

6/30/2000

6479

# *Master Agreement*

(1997-2000)

*Lakeshore Educational Support Services Association  
&  
Lakeshore Public Schools*

*Lakeshore Public Schools*



## LESSA AGREEMENT

### PREAMBLE

This Agreement is entered into this 20<sup>th</sup> day of January, 1998, by and between the Lakeshore Educational Support Services Association, hereinafter call the "Association" and the Board of Education of the Lakeshore Public Schools, hereinafter call the "Board".

The general purpose of this Agreement is to establish the terms and conditions of employment, which shall prevail throughout the term of this Agreement, for the members of the bargaining unit as hereinafter defined.

### ARTICLE 1 - RECOGNITION

- A. The Board of Education of the Lakeshore Public Schools recognizes the Lakeshore Educational Support Services Association, MEA/NEA as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for members of the bargaining unit described below:

All full time and regularly scheduled part-time bus drivers and all full time and regularly scheduled part-time paraprofessionals excluding supervisors, confidential employees as defined by the Michigan Employment Relations Commission (MERC), vehicle maintenance employees, substitutes, student employees, summer school employees, and all others.

- B. The term "employee" shall refer to all members of the bargaining unit defined in section A of this Article.
- C. The term "bus driver" shall refer to an employee who is physically and mentally qualified, properly licensed by and certified by the appropriate State of Michigan agency to operate a Michigan school bus and assigned to a position in the bus driver classification of the bargaining unit.
- D. The term "paraprofessional" shall refer to an employee who is assigned to a position in the paraprofessional classification of the bargaining unit.
- E. The term "full time" shall refer to an employee who is regularly scheduled to work forty (40) hours per week.

- F. The term "part-time" shall refer to an employee who is regularly scheduled to work less than forty (40) hours per week.
- G. The term "regularly scheduled" shall mean daily hours of work in the same position, assigned on a consistently reoccurring basis throughout the school year. Regularly scheduled shall not refer to daily call in, casual or temporarily assigned employees who work less than 60 consecutive work days in the same position. Regularly scheduled shall not refer to substitute personnel.
- H. The term "Board" shall refer to the Board of Education of the Lakeshore Public Schools or its authorized agents.

## **ARTICLE 2 - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. The Association shall have a right to use a room for meeting of the Association members with the prior consent of the building principal and provided that it does not conflict or interfere with the education program, custodial scheduling or other school use.
- B. An employee shall not meet with representatives of the MEA or other Association officials who are not employed by the Lakeshore Public Schools during working hours. All Association business shall be conducted outside of the employee's working hours. The location of all meetings or discussions of Association business shall be in accordance with A. above.
- C. The Association shall annually notify the Board of its officers and representatives.
- D. The Association and its members shall be provided the use of bulletin board space for the purpose of posting Association business.
- E. The Association may request up to five (5) days per year of unpaid leave for employees acting on behalf of the Association. Requests for use of this leave shall be filed in writing with the immediate supervisor at least seventy-two (72) hours in advance. The decision of the supervisor as to whether or not to approve the leave shall be final.
- F. The Board agrees to furnish to the Association existing documents containing relevant and public information which may be necessary for the Association to process any grievances or complaint and to develop negotiations' proposals.

### ARTICLE 3 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties, facilities and equipment, and the activities of its employees;
2. To direct the working forces, and to hire all employees and subject to the provisions of law, to determine their qualifications (including physical, mental and emotional capacities), and the conditions for their continued employment, or their dismissal, discipline, demotion and/or other personnel action; and to evaluate, assign, promote, layoff and transfer all such employees in accordance with such policies as the Board may promulgate.
3. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and to determine the terms and conditions of employment of all employees, and to make any and all such changes in said terms and conditions of employment and/or in assignments as the Board may from time to time deem necessary and appropriate.
4. To determine the assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing and the right to establish, modify or change any work or business hours or days whenever the Board shall determine such action to be necessary and appropriate.
5. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, programs, services, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities, and to determine and/or change the assignment of employees to the facility or location deemed most appropriate by the Board.
6. To adopt reasonable rules and regulations.
7. Establish policies governing the selection, evaluation, testing or training of employees, provided that such selection shall be based upon lawful criteria.
8. To determine bus routes.
9. To conduct drug testing of employees according to the law.
10. To determine job content and duties.

B. Nothing contained in this Agreement is intended to restrict the use of non-bargaining unit employees in the course of their performance of bargaining unit duties unless said use is expressly restricted in this Agreement.

1. The Board retains the right to accept services offered on a volunteer basis by individuals or organizations affiliated with or interested in school district affairs and operations. Such organizations may include but are not limited to athletic booster clubs, parent-teacher organizations, student extra curricular clubs or organizations, etc.
  2. The Board shall have the right to subcontract bargaining unit work without prior negotiations with the union.
  3. Supervisory employees may perform duties normally performed by bargaining unit members whenever, in the determination of the Board the performance of such duties on a temporary basis is necessary to ensure continuity of essential administrative or educational functions of the school district.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific; and express terms of this Agreement and then only to the extent such specific and express terms hereof and in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, district or local laws or regulations as they pertain to education.

