

6/30/2000

4862

EMPLOYMENT CONTRACT

BETWEEN

**THE FOWLerville COMMUNITY SCHOOLS
BOARD OF EDUCATION**

AND

**THE MICHIGAN EDUCATION MEA/NEA
TRANSPORTATION AND FOOD SERVICE ASSOCIATION**

1999-2000

Fowlerville Community Schools

EMPLOYMENT CONTRACT

BETWEEN

THE BOARD OF EDUCATION
AND THE BOARD OF SUPERVISORS

AND

THE METROPOLITAN EDUCATIONAL ASSOCIATION
LOCAL UNION NO. 1000

1981-1982

INDEX

	PAGE
ARTICLE I Recognition and Terms.....	1
ARTICLE II Board of Education Policies.....	2
ARTICLE III Guarantee of Rights.....	5
ARTICLE IV Dues, Fees, and Payroll Deduction.....	6
ARTICLE V Seniority.....	10
ARTICLE VI Transportation Bids/Postings.....	12
ARTICLE VII Transportation Extra Trip Bids.....	13
ARTICLE VIII Transportation Working Hours and Conditions.....	20
ARTICLE IX Transportation Compensation.....	29
ARTICLE X Food Service Bids/Postings.....	33
ARTICLE XI Food Service Substituting and Rosters.....	34
ARTICLE XII Food Service Working Hours & Conditions.....	36
ARTICLE XIII Holidays.....	39
ARTICLE XIV Fringe Benefits.....	39

ARTICLE XV	
Paid Leave.....	42
ARTICLE XVI	
Unpaid Leave.....	45
ARTICLE XVII	
Miscellaneous.....	47
ARTICLE XVIII	
Grievance Procedures.....	50
ARTICLE XIX	
Reduction and Recall.....	55
ARTICLE XX	
Strike Prohibition.....	57
ARTICLE XXI	
Duration.....	58
SALARY SCHEDULES	
Transportation.....	59
Food Service.....	60
APPENDIX A	
Longevity, Flat Fee Incentive.....	61

EMPLOYMENT CONTRACT

This contract entered into this 1st day of July, A.D., 1999 between the Board of Education of the Fowlerville Community Schools, hereinafter referred to as the "Board" and the Fowlerville Support Staff Association, MEA/NEA, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION AND TERMS

- A. The Board recognizes the Union as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all bus drivers and food service employees, excluding all others such as, but not limited to, all supervisory and substitute employees.
- B. The term of this contract shall be one (1) years and shall expire on the 30th day of June, 2000.
- C. The terms and conditions of this agreement are to be effective upon ratification by both parties except wages which shall be retroactive to July 1, 1998.
- D. Definitions:
 1. Drivers are defined as those employees that drive a regularly scheduled run.
 2. Regularly Scheduled Run/Route: Whenever the term "run" or "route" is used it shall mean an establish-

ed plan of daily transportation of students by school bus routinely performed during the school year.

3. Trip: Whenever the term "trip" is used it shall mean transportation of students or other persons on an Ad Hoc basis to special events, contests, exhibitions, etc.
4. School Bus: Whenever the term "bus" is used it shall mean a school bus as defined in the school code of 1976 (MCLA) 380.6(1).

ARTICLE II

BOARD OF EDUCATION POLICIES

- A. The written policies of the Board which apply to wages, hours or working conditions shall be a part of this contract and except as they may be superseded by express provisions of this contract shall be included herein, but the Board reserves the right to the contrary, to promulgate new policies from time to time as the need arises, but not to conflict with the provisions of this agreement.
- B. The employer agrees to pay the legally specified contribution to the Michigan Public Schools Employees Retirement Fund on the gross wages for each employee covered by this agreement.

RESERVED RIGHTS:

- A. It is agreed that the Board hereby retains and reserves unto itself, without limitation and without prior

negotiations with the Union, all the powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976 and conferred upon and vested in it by the Laws and Constitution of the State of Michigan and of the United States, including by way of illustration and not limitation, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the employment activities and affairs of its employees;
2. Hire all employees and determine their qualifications and the conditions of their continued employment;
3. Promote, transfer and assign all employees;
4. Determine the size of the work force, and to expand or reduce the work force;
5. Establish, continue or revise policies and adopt work rules and regulations;
6. Dismiss, demote and discipline employees;
7. Establish, modify or change any work, business or school hours or days;
8. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods and

processes of carrying on the work, including automation or sub-contracting thereof or changes therein, and the institution of new and/or improved methods.

9. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or sub-division of buildings or other facilities.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be consistent with Board policies then in effect and the specific and express terms of this agreement providing the same are legal.

The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this agreement shall not by implication

exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board.

In the event of a claim of misinterpretation or misapplication of this agreement, the integrity of this article shall be preserved and provide the paramount premise for interpretation or application of this agreement.

- B. There are special situations whereby Bus Drivers will not transport students in terms of occasional runs or trips. This includes special transportation situations such as, but not limited to, small group athletics, clubs and organizations and certain field trips traditionally transported by other means.

ARTICLE III

GUARANTEE OF RIGHTS

In addition to the terms of this contract, and the policies of the Board of Education, the Union is hereby guaranteed all rights established by state law. The Board reserves the right to hire all employees subject to the provisions of law and evaluate the effectiveness of the employee. The Board reserves the right, based upon this evaluation, to promote, demote, transfer or dismiss such employees limited only by the specific terms of this agreement.

The Board of Education maintains its prerogatives as established by law, including the institution of policies not in conflict with the terms of this contract.

ARTICLE IV

DUES, FEES, AND PAYROLL DEDUCTION

- A. Association Members. In accordance with the terms of this article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.
- B. With respect to all sums deducted by the Employer pursuant to authorization of the employee, whether for the Professional Dues or Representation Benefit Fee, the Employer agrees to disburse said sums upon direction of the Association within fifteen (15) days.
- C. Service Fee Payers. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the legally permissible MEA policy and procedures regarding objections to political-ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed and/or exhausted, all other administrative and judicial procedures shall be barred.
- D. Non-Payment of Dues or Service Fees. If a bargaining unit member does not pay the appropriate amount of dues or legally permissible service fee to the Association, upon written notification by the Association the

Employer shall deduct that amount from the bargaining unit member's wages, and remit same to the Association. Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- E. The Association, in all cases of discharge for violation of this Article, shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the Employer limited to the question of whether he/she has failed to pay the service fee.
- F. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and

transmitted to non-members until mid-school-year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. This Article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

G. The Association agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay, unemployment, and all court or administrative agency costs that may arise out of or by reasons of action by the Board for the purpose of complying with the discharge procedures of this Article, subject however, to the following conditions:

1. The damages have not resulted from the gross negligence, misfeasance, nor malfeasance of the Board or its agents, the Employer gives timely notice to the Association, and permits the Association intervention as a party if it so desires.
2. The Association, after consideration with the Board, has the right to decide whether to defend

any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the cost of defense which may be assessed against the Board by any court or tribunal.

