, will constitute cause for discharge of the bus driver. A bus driver's physical inability to provide a urine specimen shall not be considered to be a refusal to provide the specimen. If a bus driver is physically unable to provide a urine specimen when requested by the Employer, the Employer may request a blood specimen for laboratory testing.
 - b. **Reasonable Suspicion**. The Employer may require an employee to supply a blood or urine sample for testing if the Employer has a reasonable suspicion that: (a) a bus driver has alcohol or a drug present in his/her body during a work period; or (b) that a bus driver was in possession of, sold, or distributed alcohol or a drug during a work period.
 - c. **Post-Accident and near miss incident testing**. The Employer may require an employee to supply a blood or urine sample for testing if the employee is involved in an accident or a near miss incident during a work period.
 - d. **Medical Exams**. The Employer may require an employee to supply a blood or urine sample for testing during the annual medical examination required by the Employer for all bus drivers or during any medical examination to determine the entitlement to workers' compensation benefits, disability benefits, or return to work from a leave of absence.

6. **Employee Assistance Plan:**

The Board's Employee Assistance Plan (EAP) or no charge community resource/support services available to the Board will be made available to bus drivers who are experiencing drug and/or alcohol related problems provided they meet the program's eligibility requirements.

A bus driver's involvement will be completely voluntary and will be designed for the driver's rehabilitation. Records of such treatment will be considered confidential.

Bus drivers are encouraged to utilize the service before a drug and/or alcohol problem causes a job jeopardy situation.

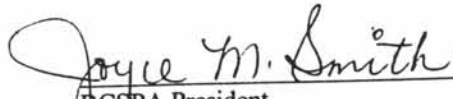
ARTICLE XVIII

DURATION

THIS AGREEMENT SHALL BE EFFECTIVE AS JULY 1, 1997, AND SHALL CONTINUE IN EFFECT THROUGH THE 30TH DAY OF JUNE 2000.



Robert A. Harberts
Associate Superintendent for
Personnel and Administration
(Board's Chief Spokesperson)



Joyce M. Smith
BCSPA President

APPENDIX A

Battle Creek Public Schools Support Personnel Job Description

INSTRUCTIONAL SUPPORT PERSONNEL

Definition

Under general supervision to assist in conducting intensified learning experiences for students in assigned areas of study; to perform a variety of record keeping and supportive tasks for instructional personnel; and to perform related work as required.

Examples of Duties

Assist instructional personnel with the development and presentation of learning materials and instructional exercises.

Tutor students individually or in small groups to reinforce and follow-up learning activity.

Oversee and supervise students during classroom activities, in library and on field trips.

Assist in the development of a variety of instructional materials.

Perform a variety of regular record-keeping duties, such as filing, typing or duplicating materials.

Maintain student records, attendance and files.

Operate a variety of instructional media, office machines and equipment.

Maintain discipline in the absence of the teacher.

Other support person duties as assigned by the supervisor which may be to assist in an emergency only with duties ordinarily assigned other bargaining unit personnel.

Qualifications Guide

Knowledge of:

General concepts of child growth and development and child behavior characteristics.

Techniques used in controlling and motivating students.

English usage, punctuation, spelling and grammar.

Routine record-keeping.

General purposes and goals of public education.

Specific subject area content as required in job assignment.

Ability to:

Assume responsibility for supervising students.

Learn and utilize basic methods and procedures to be followed in instructional settings.

Perform routine record-keeping and basic arithmetical calculations.

Demonstrate an understanding, patient, warm and receptive attitude toward students.
Understand and carry out oral and written instructions.
Maintain cooperative working relationships with students, staff, parents and the general public.

Training and Experience:

Equivalent to completion of the twelfth grade; some paid or volunteer experience working with children in an educational or child care setting preferred; or any combination of training and experience that could likely provide the desired knowledge and abilities.

Organizational Responsibilities:

Instructional support persons are responsible to the teacher(s) to whom they are assigned. The teacher(s) will give each support person direction as to instructional support duties. Overall administrative responsibility rests with the principal of the school or director of the program to which the instructional support person is assigned as prescribed in Section 127 of the School Code of 1976.

