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6/30/2002



# KENOWA HILLS PUBLIC SCHOOLS

## MASTER AGREEMENT

between

### THE KENOWA HILLS BOARD OF EDUCATION

and

### THE KENOWA HILLS TRANSPORTATION ASSOCIATION

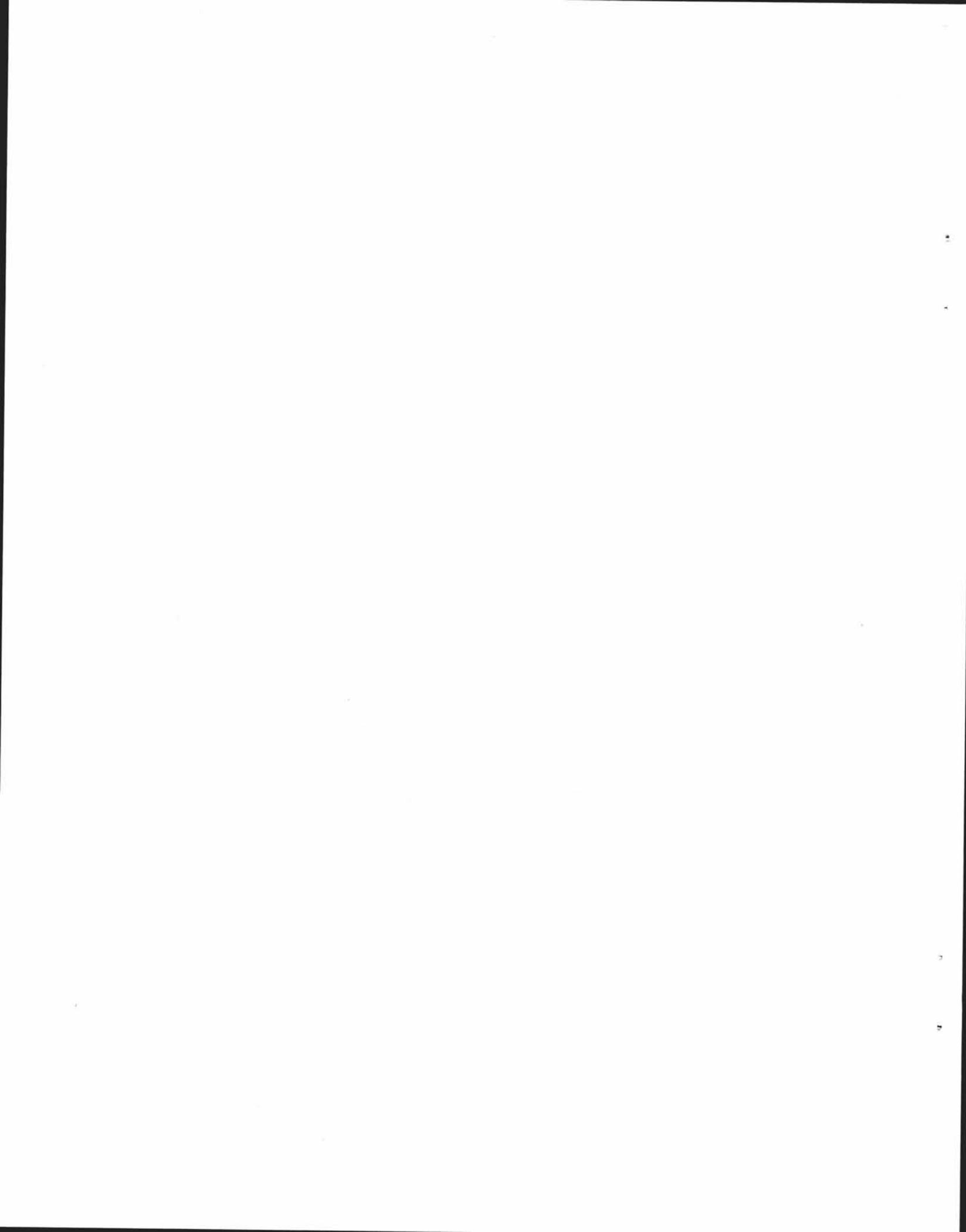
**JULY 1, 1999 - JUNE 30, 2002**

*Kenowa Hills Public Schools*

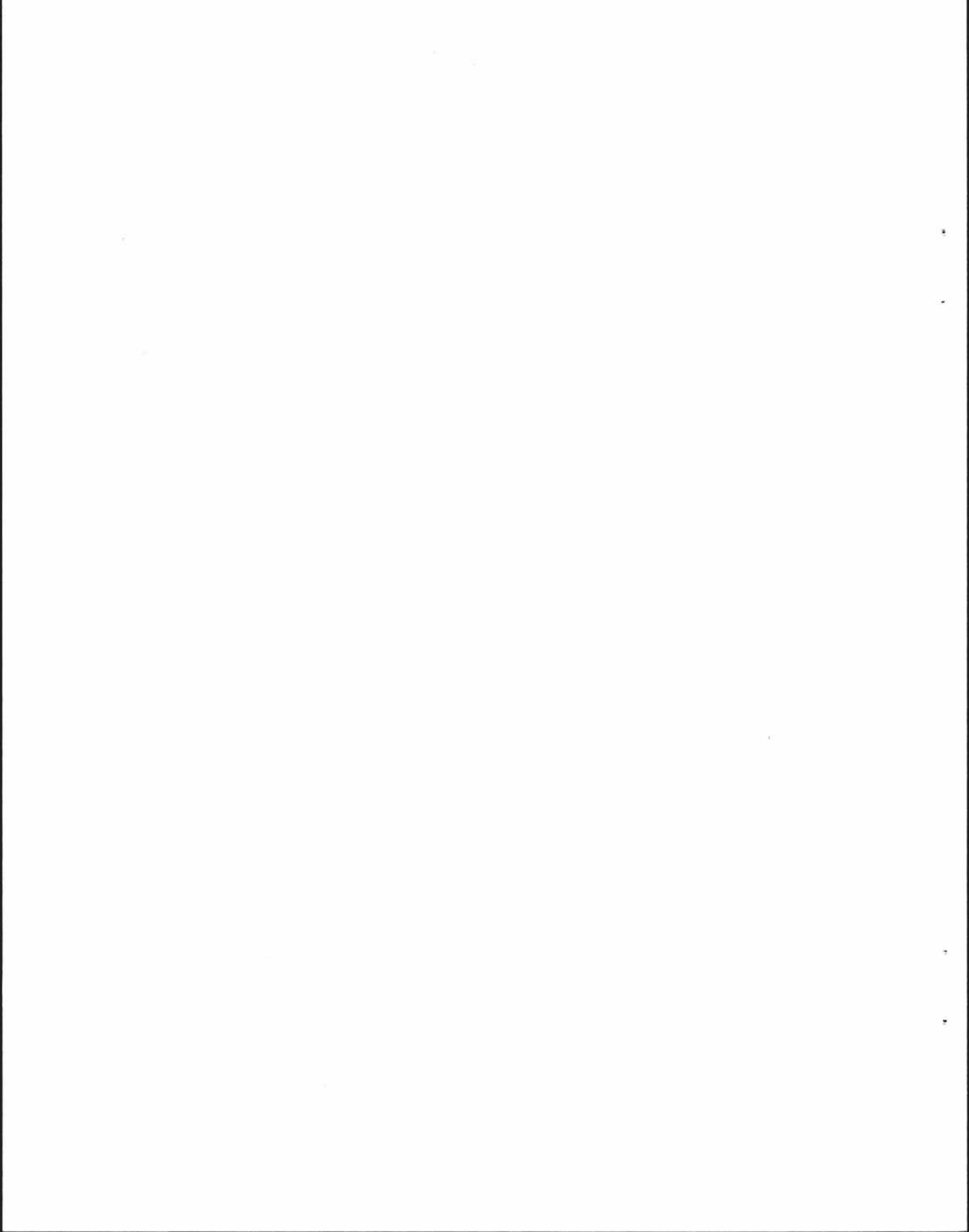


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**ARTICLE I**  
**PREAMBLE**

Whereas the parties (Board and Association) recognize and declare that quality, service, sanitation, and safety are necessary to provide a quality education for the children of the school district of the Kenowa Hills Public Schools.