3. The Association has the right to choose the legal counsel to defend any said suit or action and the Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

H. Any bargaining unit member who is a member of the Association, or who has applied for membership, shall sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, (local) assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10)

months, beginning in September and ending in June of each year, not to exceed ten (10) deductions. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was the result of the employee taking paid leave provided for in the Agreement.

- I. Upon appropriate authorization from the bargaining unit member, the Board shall remit within fifteen (15) working days all monies to the appropriate business for annuities, credit union, or other programs approved between the Employer and the Association.

ARTICLE V

SENIORITY

- A. Seniority shall become effective after completion of the probationary period and shall date from the first day of work as a regular employee. A new employee shall be regarded as probationary for the first sixty (60) actual days of work of his/her employment as a regular employee.
- B. In the event two or more employees have the same seniority date, the last four (4) digits of their Social Security numbers, beginning with the highest number first, shall determine their ranking on the seniority list.

- C. No employee who has completed the probationary period shall be disciplined, reprimanded or discharged without just cause. Probationary employees are employed "at will" and may be disciplined or terminated at the discretion of the employer. The termination of a probationary employee shall not be subject to arbitration.
- D. Seniority is lost only by resignation or discharge of the employee.
- E. Seniority shall accrue based on years of continuous employment from the employee's last date of hire.
- F. Time on lay off or approved medical/FMLA or workers compensation shall not constitute a break of continuous employment and shall continue to accrue seniority. Time spent on unpaid leave greater than fifteen (15) consecutive work days shall not count towards seniority.
- G. There shall be separate seniority lists for the transportation and food service employees. The lists shall be prepared by the employer and available to the respective employees by December 1st of each year. The employee then has twenty (20) work days to challenge his/her placement on the list. If no challenge is made within this timeline, the list shall be deemed correct.
- H. There shall be no bumping of seniority between the two (2) lists. This would not, however, preclude an

employee from applying for a vacancy within the district and having two (2) seniority dates within the district for longevity, etc. payout.

ARTICLE VI

TRANSPORTATION

BIDS / POSTINGS

- A. Bid Meeting: Prior to the beginning of each school year all run/routes shall be open for bidding. Prior to the conclusion of each school year each employee shall be notified of the August bid meeting date. On the day prior to the scheduled bid meeting date, all run/routes shall be available for viewing at the transportation office by the employees. On the bid meeting day, each employee shall select, in the order of seniority, with the greatest seniority having the first opportunity to bid their assignment for the ensuing year. Employees shall not select runs that are scheduled on a daily basis, which exceed eight (8) hours per day without the permission of the supervisor. Any employee who is unable to attend the bid meeting shall be responsible for giving to the union representative, their proxy bid which shall include their first three (3) choices.

If none of their proxy choices are available, or if no proxy has been received, then the employee shall be assigned a run/route as close as possible to their prior year's assignment by the supervisor.

ARTICLE VII

TRANSPORTATION

EXTRA TRIP BIDS

EXTRA TRIP POLICY

These guidelines are intended to make all trips equally available to all driving personnel.

- A. The opportunity to drive extra trips must first be offered to regular drivers, per the following policy on a rotational seniority basis beginning with the highest seniority driver. There will be restricted availability during the first thirteen (13) student days of the 1999-2000 school year for field trips. Employees will not be permitted to take a trip which requires them to be absent from their regularly scheduled student runs. The employer may waive this option if necessary.
- B. Two (2) roster(s) will be maintained by the bus supervisor for administration of this policy:
1. Monday "M"
 2. Emergency "E".

The roster(s) for extra trips for all regular drivers will be arranged in seniority order. Any driver wishing to be considered only for certain extra trips must so indicate on the extra trip roster.

Employees wishing to drive extra trips must sign the roster when posted to be eligible. The field trip roster shall be posted at the annual bid meeting and

shall remain posted until the start of the school year for bus drivers to sign and indicate their intent to drive extra trips. New employees have five (5) working days to sign the rosters.

- C. To the extent practical, no substitute driver shall be offered an extra trip assignment unless the bus supervisor is unable to find a regular driver for the extra trip.
- D. It may be necessary to request a regular driver to take off a regular run for an extra trip.
- E. If taking a trip requires a driver to miss his/her regular run(s) the driver will be paid his/her regular hourly wage for missed run/hourly time and the field trip rate for the remainder of the trip.
- F. As far as practical, extra trips will be assigned each Monday for the following week. To be eligible for any extra trips during that week, drivers must be present, without pay, except in cases of illness, emergency or other extenuating circumstances. At the Monday meeting when such extra trips are offered, drivers who are absent from the Monday extra trips meeting must notify the supervisor prior to 9:00 a.m. that they will be available for trip assignments occurring that week. Eligible absent drivers shall be identified by the supervisor at the beginning of the meeting.
- G. A driver refusing an extra trip will not be eligible for another extra trip until his/her name is reached in

sequence on the extra trip roster. When a senior driver refuses an extra trip, the driver whose name appears next down on the seniority roster who is present will be offered the extra trip, and so on until a driver accepts the trip. When the last name on the seniority list has been reached, rotation will again begin at the top of the list.

- H. A driver who accepts an extra trip and then gives the supervisor less than eighteen (18) hours notice that he/she is declining the extra trip for reasons, other than approved reasons such as illness, more than two (2) times within a period of twenty (20) work days, shall be dropped from all extra trip roster(s) for the remainder of the school year.
- I. Show Up/Cancellation Pay: Drivers assigned an extra trip which is cancelled after the arrival of the driver at the Bus Garage will be paid for one (1) hour.
- J. If a trip with an assigned driver is cancelled, the driver shall become eligible for;
1. If an "E" trip, the driver shall become eligible for the next trip available on the "E" roster.
2. If a "M" trip, the driver shall become eligible for the first selection at the next Monday morning "M" roster meeting.
- K. Summer Trips: Extra trips run during the Summer outside of the regular school year shall be made available to all driver personnel on a rotational seniority basis. Excluded from this provision will be

Summer recreation trips which are arranged through the Fowlerville Recreation Association. Drivers will be notified by phone of available trips on Monday morning between 8 a.m. and 9 a.m. for that week. Each driver shall notify the transportation office of a phone number where he/she can be reached. A separate roster shall be posted for five (5) work days for signing prior to the end of the work year by drivers interested in driving Summer field trips.

- L. Roster Corrections:
1. Drivers who are inadvertently missed on bid day on the "M" roster shall notify the employer before the end of the workday that the bidding took place, or in the event that the employee is working during that day or on an employer approved leave day, they must notify the employer by the end of the next morning's runs. The employer will redo the bid process.
 2. In the event an employee is skipped or is offered another trip at the same time the employee is already scheduled to work for the district, the employee shall be permitted to accept the next available trip. (not in the same time slot.)
 3. During the work week, if an employee is inadvertently missed on the "M" roster when a trip comes in after bids have taken place. That employee has to notify the employer as soon as they become aware of the error. If time allows (more than 18 hours) the missed

employee shall be awarded the trip or if less than 18 hours notice they will get the next available trip.