#### **ARTICLE 4 - EMPLOYEES RIGHTS & RESPONSIBILITIES**

- A. No material will be placed in an employee's personnel file without the employee being advised before or at the time the material is placed in the file. The personnel file is defined as the official file located in the Personnel Office of the District. Within ten (10) days, of being notified that material will be placed in the personnel file, any employee may submit written comments regarding the material and same shall be attached to the file copy of the material in question. For purposes of this Agreement, the failure to submit written comments within the aforementioned ten (10) day period shall be conclusively construed to mean that the employee does not dispute the content of the material. An employee may, upon request, review the contents of his/her personnel file in the presence of his/her supervisor or other administrator. The employee may request that a representative of the Association accompany him/her during this review.
- B. An employee shall review copies of and sign all materials which are part of a disciplinary action being taken against said employee. Such signing does not indicate agreement but only acknowledgment that the material was seen by the employee. Refusal of the employee to sign the material upon request of the supervisor shall be deemed insubordination.

- C. An employee shall check the bulletin board on a daily basis for directives or other information given by his/her supervisor.
- D. A "demotion" shall be defined as a reduction in rate of pay not involving a reduction in force, and shall not include an involuntary transfer unless said transfer would cause a reduction in rate of pay.
- E. Suspensions may be with or without pay at the discretion of the Board. No suspension without pay shall be effective for a period of more than twenty (20) working days.
- F. Verbal and/or written warnings or other disciplinary action may be taken at the discretion of the immediate supervisor. Progressive discipline shall occur as follows:
  - 1. Verbal warning
  - 2. Written reprimand
  - 3. Suspension with or without pay
  - 4. DismissalIt is understood that disciplinary action may begin at any of the above four levels depending on the severity of the employee offense. Example: Gross violation of safety rules could result in dismissal without prior verbal, or written reprimand or other disciplinary action.
- G. A supervisor shall request the presence of an Association representative when disciplining or reprimanding an employee, unless the employee objects, in writing, to the presence of the Association representative.
- H. No non-probationary employee shall be suspended without pay or discharged without just cause.
- I. Employment of site based paraprofessionals shall be on an annual basis.

#### **ARTICLE 5 - SENIORITY LAYOFF AND REHIRE**

- A. Seniority shall be defined as length of continuous employment within classification by the Lakeshore Public Schools. Seniority shall begin on the first day worked in a position within the classification.
  - 1. There shall be two (2) classifications for purposes of seniority. The first classification shall be bus driver and the second classification shall be paraprofessional.
  - 2. Seniority and all right to continued employment shall terminate when:
    - a. the employee resigns; or
    - b. the employee is discharged; or

- c. the employee fails to return to employment from an approved leave of absence or layoff; or
  - d. the employee has not worked within a classification for a period equal to his/her seniority in that classification.
  - e. the employee is not recalled from layoff within one (1) year of the effective date of layoff.
  - f. the employee is absent for three (3) days without calling in.
3. An unpaid leave of absence or layoff shall not constitute a break in continuous employment. However, seniority shall not accrue or accumulate during periods of unpaid leaves of absence or layoff.
  4. The initial probationary period within a classification shall be the first one hundred twenty (120) days of employment. Substitute service shall not count. Probationary employees shall have no seniority status. When an employee has completed the probationary period, seniority shall be calculated as stated in A. above.
  5. Seniority shall accrue for full time and part-time employees in the same manner.
  6. For employees who have the same first day of work, the Board will break the ties in seniority by considering the employee who performed better during the probationary period to have higher seniority. The Board's determination shall be final and binding..
  7. The Board shall annually prepare a seniority list for each of the two classifications as existed on the preceding July 1. A copy of this list shall be forwarded to the Association. The seniority list shall be conclusively deemed to be accurate unless the Association notifies the Board, in writing, within thirty (30) days of the date the list is forwarded to the Association that the Association believes the seniority list is inaccurate.
- B. The Board expressly retains the authority to effectuate a reduction in personnel whenever the Board shall determine such a reduction is necessary or advisable, and for whatever reason(s) the Board shall determine to have made such action necessary or advisable. The term layoff shall be defined as a reduction in the number of personnel employed beyond employee attrition or approved leaves of absence. A reduction in total number of hours worked by an employee shall not be considered a layoff.
1. An employee being laid off shall receive at least seven (7) days notice prior to the effective date of the layoff.
  2. Employees who are laid off pursuant to Section B. of this article shall not be entitled to benefits provided to employees pursuant to provisions of this Agreement, said benefits to terminate as of midnight of the last day on which they are scheduled to work prior to being laid off. Said benefits shall be restored upon rehire/recall.
  3. Laid off employees may apply for and be considered for rehire to a position in their former classification. It is the obligation of each employee to maintain

their qualifications and bus driver certification to be considered for rehire. Whether or not to rehire remains at the discretion of the Board.

C. Bus Driver

1. The Board will identify the route(s) to be eliminated, consolidated, or reduced.
2. A bus driver whose time has been reduced by fifteen (15) minutes or more per day shall have the right to select another route based on seniority.
3. A bus driver displaced by application of C. 2 above shall likewise be allowed to select another route based on seniority.
4. The least senior bus driver shall be the employee laid off.

D. Recall Drivers

1. Recall shall be based upon seniority within a classification with the most senior bus driver possessing the required qualification(s) being recalled first.
2. Notice of the recall shall be sent by certified mail return receipt requested to the last official address of the bus driver as reflected by the employer's records. It is the responsibility of the bus driver to inform the Board of any changes of address. If the bus driver fails to notify the Board of intent to return on the date specified in the notice within fifteen (15) days of the mailing of said notice, this shall constitute the bus driver's resignation from employment and all rights to recall shall be forfeited.
3. If a bus driver on lay off status is qualified for another classification, he/she shall upon written application be considered as an applicant for a position in the other classification should a position be available.

E. Paraprofessionals

1. Reductions in paraprofessionals shall be done on a building basis on the basis of qualifications of the paraprofessionals within the building as determined by the building principal. In the case of two equally qualified employees within the building, the most senior will be retained.
2. A paraprofessional whose hours are reduced shall have no bumping rights.