**Battle Creek Public Schools
Support Personnel Job Description**

**INSTRUCTIONAL SUPPORT PERSONNEL - ADDENDUM FOR ADULT EDUCATION
SUPPORT PERSONNEL**

The following supplements the **Instructional Support Person** job description and applies to those employees assigned to adult education support personnel duties.

1. Although support persons may not by law be given full responsibility for instruction, **Adult Education Support Personnel**, as well as instructional support personnel, may provide complementing, supplementing, or reinforcing instruction to individual or small groups of adults without the teacher being physically present so long as the teacher knows the whereabouts of the support person and students at all times. The support person may not take full responsibility for instruction. The activities of the support person must be under the meaningful direction and supervision of the teacher.

"Meaningful direction" means that the teacher is responsible for:

- Planning and coordinating all lessons.
- Presenting the initial lesson.
- Identifying the type of complementing, supplementing or reinforcing instruction to be provided.

Specifying the type of methods, materials and techniques to be used by non-certified staff.

"Supervision" means the certified teacher periodically:

Evaluates the performance of non-certified personnel providing instructional support.
Reviews the work plans.

Evaluates student progress.

(State Board of Education Criteria-Revised in 1982)

2. **Adult Education Support Persons** must know the special educational opportunities and requirements for adults working in the ABE program and/or the studies leading to GED testing so as to answer questions and provide advice to students.
3. **Adult Education Support Persons** may assist teachers with student recruiting duties and/or follow-up communication with enrolled students with poor attendance records.

**Battle Creek Public Schools
Support Personnel Job Description**

SECURITY SUPPORT PERSONNEL

Definition

Under general supervision Security Support Personnel are to assist in maintaining an orderly operation of school activities; to perform a variety of student supervision and monitoring duties in support of the administrative staff of the school to which assigned; to establish a physical presence in the school such that students respond to the security support person's direction.

Examples of Duties

Maintain close supervision of student activities in hallways.

Assist administrative and teaching staff with student supervision at school activities (i.e., assembly programs, rallies, group meetings, etc.).

Assist with attendance data collection and other routine record-keeping.

Maintain ongoing communication with the school administration regarding student behavior, building safety and out-of-school situations which may affect daily operations.

Meet with parents, other school officials, police and agency representatives as requested.

Assist counselors with student truancy matters.

Supervise extra curricular activities as scheduled.

Other security support personnel duties as may be assigned by the school administration which may be to assist in an emergency only with duties ordinarily assigned other bargaining unit personnel.

Qualifications Guide

Knowledge of:

Techniques used in controlling and supervising students (crowd control).
Routine school operations which requires directing students and interpreting school requirements, particularly as pertains to acceptable behavior.
Safety requirements in the school building and area.
Routine record-keeping.
Complete knowledge of the physical plant to which assigned.
Communication techniques with young people and adults.

Ability to:

Assume responsibility for supervising students.
Demonstrate and understanding, patient yet firm attitude in directing students.
Understand and carry out oral and written instructions.
Maintain cooperative working relations with students, staff, parents, and the general public.
Complete accurate records as required.

Training and Experience:

Equivalent to completion of the twelfth grade; some paid or volunteer experience in security and supervision is preferred; knowledge of and ability to deal with young people required; or any combination of training and experience that could likely provide the desired knowledge and ability.

Organizational Responsibilities:

Security Support Personnel are responsible to the school principal as prescribed in Section 1247 of the School Code of 1976.

Battle Creek Public Schools Support Personnel Job Description

SPECIAL EDUCATION SUPPORT PERSONNEL

Definition

With general supervision **Special Education Support Personnel** are those assigned to assist teachers with students who qualify for special programs designed to help them meet their

educational potential through instruction designed to accommodate the student's disability; to perform a variety of record-keeping and supportive tasks for instructional personnel; and to perform related work as required.

Examples of Duties

NOTE: Although each disability may require unique services, the following generally apply.