- M. Emergency Assignment: The supervisor of transportation will exercise exclusive discretion in driver selection when an emergency condition occurs in any situation of driver need - inclusive of his/her driving the vehicle.
- N. Admission Fees: The Board shall provide admission fees for any driver during a trip for which he/she is charged.
- O. Sponsors: Two sponsors will be provided for a full load on a trip. One sponsor will sit in the back of the bus. One sponsor will sit in the middle of the bus.
- P. Splitting Extra Trips: No athletic extra trip will be split. The Board in its discretion may split any other extra trip which is within district boundaries or which have been traditionally split in the past. (Middle School Gifted Conference at Eastern Michigan University in Ypsilanti; Howell Nature Center, Middle School; Cleary College; and Brighton Speech Competition). Before splitting any trip not covered above the Board will confer with the Association.
- Q. Extra Trip Pay: Drivers who have an assigned extra trip on Friday, Saturday or Sunday, will at the conclusion of the trip, leave their completed trip sheet and bus keys at the designated location in the bus garage in order to be paid on the next scheduled

pay period.

Employees shall be limited to thirty (30) minutes for their selection of their run/route. If the employee does not make their selection within the allotted time allowed, then the supervisor will assign their run/route for the year.

Those present at the bid meeting shall be paid six dollars \$6.00 for their participation in the bid process.

- B. Test Run: Each employee may be required by the transportation supervisor to perform a "test run" of their selected run/route prior to the beginning of the school year in order to determine the approximate time of the run/route. This test run is to be paid at the driver's regular rate of pay.
- C. New or Vacant Runs: After the initial bid meeting, vacant scheduled runs/routes including shuttle runs, will be posted for five (5) work days on the designated bulletin board at the bus garage. Filling of such openings will be done in observation of the recognized seniority list.
- D. Postings: Posting shall include a description of the run/route, approximate mileage, approximate run/route completion time, and the date the run/route would be assumed and ended. The approximate run/route completion time shall include all time in providing the transportation service.

- E. Route Decrease or Elimination: An employee whose run/route has been eliminated or downgraded by thirty (30) minutes or more shall be allowed to bump any driver with less seniority in order to maintain their driving time.
- F. Route Time Increase: An employee whose run/route has increased by thirty (30) minutes or more shall be open to bid by seniority to more senior drivers.
- G. Stand By Time: Employees shall remain on duty if there is less than forty-five (45) minutes between segments of their daily run/routes.
- H. Removal From a Run/Route: Specific drivers may be administratively prohibited from selecting, or removed, from a specific run/route where the driver has a record on that route of inordinate problems with parents or students. The Association President will be consulted regarding the move and its benefits to the school and the driver.
- I. Temporary driver appointments to fill the runs/routes of a driver granted a leave of absence or multiple leave days shall be made by the supervisor on a seniority basis among available drivers who want such appointments. Once assigned a temporary run of more than one day in length, that driver will not be eligible to fill another temporary run until after they have completed that assignment.
- Posting(s) shall meet the requirements of Article VI D.

Preference will be given to drivers not assigned a run in that time slot. Long term substituting will be assigned to the highest senior driver who does not have a run in that time slot.

ARTICLE VIII

TRANSPORTATION

WORKING HOURS AND CONDITIONS

- A. Overtime: Employees in the bargaining unit who actually work in excess of forty (40) hours in any week and for any work actually performed on Saturday in excess of four (4) hours, shall be compensated for those additional hours at one and (1 1/2) times the employee's regular rate of pay. Double time shall be paid for work performed on Sundays and holidays.
- B. Each employee shall notify the supervisor or designee when he/she will be absent from work, not later than one (1) hour before the employee's regularly scheduled work time, except in emergency situations.
- C. The Board reserves the right to assign drivers to buses.
- D. All drivers will be required to be in their buses during boarding.
- E. Drivers shall make every effort to arrive at their initially designated school drop-off point within a set limit of time. These time limitations shall be set by the administration in writing prior to the beginning of the school year and may be altered during the year if

it becomes necessary.

F. All runs/routes shall be timed from leaving the bus garage until the bus returns to the bus garage. This does not include prep time. All bus drivers will receive fifteen (15) minutes of prep time for their a.m. run, noon run (if assigned) and the p.m. run. All prep time is paid at normal hourly wage and shall be added prior to runs scheduled.

G. Bus Driver's School:

1. Bus Drivers' School is mandatory. Drivers attending the Bus Driver Safety Education Course shall receive an hourly reimbursement at the Field Trip Rate per hour for each hour of attendance.
2. The Board shall reimburse each driver for the cost of his/her license as required by law less basic driver license fee.

H. Drug Testing: All bus drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 and its implementing regulations. The following procedures shall be followed:

1. During the term of this Agreement, the Employer will not engage in the testing of bargaining unit members through the taking of blood, urine, or breath samples in order to determine if they are

under the influence of alcohol or drugs except as required by the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 and the District policy GAOC concerning drug testing after and accident.

2. The Employer agrees that it will comply with all requirements, standards, and procedures required by 49 CFR Part 40, subparts A, B, and C, 40.1-40.111, in carrying out the drug and alcohol testing required by the Act.
 - a. The employer may, for the purpose of implementing drug and alcohol testing pursuant to this section, enter into a consortium which uses the services of an outside contractor or program administrator, provided the consortium, its contract(s) or program administrator meet all the requirements set forth in 49 CFR Par 40, subparts A, B, C, and D. Any consortium, if utilized, or any third party contractors providing testing services shall be considered agents of the Employer for the purposes in providing the Union with any requested information regarding the testing procedures, custody of samples, documentation, instructions, warranties, and other relevant data in its possession regarding any testing of bargaining unit members taken pursuant to this section.

- b. It is expressly understood that all time spent by drivers in submitting to and undergoing testing for drugs or alcohol is work time and compensable at the driver's full time rate. All time which would not have been driving time will be at the driver's field trip wage unless the testing is required to take place during the driver's regularly scheduled driving time. In this case the driver's compensation is at their regular run/route rate of pay.
- c. In the event that a bargaining unit member subject to the requirements of the Omnibus Transportation Employee Testing Act of 1991 is required to undergo referral to and evaluation by a substance abuse professional (SAP) and/or submit to treatment or a rehabilitation program as recommended by the (SAP), said referral, evaluation, and treatment shall be paid by the employee's health coverage.

3. Information and Training

- a. The Employer shall provide all bargaining unit members subject to the drug and alcohol testing procedures of this section with annual inservice training on its drug and alcohol policies and procedures, these standards of conduct expected by the Employer relative to

alcohol and drug use, the consequences of testing positive, and testing triggers and procedures, including a bargaining unit member's right to union representation.