F. Recall Paraprofessionals

1. A paraprofessional's right to recall shall be to the building from which he/she was laid off, the most senior paraprofessional possessing the required qualification(s) being recalled first.
2. Notice of recall shall be sent by certified mail return receipt requested to the last official address of the paraprofessional as reflected by the employer's records. It is the responsibility of the paraprofessional to inform the Board of any change of address. If the paraprofessional fails to notify the Board of intent to return on the date specified in the notice within fifteen (15) days of the receipt of said notice, this shall constitute the paraprofessional's resignation from employment and all rights to recall shall be forfeited.
3. If a paraprofessional on layoff status is qualified for another position outside the building from which he/she was laid off or for another classification,



he/she shall, upon written application be considered as an applicant for a position should a position become available.

4. Recall rights under this section shall be for one (1) year following layoff.
5. In order to be eligible for recall, a paraprofessional must have been scheduled to work at least four and one half (4 ½) hours per day at the time of layoff.

## **ARTICLE 6 - AGENCY SHOP**

### **A. Service Fees**

Each bargaining unit member hired after the date this Agreement was ratified shall, as a condition of employment:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the union, or,
2. Pay a service fee to the union, pursuant to the union's "policy regarding objections to political-ideological expenditures" and the administrative procedure adopted pursuant to that policy. The service fee shall be a legally permissible amount determined in a legally permissible manner and shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the union, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477;MSA 17.277 (7) and at the request of the union, deduct the service fee from the bargaining unit member's wages and remit same to the union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Moines so deducted shall be remitted to the union, or its designee, no later than thirty (30) days following deduction. However, if a bargaining unit member objects to the appropriate amount of the fee, the amount of the deduction contested shall be placed in an escrow account or otherwise handled as may be required by law, until a determination of the appropriate amount of the deduction has been made through appropriate procedures.
3. In all cases of payroll deduction pursuant to MCLA 408.477; MSA 17.277 (7), the union shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and provide ten (10) days for compliance shall further advise the employee that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the employee fails to remit the service fee or authorize deduction for same, the union may request the board to make the deduction. The Board upon receipt of the request for involuntary deduction shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the union or authorized payroll deduction for same.

B. Objections Policy

Pursuant to Chicago Teachers Union V Hudson, 106 S CT 1066 (1986), the union has established a "policy regarding objections to political - ideological expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to nonunion bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this agreement.

C. Dues Deductions

Any bargaining unit member who is a member of the union, or who has applied for membership, may sign and deliver to the employer as assignment authorized deduction of dues, assessments and contributions to the union as established by the union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) constitution, bylaws and administrative procedures. Pursuant to such authorization, the employer shall deduct one-tenth of such dues, 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.

D. Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for plans or programs jointly approved by the union and the employer.

E. A bargaining unit member shall cease to be subject to deductions pursuant to this article beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit.

F. The union shall hold the Lakeshore Public Schools, its Board of Education, individual board members, administrative employees and agents harmless for any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Board or its designated agents for the purposes of complying with the provisions of this article. Should this indemnification/hold harmless provision be declared unenforceable or void by a court of competent jurisdiction, or should the union or its agent challenge the validity or enforceability of said provisions, the Board shall not be required to make deductions of any representation service fees not authorized in writing by the bargaining unit member or otherwise enforce the representation service fee provisions of this article.

## ARTICLE 7 - VACANCIES, AND TRANSFERS

- A. A vacancy is defined as a newly created position within a classification represented by the Association or a present position within a classification that is represented by the Association that becomes vacant by reason of the permanent separation (by resignation, death or discharge) of the employee formerly in said position. No "vacancy" shall exist unless and until the Board shall determine to fill any such position.

Definitions: (Paraprofessionals):

Assignment shall mean employment within a specific site.

Transfer shall mean employment at another site.

- B. Paraprofessionals will be assigned or transferred at the discretion of the Board. The Board may assign additional hours of work to any existing paraprofessional without declaring a vacancy. The Board may fill a position by transferring a paraprofessional whose position has been eliminated to the position or by recalling a laid off paraprofessional to the position without declaring a vacancy, provided that the paraprofessional transferred or recalled has seniority in the classification.
- C. Any employee may apply for posted positions. All positions shall be defined as to work site, duties, and number of hours per day as determined by the Board.
- D. Bus Drivers
1. Bus driver positions which have been declared vacant by the Board during the months of October through April of each school year shall be posted on the bulletin board for three (3) consecutive work days. Bus driver postings will include the number of hours per day, the general geographic location of the route, and the purpose (i.e., special education, vocational, elementary, secondary, etc.). Prior to posting a vacant bus driver position, the kindergarten route associated with that position shall be assigned to the most senior bus driver who does not currently have a kindergarten route. The posted position shall be for the route that remains.
    - a. All regular bus drivers shall have the right to apply for the first posted vacancy. That first vacancy shall be filled on basis of seniority except in cases involving disciplinary assignments.
    - b. The first two (2) vacancies resulting from a reassignment (see D. 1(a) above) shall be posted for one day and filled on the basis of seniority.
    - c. If four (4) or more vacancies result from a. and b. above, they will be filled at the discretion of the supervisor, who will consider seniority and other factors.