Whereas it is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the Board and its employees, establish rates of pay, hours of work, and terms and conditions of employment of the Board employees as described herein.

Whereas the parties recognize the underlying purpose of the Board and the employees is to contribute materially to a quality program of education for the students of the Kenowa Hills Public Schools.

**ARTICLE II**  
**RECOGNITION**

**SECTION 1**      **INCLUDED IN UNIT**

The Employer recognizes the Kenowa Hills Transportation Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment as defined in Section II of Act 379, Public Acts of 1965, for all regularly employed bus drivers assigned regular daily runs and employed by the Kenowa Hills School Board.

**SECTION 2**      **EXCLUDED FROM THE UNIT**

Excluded from the above bargaining unit are: Substitute Bus Drivers not assigned a regular daily bus route, Mechanics, Transportation Supervisor, Custodial Supervisor, Elementary, Intermediate, Middle School or High School Principals and their Assistants; Administrative Assistants, the Curriculum Director, the Superintendent, the Business Manager, the Community Services Director, Title I Teachers, Office and Clerical Personnel, Food Service, Maintenance and Custodial Personnel, Substitute Teachers, Teachers, Preschool Teachers, various Paraprofessionals, Adult Education Instructors and any other full or part-time employees of the School Board or of any other employer.

**SECTION 3**      **INDIVIDUAL GRIEVANCES**

Nothing contained herein shall be construed to prevent any individual transportation employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement.

**ARTICLE III**  
**BOARD RIGHTS**

**SECTION 1**

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitution of the State of Michigan and of the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

**SECTION 2**

The Board hereby retains and reserves unto itself, without limitation, all the 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, except as expressly limited by the terms of this Agreement. Such rights, duties, etc. shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending time, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge and rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
12. The employer retains the right to install and utilize bus surveillance cameras within the interior of school buses any time during the term of this agreement. The driver of the bus involved will be invited to the first viewing of the tape, if it is determined that a viewing is desired.

### SECTION 3

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline promotion and termination of employees; and the establishment and revision of Rules and Regulations governing and pertaining to work and conduct of its employees. The Board and Administrative Staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement unless mandated by law.

### SECTION 4

The Transportation Handbook and the items articulated in the handbook shall be considered as part of the management rights and may be unilaterally modified by the employer.

**ARTICLE IV**  
**EMPLOYEE AND ASSOCIATION RIGHTS**

**SECTION 1**     **RIGHT TO ORGANIZE**

The Board and the Association agree to abide by the Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto and to all the applicable laws and statutes pertaining to employee's rights and responsibilities. The Board further agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of their rights granted to them under the laws stated above.

**SECTION 2**     **MEETINGS**

The Association may, upon approval, hold meetings in school buildings.

**SECTION 3**     **ASSOCIATION BUSINESS**

Duly authorized representatives of the Association will be allowed to transact official business on school property provided they transact business during a time when they and members of the Association are not being paid.

**SECTION 4**     **FILES**

Employees shall, on request, have the right to review the contents of their own evaluation file. A representative of the Association may, at the employee's request, accompany the employee at the time of such review. An employee shall have the right to attach a rebuttal to any reprimand/evaluation in the employee's personnel file.

**SECTION 5**     **COMPLAINTS**

No employee shall be disciplined, suspended, terminated, demoted or reprimanded without reason. Recorded verbal reprimands shall be removed from the employee's file after three (3) years provided that there are no other reprimands in the file less than three (3) years old. It is the responsibility of the employee to notify the administration when the three year period has elapsed.

**SECTION 6**     **LAYOFFS**

A layoff occurs when an employee has been assigned a run or group of runs during the current school year and subsequently all such assigned runs are eliminated. When it becomes necessary to reduce the working force, the lowest seniored person shall be the first laid off, and when the force is again increased the persons are to be returned to work in reverse order in which they were laid off, as listed on the Master seniority list. Members to be laid off should be notified at least five (5) working days prior to effective layoff date, except in event of layoff due to an employee work stoppage. In the event of a concerted work stoppage by any other employee group in the school district, the employer shall only be required to convey a twenty four (24) hour notice of layoff. Notice for recall shall be given by certified mail. Members of the bargaining unit will retain recall rights as defined in this contract for 12 months after date of layoff. Employees shall accrue seniority for a maximum of 12 months during any layoff.

**SECTION 7**     **RECALL**

No new employee shall be hired for a position within the bargaining unit to perform the duties of a laid-off employee until all employees who have been laid-off from the classification involved have been recalled. An employee shall retain such recall rights for a period of one (1) year after layoff. The employee shall indicate the address and telephone number at which the employee may be reached for purposes of recall during that period. An employee shall return to work within seven (7) days after notice of recall is given, or lose such recall rights.

## SECTION 8 SENIORITY

Length of service for the purpose of this Agreement shall refer to continuous years of employment by the Kenowa Hills School District in a classification within the bargaining unit. A temporary student bus run is considered a temporary assignment under the terms of this agreement, and employees assigned a temporary (Migrant) student run shall not accrue seniority while driving a temporary student bus run.

## SECTION 9 RUN SELECTION, RUN SELECTION MEETINGS AND ASSIGNMENTS

1. During the term of this three (3) year contract employees shall only be able to bid on all runs at an annual run selection meeting held the second Thursday of August.
2. All Summer School or Special Education Runs will be selected on a seniority basis.
3. Elementary students that must be shuttled from one school to another will be the responsibility of all the drivers who have selected runs from that school building. The shuttle responsibility, whether compensated or uncompensated will be rotated amongst the drivers involved at the elementary school building.
4. It is understood that the employer has the right to make involuntary assignments/transfers if the situation merits in the judgment of the employer.

## SECTION 10 MID-YEAR VACANCIES AND RUN ELIMINATION

If a run becomes vacant after December 31st due to an employee severing their employment or the creation of a new run, the employer may fill the vacant position on a temporary basis. However, in the event that a special education run of five (5) hours or more is vacated prior to spring break, the employer agrees to hold a full run selection meeting. Further, those employees that work less than four (4) hours per day shall be eligible to bid on four (4) hour positions during the school year if such a vacancy occurs.

If a run is eliminated during the school year, the driver of that run will be allowed to become the first substitute driver called whenever a regular driver is not able to drive his/her run. The driver who had the run eliminated will not be able to bump any other driver, no matter what the seniority level. If the situation arises where a driver has his/her run eliminated and they become the first substitute, that driver will retain his/her seniority until the next run selection and will be paid at the negotiated pay schedule for the runs they substitute.