- Assist with the supervision of assigned students during and/or following transportation to and from the school and to and from the classroom.
- Supervise students in hallways and at school activities.
- Oversee, supervise, and physically transfer, as needed, students during classroom activities, on field trips, or assisting students with personal needs.
- Supervise students during lunch periods.
- Tutor students individually or in small groups to reinforce and follow-up learning activity.
- May assist with presentation of teacher prepared and directed lessons.
- Assist with record-keeping.
- Operate a variety of instructional media, office machines, and equipment as well as equipment designed to assist a student(s) with a particular disability.
- Maintain discipline in the absence of or with the teacher.
- Other support personnel duties as assigned by the supervisor which may be to assist in an emergency only with duties ordinarily assigned other bargaining unit personnel.

Qualifications Guide

Knowledge of:

- General concepts of child growth and development and child behavior characteristics.
- Techniques used in controlling and motivating students.
- English usage, punctuation, spelling and grammar.
- Routine record-keeping.
- General purposes and goals of public education.
- Specific subject area content as required in job assignment.
- Knowledge of special education disabilities.
- An acquaintance with the state guidelines which regulate special education.

Ability to:

- Assume responsibility for supervising students.
- Learn and utilize basic methods and procedures to be followed in instructional settings.
- Perform routine record-keeping and basic arithmetical calculations.
- Demonstrate an understanding, patient, warm and receptive attitude toward students.
- Understand and carry out oral and written instructions.

Maintain cooperative working relationships with students, staff, parents, and the general public.

Deal effectively with students presenting unique and difficult mental and/or physical problems which influence instruction.

Training and Experience:

Equivalent to completion of the twelfth grade; some paid or volunteer experience working with children in an educational or child care setting preferred; or any combination of training and experience that could likely provide the desired knowledge and abilities. Experience with the special child is preferred.

*State criteria requires that Special Education Support Personnel have a high school diploma. Persons currently employed must, in this district, hold the equivalent of a twelfth grade education.

Organizational Responsibilities:

Special Education Support Personnel are responsible to the teacher(s) to whom they are assigned. The overall administrative responsibility for staff rests with the principal as prescribed in Section 1247 of the School Code of 1976 and the Director of Special Education for the school district. For transportation purposes the Director of

Transportation will direct those Special Education Support Personnel activities which relate to busing.

NOTE: The following supplements the Special Education Support Personnel job description and applies to those employees whose duties are in total or in part with hearing impaired students.

Special Education Support Personnel for the hearing impaired must be qualified interpreters which includes the capability to sign and finger spell.

Battle Creek Public Schools
Support Personnel Job Description

INSTRUCTIONAL EDUCATIONAL SUPPORT PERSONNEL
ADDENDUM FOR IN-SCHOOL SUSPENSION
(ISS) ROOM SUPPORT PERSONNEL

The following supplements the **Instructional Support Personnel** job description and applies to those support personnel who are assigned to ISS Room positions.

1. The ISS program has been designed to allow for the assignment of students to a very structured educational setting for disciplinary reasons for from one to three days. Guidelines for operation of ISS Rooms have been developed so that all staff in appropriate schools are informed of them.
2. A support person will be assigned to monitor and supervise students assigned by the principal to the ISS Room. The support person will:
 - a. Acquaint students with and enforce rules which apply to the operation of Battle Creek Schools ISS Rooms.
 - b. Reinforce the instruction which has been initiated and assigned by the teacher of record.
 - c. Maintain a disciplined decorum in the ISS Room exercising firmness, understanding and good judgment.
 - d. Maintain a high degree of communication with the principal relative to the program and the students assigned.
 - e. Be ready to meet with the principal, teachers and parents as called upon to do so.
 - f. Keep accurate attendance records.
 - g. Report and take direction from the principal or the principal's designee.
 - h. Other support personnel duties as assigned by the principal which may be to assist in an emergency only with duties ordinarily assigned other bargaining unit personnel.

LETTER OF AGREEMENT

Between

BATTLE CREEK PUBLIC SCHOOLS

And

BATTLE CREEK SUPPORT PERSONNEL ASSOCIATION-SCUBA/MEA/NEA

The parties agree to the following understandings regarding probation for transportation employees:

1. The first day of probation for bus drivers is the first day he/she drives a route that he/she has been awarded.
2. The length of a driver's probation period is eighty (80) working days. A working day is a day when school is in session and students are transported to and from school. Saturdays and Sundays are not working days.
3. Absence from work for an extended period does not count toward the eighty (80) working days in the probationary period.