- d. Bus drivers are restricted to no more than one (1) reassignment under this section per school year, unless the transfer will provide a gain of fifteen (15) minutes or more.
  2. Bus driver vacancies during the months of May, June, July, August and September shall be filled on a temporary basis by a substitute driver. If the route vacancy still exists on October 1, said vacancy will be posted in accordance with this article. A substitute driver who fills a bus driver vacancy on a temporary basis shall not earn seniority or otherwise acquire any right to continued employment.
  3. Bus routes may be modified during the school year to accommodate the pupil transportation needs of the district in the most fiscally efficient manner. Such changes shall not be posted.
- E. Paraprofessional positions which have been declared vacant by the Board shall be posted within ten(10) days of being declared vacant for three (3) consecutive work days. If the vacancy is declared in the summer months, it will be posted for three calendar days in the personnel office. Any paraprofessional position may be filled on a temporary basis during the posting/hiring process or during the last forty-five (45) days of the school year. A temporary hired to fill such a position on a temporary basis shall not earn seniority or otherwise acquire any right to continued employment.
1. A paraprofessional will be assigned or transferred at the discretion of the Board of Education based upon job qualifications as determined by the building principal. In the event that two (2) or more applicants are deemed to be equally qualified the most senior paraprofessional shall be selected for the position.
  2. In the case of an involuntary transfer of a paraprofessional from one building to another, he/she may request and be granted a meeting with his/her immediate supervisor to be informed of the reason(s) for said transfer.
  3. A paraprofessional may annually file a written request with the personnel office if he/she wishes to be provided a copy of postings.
  4. After completion of the initial probationary period, a paraprofessional who is transferred shall serve thirty (30) work days in a probationary status in the new position. If during the thirty (30) days the paraprofessional is unable to satisfactorily perform the job, the paraprofessional shall have the right to return to his/her former position. The paraprofessional, who is initially employed to fill the position left vacant by the transfer, may be terminated from employment if the original paraprofessional returns to his/her former position. The individual terminated from employment shall have no right to continued or future employment by virtue of such employment.

## ARTICLE 8 - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed provisions of this Agreement.
- B. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
  2. It shall contain a synopsis of the facts giving rise to the alleged violation.
  3. It shall cite the section or subsections of this contract alleged to have been violated.
  4. It shall contain the date of the alleged violation.
  5. It shall specify the relief requested.

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

- C. For purposes of this article, days shall mean calendar days.

D. Procedure:

1. Any employee shall present an oral grievance to his/her immediate supervisor within seven (7) days of the occurrence and have the grievance considered.
2. If the grievance is not resolved at step 1, the grievance shall be reduced to writing and filed with the immediate supervisor within seven (7) days of the presentation of the oral grievance in step 1 above.
3. Within seven (7) days of receipt of the written grievance, the supervisor shall meet with the grievant, and at the employee's option, the Association representative to discuss the grievance. The supervisor shall issue a written decision within fourteen (14) days of this meeting.
4. If the grievance is not resolved at step 3 above, the grievant may appeal the decision in writing to the Business Manager within seven (7) days of his/her receipt of the step 3 decision or the date the step 3 decision was due.
5. Within ten (10) days of receipt of the written grievance in step 4 above, the Business Manager will meet with the grievant and, at the option of the employee, the Association representative to discuss the appeal. The Business Manager shall issue a decision within fourteen (14) days of this meeting.
6. If the grievance is not resolved at step 5 above, the grievant may appeal the decision in writing to the Superintendent or Superintendent's designee within seven (7) days of receipt of the decision of the Business Manager in step 5 above or the date the step 5 decision was due.
7. Within ten (10) days of receipt of the written grievance in step 6 above, the Superintendent or the Superintendent's designee will meet with the grievant and, at the option of the employee, the Association representative to discuss the appeal. The Superintendent or the Superintendent's designee, shall issue a decision within fourteen (14) days of this meeting.

8. If the grievance is not resolved at step 7 above, the grievant may appeal the decision in writing to the Board of Education within seven (7) days of receipt of the decision of the Superintendent, or the Superintendent's designee, in step 7 above or the date the step 7 decision was due. Said notice shall be filed with the Superintendent, or the Superintendent's designee, as the agent of the Board.
  9. Within thirty (30) days of receipt of the written appeal (step 8 above), the Board or a committee of the Board shall meet with the grievant and, at the option of the employee, the Association representative, to hear the appeal. The board shall issue a decision within seven (7) days following the regular Board of Education meeting of the month following the appeal hearing. The decision of the Board of Education shall be final.
- E. The failure of a grievant to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal of that particular grievance. Any of the above time limits may, however, be extended by mutual written agreement of the grievant and the Board.
- F. At any level, the failure of the Administration to communicate its decision within the specified time limit shall be grounds for proceeding to the next level of the grievance procedure.
- G. The above grievance procedure shall not interfere with assigned work duties. If the grievance is scheduled during the employee's work time, he/she shall be allowed to attend the hearing without loss of pay.

#### **ARTICLE 9 - PAID HOLIDAYS**

- A. Employees shall be paid for the following holidays:

Labor Day, Thanksgiving Day, the Friday after Thanksgiving, New Years Day, and Memorial Day.

- B. To be eligible for holiday pay, an employee must be an employee on the day of the holiday. To be eligible for holiday pay he/she must have worked his/her last regularly scheduled work day before the holiday and his/her first regular work after the holiday. An employee on an approved paid leave of absence shall be considered to be at work for the purposes of holiday pay. No holiday pay will be paid to an employee on an unpaid leave of absence.
- C. For the purpose of this article the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day. [CLARIFICATION NOTE] It

is understood that the intent of this article is to assure employees that they will be paid for hours normally scheduled on the day of the week (Monday - Friday) on which the holiday occurs. EXAMPLE: An employee is scheduled to work three (3) hours on Mondays, Wednesday, and Fridays and does not work on Tuesdays and Thursdays. This employee would receive three (3) hours pay for Labor Day (Monday), the Friday after Thanksgiving (Friday) and Memorial Day (Monday). The employee would not receive holiday pay for Thanksgiving Day (Thursday).

