

6/30/97

July 1, 1994 to June 30, 1997

**A G R E E M E N T**

between the

**BOARD OF EDUCATION OF THE FRASER PUBLIC SCHOOLS DISTRICT**

and the

**INTERNATIONAL UNION OF AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, AND  
METROPOLITAN COUNCIL NO. 25, AND LOCAL 3846**

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*Fraser Public Schools*



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**between the**

**BOARD OF EDUCATION OF THE FRASER PUBLIC SCHOOLS DISTRICT**

**and the**

**INTERNATIONAL UNION OF AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, AND  
METROPOLITAN COUNCIL NO. 25, AND LOCAL 3846**

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THIS AGREEMENT, entered into this 1st day of July 1994, by and between the Board of Education of the Fraser Public Schools District, Macomb County, Michigan, hereinafter called the "Board," and the International Union of American Federation of State, County and Municipal Employees, AFL-CIO, and Metropolitan Council No. 25, and Local No. 3846, the affiliated local union, hereinafter called the "Union."

WHEREAS, the laws of the State of Michigan (Act 379, P.A. 1965) authorize collective bargaining between public employers and employees with respect to hours, wages and terms and conditions of employment; and,

WHEREAS, the parties hereto, following extended and deliberate collective bargaining, have reached understandings which they desire to incorporate into a formal contract;

NOW, THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

## A. GENERAL PROVISIONS

### ARTICLE 1

#### A. UNION RECOGNITION

1. The Board recognizes the Union as the exclusive bargaining representative of all full time and part time food service, transportation and security employees including elementary food servers, head cooks, leaders, helpers, food service drivers, regular education drivers, special education drivers, mechanics and substitute drivers, but excluding supervisors, department heads and elected officials pursuant to MERC Case No. R 90 K-254. The parties agree that no provision of this contract shall apply to employees employed in the maintenance and custodial division, and no provision of the maintenance and custodial agreement shall apply to employees in the transportation division or the food service division provided, however, that this language shall not be construed to prohibit employees covered by this agreement from submitting an application for employment for vacant positions in the maintenance and custodial division for consideration by the District when it is hiring maintenance or custodial employees.

2. The Board agrees that it will not directly or indirectly discourage, deprive or coerce any employees in the enjoyment of any rights conferred by the laws or Constitutions of Michigan and the United States and that it will not discriminate against any employee because of his membership in the Union or his participation in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, and that the rights granted to employees in this Agreement are in addition to those provided in the above mentioned statutes and Constitutions.

3. Unless the context clearly indicates otherwise, the provisions of this contract contained under the section entitled "General Provisions" shall be equally applicable to all employees in both the Food Service Division and the Transportation Division. Provisions of the contract contained under Section B, "Transportation Division," shall be applicable only to employees assigned to the Transportation Division, and provisions under Section C, "Food Service Division," shall be applicable only to employees assigned to the Food Service Division.

B. BOARD POWERS - 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, duty and responsibilities conferred upon and vested in it by the laws and Constitutions 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 and facilities, and the activities of the employees;
2. to hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, and their dismissal or demotion; and to promote and transfer all such employees;
3. to determine hours of employment, duties, responsibilities and assignments of all employees under this Agreement, and the terms, and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by 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 thereof are in conformance with the Constitution and laws of the State of Michigan, and Constitution and laws of the United States.

C. STRIKES

1. During the term of this Agreement, neither the union, nor any of its officers or members will authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind or nature, whether for purposes of changing, maintaining, or influencing wages, hours and/or terms and conditions of employment.

2. No lock out of employees shall be instituted by the employer during the term of this Agreement. In the event of a work stoppage, or curtailment of work, picketing or patrolling of work, the Board shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the stoppage or curtailment has ceased.

In the event of a work stoppage, picketing, or patrolling or other curtailment, the Union shall immediately instruct the employees in writing that their conduct is in violation of this Agreement, that they may be disciplined up to and including discharge, and instruct all persons to quit the conduct. The Board shall have the right to discipline up to and including discharge of any employee who instigates, participates in or gives leadership to any activity herein prohibited.