Robert G. Harbert
FOR THE BOARD

5/14/98
DATE

Joyce M. Smith
FOR THE ASSOCIATION

May 14, 1998
DATE

**BATTLE CREEK SUPPORT PERSONNEL ASSOCIATION
AND THE
BATTLE CREEK PUBLIC SCHOOLS BOARD OF EDUCATION**

JOINT COMMUNIQUÉ

As a result of Win-Win negotiations between representatives of the Board of Education for Battle Creek Public Schools and the Battle Creek Support Personnel Association, South Central Unified Bargaining Association, MEA/NEA the following communiqué is issued:

CONCERN:

The practice of doubling routes for drivers in order to cover driver vacancies.

AGREED:

It was agreed that the root cause of this practice is a shortage of drivers. While the contract allows for this practice it is desirable to minimize its implementation.

RESOLUTION:

- The Board will continue its efforts to hire additional drivers to fill vacancies.
- The Board will endeavor to continue its recently adopted practice of purchasing larger buses.
- Routes will continuously be reviewed for the possibility of consolidating them thus maximizing the efficiency of drivers and routes. This will lessen the impact of a driver shortage.
- The Board restates its commitment to follow contract language to pay for any driver time over the assigned minimum driving time.

LETTER OF UNDERSTANDING

It is agreed and understood that a committee of three (3) representatives of the Board and three (3) representatives of the Association will meet for the purpose of developing a job description for transportation employees.

LETTER OF UNDERSTANDING
RE: Jeanette Barve

On July 1, 1988 Jeanette Barve's full-time position as a bus driver was changed to a part-time position. At that time she was allowed to maintain 90 days of unused sick leave for retirement payoff purposes.

She shall again for the length of the current contract between the Board of Education and the Education Support Personnel (SCUBA) be able to use the 90 days for paid sick leave and/or the retirement payoff accumulated provided the provisions of the Michigan Public School Employees Retirement System are followed. These days are not subject to the end of the year payoff for unused sick leave.

For the Association:

Brenda Donaldson

12/14/92

Date

Ron Amy

8/22/94

Date

For the Board:

Robert A. Harberts

12/14/92

Date

8/22/94

Date

**LETTER OF AGREEMENT
BETWEEN
BATTLE CREEK PUBLIC SCHOOLS
AND
SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION-BCSPA-MEA-NEA**

The parties agree to the following regarding formation of seniority lists:

1. Revised and updated seniority lists shall be prepared and issued on or about November 1 and May 1 of each year. The seniority list will include the length of service for each employee as of the November 1 and May 1 dates. Should either the board of Education or SCUBA disagree with the dates, both parties shall meet and mutually agree to changes. These procedures do not affect the on-going changes made to the seniority lists due to transfers, resignations, new hires, and other such events.
2. Bargaining unit members must notify the Personnel Office of any errors in their seniority date(s) within fifteen (15) calendar days of the list being issued. After fifteen (15) calendar days the list shall be considered official by all parties until a subsequent list is issued.
3. The former practice of listing bargaining unit member seniority hire dates in separate classifications along with the accumulated time he/she worked in each classification shall be re-instituted.

Robert A. Harberts
FOR THE BOARD

3/16/94
DATE

Audrey Sonnevile
FOR THE ASSOCIATION

3/16/94
DATE

APPENDIX B

SUPPORT PERSONNEL CALENDARS

Calendars will be available at the time of the contract printing. For 1994-95 the number of work days, vacation days, and holidays will remain the same as 1993-94. For 1995-96 and 1996-97 the number of work days will be increased by two days due to the increase in instructional days. The number of holidays and vacation days will remain the same, (1995-96, 1996-97: 181 work days, 12 vacation days, 12 holidays).