#### ARTICLE 10 - LEAVES OF ABSENCE

- A. Each bus driver is entitled to one (1) day sick leave per month for a total of ten (10) days sick leave per year. Sick leave may accumulate up to eighty (80) days.
  1. The Board reserves the right to require medical certification of illness prior to granting sick leave or allowing a bus driver to return to work.
  2. An employee who incurs an illness or injury compensable under Worker's Compensation may elect either to accept the Worker's Compensation as full payment and lose no sick leave (except if the employee uses sick leave during the Worker's Compensation waiting period), or the employee may elect to use sick leave at the rate of one-third (1/3) day per day of Worker's Compensation and receive the difference between Worker's Compensation receive and their regular daily pay.
  3. Bus drivers shall be allowed up to three (3) days leave per year for illness in the immediate family (present spouse, parent, child, step child, sibling). Such leave shall be deducted from sick leave. Such leave shall count as part of any leave the employee may be entitled to for such purposes under the family and medical leave act (FMLA).
  4. Each bus driver will be allowed up to three (3) days leave of absence with pay (not deducted from sick leave) in the event of the death of the present spouse, parent, child, sibling, or grandchild. One (1) day will be allowed for a parent-in-law or son/daughter-in-law, grandparent, aunt or uncle. Two (2) more days may be used from accumulated sick days, if needed, with the approval of the Superintendent or his/her designee.
  5. Leave of absence shall be granted for absence when the employee is required to serve on a jury. If the employee is not selected to serve on a jury and is relieved of further obligation, the employee shall report for work. The Board will pay the difference between the jury duty pay and the bus driver's daily rate.
  6. Bus drivers are allowed to take days off without pay to a limit of five (5) days per year upon written permission of the Maintenance/Transportation Supervisor and the Assistant Superintendent. Said request must be made in writing at least seventy-two (72) hours in advance, except in emergencies. A prompt written response to this request will be given by the Administration. In the case of an emergency, a positive verbal response may also be given. Not more than one (1) driver may receive permission on such request on any given day. The granting of a

day off on a particular date will be dependent upon the operational needs of the school district.

7. When a bus driver has exhausted all sick leave benefits and remains unable to return to work as certified by a physician, he/she shall be placed on an unpaid medical leave of absence for the balance of the current school year or until certified as able to return by a physician whichever is sooner. The bus driver on the leave may be replaced by a substitute until the end of the current school year or the driver returns, whichever is sooner. Benefits and seniority do not accrue during such leave.
    - a. Reemployment during the leave shall be the sole discretion of the supervisor and shall depend upon the availability of work. If the position has been posted and filled, the driver (who was granted an unpaid leave) will return to any available position including substitute driving without regard to seniority. At the beginning of the next school year, the driver will be assigned according to seniority.
    - b. If, in anticipation of an extended absence, a driver request in writing an unpaid medical leave of absence, up to twenty (20) days of sick leave may remain unused. Such remaining unused days will be reinstated upon the return to employment of the driver.
  8. Accumulated sick leave earned as a bus driver applies only to persons currently employed as a bus driver. Such leave will not transfer to any other classification or employment with the district. (Example: If a bus driver, is hired as a paraprofessional, leave earned as a bus driver does not count toward absences as a paraprofessional.)
  9. Each bus driver may request one (1) day to conduct urgent personal business (deducted from sick leave) which cannot be conducted outside the work day or vacation periods.
    - a. The employee must apply in writing at least five (5) days in advance except in case of emergency.
    - b. The day shall not be granted the day scheduled before or following a holiday or vacation period or during the first or the last five (5) days of the work year.
    - c. The day shall not be granted in conjunction with per diem leave, for recreational activities, conventions or seeking or engaging in other employment.
- B. Each paraprofessional may earn sick leave credit at the rate of one (1) day per month for each month worked to a maximum of ten (10) days per year. Sick leave may accumulate up to eighty (80) days.
1. The Board reserves the right to require medical certification of illness prior to granting sick leave or allowing paraprofessional to return to work.
  2. An employee who incurs an illness or injury compensable under Worker's Compensation may elect to accept the Worker's Compensation as full payment or lose no sick leave (except if the employee uses sick leave during the Worker's Compensation waiting period), or the employee may elect to use sick leave at the