D. DISCRIMINATION - The Board and Union agree that they will not discriminate with respect to hire, seniority, terms, conditions or privileges of employment

or any matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age or sex.

E. DUES, DEDUCTIONS AND FINANCIAL RESPONSIBILITY - All employees covered by the terms of this Agreement shall, as a condition of continued employment with the District, execute an Authorization for Deduction of Dues or for deduction of a sum equivalent to the union dues as a service fee. The Board will deduct from the pay of each employee from whom it receives an authorization the required amount of dues or service fee. In the event that any employee covered by the terms of this Agreement refuses or does not sign the above authorization, the Board agrees that the services of such employee shall be discontinued. The Union agrees to indemnify and hold harmless the Board from all liability, claims, damages and expenses arising out of the discontinuing of services or discharge of any employee who does not furnish the Board with an Authorization for the Deduction of Dues as provided above. Attached to this Agreement, marked "Exhibit A," is an "Authorization for Dues Deduction" form to be used for this purpose.

F. STEWARDS

The employees shall be represented by one (1) Chapter Chairperson covering all group classifications and by one (1) steward in the transportation division and by one (1) steward in the food service division, on each shift who shall be a regular employee working in that group classification and on that shift. Notwithstanding their position on the seniority list, in the event of layoff, the chapter chairperson, chapter secretary and the two (2) Union stewards shall be continued at work without regard to their seniority as long as there is a

bargaining unit position for which they are qualified to perform. The chapter chairperson and the stewards referred to above shall receive the rate of pay for the position in which they are placed at the time of a layoff.

Upon approval of the director or designee, stewards may be released from their regular duties during their working hours without loss of pay to investigate reported grievances and to present grievances to the employer representatives, provided that such release does not interfere with the employee's regular assigned duties.

G. RELEASE DAYS

1. A total of eight (8) days per year may be granted to the union for the purpose of attending educational conferences, conventions, and membership meetings subject to the following provisions.
2. Any unused release days from the total of eight (8) days shall not be cumulative from year to year.
3. No more than two (2) members of the union may use the above release days on the same day.
4. Union representatives using release time on days they are scheduled for overtime or field trips shall be passed over without being charged.

ARTICLE 2

LEAVES OF ABSENCE

A. LEAVE OF ABSENCE

A leave of absence may be granted to any employee by the Board for reasons stated herein, subject to the following provisions:

1. Reasons - A leave of absence may be granted to an employee in accordance with the provisions of this Article for the reasons stated herein and for the following length of time:

- a. For medical leave of absence for extended personal illness or medical disability for up to one (1) year.
- b. For personal business such as child care, parenthood or education, or being elected to union office for up to one year.
- c. For family medical care for up to one (1) year.
- d. For active military service for up to the period of the active military service.
- e. For workers compensation disability for up to the period of the disability.

2. Application - Employees who have been ill or disabled for a period of 180 consecutive days shall apply for a medical leave of absence within thirty (30) days from the 180th day of illness or disability. A physician's statement shall be submitted with the application for medical leave of absence indicating the nature of the illness and the medical reasons for the leave of absence. Requests for all other types of leave of absence shall be made in writing to the Board of Education. The Board shall consider an application for a leave of absence at its first Regular Meeting following submission of the application, provided it is submitted at least seven (7) days prior to a Regular Meeting.