1997-98

EDUCATION SUPPORT PERSONNEL (205 DAYS)

<u>MONTH</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>CUMULATIVE DAYS</u>		
						Work	Vac.	Hol.
1997								
August	25	26	27	28	29	5		
September	H	2	3	4	5	9		1
	8	9	10	11	12	14		
	15	16	17	18	19	19		
	22	23	24	25	26	24		
	29	30				26		
October			1	2	3	29		
	6	7	8	9	10	34		
	13	14	15	16	17	39		
	.5V	21	22	23	24	43.5	.5	
	27	28	29	30	31	48.5		
November	3	4	5	.5V	V	52	1.5	
	10	11	12	13	14	57		
	17	18	19	20	21	62		
	24	25	26	H	H	65		2
December	1	2	3	4	5	70		
	8	9	10	11	12	75		
	15	16	17	18	19	80		
	H	H	H	H	H			5
	H	H	V				1	2
1998								
January				V	V			2
	5	6	7	8	9	85		
	12	13	14	15	.5V	89.5	.5	
	V	20	21	22	23	93.5	1	
	26	27	28	29	30	98.5		
February	2	3	4	5	6	103.5		
	9	10	11	12	13	108.5		
		17	18	19	20	112.5		
	23	24	25	26	27	117.5		
March	2	3	4	5	6	122.5		
	9	10	11	.5V	V	126	1.5	
	16	17	18	19	20	131		
	23	24	25	26	27	136		
	30	31				138		

EDUCATION SUPPORT PERSONNEL
 1997-98 CALENDAR (Con't.)

						Work	Vac.	Hol.
1998								
April			1	2	3	141		
	V	V	V	V	H		4	1
	13	14	15	16	17	146		
	20	21	22	23	24	151		
	27	28		30		154		
May					1	155		
	4	5	6	7	8	160		
	11	12	13	14	15	165		
	18	19	20	21	22	170		
	H	26	27	28	29	174		1
June						179		
	1	2	3	4	5	181		
	8	9						
TOTAL = 205 days						181	12	12

1998-99

EDUCATION SUPPORT PERSONNEL (205 DAYS)

MONTH	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>CUMULATIVE DAYS</u>		
						Work	Vac.	Hol.
1998								
August	24	25	26	27	28	5		
	31					6		
September		1	2	3	4	10		
	H	8	9	10	11	14		1
	14	15		17	18	18		
	21	22	23	24	25	23		
	28	29	30			26		
October				1	2	28		
	5	6	7	8	9	33		
	12	13	14	15	16	38		
	.5V	20	21	22	23	42.5	.5	
	26	27	28	29	30	47.5		
November	2	3	4	.5V	V	51	1.5	
	9	10	11	12	13	56		
	16	17	18	19	20	61		
	23	24	25	H	H	64		2
	30					65		
December		1	2	3	4	69		
	7	8	9	10	11	74		
	14	15	16	17	18	79		
	H	H	H	H	H			5
	H	H	V				1	2
1999								
January				V	V		2	
	4	5	6	7	8	84		
	11	12	13	14	.5V	88.5	.5	
		19	20	21	22	92.5		
	25	26	27	28	29	97.5		
February	1	2	3	4	5	102.5		
	8	9	10	11	12	107.5		
		16	17	18	19	111.5		
	22	23	24	25	26	116.5		
March	1	2	3	4	5	121.5		
	8	9	10	.5V	V	125	1.5	
	15	16	17	18	19	130		
	22	23	24	25	26	135		
	29	30	31			138		

EDUCATION SUPPORT PERSONNEL
1998-99 CALENDAR (Con't.)

					Work	Vac.	Hol.
1999							
April				1 H	139		1
	V	V	V	V V		5	
	12	13	14	15 16	144		
	19	20	21	22 23	149		
	26	27		29 30	153		
May							
	3	4	5	6 7	158		
	10	11	12	13 14	163		
	17	18	19	20 21	168		
	24	25	26	27 28	173		
	H						1
June							
		1	2	3 4	177		
	7	8	9 10		181		
TOTAL = 205 days					181	12	12

1999-2000

EDUCATION SUPPORT PERSONNEL (205 DAYS)

