

8/30/93

COLLECTIVE BARGAINING AGREEMENT

1990-91 1991-92 1992-93

between the

**BOARD OF EDUCATION of the BERRIEN COUNTY
INTERMEDIATE SCHOOL DISTRICT**

and the

**MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

Berrien County Intermediate School District

COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made and entered into this 6th day of September, 1990 by and between the BOARD OF EDUCATION of the BERRIEN COUNTY INTERMEDIATE SCHOOL DISTRICT, Berrien Springs, Michigan, thereafter referred to as the "Employer", and the MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, M.E.S.P.A. hereinafter referred to as the "Association,"

WITNESSETH:

ARTICLE I - PURPOSE AND INTENT

SECTION 1: PURPOSE

The general purpose of this Agreement is to set forth the wages, hours, and other terms and conditions of employment which shall prevail for the duration of this Agreement, and to promote orderly and peaceful labor relations between the Employer and the Association for the mutual benefit of the public, the Employer, the Association and the employees.

SECTION 2: RECOGNITION

The Employer, pursuant to the certification of the Michigan Employment Relations Commission dated January 9, 1979, recognizes the Association as the exclusive representative of all employees in the bargaining unit with respect to rates of pay, wages, hours of employment, and other conditions of employment.

SECTION 3: EMPLOYEE DEFINED

The word "employee" as used herein shall mean all "regular bus drivers." i.e., employees hired on a regular basis by the Intermediate School District to drive district-owned school buses on assigned regular routes, and "bus attendants," i.e., employees hired on a regular basis by the Intermediate School District to assist in managing, loading and unloading children who are transported on district-owned school buses. Excluded: all substitute and temporary employees, bus mechanics, supervisory personnel and all other employees.

ARTICLE II - MANAGEMENT RIGHTS

SECTION 1: The Employer, on its behalf, and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitations, 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.

SECTION 2: The exercise of the foregoing powers, rights, authority, duties and the responsibilities by the Employer, the adoption of policies, rules, and 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 thereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

SECTION 3: The Employer shall have the right to deduct from the pay of each employee such amounts as may be required by law or as may be legally due the Employer from the employee, together with such additional sums as may be mutually agreed upon by the Employer and the employee.

ARTICLE III - ASSOCIATION RIGHTS

SECTION 1: BULLETIN BOARDS

The Association shall have the right to use a designated bulletin board or section thereof within the Blossomland Learning Center for the purpose of giving notice of Association activities, provided, however, that in no event shall anything derogatory to the Employer or any employee be placed or be allowed to remain on this board. All postings shall bear the signature of an officer of the Association which shall accept total responsibility for these postings and their timely removal.

SECTION 2: EQUIPMENT

The Association shall with prior administrative approval have the right to use regular school typewriters, mimeograph machines, other duplicating equipment, and calculating machines when such equipment is not otherwise in use. Equipment may not be removed from the premises. The Association shall pay for the cost of all materials and supplies incident to such use, shall be responsible for proper operation of all said equipment, and shall reimburse the District for any damage occurring while in Association use.

SECTION 3: FACILITIES

The Association, while this contract is in full force and effect, shall have the right to use school building facilities for meetings, provided (a) such meetings are scheduled at hours other than working hours, (b) the requested facilities are not in use, and (c) advanced permission has been obtained from the administration in accord with established regulations and procedures. All added costs shall be reimbursed to the Employer by the Association.

SECTION 4: STATE ASSOCIATION REPRESENTATIVES

Duly authorized representatives of the State Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.

SECTION 5: ASSOCIATION BUSINESS

The duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided that such activities take place outside of working hours and do not interfere with or disrupt district operations. In no instance shall the Employer pay for employees or substitutes for employees while they are performing Association business, except as hereinafter provided.

SECTION 6: STEWARD

The Association shall have the right to identify one member of the bargaining unit as steward who may represent an employee when requested to do so by that employee. An alternate steward may be appointed in the absence of the regular steward. The Association shall notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person. Such notification shall remain in effect until superseded by a new written notice. Should the steward be required to attend a meeting scheduled by management during working hours, he shall do so without loss of pay. In no instance, however, shall additional hours required for such meetings be paid.

SECTION 7: DUES CHECKOFF

- A. The Employer shall deduct dues, or service charges, from any employee from whom they have written authorization. The Association shall submit to the Employer in September of each year a list of active members of the Association.
- B. The authorized deduction of dues, and service charges, shall be made from a regular paycheck each month-- September through June. The Employer agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made within thirty (30) calendar days. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Employer.

ARTICLE IV - WORK SCHEDULE, COMPENSATION AND BENEFITS

SECTION 1: WORK SCHEDULE AND DUTIES

Items related to work schedules and duties shall be as set forth in "ADDENDUM A".

SECTION 2: REGULAR COMPENSATION

The basic compensation for bargaining unit employees shall be as set forth in "ADDENDUM B".