## **ARTICLE V LEAVE OF ABSENCE PROCEDURES**

### SECTION 1 GENERAL UNPAID LEAVES

An employee who has satisfactorily completed one (1) year of service may be granted leave of absence, without pay and for up to twelve (12) months, for the following reasons:

1. Medical leave of absence.
2. General leave of absence for reasons other than personal illness.

The determination as to whether or not an unpaid leave will be granted shall be made solely by the administration. Each case will be looked at individually and decided independently of any other request. In no case will an unpaid leave of absence extend beyond a twelve (12) month period from date of leave.

### SECTION 2 CONDITIONS FOR ALL UNPAID LEAVES

When a leave of absence is granted under the conditions specified in #1 above, such leave of absence shall:

1. Not entitle the employee to accrue seniority, Board paid fringe benefits, or the participation in any group insurance plans in the School Board's name. However, the employee's current seniority shall be frozen for the maximum duration of an unpaid leave as specified in section 1 of this Article.
2. Not entitle the employee to advancement on the pay schedule for the time away from actual employment.
3. Employees who return from a general or medical leave of absence must apply for the first posted vacant position available. The refusal of any employee returning from leave to apply for the first available vacancy shall result in the termination of the employee's contractual rights; and sever employment between the employer and the employee.
4. A physician's statement will be required prior to the return from a medical leave of absence. The board reserves the right to send the employee (at Board expense) to its' own doctor for a second opinion.
5. A leave of absence and all contractual rights will automatically terminate if the employee on an approved leave of absence files for unemployment with the Michigan Employment Security Commission.
6. An employee on a leave of absence will automatically forfeit all contractual rights if he/she takes employment with any other employer during the period of unpaid leave granted by the Kenowa Hills Board of Education.
7. An employee that takes a full year leave of absence (one work year starting in the fall) cannot assume their regular duties during the leave period, should they decide to cut their leave short. Also, an employee in such a position may not use their seniority to bump another employee or apply for any positions that become available during the year. Employees planning to take a full year leave must make their intentions known to the Transportation Supervisor no later than the fall run selection meeting during the year of the requested leave.

SECTION 3      PROCEDURES FOR HANDLING VACANCIES CREATED BY AN UNPAID LEAVE OF ABSENCE, UNPAID MEDICAL LEAVES AND RESIGNATIONS

1. Runs that become available as a result of a driver taking a medical or general leave of absence will be offered to substitute drivers. Upon returning from such a leave of absence the driver will be returned to his/her original position.
  - a. Vacancy Defined - A vacancy occurs when a driver states in writing that he/she will not return to his/her duties for the remainder of the school year.

SECTION 4      FAMILY AND MEDICAL LEAVE ACT

Leave provisions of this agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. All such leaves shall be cumulative with and not in addition to any other applicable leave provided in this agreement.

**ARTICLE VI**  
**NEGOTIATIONS PROCEDURES**

SECTION 1

This contract represents the agreement of both parties on all issues which were the subject of negotiations. During the term of this Agreement, neither party is required to renegotiate with respect to any matter either directly or indirectly related to this Agreement.

SECTION 2      ADMINISTRATION/ASSOCIATION MEETINGS

When problems arise relative to the administration of this Agreement, representatives of the Board and the Association's Bargaining Committee will meet at a mutually agreed time for the purpose of

reviewing the administration of the Contract and to resolve problems that may arise. These meetings are not intended to bypass the Grievance Procedure. Each party will submit to the other, on or before the Friday prior to the meeting, an agenda covering what they wish to discuss. If there are no items presented by either side, the meeting will not take place.

Should a meeting result in a mutually acceptable amendment of the Agreement, then the amendment will be subject to ratification by the Board and the Association. The Negotiation Committees are empowered to effect temporary accommodations to resolve special problems.

### SECTION 3 POWER TO NEGOTIATE/RATIFICATION

In any reviews described in this Article, neither party has any control over the selection of the negotiating or bargaining representatives of the other party; and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each have the necessary power and authority to make proposals, consider proposals and make tentative agreements. It is not the intent of this paragraph to provide for continuous negotiations.

### SECTION 4 RENEGOTIATION DATES

The parties agree to comply with the law.

### SECTION 5 MEDIATION

If the parties reach an impasse in the negotiations, either party may invoke mediation process with the State Labor Mediation Board in conformance with the State Law.

## **ARTICLE VII SENIORITY**

### SECTION 1 SENIORITY DEFINED/SENIORITY LIST

By June 1st of each year, the Board agrees to furnish a seniority list of employees covered by this contract. Said list to include starting dates and position of seniority. No driver can attain seniority status until he/she has been assigned at least one (1) regular daily run.

Prior to July 16, 1979, substitute bus driving may or may not have been used to establish seniority dates. However, from July 16, 1979 forward, substitute driving will not count towards seniority.

### SECTION 2 PROBATIONARY PERIOD

A beginning driver will be employed on a probationary status. The probationary period shall be one hundred eighty (180) calendar days taken from and including the first day of regular employment. If at any time prior to the conclusion of the one hundred eighty (180) calendar day probationary period the employee's work performance is of unacceptable quality, he/she may, upon the recommendation of the Transportation Supervisor, be subject to immediate dismissal.

Work in a substitute capacity does not count toward fulfillment of probationary requirements.

### SECTION 3 SENIORITY DATE

At the conclusion of a satisfactory period of probation, all matters pertaining to benefits and to seniority will revert to the employee's initial date of hire (including hire as a regular substitute for Kenowa Hills) and his/her name will be entered at the bottom of the seniority list. Grievances over the seniority list must be filed within five (5) working days of the change or entry.

#### SECTION 4 EXPERIENCE CREDIT

Any driver hired or rehired with past bus driving experience may, at the discretion of the Board, be credited for such experience for wage purposes, but it shall not be reflected on the Master Seniority list.

#### SECTION 5 LOSS OF SENIORITY

Drivers will terminate employment by written resignation or failing to report for work as scheduled unless excused. An employee will be considered terminated, and seniority lost, if the employee fails to report for work at the scheduled time for two (2) consecutive work days unless he/she has been excused by the Supervisor.

### **ARTICLE VIII GRIEVANCE PROCEDURE**

#### A. Definition

While the employer maintains an open door policy to discuss matters of concern with the Association, a grievance is defined as a complaint alleging a specific violation of an Article and Section of the collective bargaining agreement. When grievance and/or non grievance issues arise the Association may request a meeting with the employer to discuss the matter.

#### B. Purpose

The purpose of this grievance procedure is to secure at the lowest possible administrative level a resolution of grievances.

Nothing contained in this grievance procedure shall be construed as limiting the right of any employee to discuss any matter informally with any appropriate member of the administration and of having the grievance settled without intervention of the Association, provided the settlement is not in violation with the terms of this Agreement. Such settlement shall be submitted in writing to the Association within ten (10) working days of the settlement.

#### C. Procedure (See Appendix C)

Since it is important that grievances be processed as rapidly as possible, the time limits set forth in this grievance procedure are maximums. Such time limits may, however, be extended by mutual agreement, in writing, between the Association and the Business Manager or her/his designee. Grievances must be submitted within seven (7) working days after the events giving rise to the grievance have occurred. Grievances, except as otherwise provided in this Agreement, shall be processed as follows:

1. By conference between the aggrieved employee and her/his immediate supervisor. In order to be subject to the grievance procedure, matters raised at this level must be clearly identified by the employee as being raised under the grievance procedure. A grieving employee may elect to have a Association representative with her/him at the conference with the immediate supervisor.
2. If the grievance is not resolved at Step 1, the grievance must be placed in writing stating the facts giving rise to the grievance, stating the section or sections of this Agreement which have been violated, and must be signed by the aggrieved employee. The written grievance must be submitted directly to the immediate supervisor not later than five (5) working days after the events giving rise to the grievance have occurred. The immediate supervisor will meet with the grievant and an Association representative, if requested by the grievant, in an attempt to resolve the grievance and will respond in writing within five (5) working days.
3. If the grievance is not resolved at Step 2, the grievance may be forwarded to the Assistant Superintendent for Business not later than five (5) working days after receiving the immediate supervisor's response in Step 2. Grievances claiming violation of Association rights may be filed

at this Step by an Association representative. The Assistant Superintendent for Business or designee will meet with the grievant and, if requested by the grievant, an Association representative in an attempt to resolve the grievance and will respond in writing within five (5) working days.