3. Pay and Fringe Benefits - All leaves of absence granted in accordance with this Article shall be without pay. Fringe benefits shall be granted to the extent provided herein to any employee eligible for fringe benefits under other provisions of this contract, but not otherwise:

- a. An employee on a leave of absence for personal illness or medical disability shall be paid all fringe benefits, including hospitalization insurance, holiday pay, vacation pay and the like during the 180 days "waiting period" referred to in paragraph (2) of this Article, but not afterwards. An employee on this type of leave shall have the option of continuing hospitalization and surgical insurance at group rates for up to one (1) year after expiration of the 180 day "waiting period" subject to approval of the appropriate insurance companies. If coverage is extended during a medical leave of absence, the employee shall pay the full amount of the premium for such coverage as they become due.
- b. An employee on a leave of absence for family medical care shall be paid all benefits during the 180 day "waiting period" referred to in paragraph (2) of this Article, but not afterwards. An employee on this type of leave of absence shall have the option of continuing hospitalization and surgical insurance for up to one (1) year after expiration of the 180 day waiting period, subject to the approval of the appropriate insurance companies, on the same terms and conditions as apply to personal medical leave.
- c. An employee on a personal business leave of absence shall be paid all benefits until the end of the month in which the leave becomes effective. An employee on this type of leave of absence shall have the option of continuing hospitalization and surgical insurance for up to one (1) year, on the same terms and conditions as apply to personal medical leave.
- d. An employee on a leave of absence for being elected to union office shall not be paid fringe benefits, except that the employee shall have the option of continuing hospitalization and surgical insurance from up to one (1) year on the same terms and conditions as apply to medical leave of absence.
- e. An employee on a leave of absence for workers compensation related disability shall be paid fringe benefits, including hospitalization insurance, holiday pay, vacation pay and the like during the 180 day waiting period referred to in paragraph (2) of this Article, but not afterwards. The employee has the option of using fractional sick leave days to supplement workers compensation payments received to the extent necessary to generate the employee's normal rate of pay. The employee shall also have the option of continuing hospitalization and surgical insurance for up to one (1) year on the same terms and conditions as apply to medical leave of absence after expiration of the 180 day waiting period.

- f. An employee on a leave of absence for military service shall be paid fringe benefits in accordance with governing federal law.

4. Seniority - During a leave of absence for family medical care, or personal illness or medical disability, or personal business, or union office, an employee shall not accrue seniority but shall retain all seniority acquired prior to the date the leave of absence commences. During a leave of absence for military leave or workers compensation disability, the employee shall accrue full seniority for the length of the absence.

5. Return to Work from Leave of Absence - An employee returning to work after a leave of absence shall notify the Board of the employee's intent to return at least thirty (30) days prior to the expiration date of the leave of absence. An employee returning to work from a leave of absence from personal illness or medical disability during the 180 day "waiting period," or employees returning to work from a workers compensation disability leave shall also submit a physician's statement indicating the employee's ability to return to employment and to perform the employee's regular work duties. Employees who do not return to work during the 180 day waiting period, and who go on a medical leave of absence shall not be permitted to return to work prior to the last approved date of the leave of absence. The employee's right to return to work shall be subject to the following and also subject to the provisions of the "Layoff" article. Any employee who fails to return to work, or to provide the notices required herein, shall be deemed to have resigned and to have terminated employment with the school district, unless an extension of the leave of absence has been granted:

- a. Leave of Absence for Personal Illness or Medical Disability - An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal illness or medical

disability who has provided notice of intent to return, shall be entitled to return to a position within his/her former classification for which he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.

- b. Leave of Absence for Family Medical Care - An employee who returns to work within 180 days from the commencement date of a leave of absence for family medical care shall be entitled to return to a position within his/her former classification for which he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.
- c. Leave of Absence for Personal Business or Being Elected to a Union Office - An employee who returns to work within one (1) year from the commencement date of a leave of absence for personal business or for being elected to a union office shall return to a position within his/her former classification for which he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.
- d. Leave of Absence for Worker's Compensation Disability - An employee who returns to work within one (1) year from the commencement date of a leave of absence from a workers compensation related disability shall be entitled to return to the employee's original position. Thereafter, the employee shall return to a position within his/her former classification for which he/she is qualified and has seniority, or if none, then in a like or similar classification for which he/she is qualified and has seniority.
- e. Leave of Absence for Military Service - An employee who returns to work for military service shall be governed by "return to work" provisions of the federal law.
- f. Transportation Employees - Notwithstanding the provisions of paragraph 5(a) through 5(e) of this Article, any bus driver who returns during the school year from a leave of absence for any reason, shall bump the least senior bus driver but any bus driver who returns to work at the beginning of the year before routes are selected, shall bid on a route based on his/her seniority.