- rate of one-third (1/3) day per day of Worker's Compensation and receive the difference between Worker's Compensation received and their regular daily pay.
3. Paraprofessionals shall be allowed up to three (3) days leave per year for illness in the immediate family (parent, present spouse, child, stepchild or sibling). Such leave shall be deducted from sick leave. Such leave shall count as part of any leave the employee may be entitled to for such purposes under the FMLA.
  4. Paraprofessionals will be allowed up to three (3) days leave of absence with pay (not deducted from sick leave) in the event of the death of the present spouse, parent, child, sibling or grandchild. One (1) day will be allowed for parent-in-law, son/daughter-in-law, grandparent, aunt or uncle. Two (2) more days may be used from accumulated sick days, if needed, with the approval of the superintendent or his/her designee.
  5. Leave of absence shall be granted for absence when the employee is required to serve on a jury. If the employee is not selected to serve on a jury and is relieved of further obligation, the employee shall report for work. The Board will pay the difference between the jury duty pay and the paraprofessional's daily rate.
  6. Paraprofessionals are to be allowed to take days of without pay to a limit of five (5) days per year upon written permission of the building principal and the Assistant Superintendent. Said request must be made in writing at least seventy-two (72) hours in advance, except in case of emergencies. Not more than one (1) paraprofessional per building may receive permission on such request on any given day unless the building principal otherwise agrees based upon the availability of a replacement. The granting of a day off on a particular date will be dependent upon the operational needs of the school district. A prompt written response to this request will be given by the administration. In the case of an emergency, a positive verbal response may also be given.
  7. When a paraprofessional has exhausted all sick leave benefits and remains unable to return to work as certified by a physician, he/she shall be placed on an unpaid medical leave of absence for the balance of the current school year or until certified as able to return by a physician, whichever is sooner. The paraprofessional on the leave may be replaced by a substitute until the end of the current school year or until the paraprofessional returns, whichever is sooner. Benefits and seniority do not accrue during such leave.
    - a. Reemployment during the leave shall be at the sole discretion of the Supervisor and shall depend upon the availability of work.
    - b. If, in anticipation of an extended absence, a paraprofessional request in writing an unpaid medical leave of absence, up to twenty (20) days of sick leave may remain unused. Such remaining unused days will be reinstated upon the return to employment of the paraprofessional.
  8. Leave earned as a paraprofessional applies only to persons currently employed as a paraprofessional. Such leave will not transfer to any other classification. (Example: If a paraprofessional is hired as a bus driver, leave earned as a paraprofessional does not count toward absences as a bus driver.

9. Each paraprofessional who works a minimum of five (5) hours per day may request one (1) day to conduct urgent personal business (deducted from sick leave) which cannot be conducted outside the work day or vacation periods.
  - a. The employee must apply in writing at least five (5) days in advance except in case of emergency.
  - b. The day shall not be granted the day scheduled before or following a holiday or vacation period or during the first or the last five (5) days of the work year.
  - c. The day shall not be granted in conjunction with per diem leave, for recreational activities, non school conventions or seeking or engaging in other employment.

## **ARTICLE 11 - HOURS OF WORK**

- A. Each employee shall be notified by his/her immediate supervisor of beginning and ending times and number of hours of work per week. For all hours worked in excess of forty (40) hours per week, the employee shall receive one and one half (1 ½) times his/her regular rate of pay.
- B. Breaks
  1. A paraprofessional shall be entitled to two (2) fifteen (15) minute breaks per day, provided he/she is scheduled for at least six (6) hours of work per day.
  2. A paraprofessional shall be entitled to one (1) fifteen (15) minutes break, provided he/she is scheduled for at least four (4) hours of work.
  3. A paraprofessional shall be entitled to one (1) duty free, uninterrupted, unpaid lunch break of thirty (30) minutes for each shift of five (5) hours or more.
  4. A paraprofessional on an unpaid lunch break shall be allowed to leave his/her respective work site during the lunch break, but he/she shall remain at his/her work site for the rest break.
- C. Paraprofessionals who work six (6) or more hours per day shall be notified on or before the annual staff orientation day of the minimum number of days of scheduled work. Such notice will be individualized and will specify the first scheduled work day. The Board retains the right to determine whether or not work is scheduled for paraprofessionals. This notice constitutes a planned schedule and is subject to change due to unforeseen circumstances. This section shall not be construed as a guarantee of the number of days or hours of scheduled work set forth in this notice.
- D. If the work day of a paraprofessional is extended (eg. Field trip) the paraprofessional will be paid his/her hourly rate for the extra time worked.

## ARTICLE 12 - EMPLOYMENT QUALIFICATIONS

- A. A bus driver shall maintain his/her certification with the State of Michigan and fulfill all requirements of certification.
1. As evidence of his/her physical and mental fitness, the bus driver shall have a physical examination which meets State of Michigan guidelines at a frequency required by the State. The Board shall pay the complete cost of this examination if it is performed by a physician designated by the Board.
  2. The Board will pay the actual cost of a commercial driver's license when it comes up for renewal. The annual cost will be determined by the rate charged by the Secretary of State of June 1. The initial cost of a license will be paid prior to employment by the bus driver.
  3. The Board will reimburse a beginning bus driver the cost of bus driver school fees following the completion of fifty (50) days of employment as a bus driver by the Board.
- B. An employee who is required to work with a physically or otherwise handicapped student will receive training necessary to deal effectively with that student.

## ARTICLE 13 - COMPENSATION

- A. Bus drivers shall be paid at the following rates of pay:

	*1997-98	1998-99	1999-00
BEGINNING	\$11.51	\$11.83	**
AFTER ONE YEAR	\$12.22	\$12.56	**
AFTER TWO YEARS	\$12.66	\$13.01	**

\*Compensation for the 1997-98 school year shall be retroactive to December 1, 1997.

\*\* Compensation for the 1999-00 school year shall be increased 2.75% or the percentage increase in the district's foundation grant, whichever is less.

1. For purposes of this section, credit toward experience step increases begins on the first day of work as a regular bus driver for the Lakeshore Public Schools. No experience credit is given for work as a substitute or for work as a bus driver for another employer.
2. Credit for experience increases shall be granted on the regular employment anniversary date in the same classification.