4. If the grievance is not resolved at Step 3, the Association and the grievant may, not later than five (5) working days after receiving the written response of the Assistant Superintendent for Business or the date such response was due, whichever is earlier, notify the Assistant Superintendent for Business that the grievance will be submitted to the arbitration. If, within five (5) working days from the notification of the arbitration, the Association and the Board have not mutually agreed upon an arbitrator, the Association shall, within the next five (5) working days, submit the grievance to the American Arbitration Association in accordance with its rules and regulations which shall likewise govern the arbitration hearing. Upon mutual agreement between the parties, mediation may be utilized prior to arbitration.

The arbitrator shall have the authority to decide only unresolved grievances timely raised involving the interpretation or application of specific terms of this Agreement and shall have no authority to alter, ignore, add to or subtract from any of the terms of this Agreement as written.

The award of the Arbitrator, within the scope of his authority, shall be binding upon all parties.

Costs for the services of the Arbitrator shall be borne equally by the Board and the Association.

#### D. General Provisions

1. Any grievance not advanced to the next step in accordance with this Article shall be deemed resolved on the basis of the last response, or if no response has been given, shall be deemed to have been abandoned.
2. Only one grievance shall be presented to an arbitrator in any one hearing unless the parties mutually agree to combine grievances for the same arbitrator.
3. Awards for back pay shall be limited to one pay period prior to the first filing in writing of the grievance.
4. The time and date of receipt of all grievance documents shall be placed on the documents and shall be initialed or signed by the Aggrieved, Association representative, if present, or Board representative, with a copy for each party.
5. Conferences relating to grievances shall be held during non-working hours or at otherwise mutually agreeable times.
6. Except at Step 1, settlement of grievances shall be in writing and signed by the Assistant Superintendent for Business or designee and the Association representative. Settled grievances shall be without precedent unless signed by the Association representative and the Assistant Superintendent for Business or designee.
7. In the event more than one person is Aggrieved, only one such person shall be present at conferences or other meetings regarding the grievance unless otherwise agreed. Further, only one such person need acknowledge receipt of grievance documents.
8. Grievance Exclusions - The following matters will not be the basis of grievance filed under the procedure outlined above:
  - a. Termination of services of a probationary employee.
  - b. Anything that is not a violation of the specific terms and conditions spelled out in the written Master Contract Agreement.
9. For the purpose of the time limits in the Grievance Procedure, legal holidays, Saturdays, and Sundays shall not be counted.

All other days that are normal Administration Office work days will be counted in the time limits. It is understood that the time limits are maximums and can be extended with the written mutual consent of both parties.

10. Grievances will be filed only on the form specifically designed for such a purpose and referred to a "Grievance Report Form." Copies of this form will be available from the Administration Office and officers of the Association. (A sample grievance form is shown in the back of this contract.)

## **ARTICLE IX** **CONDITIONS OF EMPLOYMENT**

### **SECTION 1 TESTING, LICENSING AND CERTIFICATION**

Each employee in the transportation group must have on file at the Administration Office no later than run selection of each year, the following forms and certificates as required by law:

- a. A CDL license which is current and valid.
- b. A bus driver's certification card which is valid for the balance of the coming school year.
- c. A valid road test and written skills test.
- d. A valid medical certificate stating that their physical ability meets the minimum qualifications as outlined on the DOT physical form as required by the State.

If any of the above items are not on file with the Transportation Supervisor by the second Thursday in August, a driver will not be allowed to drive at the start of the school year. If a driver fails to meet this requirement and thereby is not allowed to drive, that driver will retain their seniority position for no longer than three (3) months from the second Thursday in August. During this three (3) month period, a driver must complete the requirements that he/she is lacking or he/she will lose his/her seniority.

When a driver returns (meeting all the above qualifications) during this three (3) month period, he/she will be offered the first available position and will NOT be allowed to "bump" another driver, no matter what the seniority level.

### **SECTION 2 DRUG AND ALCOHOL TESTING**

The parties agree to comply with the Omnibus Transportation Act and the employer will endeavor to conduct drug/alcohol testing on the employers premises.

## **ARTICLE X** **WORKER'S COMPENSATION**

### **SECTION 1 REPORTING INJURIES**

An employee injured on the job shall report such injury to the Transportation Supervisor. All reports must be filed with the Transportation Supervisor with 24 hours or as soon as possible after the incident has occurred. Employee Accident Report Forms are available from the Supervisor.

### **SECTION 2 AMOUNT OF BENEFITS**

Any employee's injury requiring loss of time from work whereby the employee would receive Worker's Compensation benefits, shall report the amount of such compensation benefits to the Administration Office upon receipt.

### **SECTION 3 CLAIM FILING BY BOARD**

Once a claim has been filed with the Board, it will be the Board's responsibility to immediately file the claim with the Worker's Compensation Insurance Carrier. After the claim is filed with the insurance

company all claims, problems, reimbursements, etc. must be worked out directly between the employee and the insurance company.

#### SECTION 4 COORDINATION WITH OTHER PAID LEAVE

In cases of illness or accident wherein the employee is paid benefits under the Worker's Compensation Act, holiday and vacation payments will not exceed the difference between the benefits paid under the provisions of the Act and the employee's normal wage.

All deductions will be based on the number of hours normally worked.

### **ARTICLE XI GENERAL**

#### SECTION 1 VACANCIES

Notice of vacancies shall be posted in the bus garage in accordance with Article IV, Section 10. No vacancy shall be permanently filled until it has been posted for at least five (5) work days. At the end of the posting period, anyone who has applied for the vacancy shall meet with the Transportation Supervisor and all conflicting runs will be posted and picked according to seniority/qualifications. The Transportation Supervisor shall post who filled the posted runs. Note: All fifth (5th) runs shall be posted when a vacancy occurs.

#### SECTION 2 "FIFTH RUNS"

No driver will be allowed to choose more than one (1) "fifth run" per day. Kindergarten, Skill Center, and North Kent Alternative Education are defined as "fifth runs".

#### SECTION 3 SUBSTITUTES - EXTRA RUNS

Drivers will select one (1) regular substitute for their kindergarten, skill center, Early Learners, PPI, Pre-School, North Kent alternative, CBI and Middle-high school shuttle runs. The regular substitute position will be offered to association drivers first. When the regular driver is unable to drive, the first substitute will be offered the run by the regular driver. If the "sub" is unable to driver, the regular driver may choose any driver that is available. The regular driver will then inform the Transportation Supervisor of the substitute driving for the day. Employees shall provide the Transportation Supervisor with a written notification of who their first (1st) "sub" is. The regular driver shall fill out a leave form daily.

#### SECTION 4 EMERGENCY RUN ASSIGNMENTS

If the Supervisor has short notice of a trip or other "emergency circumstances" he/she may assign a run to any certified bus driver including a mechanic or substitute driver.