1. Such training shall be conducted a minimum of two (2) hours and scheduled not later than thirty (30) days after the commencement of the school year.
 2. All such training shall be considered working time pursuant to this Agreement and paid at the drivers field trip rate.
- b. In conjunction with the annual training, the Employer must provide the bargaining unit members with written information regarding its drug testing policies and procedures, including information of all persons responsible for the employer's program, the categories of drivers to be tested, information on safety-sensitive functions, the conduct prohibited by the Act, the testing triggers and procedures, consequences, and information on the effects of alcohol and controlled substance use. The written material shall be that published by the U.S. Department of Transportation, Federal Highway Administration for the purposes of employee training and information, and/or other materials mutually

agreed upon by the Association and Employer.

- c. The Employer will provide the Association with notice and make available to representatives of the union any training provided to its supervisors regarding the symptoms of alcohol misuse and controlled substance use for purposes of reasonable suspicion testing and any other drug and alcohol testing training. The Association will be solely responsible for the designation of those union representatives participating in the training.

4. Testing

- a. Should an employee who is selected to report for testing have a pre-arranged appointment where cost is incurred for a non-performance of the appointment, the Fowlerville Community Schools agrees to accept responsibility for the incurred cost.
- b. A school vehicle may be provided for the employee's use to report to and from the testing site. Should the employee choose to operate his/her personal vehicle, he/she shall be reimbursed at the current IRS mileage rate equivalent.
- c. If an employee is not available for performance of alcohol and controlled substances random selection, the employee will be required to

submit to test performance upon the day of return to work. This is to protect the randomness of the selection process and to protect the integrity of the testing procedure.

- d. The employer recognizes that alcoholism and controlled substance abuse are illnesses, and shall be treated as such, pursuant to the terms and conditions of the collective bargaining agreement.
5. Consequences for drivers engaged in alcohol misuse or use of controlled substances.
 - a. The Employer agrees that any bargaining unit member with an alcohol or drug abuse problem who voluntarily initiates diagnosis or treatment will not jeopardize his/her job rights or job security and that such problems will be handled in a confidential manner.
 - b. The substance abuse treatment center's determination that a bargaining unit member is not successfully participating in a program of rehabilitation shall result in the termination of the bargaining unit member.
 - c. Progressive Discipline

Specific penalties for violations of testing are covered in board policy GAOC.

 1. The Employer agrees that any adverse employment action taken against a member

as a result of a positive drug or alcohol test is a violation of the standards of conduct, is subject to the standards of progress discipline and reasonable and just cause as set forth in this Agreement; and the decision to impose any discipline under this section shall be subject to the grievance and arbitration procedures established in this Agreement.

d. Any driver who is subject to testing under the Act but, who through no fault of the driver, is unable to be tested in the applicable time period and is subject to the twenty-four (24) hour waiting period, shall be paid for such time at his/her regular rate.

e. Seniority:

1. Seniority will not be accrued during the time spent in a rehabilitation program.
2. Master contract guidelines will dictate the assignment process of a new seniority date should the new seniority date conflict with another employee's seniority date.

6. Union Representation and Notice

a. The parties mutually recognize and agree that drug and alcohol testing are investigatory proceedings which the employee is entitled to union representation. In order to assure

affected employees of adequate representation, the Employer and the Union mutually agree to the following procedures:

1. The union shall be provided with simultaneous notice of any bargaining unit members who are selected for random, reasonable suspicion, post-accident and return to duty or follow-up testing as required by the Act.
2. Upon notice by the Employer or request by the affected employee(s), the union shall have the right to send a representative to the testing site. Where practicable, such representative shall be one of the individuals trained pursuant to Section C.3. of this Article.
3. In the event that the medical review officer (MRO) initiates procedures to contact a driver as a result of a positive drug test, the MRO shall also immediately contact the union representative designated by the union for such purpose. The union will be responsible for providing the name, current address, and telephone number of the designated union official. Any interview between the MRO and the affected driver, whether in person or by telephone,

shall be conducted with the union representative present.

- b. All time spent by union representative attending the investigatory meetings/conferences conducted by the MRO shall be considered working time and paid in accordance with the driver's full time field trip rate.
- c. The Union shall receive copies of all Employer reports to the Department of Transportation concerning drug testing.

ARTICLE IX

TRANSPORTATION COMPENSATION

- A. Employees shall be paid an hourly rate as specified in the Transportation Salary Schedule A.
Transportation duty time shall be for the normal amount of time needed to drive the route and perform other attendant duties under ordinary and usual road conditions, including weather and other relevant circumstances.
- B. Prep time is additional work time allowed regular bus drivers which is intended to be used for work related responsibilities that include such duties as bus warm-up, bus refueling, completing forms, meetings with supervisors, etc. Prep time takes place at the beginning of the work time responsibilities of each run.

- C. Additional Time: To receive payment for hours worked beyond the allocated time, the driver must submit a time report which specifies the reason(s). Reports for additional time must be submitted to the transportation supervisor within twenty-four (24) hours of the occurrence. Additional time will be verified or denied within two (2) work days by the supervisor. Additional time driving is paid on the driver's regular hourly rate. Additional time for meetings is paid under the heading "all other work" on the salary schedule page A.
- D. Drivers shall be guaranteed their daily rate of pay for one hundred eighty (180) school days per year, but may be required to attend in-service programs or perform other assignments scheduled by the employer to fulfill their obligations. This guarantee of 180 school days shall not apply to Enterprise High School runs, Head Start runs, which will be paid on the basis of actual runs driven per the driver's schedule. Drivers shall be paid on the basis of nineteen (19) or twenty-four (24) pays per year.
- E. The rate of pay will be computed in the following manner: the hourly rate is multiplied by the number of hours worked in a given day. This number is then multiplied by the number of remaining work days starting with the beginning of the third pay period and divided by the number of remaining pay periods. (19 or 24)

F. During the first two (2) pay periods, drivers will be paid actual hours for runs/routes as assigned. In the event regular runs/routes which are normally scheduled are either not scheduled for a few days or are cancelled during the first two (2) pay periods, they will be paid as if actually driven, provided the driver is not absent without pay. Beginning with the third payroll of the year, a standard time, based on actual time of normally scheduled runs during the first two (2) payrolls, will be established for each route; and that time will be paid at the hourly rate for normally scheduled runs driven per pay period for the balance of the year. Changes in standard time for routes must be approved by the transportation supervisor, and will then be paid from that time forward.

Drivers must elect prior to the first pay day whether they want their pay spread over the remaining nineteen (19) or twenty-four (24) pay days. Bus drivers shall receive a copy of any time sheets required by the payroll office.

G. In the event a driver receives unemployment compensation for days when school is closed, the drivers compensation per hour per year will be adjusted such that the total of unemployment and annual compensation shall be equal to the compensation per hour per year had the driver not received unemployment compensation.