SECTION 3: OVERTIME COMPENSATION

- A. Hours worked by an individual employee in excess of forty (40) hours per week, based on average daily time, shall be paid at one and one-half (1.5) times the regular compensation rate for that employee.
- B. Hours worked on Saturdays, Sundays or holidays shall be paid at one and one-half (1.5) times the regular compensation rate for that employee.
- C. Overtime work must be scheduled and authorized in advance by the Employer.

SECTION 4: FRINGE BENEFITS

Items related to fringe benefits shall be as set forth in "ADDENDUM C".

ARTICLE V - LEAVES OF ABSENCE

SECTION 1: PAID SICK LEAVE

Each bargaining unit employee shall be credited with sick leave days as set forth in "ADDENDUM B". The use of paid sick leave shall be limited to the number of days then credited to that employee and to:

- A. Necessary absence due to the personal illness or disability of the employee.
- B. Physical examinations, medical, dental, or other health treatments which cannot be deferred and which cannot be scheduled outside of the employee's scheduled work time.
- C. Two (2) days per year to arrange for the care of a member of the employee's household who is ill or undergoing surgery. This shall also apply to the parent of an employee who has primary responsibility for his/her care, even though the parent may not be a member of the employee's household.
- D. Two (2) days per year to take care of business which requires the employee's presence and is of such a nature that it cannot be attended to at a time when the employee is not scheduled to work. One of the two days shall not be deducted from sick leave and, except in emergencies upon approval of the Supervisor, shall not be allowed on days contiguous to holidays or on or before weekends contiguous to holidays. Use of this day is subject to Administrative approval. Business leave shall not be for such activities as: recreation, social functions, vacations, shopping, marriage or honeymoons, seeking other employment, association business, or other similar

purposes. Except in emergency, a written request shall be submitted for approval to the Director of Special Education, or his Designate, at least forty-eight (48) hours in advance. It is expressly understood that all leaves taken under this provision shall be in keeping within the intent of the contract. Abuse or falsification of business leave shall be considered just cause for discipline, demotion, or termination.

- E. Worker's Compensation insofar as herein limited below.

SECTION 2: ANTICIPATED PROLONGED DISABILITY LEAVE:

Prolonged leave for disability that is anticipated to cause absence for five (5) or more consecutive work days (such as scheduled surgery or confinement to home or hospital, including maternity) is available to employees without pay and fringe benefits subject to the following conditions and limitations:

- A. Maximum leave is for six (6) months and renewable at the discretion of the Board upon request.
- B. Written request must be made to the Director of Special Education at least sixty (60) days in advance, except in emergencies. Such request should contain the projected dates of absence and include from a physician statements of the employee's disability, that the employee is medically able to continue to work until the date requested, and a statement of the anticipated termination date based upon the employee's prospective ability to return to work. Insofar as possible, the leave should be scheduled on nonwork days or in conformance with scheduled breaks in the school year.
- C. The Board reserves the right to require written verification from a physician regarding the employee's ability to continue in the employee's assigned duties or to return to work upon expiration of the leave. If the verification is to be done by the Board's physician, the Board shall bear the cost.
- D. The employee should notify the Board of intent to return at least thirty (30) days in advance of the termination date. Notification shall include a physician's statement of ability to return to full-time work. Re-employment shall commence upon the date set by the Board at the time of granting, providing there is a position vacant and available for which the employee is deemed qualified as determined by the Board. If no position is available, the employee shall be subject to the layoff and recall provision of this Agreement. Failure to return from leave on the date requested shall be conclusively deemed a termination, unless mutually agreed upon prior to said date.

- E. An employee may make written request to the Director of Special Education for extension of the leave due to the continued existence of the disability or early termination prior to the expiration date of the leave granted by the Board; however, the Board reserves the right and sole discretion to approve such requests on the basis of each individual case.
- F. In lieu of the above provisions for anticipated prolonged disability leave, an employee shall have the option of using whatever sick leave benefits may be available for that employee, but only for the duration of the actual incapacity. It is expressly understood that this shall not include normal child care where the anticipated prolonged disability is related to pregnancy. An employee shall not be entitled to utilize an anticipated prolonged disability leave if the employee instead chooses to receive sick leave benefits for the anticipated prolonged disability.
- G. In the event of any legal action brought against the Association in a court or administrative agency because of the enforcement of this Section found in the 1985-86 Agreement, the Employer agrees to defend such action at its own expense and through its own counsel.

The Employer agrees that in any action so defended, it will indemnify and hold harmless the Association from any and all liability for damages and costs imposed by a final judgment of a court or administrative agency as a result of the Employer's enforcement of this Article V, Section 2.

The Association agrees not to be a moving party in any such legal action, but might provide legal council for a member to the extent required by law.