#### SECTION 5 "TRIP" DEFINED

A trip is defined as a round trip from beginning of the run to the discharge of the children or to the place where the bus is garaged. A driver may pick up and/or drop off students at more than one school building on the same trip run without added compensation.

#### SECTION 6 BUSES TAKEN HOME

Buses may be taken to a driver's home only if permission is granted by the Supervisor in advance.

#### SECTION 7 CONTRACTED TRANSPORTATION

Runs can be added or deleted by the Board as it becomes necessary. The Board reserves the right to contract with other school districts for the transportation of Kenowa Hills students. The Board reserves the right to contact or subcontract the work performed by members of the bargaining unit.

However, prior to reaching a final disposition to contract or subcontract with any organization, the Board agrees to evaluate a proposal from the bargaining unit to maintain the positions within the bargaining unit.

SECTION 8     "COMPENSATED SHUTTLE" DEFINED

A compensated shuttle run is defined as a run that originates within the boundaries of the Kenowa Hills School District and extends to destination(s) outside the boundaries of the Kenowa Hills School District, and involves a return trip to destination(s) within the Kenowa Hills School District.

**ARTICLE XII**  
**NO STRIKE - NO LOCKOUT**

SECTION 1

The Association and its individual members agree that a "strike" is not in the interest of the children of Kenowa Hills Public Schools; and therefore, the Association and its individual members agree not to strike. The Association also recognizes that in Michigan strikes by public employees are illegal.

SECTION 2

As used in this article the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the condition, or compensation, or the rights, privileges or obligations of employment. Nothing contained in this Article shall be construed to limit, impair or affect the right of any public employee to the expression or communications of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment, or their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

SECTION 3

Willful violation of this Agreement and/or this Article by any employee or group of employees will constitute just cause for discharge and/or the imposition of discipline or penalties without recourse to the grievance procedure.

ASSOCIATION PENALTY

In the event of a violation of this Article by the Association, the Board of Education shall have the right to seek injunctive relief and damages against the Association.

SECTION 4

The Board will not participate in, instigate or cause any lockout of employees during the life of this Agreement.

**ARTICLE XIII**  
**PAY AND BENEFITS**

1. DRIVING RATES OF PAY - Beginning with the 1999-2000 school year for new hires, all step increases will be granted effective July 1st each year in lieu of the anniversary date of the individual employee. Steps will be granted provided that the employee has served six (6) months or more in the district prior to July 1st. Employees must notify the Transportation Supervisor when they become eligible for the increase.

<u>ASSIGNMENT</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>
<u>DOUBLE RUNS</u>	Years of driving is defined as beginning July 1st each year.		
1st Year	\$60.32	\$57.34	\$57.91
2nd Year	\$61.80	\$58.74	\$59.33
3rd Year	\$63.27	\$60.15	\$60.75
4th Year	\$64.76	\$61.56	\$62.18
5th Year	\$66.73	\$63.43	\$64.06
11th Year	\$71.10	\$67.93	\$68.61
15th Year	\$71.81	\$68.27	\$68.95
<u>SINGLE RUN</u>	\$20.96	\$16.94	\$17.11
15th Year	\$21.18	\$17.11	\$17.28

SPECIAL EDUCATION: Runs to be compensated using a criteria (time, miles, etc., comparable to General Education runs and step levels). The double run step rate will be divided by four (4) and then multiplied by a 1.05 factor to determine the approximate compensation rate per hour of driving time. It is not the intent to pay Special Ed. drivers an hourly rate, but rather to use the above criteria only to determine per diem.

<u>ASSIGNMENT</u>	<u>1999-2000</u>	<u>2000-2001</u>	<u>2001-2002</u>
1st Year	\$14.91	\$15.06	\$15.21
2nd Year	\$15.30	\$15.45	\$15.60
3rd Year	\$15.63	\$15.79	\$15.95
4th Year	\$15.99	\$16.15	\$16.31
5th Year	\$16.48	\$16.64	\$16.81
11th Year	\$17.55	\$17.73	\$17.91
15th Year	\$17.73	\$17.91	\$18.09
Middle-High School	\$10.82	\$10.93	\$11.04
15th Year	\$10.93	\$11.04	\$11.15

(Duties include driving and other duties as assigned such as folding tables, cleaning, cashiering, etc.)

<u>FIFTH RUNS</u>			
Kindergarten *	\$16.53	\$16.70	\$16.87
15th Year	\$16.70	\$16.87	\$17.04
Skill Center *	\$17.68	\$17.68	\$17.68
15th Year	\$17.86	\$17.86	\$17.86
North Kent Alternative Ed.	\$8.72	\$8.81	\$8.90
15th Year	\$8.81	\$8.90	\$8.99
Holy Trinity/Speech	\$10.82	\$10.93	\$11.04
15th Year	\$10.93	\$11.04	\$11.15

\*THE PAY RATE FOR THESE RUNS WILL BE PRORATED IF THEY ARE OVER ONE (1) HOUR IN LENGTH.

NOON RUNS/1/2 DAY SESSIONS on days when a double run driver is required to drive an added noon run because of 1/2 day school sessions they will be compensated as follows:

	\$18.51	\$18.70	\$18.89
15th Year	\$18.70	\$18.89	\$19.08

CHARTER RUNS (Conflicting) Persons selecting scheduled charters will be paid at their regular run rate for such scheduled charters when they conflict with their regularly assigned run.

CHARTER RUNS (Non-conflicting)	\$10.82	\$10.93	\$11.04
15th Year	\$10.93	\$11.04	\$11.15

Charter Cancellations:

Non-conflicting charter: 1 hour pay  
 Sat/Sun charter: 2 hours pay

MIDDLE SCHOOL INTRAMURAL RUNS: Paid the same as charter runs

AUTHORIZED MEETINGS	\$9.73	\$9.83	\$9.93
15th Year	\$9.83	\$9.93	\$10.03

NOTE: In the event any other bargaining unit receives a greater percentage increase in wages than the 1% for the 2000-2001 and/or 2001-2002 school year, the employees under this contract shall receive the additional amount for the relevant year.

2. MEAL REIMBURSEMENT - The Board will reimburse employees for eligible meals in accordance with the following:

Breakfast - For charter trips beginning before 7:00 a.m.  
 Lunch - If a driver works continuously from 11:00 a.m. to 2:00 p.m.  
 Dinner - If a driver works until 7:00 p.m. or later.  
 NOTE: Saturday charter runs that require a minimum of five (5) hours work shall be eligible for the appropriate meal reimbursement.

In order to qualify for reimbursement drivers must notify the Transportation Supervisor of the date and time of their trips that qualify for meal reimbursement. All meal reimbursement requests must be accompanied by a paid meal receipt.