- H. All bus drivers shall be guaranteed a minimum payment not less than one and one-half (1 1/2) work hours per day which includes required prep time.
- I. Drivers shall be paid their regular hourly rate for time worked as a substitute on those runs/routes which are in addition to their regularly scheduled runs.
- J. When an employee is scheduled to drive the vocational education or consortium route to another school district and the other district is not in session, the driver shall be available to drive in Fowlerville Schools as a substitute without additional pay as long as the compensation does not have a negative salary cost to the driver.
- K. MEAL RATE
 Employees will be reimbursed for meals on a trip, upon presentation of a paid receipt as follows:

	<u>1999-2000</u>
BREAKFAST	
(between 6:00 a.m. & 8:00 a.m.)	\$5.00
LUNCH	
(between 11:00 a.m. & 1:00 p.m.)	\$6.00
DINNER	
(between 5:00 p.m. & 7:00 p.m.)	\$7.00

ARTICLE X
FOOD SERVICE
BID POSTINGS

- A. Posting: All vacancies shall be posted for five (5) work days in each building within the district. Each posting shall contain the position to be filled, hours per day, rate of pay, job description as agreed to.
1. When filling the position of manager, the applicants shall be from within the bargaining unit. Final selection will be based upon experience, competency, qualifications, length of service in the district, staffing needs, and other relevant factors. There will be a thirty (30) day trial period for the newly appointed manager. See Section C. Trial Period. The Food Service Director may fill the position from outside the bargaining unit if trial period Section C was utilized.
 2. When filling the position of assistant manager, the employer shall select one (1) of the three (3) most senior applicants.
 3. In all other positions seniority shall prevail.
- B. Bumping: Any position which is altered by seven percent (7%) of the total daily hours shall be available for re-bidding to all employees. This may include some bumping within the district between

buildings in order to retain the highest seniored employee's hours per day.

- C. Trial Period: Employees who are granted a transfer shall serve a thirty (30) day trial period in the new position. In the event the employee is found to be unsatisfactory or the employee elects not to accept the new position, the employee shall be returned to his/her former position. If there is no former position to revert back to, the employee may bump according to his/her seniority.

ARTICLE XI

FOOD SERVICE

SUBSTITUTING & ROSTERS

- A. Seniority shall become effective after completion of the probationary period and shall date from the first day of work as a regular employee. A new employee shall be regarded as probationary for the first sixty (60) actual days of work of his/her employment as a regular employee.
- B. ROSTERS:
- There shall be three (3) rosters posted for five (5) working days at the beginning of each year. The rosters shall be labeled #1 - Daily, #2 - Banquets/Catering/Special Functions, and #3 - Delivery Truck Driver. The Food Service Director shall maintain and post the rosters on the high school kitchen bulletin for the employees to view. Those employees

desiring additional hours shall sign the desired roster during the five (5) day posting period. Employees may sign all three (3) or any combination of rosters.

- C. Substitutes will be called from within the bargaining unit by building, by seniority. The Director will first offer any additional time to the most senior employee who works less than six (6) hours. Shifts will not be split for one (1) hour or less, unless they occur at the beginning or end of the day.
- D. After building employees have accepted or rejected the added time, any remaining time may be filled from outside the bargaining unit or from within the bargaining unit at another building. Whenever possible, substitutes should receive the fewest hours available.
- E. No more than three (3) people (unit and/or non-unit members) will be assigned to replace one (1) employee's absence.
- F. If a food service employee is trying a new recipe and needs extra time for one day only, the regular employee shall be allowed to expand his/her day by the extra time needed subject to supervisor pre-approval.
- G. Food service employees shall be offered the opportunity to work scheduled half days, or other pre-approved time. These hours will equal at least their regularly scheduled hours times three (3) for the purpose of cleaning equipment, kitchens, or employee

or district in-service with pay.

- H. Banquets and Catering Special Functions: Food service employees shall be asked to work banquets or catering/functions from the designated roster, on a rotating basis. The district reserves the right to assign starting with the lowest seniority employee(s) in the event a sufficient number of employees are not available from the roster and when special skills are needed.
- I. Temporary Hours: "Temporary" time added to a current employee's regularly scheduled hours or a "temporary" new position, shall not exceed twenty (20) consecutive work days unless mutually agreed to by the bargaining unit and administration. After the twenty (20) consecutive work day period, if it is determined by management that the hours are to become permanent, then those hours or the new position shall be posted according to Article IX

ARTICLE XII

FOOD SERVICE

WORKING HOURS & CONDITIONS

- A. Workweek: For the purpose of this contract, the work week shall consist of five (5) consecutive days, Monday through Friday. Notification of any change in the employee's regularly scheduled work week shall be given to the employee by his/her immediate supervisor by Thursday of the week prior to any such change.

B. The hours for food service employees shall be set at the start of each school year. The following classifications shall work at least the identified hours;

Managers/Truck Driver	6.0 hours a day
Assistant Manager	4.0 hours a day

C. Each employee WHO WORKS TWO AND ONE-HALF (2 1/2) HOURS shall receive at least a paid ten (10) minute break. Those employees who work four (4) hours or more shall receive a FIFTEEN (15) minute break; employees shall take their break(s) along with an employer-provided hot lunch, at a time convenient to the building work schedule.

D. Should additional daily hours be needed, employees currently working by seniority in that building shall be offered the additional hours if it does not interfere with their currently scheduled work day.

E. The following food service employees shall be maintained for at least six (6) hours per day as long as they remain in their current positions:

Linda Howden (Delivery), Sandy Risdon (HS Cook).

F. Each employee shall notify the supervisor or designee when he she will be absent from work, not later than one (1) hour before the employee's regularly scheduled work time, except in emergency situations.

G. It shall be mandatory for all Food Service employees to wear employer approved uniforms (shirts & aprons) each day. Employees must observe all health codes related to clothing when reporting to work including, but not

limited to, hair properly restrained, clean clothing, fingernails clean and trimmed (no polish).

Upon successful completion of the probationary period, each new employee shall be provided, at no cost to the employee, three (3) complete uniforms. Uniforms which are damaged to the extent that they are unsuitable to wear will be replaced by the employer (unless damage was done by the employee's willful neglect, in which case replacement will be at the employee's expense): Each successive year, the employee shall be reimbursed up to seventy-five dollars (\$75.00) for the purchase of new uniforms or closed toe, rubber soled shoes appropriate for work. This amount shall increase five dollars (\$5.00) per each contract year. Receipts for said purchase(s) must be dated within the same school year that the reimbursement is being sought. Employees who terminate their employment with the district must return their uniforms, or agree to having the cost of their uniforms deducted from their final pay. The delivery driver may elect to wear clothing provided by the district suitable for outdoor use.

- H. The employer shall provide two (2) weeks notice for mandatory inservice or attendance at district scheduled meetings.
- I. There will be an assistant manager or manager in each kitchen who shall receive at least the highest scheduled hours worked in that building.

- J. The delivery truck driver shall possess a valid State of Michigan drivers license and maintain less than seven (7) points on his/her driving record.
- K. Food prepared for specialty days outside the school district shall not result in any employee receiving fewer hours per day. (I.E. Dominoes, Subway, etc.)