SECTION 3: WORKER'S COMPENSATION

Each employee shall be covered by applicable Worker's Compensation. Any employee who is absent from work because of injury or disease compensable under the Michigan Worker's Compensation Law may elect to receive from the Employer the difference between the allowance under the Worker's Compensation Law and his regular wages as computed on the basis of "average daily time." Days absent shall be deducted from accrued sick leave at the rate of one-third (1/3) day of sick leave for each day claimed.

SECTION 4: JURY DUTY

An employee, who is summoned for jury duty and is unable to be excused therefrom, shall for each day upon which he performs these duties and on which he would otherwise have been scheduled to work be paid the difference between what the employee receives from the court as a daily fee and what he would have earned from employment with the Employer on that day. The daily rate shall be computed on the "average daily time." To receive the above payment

the employee must provide the Employer with prior written proof of being summoned and with satisfactory evidence as to the amount he was paid by the court for such duty.

SECTION 5: FUNERAL LEAVE

Up to five (5) paid days may be granted to an employee to attend funeral and related services upon the death of a member of the employee's immediate family, specifically: present spouse, children, or step-children; or upon the death of an employee's father, mother, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, or sister-in-law.

All such days up to five (5) per year shall not be deducted from sick leave. Any such days in excess of five (5) per year shall be deducted from sick leave. Approval of days in excess of five (5) per year shall be contingent upon availability of sick leave days.

SECTION 6: LEGAL LEAVE

Legal leave may be used subject to the following conditions and limitations:

- A. An employee, who is summoned or subpoenaed as prescribed by law, shall be entitled to legal leave for those dates indicated.
- B. The employee shall provide the Director of Special Education written proof of the summons or subpoenae and, upon return from legal leave, provide the Director with satisfactory evidence as to the amount the employee was paid by the court.
- C. The amount of compensation paid by the court (if any) shall be deducted from the employee's daily salary so that the net effect will be no loss of pay.
- D. Legal leave is not applicable when the employee is under court order to appear in his/her own defense for a violation of the law and to which he/she pleads or is found guilty. In cases where "plea bargaining" or "out of court settlement" has left innocence or guilt unresolved in court, the Administration shall make a reasonable determination of availability of this leave after due investigation and hearing of the employee. In cases where the employee is a co-defendent with the District, leave may be granted as reasonable and necessary.
- E. Excluded from this provision shall be appearances related to any action wherein the employee or association has filed suit or brought charges against his/her employer or its constituent districts.

SECTION 7: LEAVES OF ABSENCE WITHOUT PAY

Leaves of absence without pay or benefits not to exceed one (1) year, may be granted without loss of seniority for a prolonged illness of the employee, present spouse, or member of the "immediate family" as defined in ARTICLE V, SECTION 5.

ARTICLE VI - SENIORITY

SECTION 1: PROBATIONARY PERIOD

- A. New employees hired into the bargaining unit may be required to undergo a probationary period of forty (40) working days, actually worked in that classification in the district, with a ten (10) working day extension if deemed appropriate. Upon satisfactory completion of the probationary period, the employee shall obtain seniority status and his name shall be entered upon the seniority list as of the date of commencement of regular employment. Prior experience may be considered as a basis for reduction of the probationary period.
- B. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period, except that the evaluation, discipline, or termination of such probationary employee shall not be subject to the grievance procedure.
- C. Sick leave credit shall accrue during the probationary period. If a paid holiday falls within a probationary period, the employee shall not be paid for such holiday as per the Agreement.

SECTION 2: SENIORITY DEFINED

Seniority shall be defined as an employee's length of continuous service as a regular employee of this Employer. System seniority shall commence on the date of commencement of regular employment. Classification seniority shall commence on the date on which an employee is assigned regularly to a classification in the bargaining unit. For the purpose of both system and classification seniority, the following shall apply:

- A. In the event two (2) or more employees are assigned to a classification or begin work on the same day, these employees shall be placed on the seniority list in alphabetical order of their last names.
- B. The seniority of an employee on an authorized leave of absence shall be frozen for a period not to exceed one (1) school year.

SECTION 3: SENIORITY LISTS

The Employer shall prepare and maintain seniority lists as defined in this ARTICLE. The initial seniority list(s) shall be prepared within thirty (30) days after the effective date of this Agreement, semi-annually thereafter in October and March, and copies shall be furnished to the Association President. The Association shall notify the Employer of any error within fifteen (15) days from and after receipt thereof.

SECTION 4: LOSS OF SENIORITY

Seniority shall be lost if the employee:

- A. Voluntarily quits;
- B. Is discharged and the discharge is not reversed through the procedure set forth in this Agreement;
- C. Retires;
- D. Is laid off for a continuous period of time in excess of thirty-six (36) months;
- E. Is willfully absent for three (3) regularly scheduled working days without approval of the Employer;
- F. Fails to return to work upon the expiration of a leave of absence or extension thereof as herein provided or accepts full-time employment elsewhere while on authorized leave of absence, except in valid emergencies; or
- G. Otherwise terminates his employment relationship with the Employer.