It is understood that the employee shall be paid at the appropriate rate of pay existing in the classification in which he/she is placed.

6. Vacant Positions - During the time an employee is on a leave of absence in accordance with this provision, the employee's position may be filled by hiring a person to fill the vacant position during the leave of absence, or by a temporary substitute, or by a reassignment of another employee at the option of the Board. When the District is notified that a regular driver will be absent for more than four (4) weeks, the affected special runs (i.e., noon runs, activity runs, etc.) shall be assigned to another regular driver according to seniority and availability. If an employee fails to provide the notice set forth in Paragraph 5 above or fails to return from a leave of absence, the position shall be treated as a vacancy and filled in accordance with the Collective Bargaining Agreement.

7. Extension of a Leave of Absence - An employee on a leave of absence for personal illness or medical disability, or family medical care, may apply for not more than one extension of the leave of absence for a period not to exceed one (1) year. Upon expiration of the extension, the employee shall return to work and no further extensions shall be granted. Written application for the extension shall be submitted to the Board at least thirty (30) days prior to the expiration date of the leave of absence. An employee who returns to work at the expiration of the extension of a leave of absence for personal illness or medical disability or family medical care shall exercise bumping rights into the classification for which the employee is qualified and has seniority upon the expiration of the extension period. In the event an employee does not accept an assignment into a classification when offered by the Board at the completion of the extension period as herein provided, the employee shall be deemed to have resigned and to have terminated employment with the School District.

8. General - In the event that an employee gives a false reason for a leave of absence or engages in other employment during such leave, the employee shall lose all accrued seniority and shall be deemed to have terminated employment with the School District.

B. GENERAL - Employee's eligibility for a medical leave of absence or a temporary leave of absence shall be based on a minimum of one (1) year of continuous full-time or permanent part-time employment with the School District.

### ARTICLE 3

#### RETIREMENT AND TERMINATION

Any transportation employee except substitutes retiring from employment under MPSERS with five (5) years of full-time or permanent part-time employment with the Board shall be paid a sum of money equal to three fourths (3/4) of the employee's total accumulated leave days multiplied by the regular daily wage as determined from the Salary Schedule.

All sums of money to be paid out under Article 3, Retirement and Termination, shall be paid according to the following schedule: The District shall pay up to the first \$5,000 shortly after the employee's retirement/termination as per past practice. The District shall pay up to the next \$5,000 if due during the next month of January. If any more money is due, the District shall pay it in increments of \$5,000 each year during the month of January until the sum is paid in full. (Example: If an employee retires on July 1, 1994, and is entitled to \$11,000 under Article 3, the District would pay the employee \$5,000 in July, 1994, \$5,000 in January, 1995, and \$1,000 in January, 1996).

B. TERMINATION - In all cases where an employee's service to the District is terminated by death, his or her heirs or personal representative shall be paid a sum of money to be determined in accordance with Paragraph A of this Article, entitled "Retirement." This benefit does not apply to substitute drivers.

C. RESIGNATION

1. Any employee resigning his/her employment must give two (2) weeks notice in writing to his/her immediate supervisor and to the Board of Education. When possible more notice will be given.

2. Any employee resigning his/her employment with the School District shall be entitled to vacation pay for all accrued vacation days.