ARTICLE XIII

HOLIDAYS

TRANSPORTATION: The following days will be paid by the employer at the employee's regular scheduled work hours, even though no work is performed by the employee:

1. Wednesday before Thanksgiving

FOOD SERVICE: The following days will be paid by the employer at the employee's regular scheduled work hours, even though no work is performed by the employee:

1. Labor Day
2. Wednesday before Thanksgiving
3. Thanksgiving Day
4. Christmas Day
5. New Years Day
6. Good Friday
7. Memorial Day

ARTICLE XIV

EMPLOYEE INSURANCE

FRINGE BENEFITS

HOSPITALIZATION:

- A. The employer shall pay the following cost of fringe benefit for twelve (12) months for the bargaining unit member and his/her dependents as follows;

Group A

Employees whose regular scheduled work day is six (6) or more hours a day, or thirty (30) hours a week, shall receive fully district paid;

1. MESSA Super Care I hospitalization insurance.
2. Delta Dental Program, 75-75-50 with a \$1000/\$800 maximum, Class 3.
3. \$5,000 negotiated term life insurance policy which provides accidental death benefits.
4. MESSA VSP II Vision.
5. Disability insurance policy MESSA package.

Group B

Employees whose regularly scheduled work day is four (4) or more hours a day will receive district paid.

1. 50% MESSA Super Care I hospitalization insurance.
2. \$5,000 negotiated term life insurance policy which provides accidental death benefits.
3. Disability insurance policy package.

Group C

Employees whose regularly scheduled work day is less than four (4) hours a day will receive district paid;

1. \$5,000 negotiated term life insurance policy which provides accidental death benefits.

B. Where more than one (1) member of the same family, i.e. husband and wife, are employed by the Board and are eligible employees for the specified insurance coverage, only one (1) of said employees shall be

eligible for health insurance coverage. In the event an employee's spouse is employed by someone other than the board and his or her employer provides equivalent health insurance coverage, the Board shall be relieved of any liability for the purchase of health insurance for said employee. Not later than the third Monday of September each year every employee shall certify, in writing, that his/her spouse does not have equivalent insurance coverage at his or her place of employment.

C. LTD Coverage; The Board shall provide non-duty related sickness and accident coverage which shall commence once the employee has served a sixty (60) work day waiting period. This benefit shall provide the bargaining unit member sixty-six and two-thirds ($66\frac{2}{3}$) per cent of her/his salary, including social security benefits for the duration of the disability or to age sixty-five (65) whichever occurs first. All provisions of the insurance contract in effect on the date of ratification shall be controlling in determining employee eligibility for disability benefits. Disability of any employee occasioned by work-related injury shall be exclusively covered by worker's compensation.

D. When an employee has exhausted all accumulated sick leave days and sickness and accident benefits, he/she shall be eligible for a medical leave of absence without pay of not to exceed twelve (12) months,

provided he/she submits medical proof of inability to perform normal duties. During the said twelve (12) month period, the Board may request medical recertification of inability to perform normal duties. Such leave may be renewable annually upon the request of the employee.

- E. Employees whose fringe benefits require an employee contribution shall sign and authorize a payroll deduction form for his/her share of benefits costs before coverage can begin. Additionally, those employees who owe for the months of July/August shall arrange with the employer a schedule of payments for July/August premiums.
- F. It is the intent of both parties that during the life of this agreement any employee who had health insurance paid by the employer shall continue to have this paid benefit. The employee must continue to drive the maximum allowable runs/hours available.

ARTICLE XV

PAID LEAVES

- A. SICK LEAVE:
 - 1. Transportation and Food Service: Sick leave will be granted monthly at a rate of ten (10) days each year. Sick leave shall be accumulated up to one hundred (150) days.
 - 2. Sick Leave shall be granted for the following purposes:

- a. Personal illness of such nature to render the member unfit for service, or for reason of medical, optical or dental injury or for purposes of treatment and/or examination.
 - b. Quarantine of member.
 - c. Illness of an immediate family member; limited to parents, siblings, spouse, guardian, child or ward.
 - d. Illness or disability due to pregnancy.
3. Allowance for sick leave for staff members employed less than one (1) year will be prorated on the basis of time served.
 4. The employer may require an employee to provide medical verification when the employer has a reasonable basis to question the fitness of the employee's ability to work or the employee is suspected of abusing sick leave. The verification will be at district expense to the extent not covered by insurance and the employee was not otherwise going to the doctor.
 5. Paid sick leave time for transportation employees will be computed and charged on a per run basis. Food service employee sick leave time will be in half or full day increments. Transportation employees who are docked for unpaid work time will be computed and charged on an hourly basis.
 6. If an employee calls in sick the night before a day

when school is cancelled due to an act of God, a day shall not be deducted from the employee's sick leave accumulation.

7. A driver may use any of the leave provisions of this agreement in one-run/route segments (not applicable to food service).

B. PERSONAL BUSINESS:

Personal business is an activity of a nature that requires the employee's presence during the school day and cannot be attended to at another time or day. Requests for personal business leave shall, when possible, be requested in writing five (5) school days in advance. These days are not to be used for vacation. An employee who is planning to use a personal business leave day on the day prior to a regularly scheduled holiday or on the day immediately following a regularly scheduled holiday must have prior written approval from their immediate supervisor. Unused personal business days will be accumulated as sick days at the end of each school year. The employer shall approve/disapprove within forty-eight (48) hours of request.

1. All Employees: Two (2) personal business days shall be granted a year unrestricted.
2. Emergency situations shall be handled by the superintendent, on a case by case basis.

- C. Bereavement Leaves: Up to five (5) days of absence with pay will be granted to employees for the death of an employees spouse, siblings, parents, guardians,

child or ward.

Up to a maximum of two (2) days per year may be used for the death of an employee's grandparents, grandchild, mother or father-in-law, brother or sister-in-law, niece or nephew.

One (1) of the five (5) days may be set apart to deal with matters related to the death which cannot be dealt with at another time.

- D. Emergency situations may be handled at the discretion of the administration.

ARTICLE XVI

UNPAID LEAVES

A. MATERNITY, CHILD CARE, GENERAL LEAVE

Pursuant to the Family and Medical Leave Act (FMLA) of 1993, an employee who has been employed at least twelve (12) months and has worked at least twelve hundred fifty (1,250) hours during the prior twelve (12) month period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay but with group health insurance coverage maintained for one (1) or more of the following reasons;

1. Due to the birth of the employee's child in order to care for the child.
2. Due to the placement of a child with the employee for adoption or foster care.
3. Due to the need to care for the employee's spouse, child, or parent who has a serious health

condition.

4. Due to a serious health condition that renders the employee incapable of performing the functions of her/his job.

a. "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care facility or continuing treatment by a health care provider.

Any leave taken under this contract for the above purposes shall be charged against the employees leave entitlement under the FMLA at the election of either the Board or the employee. Other conditions of the FMLA shall apply to leaves in this section.

This shall not preclude the employee from using any benefits provided which are greater than the FMLA. Any health condition not covered above shall be discussed between the employer and the employee in order to permit the employee to be away from their job.

B. Maternity Leave: Maternity leaves will be granted upon written request for a period of up to one (1) calendar year. Said leave may be charged to the employee's sick leave for the period of physical illness or disability due to the pregnancy during the leave.