ARTICLE VII - REDUCTION OF STAFF

SECTION 1: LAYOFF PROCEDURE

If the Employer determines to reduce the work force, employees shall be laid off according to their seniority within their classification, provided there are employees with seniority who are available, qualified and who have the then-present ability and physical fitness to satisfactorily perform the work to be done. Written notice of layoff shall be made to the affected employees at least ten (10) calendar days prior to the layoff. School year employees not being recalled from summer recess at the time school would normally begin shall also be given written notice at least ten (10) calendar days prior to the normal start of school.

SECTION 2: RECALL PROCEDURE

Employees will be recalled in the inverse order of that specified in SECTION 1. Notice of Recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report to the Employer within fifteen (15) calendar days from the date of first notice by the Post Office of Notice of Recall, he shall be considered as quit.

ARTICLE VIII - VACANCIES AND TRANSFERS

SECTION 1: VACANCIES

- A. Vacancy Defined. A vacancy shall be defined as any position subject to this Agreement, either a newly created position or a present one that is not filled, excluding temporary vacancies to which an employee has been granted the right of return.
- B. Posting. All vacancies shall be posted for five (5) workdays on the designated bulletin board.
 - 1. Interested employees must apply in writing for the posted vacancy during the posting period.
 - 2. It will be the employee's responsibility for contacting the Employer if they wish to apply for any job opening that occurs while they are on vacation or otherwise absent.
 - 3. A posted position may be filled on a temporary basis for no more than forty (40) work days.

SECTION 2: TRANSFERS

- A. Transfers Defined. Transfers shall be defined as re-assignment to a job in another classification. The Employer shall have the right to transfer an employee for a period not to exceed forty (40) work days. Notice of transfer shall be given in writing to the employee and to the Association. After forty (40) days the employee shall have the right to request return to his former classification. Such request shall be submitted at least ten (10) calendar days before the expiration of the forty (40) day transfer.
- B. No employee may request a transfer more than once in a school year. Where an employee refuses a transfer, he shall not be permitted to contest the seniority of one who does take the job. However, he shall not be disqualified from accepting further transfers in the future.
- C. Employees who are transferred shall be subject to the probationary period in the new classification. If the employee's performance is not satisfactory during probation, he shall be returned to his former job without loss of seniority. If the employee decides during the probationary period that he wishes to return to his former job, he may do so without loss of seniority.
- D. Employees transferred to another classification within this Agreement shall be paid at the negotiated rate for that classification.

ARTICLE IX - GRIEVANCE PROCEDURE

SECTION 1: GRIEVANCE DEFINED

A grievance shall be defined as an alleged violation of the specific terms of this Agreement.

SECTION 2: GRIEVANCE LEVELS

- A. Informal Adjustment. Prior to filing a written grievance, the Grievant shall meet with the Immediate Supervisor within ten (10) working days of the event for the purpose of attempting to adjust such alleged grievance without further proceedings.
- B. Written Grievance. If the grievance is not satisfactorily resolved at the informal conference, the Grievant shall have five (5) working days within which to file with the Employer a written grievance, which grievance shall include:
 - 1. An identification of the Grievant(s);
 - 2. The date of the event;
 - 3. The specific facts upon which the grievance is based;
 - 4. The applicable portions(s) of the Agreement to be interpreted;
 - 5. The specific relief requested;
 - 6. The date of the grievance; and
 - 7. The signature of the Grievant.

A reply shall be filed within ten (10) working days from the receipt of the written grievance.

- C. If the reply is not satisfactory, the Grievant shall have five (5) working days within which to appeal the grievance to the Director of Special Education. Within ten (10) working days of the receipt of this appeal, the Director of Special Education or his designate shall hold a conference with the Grievant and within ten (10) working days thereafter forward his disposition of the grievance in writing to the Grievant.
- D. If the disposition of the grievance by the Director of Special Education is not satisfactory, the Grievant shall have five (5) working days from receipt of the disposition to appeal the grievance to the Superintendent. Within fifteen (15) working days of the receipt of this appeal, the Superintendent or designate shall hold a conference with the Grievant and an association representative and within fifteen (15) working days thereafter forward his disposition of the grievance in writing to the Grievant.

- E. If the disposition of the grievance by the Superintendent is not satisfactory, the Grievant shall have five (5) working days from receipt of the disposition to appeal the grievance to the Board of Education. Within thirty (30) working days of the receipt of this appeal, the Board of Education shall hold a hearing of the matter and within fifteen (15) working days thereafter forward their disposition of the grievance in writing to the Grievant.