Meals flat rate: \$6.00 Breakfast      \$6.00 Lunch      \$6.50 Dinner

3. LICENSE FEES - The Board will pay the full cost of the CDL license fee, the written test and road test as often as they are required by the State of Michigan.
4. T.B. TEST AND PHYSICALS - Each driver is required to undergo an annual Department of Transportation (D.O.T.) physical as required by the State. Drivers may select their own doctor or utilize the Board doctor for the annual physical. There is no cost to employees who select the Board doctor. In the case where the driver selects his/her own doctor they are responsible for payment to the doctor. The Board will reimburse each driver up to \$40.00 for the completion of the D.O.T. physical should they choose their own doctor. However, in order to be eligible for Board reimbursement drivers must submit a copy of their doctor's invoice to the Transportation Supervisor. Such requests for reimbursement will be processed by the school district business office within 30 days after receipt.
5. JURY DUTY - Jury duty shall be considered an approved leave of absence and not charged against accumulated leave time for employees. The employee shall receive the difference between jury duty pay and their regular wage provided such service is not more than the equivalent of two (2) weeks of pay.
6. HOLIDAYS -All members of the association will be paid for the following holidays at his/her run rate for the number of runs normally driven:

Labor Day	Christmas Eve	New Year's Day
Thanksgiving Day	Christmas Day	Memorial Day
Friday after Thanksgiving	New Year's Eve (Effective 2001-2002)	

These holidays must fall within the work year in which the employee is scheduled to work. Employees hired on a substitute or temporary basis do not qualify for this benefit.

7. INCLEMENT WEATHER DAYS - In the event the employer declares a "snow day", school is canceled, and the day is not to be made up, the employees shall receive their regular rate of pay for the day even though no work is performed. This provision is limited to a maximum of two (2) days per school year.
8. HEALTH INSURANCE - Employees regularly working twenty (20) hours or more per week will be able to participate at their own expense in the group health insurance program if they meet the qualifications as set forth by the insurance companies. The benefit will be at no cost to the Board, except as provided below, and will be paid for in advance by the employee. For purposes of insurance benefit eligibility only, an am/pm Special Education Run shall be considered equivalent to am/pm Double Run hours (e.g., 2 hours am/2 hours pm, total minimum of 4 hours daily)

INSURANCE PREMIUM INCREASES - The Board contributions toward the benefits listed in A, 1 & 2, and B, 1 & 2 shall be adjusted for the 1999-2000, 2000-2001 and 2001-2002 school years by the same percentage increase as occurs in the single subscriber health insurance rate. However, the maximum increase in Board contributions over the three year period combined shall be limited to 5.99%.

- A. For those employees working an average of 30 hours per week or more, one of the following options will be provided at the employee's choice:
  1. Up to \$100.00 per month board payment toward SET Ultra Medical insurance or a comparable plan.
  2. Up to \$100.00 per month board payment toward SET Ultra Dental, or a comparable plan, and SET Vision Plan III.
  3. Additional cash - In each year of this contract a total of \$1,200 of additional cash compensation shall be paid. This additional cash compensation shall be based on a September - August benefit year. It shall be apportioned and paid out on biweekly payroll dates when the employee is normally scheduled to be paid between October 1 and the first pay date the following June. NOTE: The employee's election shall be made under the terms of the Section 125 flexible benefits plan established by the board (Article XIII C. 15).
- B. For those employees working an average of between 20 and less than 30 hours per week, one of the following options will be provided at the employee's choice:
  1. Up to \$60.00 per month board payment toward SET Ultra Medical insurance or a comparable plan.
  2. Up to \$60.00 per month board payment toward SET Ultra Dental, or a comparable plan, with \$1,500 orthodontic rider.
  3. Up to \$60.00 per month board payment toward SET Ultra Dental 50/50 plan, or a comparable plan, and SET Vision Plan II.
  4. Additional cash - In each year of this contract a total of \$720 of additional cash compensation shall be paid. This additional cash compensation shall be based on a September - August benefit year. It shall be apportioned and paid out on biweekly payroll dates when the employee is normally scheduled to be paid between October 1 and the first pay date the following June. NOTE: The employee's election shall be made under the terms of the Section 125 flexible benefits plan established by the board (Article XIII C. 15).
- C. In order to qualify for benefits under this agreement, there are certain underwriting requirements and other responsibilities that must be met by the employee and the Board. The following items are applicable to all insurance benefit coverages stated in the Article unless otherwise specified:

1. Upon submission of a proper written application form to the Kenowa Hills Business Office, the Board shall provide the specified contribution toward benefits described in this Article for those employees who meet the qualifications stated in this Agreement. Coverage changes may only be made in September of each year, and once a selection is made, the selection must be maintained until, at least, the following September.
2. Employees newly hired, recalled by the Board or returning from leave shall be eligible for Board paid premiums upon completion of appropriate forms. In the case of newly hired employees, eligibility for Board-paid premiums will commence after completion of a ninety (90) calendar day probationary period. Coverage will become effective after appropriate forms are completed.
3. Eligible employees will have the July and August Board contribution paid in full by the Board. If the employee does not return in September he/she agrees to reimburse the Board for the July and August premium.
4. Employees terminating employment with the board shall have benefits terminated on the first day of the month following termination of employment, except as provided under COBRA.
5. An employee on an unpaid leave may continue insurance benefits (within the limitations of the underwriter) for the term of his/her unpaid leave by requesting this in writing and having his/her check covering the full monthly premium at the Board's Business Office one week prior to the beginning of each month.
6. Changes in family status shall be reported by the employee to the Business Office within thirty (30) days of such change. All changes must be submitted in writing on the proper form. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this. The Board will not be responsible for retroactive premiums because of failure by the employee to complete forms in a timely manner or meet underwriting requirements.
7. An eligible single person qualifies for individual membership under group provisions. If a husband and wife are both employed by the Board, they shall not receive double coverages under this Article.
8. The benefits listed in this Article will not be provided to the employee if equivalent benefits are being provided from another employer of the employee or the employee's spouse. It is not the intention of the Board to duplicate insurance coverages.
9. The Board agrees to provide the specified contribution toward the benefits programs described, but within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policyholder.
10. The Board's responsibility shall not extend to the provision of benefits unless it has failed in meeting its responsibilities which shall be limited to:
  - a. Timely payment of specified contribution toward premiums.
  - b. Complying with all requirements of the employer required by the carrier and/or underwriter.
11. To be eligible for coverage, employees must be able to perform the carrier's "at work requirement" with this employer before benefits are effective.
12. An open enrollment period for insurance for eligible employees shall be provided annually during the month of September.
13. The descriptions of benefits in this Article are only general in nature and are superseded and controlled by the terms and conditions of the applicable insurance plan, a copy of which

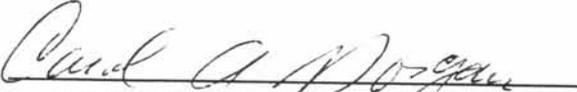
is available for inspection during normal working hours at the Business Office of the Board and are subject to underwriting rules and regulations.

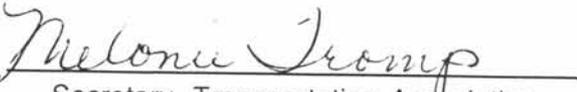
14. The School Board shall be responsible for providing insurance information (certificates of insurance, claim forms, and application forms) made available to them by the insurance company. This information will be available upon request.
15. Flexible Benefits Plan - The Board shall establish and maintain a cafeteria plan under Section 125 of the Internal Revenue Code. The cafeteria plan shall permit an employee who elects not to receive board provided health insurance coverage to receive, in lieu of health insurance coverage, additional compensation in an amount described in this agreement. The additional compensation shall be subject to all required withholdings. The board may revise the cafeteria plan, as necessary, to comply with the requirements of the Internal Revenue Code.
9. PERSONAL BUSINESS DAYS - Employees shall be eligible for two (2) personal business days per contract year. Personal business days must be used exclusively for personal business which cannot be taken care of at any other time and shall not be used for any other purpose (including recreational activities). Except for emergency situations, the employee is required to give a minimum of five (5) working days notice to request a personal day. Personal business days are non-cumulative. However, if the employee does not use their full compliment of personal business days, any unused days shall be paid off at the end of the school year.
10. BEREAVEMENT LEAVE - Death in the immediate family shall qualify for one (1) day off with pay for bereavement. Immediate family is defined as mother, father, brother, sister, son, daughter, husband, wife, step child, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, and sister-in-law.
11. VACATION PAY - Seniority employees shall receive vacation pay for up to nine (9) non-school days (ex. Christmas break, Spring break, etc.) per school year. Employees shall be paid their regular rate of pay for these days even though no work is performed. These days are non-cumulative.