3. Any employee who voluntarily resigns his/her employment shall be considered a new employee, if rehired.

ARTICLE 4

GRIEVANCE PROCEDURE

A. DEFINITION - A grievance is a complaint about an act or condition which affects the welfare or working conditions of employees covered by the terms of this Agreement, or a complaint that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

B. PROCEDURE - Grievances shall be presented and adjusted according to the following procedure:

Step 1. In the event the matter is not resolved informally, a written grievance may be filed with the Director of Transportation or Director of Food Service, as

appropriate, within five (5) workdays<sup>1</sup> following the occurrence which is the basis of the grievance.

- a. Within five (5) workdays after receipt of the written grievance, the Director shall communicate his/her decision, in writing, together with the supporting reasons to the aggrieved party.

Step 2. Within five (5) workdays after receiving a reply, if the employee or the Union still feels aggrieved, he/she may appeal to the Director of Personnel. The appeal must be in writing and must include a statement of the grievance and the reply of the Director of Transportation or Director of Food Service.

- a. Within five (5) workdays after receipt of the appeal, the Director of Personnel shall communicate his/her decision, in writing, together with the supporting reasons, to the aggrieved party.

Step 3. Within ten (10) workdays after receiving a reply, if the employee or the Union still feels aggrieved, he/she may appeal to the Board of Education. The appeal must be in writing and must include a statement of the grievance and the Director of Personnel's reply.

- a. Within thirty (30) workdays after receiving an appeal, the Board of Education shall hold a hearing or meeting concerning the grievance, which the Union may attend, if they choose. Within ten (10) days from the date of the hearing or meeting, the Board shall communicate its decision, in writing, together with the supporting reasons, to the aggrieved party.

Step 4. If the Union is dissatisfied with the decision of the Board of Education, the Union may appeal the grievance to arbitration within twenty (20) workdays after the decision of the Board. Such appeal shall be in writing and shall be delivered to

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<sup>1</sup> "Workdays" as used herein shall exclude weekend days and holidays.

the American Arbitration Association and the Board of Education within said twenty (20) workday period. And if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an Arbitrator, he/she shall be appointed under the rules of the American Arbitration Association.

The Arbitrator so selected will confer with the parties and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The Arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be limited to deciding whether an alleged violation, misinterpretation or misapplication of a specific article or section of this Agreement has occurred, and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws, the Constitution of the United States and of the State of Michigan, and all other applicable state and federal laws. The Arbitrator shall not usurp the functions of the Board of Education in the proper exercise of its judgment and discretion under the law and this Agreement.

The decision of the Arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding.

The costs of arbitration shall be equally borne by both parties, however, each party shall bear its own expense.

C. GENERAL - All written complaints must be specific. They shall contain a concise statement of the facts upon which the grievance is based, a specific reference to the Articles and sections of the Agreement, where applicable, which have allegedly been

misinterpreted or violated; the specific nature of the relief requested; and shall be signed by the employee or employees involved.

Any employee may present a grievance for adjustment without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

If a grievance arises of a general nature, the Union may present such grievance directly to the appropriate step.

The time limits specified in this procedure may be extended in any specific instance by mutual written agreement.

Failure of the Board to report any decision within the specified time limit at any step of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.

D. DISCHARGE - SUSPENSION GRIEVANCE - In the event an employee is discharged or suspended, the employee or the Union may, within five (5) days from the date of discharge or suspension, file a written grievance with the Director of Personnel, who shall communicate his/her decision in writing, together with the supporting reasons, to the aggrieved party within five (5) school days after receipt of the grievance. If the employee or the Union still feels aggrieved, he/she may appeal to the Board of Education within five (5) days after receiving a reply from the Director of Personnel. Within ten (10) days after receiving an appeal, the Board of Education shall communicate its decision in writing, together with the supporting reasons, to the aggrieved party. If the Union still feels

aggrieved, the Union may file for arbitration in accordance with Step 4 of the Grievance Procedure. This provision shall apply only in cases of discharge or suspension.

## ARTICLE 5

### SENIORITY

A. DEFINITION - "Seniority" is an employee's position relative to all other employees in the same job classification determined by his/her continuous length of service to the School District in their respective divisions.