SECTION 3: GENERAL PROCEDURES

- A. Exclusions. The grievance procedure shall not apply to:
 - 1. The dismissal of any probationary employee;
 - 2. Any provision of the Agreement which contains an express exclusion from this procedure.
- B. Withdrawals and Denials. Any grievance which is not filed or any request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be automatically raised to the next level upon written notification from the Grievant.
- C. Timelines. Timelines at any step may be extended by mutual consent of the parties.

ARTICLE X - EVALUATION, PERSONNEL RECORDS, DISCIPLINE

SECTION 1: EVALUATION

Each employee shall be evaluated at least once each school year by the immediate supervisor. Probationary employees shall be evaluated at least once before the end of the probationary period. Evaluations shall be placed in the personnel file.

SECTION 2: PERSONNEL RECORDS

Each employee shall have the right, no more frequently than twice annually and upon written request, to review the contents of his own personnel file, except confidential matters such as placement credentials, employee references supplied to an employer that would reveal the identity of the person making the reference, materials which disclose an employer's staff planning regarding more than one employee, medical reports and records if available from other sources, all other information not required for disclosure in the Bullard-Plowecki Employee Right to Know Act of 1978.

No material originating in the School District after original employment, which reflects adversely on the employee's work record, shall be placed in his personnel file unless the employee has been furnished an opportunity to review such material. The employee may submit a written response to such adverse material and the same shall be attached to the file copy in question.

The employee will be informed of the date, time, and place for the personnel file review, which must be performed in the presence of an administrator.

A representative of the Association may, at the employee's request, accompany the employee in this review.

SECTION 3: DISCIPLINE

No non-probationary employee shall be disciplined, which shall include written warnings or reprimands, suspension, demotion and discharges, without just cause. Any employee, including probationary, shall be entitled to have present a representative of the Association when he is being disciplined, and the reasons for disciplinary action shall be made known to the employee. When a meeting is scheduled for the express purpose of disciplining an employee, the employee shall be informed of her right to Association representation.

ARTICLE XI - NO STRIKE CLAUSE

SECTION 1: CONCERTED ACTIVITIES

The Association agrees that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike. Strike shall be defined to include slowdowns; stoppages; sit-ins; picketing; boycotts; work stoppage of any kind; the concerted failure to report for duty, the willful absence from one's position, or abstinence in whole or in part from the full, faithful, and proper performance of one's assigned duties; the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment; and any other concerted activities having the effect of interrupting work or interfering with the operation of any of the facilities of the District.

SECTION 2: VIOLATION

In the event of any violation of this ARTICLE each employee who participates in or encourages such action may be subject to disciplinary action including discharge without recourse to the grievance procedure.

SECTION 3: ASSOCIATION RESPONSIBILITIES

In the event of any such violation of this ARTICLE, the Association shall encourage the return of the employees to work as expediently and quickly as possible by:

- A. Taking prompt, affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Association disavows their action.
- B. Delivering immediately to the Board a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and
- C. Taking such other action which is reasonable and appropriate to bring about compliance with the terms of this agreement.

ARTICLE XII - GENERAL PROVISIONS

SECTION 1: NOTICES

Any written notice given pursuant to this Agreement shall be addressed and delivered as follows:

- A. Employer Berrien County Intermediate School District
711 St. Joseph Avenue
Berrien Springs, Michigan 49103
- B. Association: Michigan Educational Support Personnel
Association
104 West Ferry Street
Berrien Springs, Michigan 49103
- C. Employee: As set forth in the records of the Employer or to such other address as a party or an employee shall hereafter furnish in writing. Any communication addressed to an employee at his last address on record with the Employer shall constitute legal notice to the employee of the contents of such communication.

SECTION 2: DUPLICATION OF AGREEMENT

The parties shall share equally the cost of furnishing a copy of this Agreement to each employee who is employed in the bargaining unit during the terms of this Agreement.

SECTION 3: VALIDITY OF AGREEMENT

If, during the life of this Agreement, any of the provisions contained herein are found to be invalid by operation of law by a tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be affected thereby.

In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

SECTION 4: ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Association and the Board. The waiver of any breach, term or condition of the agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

SECTION 5: WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 6: CONTRACTING AND SUB-CONTRACTING OF BARGAINING UNIT WORK

The Employer shall have the right to contract or sub-contract unit work for which it does not have either the proper manpower, equipment capacity or ability to perform, or which can be performed in a more efficient and economic manner through contracting.

"Bargaining Unit Work" for purposes of this section shall be defined as work performed within bargaining unit classifications and supported directly and finally by Berrien County Intermediate School District funds, i.e., not provided on a "charge-back" or "gratis" basis to other organizations.

Subject to the above provisions and excluding administrators, mechanics, and substitutes, the employer agrees that bargaining unit drivers will be assigned to district-owned school buses when transporting Blossomland Learning Center students to and from school or on Special Trips as provided in ADDENDUM B., SECTION 1.