#### ARTICLE XIV DURATION OF AGREEMENT

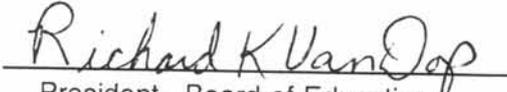
This Agreement shall be in effect as of July 1st, 1999, and continue in effect until the 30th day of June, 2002. This Agreement may not be extended orally and it is expressly understood that it expires on the date indicated. **NOTE:** The wage rates for the 1999-00 contract year shall be retroactive to July 1, 1999 for all hours worked by bargaining unit members.

KENOWA HILLS  
TRANSPORTATION ASSOCIATION

  
\_\_\_\_\_  
President, Transportation Association

  
\_\_\_\_\_  
Secretary, Transportation Association

KENOWA HILLS  
BOARD OF EDUCATION

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education

DRIVER'S RESPONSIBILITIES

Driver Responsibilities - Each driver is responsible for:

- a. Cleaning his/her own bus on the inside and all driving windows at least weekly, or as is necessary.
- b. Gassing his/her own bus and recording gas used.
- c. Reporting all needs of maintenance and all accidents in writing.
- d. Maintaining order and discipline on the bus, and aiding in loading of pupils at schools. Filling out discipline slips as required.
- e. Attending the bus driver training schools.
- f. Observing all traffic laws and regulations pertaining to the use of a school bus.
- g. Informing the Transportation Supervisor or his/her agent in advance of all absences.
- h. Completing all reports required for his/her own bus.
- i. Holding three (3) fire drills during the school year.
- j. Pre-trip inspection of vehicle on all items as are listed on form used in "Road Test" as required by the State.
- k. Proper completion of a time card every two weeks and absence forms.
- l. Student discipline whenever possible. Problems that cannot be handled by the driver should be turned over to the Supervisor or Principal for action.
- m. Adherence to all Board policies and reasonable directives from the Supervisor. This includes adherence with the Board "Transportation Handbook."
- n. Properly warming up the bus before starting on a trip (15 minutes maximum). Each driver shall arrive in time to start his/her bus. The following checks should be made:
  1. Gas Supply
  2. Gauges
  3. Windows clear
  4. Tires
  5. Brakes
  6. Lights-head, rear, stop, clearance, flashers, directionals
  7. Emergency door and emergency buzzer

The proper "pre-trip" inspection form is to be used daily before runs.

- o. Not leaving the bus with the motor running or keys in the ignition unattended.
- p. Not opening the door until the bus has stopped.
- q. Seeing that the pupils are seated and the door is closed before putting the bus into motion.

- r. In the event of an emergency or a breakdown not leaving the bus unattended, but sending a note with a responsible student for help.
- s. Wearing a seat belt while the bus is in motion.
- t. Removing students from the bus when filling the gas tank.
- u. Requiring students to pass in front of the bus after discharging from the bus if they cross the road.
- v. Not changing the location of stops or route unless approved by the Supervisor.
- w. Informing the Supervisor in ample time if unable to make his/her regular run or a specific assignment.
- x. Attending all bus meetings, unless excused by the Supervisor.
- y. Attempting to learn the names of all students on his/her bus during the first full week of school.
- z. Each year by the end of September, filling out a map showing the route, pick-up times, stops and student names for each run assigned. A copy of this map will be kept in the first aid kit on each bus and a copy will be kept on file in the bus garage.
- aa. Any other duties as assigned.

**1999-2000 CALENDAR**

**APPENDIX B**

August	23	Full day T (1/2 orientation - 1/2 rooms)		
	24*	1/2 day S - Full day T	6S	7T
September	6	Labor Day - No school		
	15	Staff Development (Building) Elem. students dismissed 12:40 Staff Development 1:00-4:00 Intermediate students dismissed 11:55 Staff Development 12:15-3:15 Middle School students dismissed 11:35 Staff Development 12:00-3:00 High School students dismissed 11:40 Staff Development 12:00-3:00	21S	21T
October	12*	1/2 day S - Staff Development (District) 12:45-3:45		
	22	End of First Marking Period		
	25	Full day school - MS & HS Conf. 6:00-9:00 p.m. Additional Kdgn. Conference 3:40 - 6:40 p.m.		
	28	Full day school - Elem. Conf. 6:00 - 9:00 p.m. Intermediate Conf. 6:00-9:00 p.m.	21S	21 1/2 T
November	1	Full day school - Elem. Conf. 3:40 - 6:40 p.m. Intermediate Conf. 3:00-6:00 p.m. MS & HS Conf. 6:00 - 9:00 p.m.		
	2	Additional Kdgn. Conference time - 3:40 - 6:40 p.m.		
	3	Full day school - Elem. Conf. 6:00 - 9:00 p.m. Intermediate Conf. 6:00-9:00 p.m. MS & HS Conf. 3:00 - 6:00 pm.		
	4	No school for students - Conf. All 1:00 - 4:00 p.m. Teachers work 1:00-4:00 only		
	5	No school		
	25-26	Thanksgiving Vacation	18S	19 1/2 T
December	1	Staff Development (Building) Elem. students dismissed 12:40 Staff Development 1:00-4:00 Intermediate students dismissed 11:55 Staff Development 12:15-3:15 Middle School students dismissed 11:35 Staff Development 12:00-3:00 High School students dismissed 11:40 Staff Development 12:00-3:00		
	17	Last Full day School	13S	13 T
January	3	School Resumes		
	12	Full day staff and students Secondary exams P.M.		
	13	Full day staff Elem. students dismissed 12:40 12:40-3:40 standards/assessments (ind.) Intermediate students dismissed 11:55 11:55-3:00 standards/assessments (ind.) Middle School exams - students dismissed 10:45 High School exams - students dismissed 10:50		
	14	Full day staff Elem. students dismissed 12:40 12:40-3:40 grade level mtgs. (not indiv. planning time) Intermediate students dismissed 11:55 11:55-3:00 grade level meetings (not indiv. planning time)		