B. SUBSTITUTE EMPLOYEES - Substitute employees shall be added to the substitute list as soon as all licenses and certifications are complete.

C. PROBATIONARY EMPLOYEES - New employees hired in the unit shall be considered probationary employees for the first six (6) months of their regular employment and shall be treated as regular employees for salary purposes only. Probationary employees shall not be entitled to seniority status. When an employee completes the probationary period, he/she shall be entered on the seniority list of the job classification, and if he/she has been continuously employed by the Board, he/she shall rank for seniority from the first day of the last date of hire. Probationary employees may be discharged any time during their probationary period without recourse, at will, at the sole discretion of the Board.

D. SENIORITY LIST - The seniority list will be furnished to the Union upon request and will list all employees by classification, name and seniority rank. Sufficient copies will be furnished to permit posting in all schools and shop areas.

E. LOSS OF SENIORITY - An employee shall lose his/her seniority for the following reasons:

1. He/she quits.
2. He/she is discharged and the discharge is not reversed.
3. He/she is absent for five (5) consecutive working days without notifying the Board or giving satisfactory reasons to the Board for such absence.
4. He/she does not return from sick leave or a leave of absence, without notifying the Board or giving satisfactory reasons to the Board for such absence.
5. He/she gives a false reason for a leave of absence or engages in other employment during such leave or falsifies his/her employment application.
6. He/she retires.

## ARTICLE 6

### LAYOFF

A. DEFINITION - The word "layoff" means a reduction in the working force covered by the terms of this Agreement due to a decrease of work and/or due to economic factors or measures affecting the School District.

B. ORDER OF REDUCTION - In the event of a layoff, the work force shall be reduced in the following order: first, temporary employees performing bargaining unit work; next, probationary employees in the classification or classifications affected by the layoff; then, seniority employees in reverse order as their names appear on the seniority list within the respective classification or classifications affected by the layoff. In the event of a layoff, student helpers, cooperative education students, and any other student aids or

nonregularly employed temporary or substitute personnel will not be used to supplant bargaining unit members. This layoff procedure shall not apply to normal break periods when school is not in session and when certain employees are not scheduled to work during such periods and shall be subject to the following:

1. Food Service Employees Group Classification - An employee who has been laid off from his/her classification within the Food Service Employees Group Classification shall be eligible to displace the lowest seniority employee in the same, or the next lower classification (based upon comparative wage rates for each classification, but excluding shift premium, longevity pay and supplemental pay) within the Food Service Employees Group Classification which the employee is qualified to perform. An employee who has been displaced by this procedure may exercise his/her seniority in the same manner until the required number of layoffs have been accomplished.

2. Transportation Employees Group Classification - In the Transportation Division, bus drivers shall be laid off in inverse order of their district-wide seniority. An employee whose route has been eliminated shall be eligible to displace the least senior employee in the transportation division.

C. NOTIFICATION OF LAYOFF - Employees to be laid off for an indefinite period of time shall be given at least fourteen (14) days notice of layoff, and a list of the employees being laid off shall be furnished to the Chapter Chairperson or his/her designated representative within the fourteen (14) day period. This notification shall not be required for employees who are bumped or displaced as a result of a layoff. In the event of a layoff, Union and Board representatives shall meet prior to the notification date of the

layoff for the purpose of discussing alternatives regarding the positions of employees who are on medical leaves of absence.

## ARTICLE 7

### RECALL

A. When the working force is increased after a layoff, employees will be recalled to a vacancy in the division from which he/she was laid off according to seniority and the employee's qualification to perform the work, including in the case of bus drivers, the necessary state licenses. The District also agrees to recall a qualified employee to a position that is reasonably known to be vacant for sixty (60) calendar days due to an employee's illness or disability. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered to have voluntarily resigned his/her employment with the School District.

#### B. General

1. Employees who have been laid off shall not accrue seniority during the period of the layoff.

2. Employees who have been laid off shall be eligible for recall for a period of two (2) years or a period equal in length to their accumulated seniority with the School District, whichever period is greater. Upon the expiration of the applicable time period, the laid-off employee shall not be subject to recall by the School District.