Should Bryfern or related facility housing severely mentally impaired students require transportation to the Blossomland Learning Center, the Administration will meet with representatives of the Association to discuss transportation alternatives.

SECTION 7: DEFINITIONS

- A. Captions. Captions are included only for convenience of reference and shall not modify in any way any of the provisions contained herein.
- B. Employee. For purposes of this Agreement, "employee" shall refer to any employee who is included within the scope of the bargaining unit.

SECTION 8: MASCULINE INCLUDES FEMININE

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

ARTICLE XIII - DURATION

This Agreement shall become effective (except as noted in addenda A and C) as of the 27th day of August, 1990, and the terms and provisions thereof shall remain in full force and effect through the 30th day of August, 1993. All annual terms and conditions shall become effective on September 1 of each year, except as otherwise provided. Either party hereto shall notify the other in writing prior to June 1, 1993, of its intention to re-negotiate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Berrien Springs, Michigan on the 6th day of September, 1990.

EMPLOYER:

ASSOCIATION:

BERRIEN COUNTY INTERMEDIATE
SCHOOL DISTRICT

MICHIGAN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

By Sharon Kalling
 Its President - Sharon Kalling
 By Jerry Reimann
 Its Secretary - Jerry Reimann
 By Jim Palm
 Its Chief Negotiator - Jim Palm

By Nancy McDonald
 Its President - Nancy McDonald
 By Florence Fairbanks
 Its Team Member - Florence Fairbanks
 By Carol Pisarsky
 Its Team Member - Carol Pisarsky
 By Joyce Ballard
 Its Team Member - Joyce Ballard
 By Jack York
 Its M.E.A. - Exec. Dir. - Jack York

ADDENDUM A

WORKING CONDITIONS

SECTION 1: GENERAL DUTIES

Emergency procedures demand that all drivers and attendants be physically able to lift and/or carry students to safety. Drivers and attendants shall also be expected to assist in loading and unloading, although this responsibility will be shared with other personnel when available and feasible.

SECTION 2: WORK YEAR

The work year shall begin on the first day of scheduled classes for children each year and extend to the last day of classes scheduled in the regular school year. Up to two (2) additional days may be scheduled for orientation and inservice. Drivers shall also attend the Summer Workshop unless excused by the Transportation Supervisor. Valid emergencies shall be considered just reason for non-attendance.

SECTION 3: ASSIGNMENT OF RUNS

The Employer shall have the right to assign all routes and runs, including summer runs, as well as equipment and housing thereof, so as to maximize efficiency and minimize cost. The Employer agrees that drivers as a total group will not all be required to house buses at the garage without previous consultation with the Association.

The Employer further agrees that when a change in bus housing is made for any particular driver, that driver shall be compensated at the mileage reimbursement rate for travel between his residence and the dispatching point for the remainder of the regular work year.

In the event that an attendant is reassigned to another route or the route changes so that it would require that attendant to provide his/her own transportation, that attendant shall be compensated at the mileage reimbursement rate for travel between his/her residence and a boarding point for the remainder of that regular work year.

SECTION 4: SUMMER WORK

All buses shall be housed at the Berrien Springs Bus Garage from the last day of the regular school year to the first day of the following school year. Summer runs shall be assigned from a seniority listing of employees who have expressed a desire to work summer runs. Routes will be planned prior to assignment of drivers. Upon assignment of drivers, the driver's place of residence shall be matched to the location and path of the summer route. Those drivers that reside "on route" (i.e., housing the bus at home would not increase required daily costs) may be permitted to keep their buses at home during that portion of the summer when the vehicle is not scheduled for maintenance. Those drivers that reside "off route" shall be required to keep their buses at the Berrien Springs Bus Garage or other identified bus yard for the duration of the summer and shall be required to provide their own

transportation to and from the bus housing at their own expense. All bargaining unit members on the list shall be offered a run before it is assigned to a non-unit employee. All terms and conditions of this Agreement shall apply to summer employees. Summer work shall be deemed work in addition to the regular work year. Employees not hired during the summer shall not be eligible for unemployment compensation. Regular drivers working during the summer as bus attendants shall be compensated at the "after probation" rate for bus attendants.

SECTION 5: DRIVER RESPONSIBILITY FOR EQUIPMENT

Bus drivers shall not be responsible for loss or damage to buses, equipment, or articles left on buses, except radios, if not due to driver negligence or carelessness.

SECTION 6: SCHOOL CLOSING

It is the employees' responsibility to listen to the radio for school closings. Students from districts that are closed shall not be picked up nor are the additional miles to be driven. If all districts on a route are closed, no run shall be made. The first two days each year schools are closed and announcement of the same is made prior to 12:01 a.m., of the day of the closing, the employees shall be paid for their "average daily time" for the two days of the closing.