3. All regular bus drivers shall be paid one and one-half times (1 ½) for his/her regular rate of pay for all extra trips over eight (8) hours in one (1) day or for hours on Saturday, Sunday or paid holidays.
  4. On extra trips, that involve an overnight stay, bus drivers shall be paid for driving hours only plus up to six (6) hours per day layover. A bus driver hired as a chaperone will be paid the Federal minimum wage rate per hour for bus riding hours.
- B. Bus drivers who have both a.m. and p.m. runs shall be paid thirty (30) minutes per day for pre-trip inspections and other duties required for the safe and proper operation of a school bus. A total of fifteen (15) minutes shall be added to the scheduled route driving time for this purpose in the morning. For afternoon routes, bus driver shall be paid beginning fifteen (15) minutes prior to the scheduled arrival time at the school building loading area. [EXAMPLE: Scheduled dismissal time at the Junior High is 2:25 p.m., bus drivers will be paid beginning at 2:10 p.m.].
- C. Upon prior approval of the supervisor, a bus driver will be paid fifteen (15) minutes per day for cleaning the inside of the vehicle, if it is kept clean.
- D. Bus drivers shall not be paid for days when school is canceled due to inclement weather or other reasons. Bus drivers shall be paid for up to two (2) such days, provided that the days are counted as days of instruction for state aid purposes and not rescheduled at another time during the year.
- E. Bus drivers will be paid for at least one (1) hour if they are called and report to work prior to a trip or route being canceled.
- F. Bus drivers will be paid two (2) hours per year for the preparation and maintenance of route maps and student lists.
- G. Bus drivers who are learning routes will be paid one (1) normal day's pay for that route. This includes experienced drivers learning new routes or kindergarten routes, provided that the bus driver actually rides the complete route - pick up and take home. The bus driver will be paid his/her regular wage.
- H. Beginning bus drivers shall be paid \$6.40 per hour for attendance at all approved days of bus driver school. Bus drivers shall be paid \$6.40 per hour for pre-approved professional development activities and taking required tests. Experienced bus drivers shall be paid their regular hourly rate for attending bus drivers' school six hours (6) every two (2) years. Bus drivers will be paid at the end of the year. Pay will be prorated if the work year is not completed.

I. Paraprofessionals shall be paid at the following rates:

	*1997-98	1998-99	1999-00
BEGINNING	\$8.17	\$8.39	**
AFTER ONE YEAR	\$8.49	\$8.72	**
AFTER TWO YEARS	\$8.83	\$9.07	**

\*Compensation for the 1997-98 school year shall be retroactive to December 1, 1997.

\*\* Compensation for the 1999-00 school year shall be increased 2.75% or the percentage increase in the district's foundation grant, whichever is less.

1. For purposes of this section, credit toward experience step increases begins on the first day of work as a paraprofessional for the Lakeshore Public Schools. No experience credit is given for work as a substitute or for work with another employer.
2. Credit for experience increases shall be granted on the regular employment anniversary date in the same classification.

J. Paraprofessionals who are regularly scheduled to work in an elementary library for six (6) hours or more shall be paid a premium of \$.25 per hour for those hours worked in the elementary library.

K. Paraprofessionals shall not be paid for days when school is canceled due to inclement weather or other reasons. Paraprofessionals who work four and one-half (4 ½) hours or more per day shall be paid for up to two (2) such days, provided that the days are counted as days of instruction for state aid purposes and not rescheduled at another time due the year.

#### ARTICLE 14 - EXTRA TRIPS

A. An extra trip shall be defined as a trip, other than a regular route or a kindergarten route, that requires a bus driver to drive a school bus outside the boundary of the Lakeshore Public School District. Extra hours of work which do not qualify as an extra trip as defined above shall be assigned to bus drivers in most fiscally and efficient manner as determined by the supervisor.

1. Bus drivers shall be used on all extra trips involving school buses owned and operated by the Lakeshore Public School District. CLARIFICATION NOTE: The term "school bus" shall refer to a vehicle: 1) defined by law as a school

bus; and 2) which requires a CDL certified school bus driver. Nothing contained herein shall restrict the use of non bargaining unit personnel as provided in Article III.

2. All extra trips are posted on the bulletin board as they are approved. Athletic seasonal lists are also posted. These postings are informational and subject to change as circumstances may require.
- B. Extra trips during the week will be handled separately from extra trips during the weekend. Separate lists will be established for each of these types of trips. Each list will contain the names of all bus drivers and the total number of hours spent by each driver on the extra trips during the then current school year. Although the extra trip lists will be updated periodically, it is recognized that the lists used to make assignments may not accurately reflect driver hours or be up to date. When trips become available, the transportation director shall assign the extra trip to the driver who has the least number of hours on the applicable extra trip list. If that driver declines, the trip will be assigned to the driver who has the next least number of hours on the applicable extra trip list and repeat this process until the trip is assigned. The driver must respond immediately when offered a trip. The transportation supervisor may deviate from the aforementioned procedure in the event it is not feasible to follow the procedure due to short notice. Actions and decisions of the transportation supervisor shall not be the subject of grievances and shall be excluded from the grievance procedure.
- C. A driver that refuses a trip will be charged for that trip if the circumstances are within his/her control. This will be accomplished by adding the hours for the trip to the driver's hours on the extra trip list as if the driver had accepted and driven the extra trip. The following are examples of circumstances not deemed to be within the control of a driver:
1. The driver is subpoenaed to appear in court or is scheduled for jury duty;
  2. The driver has an immediate family emergency (e.g., death in family, family members taken to hospital);
  3. The driver has an appointment made by the school.
- D. When a trip is accepted by a driver and another trip becomes available for any reason the driver of the first trip may not change. The driver must stay with his/her first choice.

Examples of availability:

1. driver becomes ill
2. trips called in late.