Page 2 1999/2000 CALENDAR

		Middle School exams - students dismissed 10:45		
		High School exams - students dismissed 10:50		
		End of First Semester		
	17	No school students - Teacher work day	20 S	21 T
February	9	Staff Development (District) Elem. dismissal 12:40, Int. 11:55, MS 11:35, HS 11:40 1:15-4:15 Staff Development	21 S	21 T
March	8	Staff Development (Building) Elem. students dismissed 12:40 Staff Development 1:00-4:00 Intermediate students dismissed 11:55 Staff Development 12:15-3:15 Middle School students dismissed 11:35 Staff Development 12:00-3:00 High School students dismissed 11:40 Staff Development 12:00-3:00		
	16	Additional Kdgn. Conference time - 3:40 - 6:40 p.m.		
	17	End of Third Marking Period		
	22	Full day school - MS & HS Conf. 6:00 - 9:00 p.m. Additional Kdgn. Conference time - 3:40 - 6:40 p.m.		
	23	Full day school - Elem. Conf. 6:00 - 9:00 p.m. Intermediate Conf. 6:00-9:00 p.m.		
	27	Full day of school - MS & HS Conf. 6:00 - 9:00 p.m.		
	28	Full day of school - Elem. Conf. 6:00 - 9:00 pm Intermediate Conf. 6:00-9:00 p.m.		
	29*	1/2 day students - Teachers report only for AM and conferences MS & HS Conf. 3:00-6:00 p.m. Intermediate Conf. 3:30-6:30 p.m. Elem. Conf. 4:00-7:00 p.m.		
	30*	1/2 day students Elem., Int. & MS Conf 12:30-3:30 p.m. **High School can use day for school improvement, North Central, Dept. Meetings, etc.		
	31	No school	22 S	23 T
April	3-7	Spring Vacation	15 S	15 T
May	10	Staff Development (Building) Elem. students dismissed 12:40 Staff Development 1:00-4:00 Intermediate students dismissed 11:55 Staff Development 12:15-3:15 Middle School students dismissed 11:35 Staff Development 12:00-3:00 High School students dismissed 11:40 Staff Development 12:00-3:00		
	29	Memorial Day - No School		
	31	Full day students - Full day staff (Secondary Exams)	22 S	22 T
June	1*	1/2 day students - Full day staff (Secondary Exams)		
	2*	Last Day of school - *1/2 day students Full day staff (Secondary Exams)	<u>2 S</u> 181	<u>2 T</u> 186

\*1/2 day counted as 1 full day for students

Dismissal times for students on these days: elem. 11:45 int. 11:05 ms 10:45 hs 10:50

GRIEVANCE REPORT FORM  
KENOWA HILLS PUBLIC SCHOOLS

APPENDIX C

Grievance # \_\_\_\_\_ Submit to Supervisor in Duplicate

\_\_\_\_\_  
Name of Grievant                      Building                      Assignment

**STEP ONE**

1. Date Cause of Grievance Occurred \_\_\_\_\_
2. Date of Informal Discussion with Supervisor \_\_\_\_\_

3. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract Article(s) Violated \_\_\_\_\_

Relief Sought \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

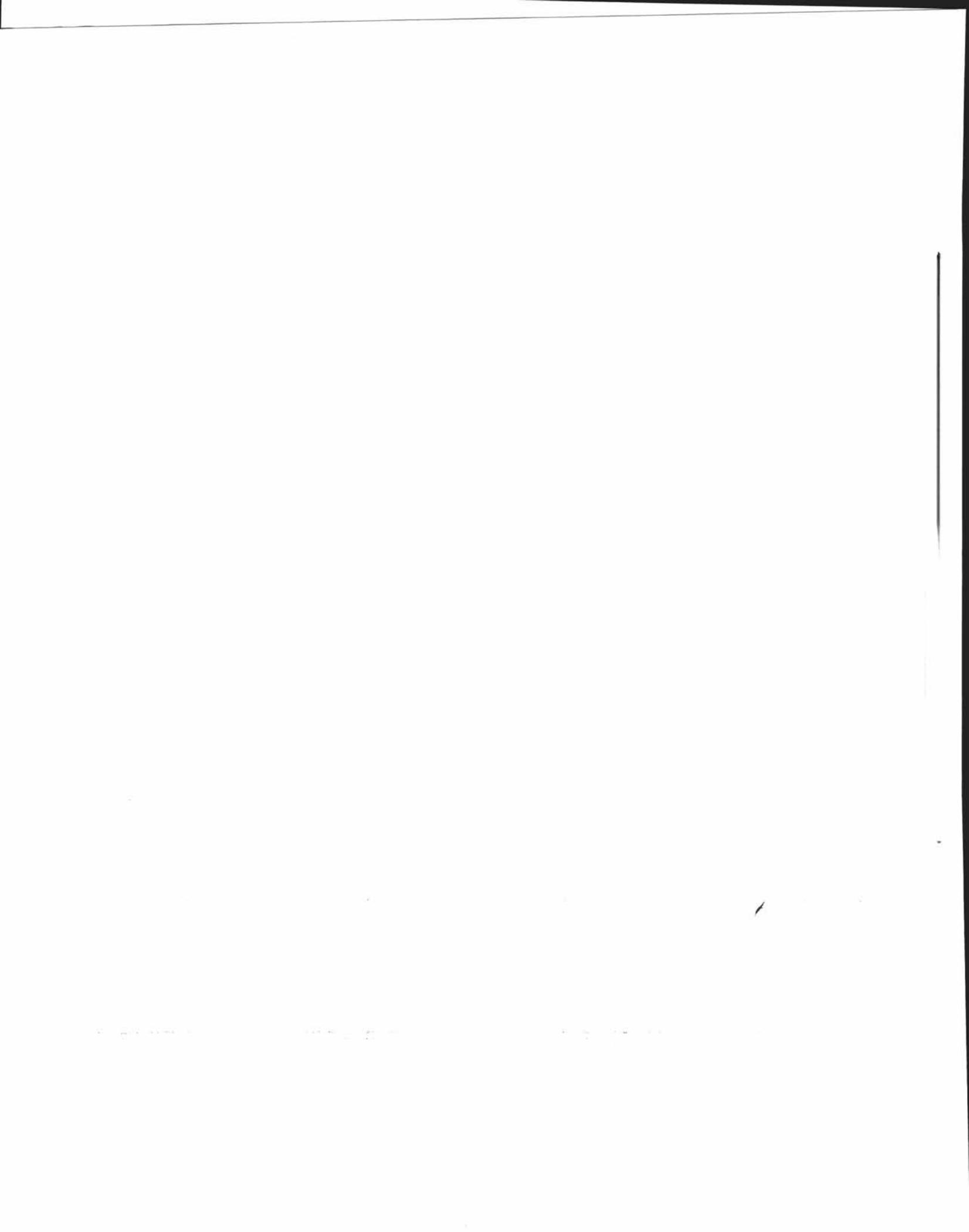
\_\_\_\_\_  
Date

**STEP TWO**

1. Disposition of Supervisor \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date



**Letter of Understanding**  
**Between the Kenowa Hills Transportation Association**  
**and the**  
**Kenowa Hills Public Schools**

Re: Single and Double Run Pay Adjustments for 1999-2000 and Charter Pay

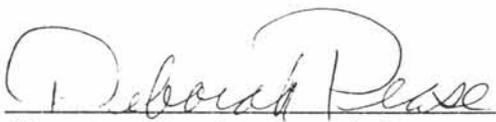
The above named parties agree to the adjusted pay rates listed in Article XIII, Section 1 of this contract for double runs and single runs for the 1999-2000 school year. The adjusted pay rates are to compensate drivers for the generally longer bus routes for the 1999-2000 school year. Also, it is understood that the single and double run pay rates listed in this contract for now and the future shall be considered flat amounts for compensation purposes and shall be considered full compensation for any given double run assignment.

The Board of Education will pay the adjusted single and double run pay rates for the 1999-2000 school year only. The 1999-2000 pay rates shall be retroactive to August 24, 1999 and run through June 30, 2000.

The parties also agree that the starting time for charter run pay will commence at 4:15 p.m. rather than 4:00 p.m. as in the past. This change is in recognition of the longer school day for 1999-2000.

  
\_\_\_\_\_  
Signature for the District

1-18-00  
Date

  
\_\_\_\_\_  
Signature for the Association

1-18-00  
Date

874

8

8. 10. 1944

8. 10. 1944

8. 10. 1944

8. 10. 1944