After the first two days of closing, if the closing has been announced by radio prior to 12:01 a.m., of the day of the closing, there shall be no compensation.

If the announcement comes after 12:01 a.m., the "average daily time" shall be paid each employee for each day.

ADDENDUM B

COMPENSATION

SECTION 1: BUS DRIVERS

A. Basic Compensation. Bus drivers shall be paid at the following rates for all regular hours:

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Probation	\$9.34	\$9.90	\$10.49
After Probation	\$9.88	\$10.47	\$11.10
Non-Student Trip	\$7.64	\$8.10	\$8.59

B. Computation of regular hours. Computation of regular hours shall be on the basis of average daily driving time, portal-to-portal, (i.e., from time of exit from bus housing to time of return thereto) as established by the supervisor during the months of September or October, plus thirty (30) minutes per day for such activities as pre-trip inspections, warm-ups, records, cleaning, vehicle repair at the garage less than 15 minutes per day, and road or weather conditions.

- C. Additional Compensation. Bus drivers shall also be paid at their regular hourly rate for the following:
 - 1. Exterior cleaning of the bus at the rate of two (2) hours per instance when the bus washer is non-functional and required and approved by the Transportation Supervisor.
 - 2. Added time required due to mechanical failure or repair while on route when approved by the Transportation Supervisor.
 - 3. Added time required by the Employer for schooling, road tests, bus inspections, and staff meetings and formal evaluations called by the administration.
- D. Meals. Required meals shall be reimbursed up to \$5.00 per meal. Receipts must be submitted.
- E. Licenses. The cost of required licenses shall be paid by the employee.
- F. Physicals. The Employer shall pay for the cost of physicals. All drivers will schedule their physicals through the school doctor and must have a physical annually, or more frequently as determined by the employer.
- G. Special Trips.
 - 1. Special runs shall be assigned on the basis of seniority in inverse order of employment. Two lists shall be established on which drivers may request to be included: one for overnight trips and one for all others. As a special trip is approved by the administration, the Transportation Supervisor shall offer the trip to at least three (3) drivers who have not yet been scheduled for forty (40) hours that week. The Supervisor shall begin offering the trip to the driver on the appropriate list that follows the last driver who had been offered a trip. Should those drivers decline, the Transportation Supervisor may offer the run to a substitute driver. If the Transportation Supervisor has less than forty-eight (48) hours notice of a special trip, he shall attempt to contact and offer the trip to at least three (3) regular drivers as above before offering to a substitute.
 - 2. Special runs that are required on a regular basis may be assigned to interested regular drivers on a bi-weekly basis.

3. While on Special Trips, drivers shall be paid at their regular driver rate for up to two (2.0) hours beyond actual driving time if and when that time is required. Any additional off-duty time beyond the two (2.0) hours, shall not be paid. During duty time the driver shall function as assigned under the direction of the staff person in charge. Assignments may include monitoring students, assisting with feeding, assisting with wheelchairs, and generally assuming some responsibility for student safety.
 4. During "down time" of more than 15 minutes between regular runs and special trips, drivers will be assigned non-driving tasks such as inventory, paper work, etc. and will be paid at the attendants probationary rate.
 5. If a driver is "on-duty" for a special trip which requires an admission fee, the driver's admission fee will be handled in a similar manner as all other employees.
- H. The Employer agrees to provide drivers of diesel buses housed at home an annual amount of \$15.00, payable on the first pay in December, to help defray the cost of electricity required by the use of heating units.

SECTION 2: ATTENDANTS

- A. Basic Compensation. Bus attendants shall be paid at the following hourly rates:

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Probation	\$6.62	\$7.02	\$7.44
After Probation	\$7.10	\$7.53	\$7.98

- B. Computation of Regular Hours. Attendants are required to begin the run at the bus storage location or on the route at a site approved by the supervisor. The bus will not go off the route to pick up the attendant. The attendant will be paid for regular hours worked on the basis of the average daily time authorized for the driver with which they are assigned, minus the 45 minutes added time. The average time will be established and assigned no later than the month of October.
- C. Additional Compensation. Bus attendants shall be paid at their regular rate for the following:
1. Training
 2. Required Meetings
 3. Special Trips

SECTION 3: SICK LEAVE ALLOWANCE

- A. Employees may earn one day of sick leave per month of active service up to a maximum of twelve (12) days per school year. "Active service" shall be defined as actually working 60% or more of the work days scheduled under this Agreement for that month. All employees who report for work on the first scheduled day of each year will be credited immediately with the first two (2) days of sick leave, which must subsequently be earned during the next two (2) months.
- B. Unused sick leave will be allowed to accumulate for each employee to a maximum of 120 days.