MONTH	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>CUMULATIVE DAYS</u>		
						Work	Vac.	Hol.
1999								
August	23 30	24 31	25	26	27	5 7		
September	H 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 17 24	10 14 18 23 27		1
October	4 11 .5V 25	5 12 19 26	6 13 20 27	7 14 21 28	8 15 22 29	28 33 38 42.5 47.5	.5	
November	1 8 15 22 29	2 9 16 23 30	3 10 17 24	.5V 11 18 H	V 12 19 H	51 56 61 64 66	1.5	2
December	6 13 H H	7 14 H H	8 15 H V	9 16 H V	10 17 H V	69 74 79		5 2
2000								
January	3 10 24 31	4 11 18 25	5 12 19 26	6 13 20 27	7 .5V 21 28	84 88.5 92.5 97.5 98.5	.5	
February	7 21 28	8 15 22 29	1 9 16 23	2 10 17 24	3 11 18 25	102.5 107.5 111.5 116.5 118.5		
March	6 13 20 27	7 14 21 28	8 15 22 29	1 9 16 23 30	2 10 17 24 31	121.5 125 130 135 140	1.5	

EDUCATION SUPPORT PERSONNEL
1999-2000 CALENDAR (Con't.)

						Work	Vac.	Hol.
2000								
April	V	V	V	V	V		5	
	10	11	12	13	14	145		
	17	18	19	20	H	149		1
	24	25		27	28	153		
May	1	2	3	4	5	158		
	8	9	10	11	12	163		
	15	16	17	18	19	168		
	22	23	24	25	26	173		
	H	30	31			175		1
June				1	2	177		
	5	6	7	8		181		
TOTAL = 205 days						181	12	12

INDEX

	Page
Accident Reporting.....	38
Act of God Days.....	7, 27
Agency Shop.....	3
APPENDIX A.....	42
APPENDIX B.....	56
Assault and Battery.....	24
Assignments, Work Day and Hours.....	6
Association Leave.....	12, 32
Association Rights.....	3
Break.....	8
Bus Driver Fringe Benefits.....	36
Calendar.....	7
Call Ins.....	35
Cash Options.....	19, 20
Change of Support Person Assignments.....	7
Charged Days.....	28
Child Rearing Leave.....	13, 32
Compensation.....	19, 35
Conference Committee.....	2
Credit Union.....	4
Dental.....	19
Discharge and Discipline.....	5, 23
Driver Shortage.....	27
Drug/Alcohol Testing.....	38
Duration.....	41
Emergency Business Leave.....	10
Emergency Runs.....	26
Employee Assistance Plan.....	40
Employee Rights and Protection (Transportation).....	23
Employee Rights and Protection (Support Personnel).....	5
Funeral Leave.....	10, 30
Grievance Procedures.....	16

Handbook	37
Holidays (Support Personnel)	18
Holidays (Transportation)	34
Inservice	1
Inservice/Training	7
Insurance	9, 36
Job Descriptions	6
Joint Communiqué	50
Jury Duty	31
Layoff and Recall	14, 33
Letter of Agreement	49
Insurance	37
Lunch Period	8
Management Rights Clause	2
Membership Dues	4
Miscellaneous	21, 37
Negotiation Procedures	4
Out-of-Town Run	26
Paid Leaves	10, 29
Part-Time (Support Personnel)	6
Probationary (Support Personnel)	6
Recognition	4
Regular Assignment (Support Personnel)	6
Regular Routes	35
Regularly Scheduled Routes	25
Requisition Run	25
Retirement	20, 37
Rights to Representation	18
Route Changes	25
Route Vacancies	28
Run Vacancies	29

Seniority	13, 33
Sick Leaves.....	10, 29
Sick Leave Bank.....	11, 12, 30
Special Education Routes	35
Sub-contracting.....	28
Substitute (Support Personnel).....	6
Tax-Sheltered Annuities	4
Transfers.....	9
Tuition	21
Types of Runs.....	25
Unemployment Compensation.....	15
United Way, 4	2, 32
Unpaid Leaves	8
Use of Volunteers	8
Vacancies.....	8, 28
Vacation Leave	11
Vehicle Inspection	38
Working Conditions.....	6, 24