- E. If a driver has been sick for less than three (3) days, he/she will not be charged for any trips.
- F. If a driver has been sick for more than three (3) days, he/she will be charged after the third day as though the driver refused the trip.
- G. When there is no school and a trip comes up, the driver who is next on the list may refuse that trip and not get charged for that trip. This section only applies to the following situations:
  - 1. Christmas or holiday break, spring break, summer break
  - 2. Scheduled days off by the school (record day, teacher conference days etc.)
- H. If a trip is posted and the trip is an overnight trip, the driver that has been offered the trip can refuse and will not be charged for that trip.
- I. If a driver is assigned an extra trip and is unable to drive the extra trip, the supervisor can assign another driver to the extra trip without following Section B where time does not permit the supervisor to follow Section B.
- J. A driver of a kindergarten route is not eligible for an extra trip which conflicts with or overlaps the kindergarten route.
- K. The supervisor may require a driver to driver his/her regular run rather than an extra trip awarded to the driver if there is an emergency.
- L. If a driver accepts a trip and later decides to refuse the trip, the driver will be double for the refusal unless the refusal is for one of the reasons set forth in Subsections C-1,2 or 3.
- M. Section B is considered to be agreed upon for a trial basis. In the event problems are experienced with the procedure set forth in section B, the Board may change the language in section B to the language in the predecessor collective bargaining agreement which expired August 31, 1997.

## **ARTICLE 15 - BENEFITS**

- A. Employees regularly scheduled to work more than fifteen (15) hours per week shall be provided \$10,000 face value term life insurance through a carrier determined by the Board. The Board of Education shall not be responsible for coverage during any period that the employee is not actually enrolled for coverage with the carrier.

- B. Each bus driver shall receive \$85.00 for the purchase of an appropriate bus driver uniform.
- C. Severance pay shall be paid to all paraprofessionals who work six (6) hours per day and all regular bus drivers according to the following schedule:
  - 1. \$20.00 per year after 5 years but less than 10 years;
  - 2. \$30.00 per year after 10 years but less than 15 years;
  - 3. \$40.00 per year after 15 years but less than 20 years;
  - 4. \$50.00 per year after 20 years (maximum \$1000.00)

Years of credit are allowed only for years as a paraprofessional working six (6) hours per day or as a regular bus driver.
- D. The Board shall reimburse all bus drivers for meal expense on extra trips that exceed six (6) hours.
  - 1. For the purpose of this provision, the time spent on a regular route may be included as part of the six (6) hours if:
    - a. the trip immediately precedes or follows the regular route; or
    - b. the bus driver is away from the vicinity of his/her home at the normal mealtime due to his/her bus driving duties.
  - 2. The reimbursement shall be for the actual cost of the meals to a maximum rate of \$3.50 for breakfast, \$4.50 for lunch, and \$7.50 for the evening meal - actual cost will be determined by a receipt or, when receipts are not available, an itemized statement signed by the bus driver.
- E. An employee may, through payroll deduction, purchase insurance if the carrier agrees and such action does not affect Lakeshore Public Schools' individual group rate for other employees.

#### **ARTICLE 16 - MISCELLANEOUS PROVISIONS**

- A. Upon ratification by both parties, copies of this Agreement will be printed by the Board and each employee will be given a copy. New employees will be given a copy of this Agreement upon employment. Additional copies will be provided for the use of the Association.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which are inconsistent with its terms and conditions.
- C. If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law then such provision will be deemed null and void except to the extent permitted by law, but all other provisions shall remain in full force and effect.



- D. The Board and the Association agree that video cameras may be placed on school buses for the purpose of improving student behavior and accordingly student safety on district buses. This shall not be construed to limit the district's right to use the video tape to facilitate bus driver improvement. It is agreed that after bus cameras are installed on district buses, meetings will be held periodically involving the bus drivers and appropriate administrative personnel to determine the effectiveness of the system and how it can be used to the greatest benefit of improving student behavior. Such meetings will also be conducted in the event there are concerns regarding repair or replacement of video cameras or adjustment of video camera mounts.

#### **ARTICLE 17 - NEGOTIATION PROCEDURES**

- A. This Agreement may be extended only by mutual written consent of the parties.
- B. The parties agree to enter into negotiations on a successor Agreement, upon request of either party, within sixty (60) days prior to the expiration of this Agreement.
- C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, provided, however, either party may request to the other that specific proposed clauses be negotiated and upon mutual agreement the parties may enter into negotiations thereon.
- D. The Board will not negotiate with any other labor organization other than the Association for the duration of this Agreement with respect to the wages, hours and working conditions of employees included in the bargaining unit.
- E. Both parties agree that upon ratification of this Agreement, that negotiations between the parties on wages, hours, and working conditions for employees within the bargaining unit are closed until bargaining begins on a successor Agreement. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

#### **ARTICLE 18 - SAFETY IN THE WORKPLACE**

To the extent permitted by law and Board policy, an employee may use reasonable physical force upon a pupil as may be necessary:

- A. To restrain or remove a pupil whose behavior is interfering with the orderly

exercise and performance of school district or public school academy functions, within a school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.

- B. For self-defense or the defense of another.
- C. To prevent a pupil from inflicting harm on himself or herself
- D. To quell a disturbance that threatens physical injury to any person
- E. To obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
- F. To protect property.

### ARTICLE 19 - DURATION

- A. This Agreement shall be effective upon ratification by both parties and shall remain in effect until June 30, 2000. The wage increase will be retroactive to December 1, 1997 and will cover only those employees in the bargaining unit as of the date of ratification.
- B. It is understood that the entire Agreement or any part thereof may be modified during the term of the Agreement by mutual written agreement of the parties.

In witness thereof, the parties have executed this Agreement by their duly authorized representatives:

FOR THE ASSOCIATION:

FOR THE BOARD:

Trudy M. Manama

Donald J. Frank

Chel Lynn Schradew

Scott J. Barger

John T. Keller

Mark J. Fisher

Barbara L. Pombier

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Mary L. Bergik

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Robert E. Lulke

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Mary Ann Mierau