SECTION 4: EXTRA ASSIGNMENTS

- A. Extra assignments (i.e., cleaning, inventory, etc.) when available may be offered and will be paid at the rate equal to the attendants probationary rate.
- B. "Non-student trip" runs are trips which do not involve the transportation of students. Such runs, including, but not limited to, the lunch and mail runs will be paid at the non-student trip rate.
- C. Regularly scheduled assignments of one-half year or more (including the lunch and mail runs) shall be included in sick leave benefits.

ADDENDUM C

FRINGE BENEFITS

SECTION 1: HOLIDAYS

- A. Holidays Designated. All employees shall not be expected to work on, and shall be paid for, the designated holidays as follows:

- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Good Friday (if school is not in session)
- Memorial Day
- Independence Day
- Christmas Day
- New Years Day
- The day before or after Christmas and New Years
- Holiday to celebrate employee's birthday to be scheduled sometime during the work year with the Supervisor.

- B. Holidays Federally Adjusted. Whenever legislation mandates the observance of any of the above holidays on a day other than the regular calendar date, the observance of the holiday shall be scheduled by legislation rather than the calendar date.
- C. Holiday Pay. Employees shall receive pay for the above holidays equal to their normal regularly scheduled working day.
- D. Holiday Eligibility Requirements. Any employee to be entitled to receive holiday pay as defined above shall have worked the scheduled work day immediately preceding and immediately following the designated holiday unless on paid authorized absence.

SECTION 2: INSURANCE

- A. During the term of this Agreement, except during any withholding of services, the Board shall purchase insurance coverage as follows: SET Ultra-Med "C"; and negotiated life of \$20,000; and 60% LTD; and SET Ultra-Dent (60%-60%-60%); and SET Ultra-Vision-Plan II; and Prescription Card; to meet the requirements of each employee. Employees shall not be entitled to hospitalization coverage through the Board when substantially equivalent coverage is available through other employment or relative. Employees who are not eligible for hospitalization coverage, or who choose not to take such coverage, may subscribe to the following option plan: \$100.00 per month tax shelter annuity and long term disability (required) plus options to include SET Ultra-Dent (60%-60%-60%), SET Ultra-Vision-Plan II, \$20,000 Negotiated Life, \$.50 Prescription Card. Employees electing this option plan must take the TSA and LTD. The Board will pay up to \$140.00 per month for the option plan. When both spouses are employed by the Board, they shall be entitled to full coverage in one of their names, the other spouse being then eligible for the option plan. It shall be the responsibility of the employee to be properly enrolled with the carrier. New employees shall be entitled to coverage when active service begins under this contract.
- B. For employees electing health coverage, the Board shall continue to pay approximately \$243.68 per month and the employee shall pay \$68.28 per month for the period June 1, 1990 through November 30, 1990. Beginning December 1, 1990 and continuing through November 30, 1991, the Board shall pay 90% of the health and medical premium in effect on December 1, 1990, and the employee shall pay 10%. Beginning December 1, 1991, and continuing through November 30, 1992, the Board shall pay 90% of the health and medical premium in effect on December 1, 1991, and the employee shall pay 10%. Beginning December 1, 1992, and continuing through November 30, 1993, the Board shall pay 90% of health and medical premium in effect on December 1, 1992, and the employee shall pay 10%. Any employee insurance contributions which were deducted prior to June 1, 1990 shall not be reimbursed.

- C. The Board shall purchase insurance coverages under this ARTICLE for each full time staff member.
- D. The Board shall maintain insurance coverages provided in this ARTICLE from September 1 through August 31 for all eligible employees, provided the employee has completed his/her contractual work year. Should an employee complete his/her contractual work year and be covered through another employer prior to August 31, it shall be that employee's responsibility to so inform the Board so as to avoid unnecessary and redundant coverage.
- E. Both parties agree that an "Insurance Review Committee" shall be implemented for the purpose of reviewing the health and medical insurance. The objective of the Committee is to consider cost containment options which could result in reducing expenditures. Areas for consideration include (but are not limited to) alternative plans by the same or different carrier, modifications to the existing plan which may involve deductibles, increased co-pay on Rx card, reduced coverages and/or maximums, and "cafeteria" plans. The Committee shall consist of six (6) members (three from administration and three from the Association(s)). The Committee shall meet at least bi-monthly at a mutually agreeable time and place and shall make a report to the Board no later than the May Board meeting of each year. If the committee, by 90% vote agrees, the annual report may include recommendations to amend the current health and medical plan. Upon agreement by the Board and the Association(s), that portion of the agreement pertaining to insurance shall be amended to reflect the agreed modifications which would be implemented on December 1st of that year -- or as soon as feasible. Any resulting cost savings shall be shared by both the Board and employee in an agreeable proportion. If, during the life of this Agreement, no changes in health and medical benefits are implemented, the Committee shall, no later than thirty (30) days prior to the expiration of this Agreement, make recommendations for cost containment considerations which shall serve as the basis for bargaining health and medical benefits in the successor Agreement.