In the event the employee fails to indicate readiness

to return to work upon the expiration of said leave, she shall be terminated and forfeit any further rights she may have under this agreement or individual employment contract. Leaves of absence shall commence at such time as the employee is unable to continue on active duty due to her pregnancy, unless the employee requests an earlier leave commencement time which is approved by the Board.

Employees requesting maternity leave may use accumulated sick leave for the period of disability during such leave.

- C. Board Leave: Upon Board approval, leave of absence without pay for sickness or injury to an employee or immediate family (spouse or child) shall be granted for a maximum period of twelve (12) months without any loss of seniority. The Board shall be provided a medical certificate for such leave, from the employee's physician prior to granting said leave of absence. Upon return from leave employee shall be granted all his/her rights afforded in this contract in regards to bidding and seniority.
- D. Worker's Compensation Leave: Upon return from a Worker's Compensation claim, the employee shall retain and accrue seniority and return to his/her former position, if available. If the former position is not available, the employee shall bump the lowest seniored employee in his/her classification in order to be

assigned a position or assignment.

ARTICLE XVII

MISCELLANEOUS

- A. Act of God Days: Whenever an act of God day or days are declared by the employer, the employee shall be notified by their supervisor or designee not to report to work. Food service employees are limited to choosing to elect to use (A) one (1) paid sick leave day a year, or (B) elect to receive no pay for that cancelled day. Transportation employees shall be in a paid status with any required Act of God make up days being without additional pay.
- B. An employee called for jury duty or called by the Board to give testimony as a witness, not as a defendant, before any judicial or administrative tribunal or in an arbitration, negotiation, mediation or fact finding proceeding, shall be compensated for the difference between the employee's regular rate and the pay received for the performance of such obligation if necessary to be absent from the performance of the regular job for which the employee is contracted. The employee must notify their supervisor immediately upon notification of such duty to allow replacement or cancellation of such duty.
- C. Termination: Upon resignation in good standing or upon retirement in accordance with the Michigan Public School Retirement Act, or in the event of the death of

the employee, any employee with ten (10) calendar years of service or more may redeem up to fifty (50) calendar days of accumulated sick leave at the rate of twenty dollars \$20.00 per day. In the event of death, the estate will be paid the money.

- D. For those employees who properly execute and personally deliver to the business office payroll deduction cards, the Board agrees to deduct the specified sum and remit same to the Livingston/Oakland Federal Credit Union, approved annuities and any other plans or programs jointly approved by the Union and the Board.
- E. Whenever an employee is required to use his/her personal vehicle for school business, he/she shall be paid the current IRS rate for all mileage incurred. In addition, the district shall reimburse any deductible charged by the employee's personal automobile insurance company, as long as he/she is not cited for a traffic violation as the result of an accident which occurs while using her/his vehicle for job-related activities. This is not intended to apply to travel going to or from conferences, meetings, or in-service activities.
- F. The manner in which Retirement Time is computed to determine a credit year is six (6) hours per day times one hundred seventy (170) days equals one credit year. When working less than six (6) hours, the time worked for the year is totaled and divided by one hundred seventy (170) days. This amount equals a prorated work

year. The determination is completed by the office personnel of the State Retirement Board. The Board shall give a copy of the quarterly retirement report to each employee at the time it is submitted to the retirement board.

- G. The Board and drivers shall work cooperatively to maintain safe and secure conditions while students are on the bus.
- H. The term "employee" shall be interchangeable between groups. If a specific reference is made to one (1) classification of employees, it would apply only to that group so identified.
- I. Workshops/Inservice: (1999-2000 school year) The employees shall attend a 1/2 day workshop without additional pay of the employers choosing. The employer shall notify each employee fifteen (15) workdays prior to the scheduling of such day. The training day will not exceed two and one-half (2 1/2) hours. Any employee not in attendance shall have their pay decreased for one-half (1/2) of their scheduled workday.

ARTICLE XVIII

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of this agreement or written board policies affecting working conditions of the member.

Should a member/Association feel that there has been a violation, he/she will take the following steps:

Step 1: The member/Association, with or without a designated representative, shall discuss the grievance with the supervisor informally within five (5) work days of the alleged violation and, if not resolved, shall file a written grievance with the supervisor within fifteen (15) work days of the alleged violation and discuss the written grievance with the supervisor within five (5) work days after the grievance is filed. If no satisfactory conclusion is reached within five (5) work days following the discussion of the written grievance with the supervisor, the member/Association shall submit the written grievance within five (5) work days of the discussion with the supervisor to Step 2. A grievance which is not within the scope of a supervisor's authority may be filed initially at step 2. The written grievance, as required herein, shall contain:

- a. it shall be signed by the grievance(s)/Association.
- b. it shall be specific;
- c. it shall contain a synopsis of the facts giving rise to the alleged violation;
- d. it shall cite the section or subsections of this contract or written Board policy alleged to have been violated;

- e. it shall contain the date of the alleged violation;
- f. it shall specify the relief requested;
- g. it shall indicate approval or disapproval by the Association.

Step 2: The superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative within ten (10) work days after receipt of the grievance to discuss the grievance. Within ten (10) work days of the discussion, the superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Association Representative, supervisor in which the grievance arose, and place a copy of same in a permanent file in his/her office.

If the decision of the superintendent is unsatisfactory to the Association, the Association may appeal same to the Board of Education by filing a written grievance, along with the decision of the superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's meeting, within ten (10) work days of receipt of the superintendent's decision.

Step 3: Upon proper application as specified in Step 2, the Board shall allow the grievant and/or his/her Association representative an opportunity to be heard at a meeting of the Board within twenty (20) work days

of notification of appeal to this step. The Board shall render its decision, in writing, within fifteen (15) work days of the meeting. A copy of the written decision of the Board shall be forwarded to the superintendent for permanent filing, the supervisor for the in which the grievance arose, the grievant, and the representative of the Association.

Step 4: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration provided the submission is made in writing to the American Association of Arbitrators within ten (10) work days after receipt of the Board's answer. If the grievance is timely submitted to arbitration, an arbitrator shall be selected in the following manner:

- a. The parties shall meet within ten (10) working days of the submission to arbitration for the purpose of selecting a mutually agreeable arbitrator. If the parties cannot agree within five (5) work days, then:
- b. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The filing party shall pay any and all filing fees. The party against which a decision is rendered shall pay the entire cost of the .

arbitrator. In the event there is no clear loser, the party requesting arbitration shall pay the entire cost.

c. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no authority to change, alter, modify or add to the terms and provisions of this agreement. Both parties agree to be bound by the award of the arbitrator to the extent the award was within the scope of his/her authority.

B. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level.

C. The Grievant/Association will have the right to withdraw a grievance at any level without prejudice to the Association or other members.

D. A grievance may not be processed past Step 3 without the approval and endorsement of the Association.

E. The time limits provided in this article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as

- soon thereafter as possible.
- F. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
 - G. The Association will have on file, in the office of the superintendent, the names of the Association representative in each building.
 - H. Nothing contained herein shall be construed to prevent any individual member from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided the Association has been given opportunity to be present at such adjustment.
 - I. Where no wage loss has been caused by the action of the Board, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. The arbitrator shall have no power to issue an award resulting in financial liability to the Board for more than a total of sixty (60) calendar days prior to the filing of any grievance under any circumstances.
 - J. The Board shall release with pay for all regularly scheduled hours, all members necessary for the arbitration hearing.

ARTICLE XIX

REDUCTION AND RECALL

In the event employees are to be laid off, the following shall be applied:

- A. The Association President shall be notified of all layoff/recall action in writing.
- B. Probationary employees will be laid off before any employee who has accrued seniority. A probationary employee will be recalled only after all seniority employees have been recalled.
- C. Seniority shall become effective after completion of the probationary period and shall date from the first day of work as a regular employee.
- D. Seniority shall prevail in the lay off and rehiring of employees.
- E. In reducing the work force, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired.
- F. All employees shall receive twenty-one (21) calendar days notice of lay off.
- G. In the event of a layoff, the employee so laid off shall be given fourteen (14) calendar days notice of recall to work, by registered mail to his/her last known address.

In the event the employee fails to make himself/herself available for work at the end of said fourteen (14) calendar days, he/she shall be deemed terminated.

- H. It is understood that an employee must be able to perform the work available to qualify him/her for recall.
- I. The employer agrees to post a list of the employees in the bargaining unit arranged in order of their seniority.
- J. In the event employees are laid off, the employer shall not contract nor sub-contract nor use volunteers to perform any work, in whole or in part, that is bargaining unit work, which a laid-off bargaining unit member is qualified to perform.
- K. An employee returning from leave/layoff shall have all of his/her previous accumulated leave/seniority restored.

ARTICLE XX

STRIKE PROHIBITION

The Union recognizes that strikes, by public employees, are contrary to the law and public policy. The Board and Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Union agrees that during the term of this agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board.

ARTICLE XXI

DURATION

This Agreement shall become effective on July 1, 1999, and remain in full force and effect through June 30, 2000.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

MICHIGAN EDUCATION ASSOCIATION

FOWLerville SUPPORT STAFF ASSOCIATION

MEA/NEA

BOARD OF EDUCATION

FOWLerville COMMUNITY

SCHOOLS

Transportation Rep. Date

Food Service Rep. Date

Chief Negotiator Date

Chief Negotiator Date

District Rep. Date

District Rep. Date

TRANSPORTATION
SALARY SCHEDULE A
1999-2000

<u>Classification</u>	<u>Years of Service</u>	<u>Rate of Pay/Hour</u>
Regular Route/Run	1	\$12.64
	2	\$13.05
	3	\$13.28
	4	\$13.61
	5	\$14.63
Field Trip Route/Run		\$10.44
Route Review Meeting		\$6.59
Bid Meeting		\$6.59
Training Classes		\$10.44
Student Safety Classes		\$10.44
Driver Trainer Teacher		\$12.28
All Other Work		\$10.44

FOOD SERVICE
SALARY SCHEDULE B
1999-2000

<u>Classification</u>	<u>Years of Service</u>	<u>Rate of Pay/Hour</u>
Cooks	1	\$9.00
	2	\$9.50
	3	\$11.18
	4	\$11.54
	5	\$11.90
Delivery Driver	1	\$11.45
	2	\$11.82
	3	\$12.18
Assistant Manager	1	\$11.41
	2	\$11.77
	3	\$12.10
Manager	1	\$11.72
	2	\$12.10
	3	\$12.47
Banquet		\$10.50 (1999-2000) Fixed

ASFSA CERTIFIED: The District agrees to pay employees who are ASFSA certified (or other programs approved by the employer) the following increase in hourly wages upon proof of completion of classes, proof of certification and annual proof of membership to the supervisor. State and National dues are paid by the District.

<u>All Classification</u>	<u>1999-2000</u>
Level I	.25
Level II	.35
Level III	.45

SCHOOL BREAKFAST PROGRAM

The operation of the Breakfast Program on half days of school shall first be offered to the building food and nutrition manager. If the manager is unavailable, the hours will then be offered to building staff by seniority. If all building staff members refuse, management will assign the hours to the building's staff member with lowest seniority.

TRANSPORTATION/FOOD SERVICE
APPENDIX A
1999-2000
LONGEVITY

<u>Years of Service</u>	<u>Annual Longevity Pay</u>
11-15 Years	\$600.00
16-20 Years	\$750.00
21-25 Years	\$900.00
26+ Years	\$1,000.00

Longevity payments shall be included in the first or second paycheck in June.

TRANSPORTATION/FOOD SERVICE
FLAT FEE INCENTIVE PROGRAM

General Guidelines

1. This Flat Fee Incentive Program (FFIP) is limited to Fowlerville Education Association members who are employed by Fowlerville Community Schools and who meet the eligibility requirement set forth below.
2. To be eligible for the FFIP an employee must:
 - A. Be an employee with at least five (5) years of service in this school district.
 - B. Be actively employed by the Fowlerville Community Schools in good standing and cannot be on layoff or on a leave of absence.
3. The employee must submit his/her written notification of intention to resign at the end of the current year, and a fully executed Waiver and Release of Claim, a copy of which is attached, to the Superintendent's office by 4:00 p.m., sixty (60) days prior to the effective date of the resignation.
4. The School Board shall not take action to accept the resignation until the next regular school board meeting. Employees who apply for the FFIP may withdraw their resignation by providing a written notice to the superintendent's office, at any time prior to formal board approval. If the employee does

not withdraw his/her resignation by the date of board action such resignation shall become irrevocable.

5. In consideration of the Employee's resignation, the Fowlerville Community Schools' Board shall provide the following:

Twelve (12) equal monthly payments of the total due will be made on or about the first day of each month beginning on September 1st, of the year the employee resigns thereafter until paid in full. The payments are in addition to any other benefits provided under the collective bargaining agreement between the Fowlerville Community Schools and the Michigan Education Association/Fowlerville Support Staff Association, MEA/NEA Transportation and Food Service.

6. It is expressly understood that the payments are subject to applicable state and federal withholding taxes. Therefore, it is strongly recommended that the employee consult with an attorney or other tax advisor to determine the tax consequences. It is further understood that the Fowlerville Community Schools and the Fowlerville Support Staff Association makes no representations as to the tax consequences or liabilities that may occur as a result of an employee selecting the flat fee incentive program.

FLAT FEE INCENTIVE SCHEDULE

Transportation employees will receive credit for each year of service according to the following schedule:

\$372.00 for every year employed with the transportation department in Fowlerville.

\$248.00 for every year employed with a transportation department in another school district.

Total incentive payment shall not exceed \$5,400.00.

Food Service employees will receive credit for each year of service according to the following schedule:

\$272.00 for every year employed with the food service department in Fowlerville.

\$181.00 for every year employed with a food service department in another school district.

Total Incentive payment shall not exceed \$3,600.00