3. Employees who have been laid off and are eligible for recall shall be notified in writing by first class mail of vacancies for which written notice has been provided to the Union in accordance with Article 10 of the Agreement.

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

A. WORKER'S COMPENSATION - All employees who are injured in the performance of their duties for the Board shall be compensated as provided by the Michigan Worker's Compensation Act. The Board agrees to pay the difference between the amount an employee receives under the Michigan Worker's Compensation Act and his/her regular salary, not to exceed the number of the employee's accumulated leave days. An employee's leave day accumulation shall be charged for the amount of time necessary to make up the above difference on a pro rata basis.

B. INCLEMENT WEATHER - In the event school is closed due to inclement weather or other emergency causes by the Superintendent of Schools or his/her designee and in the event that such day or days are required to be made up and rescheduled by law and/or the State Board of Education/Department of Education, employees shall not be required to report to work and shall not be paid for such day or days school is closed. Employees shall be scheduled to work on make-up days and shall receive their normal pay for such days. If the School District is not required to make-up and to reschedule a day or days school is closed for students due to inclement weather or other emergency causes, employees shall be paid their regular pay for such day or days up to a maximum of five (5)

days for regular drivers and other employees per school year and a maximum of six (6) days for special education drivers per school year.

In the event drivers are required to take students home early due to inclement weather, drivers shall be paid such time, but not less than the time of their normal, regular return run.

C. POSTING OF NOTICES - The Board agrees to designate a section or portion of a bulletin board in each building which may be used by the Union for the posting of official notices.

D. JURY OR WITNESS DUTY - In the event an employee is called to serve on jury duty during the employee's work year, the employee shall cooperate with the school administration in an effort to be excused or released from jury duty, or, in the case of 10 ½ month employees, to be reassigned to jury duty during the summer months. If the employee is unable to be excused or released from jury duty, the employee shall be paid the difference between jury duty pay and the employee's daily rate for each workday that the employee serves on jury duty. To facilitate payment, the employee shall endorse his/her jury duty pay check to the School District and shall receive his/her regular pay. Employees shall also be paid the difference between witness fees and the employee's daily rate for each work day the employee is subpoenaed to testify in court in connection with the employee's job.

E. WRITTEN REPRIMANDS, COMPLAINTS  
AND WARNINGS AGAINST EMPLOYEES

An employee, and his/her Union representative, shall receive a copy of all written reprimands, warnings or complaints made against him/her which are placed in

his/her personnel file. The District shall investigate a complaint made against an employee, and give the employee the opportunity to respond in writing, before placing a complaint in the employee's personnel file. Upon the written request of the employee, said written warning, reprimand or complaint shall be removed from the employee's personnel file after three (3) years from the date thereof, subject to the following conditions:

1. In order to file a written request for the removal of reprimands, warnings or complaints from his/her personnel file, an employee must not have received a written reprimand, warning or complaint within the above three-year period.

2. Notwithstanding the above, reprimands, warnings or complaints against an employee involving the safety, health and welfare of the employee, other employees and students shall not be eligible for removal from an employee's personnel file.

F. GENDER - All pronouns used herein shall be deemed to apply to both the feminine and masculine gender.

G. IN-SERVICE - Upon approval of the Director of Transportation or Director of Food Service or their designee as appropriate, in-service may be scheduled for all employees or a group of employees for a designated purpose related to the duties and responsibilities of the involved employees. Employees who are approved for in-service during their regularly scheduled work day shall be released from regular duties without loss of pay. The fee for the cost of in-service approved by the School District shall be paid for by the School District. The decision of the administration to approve or disapprove a request for in-service shall be final and not subject to the grievance procedure.

H. REIMBURSEMENT FOR LICENSES  
AND ROUTINE MEDICAL TESTS

Upon presentation of a paid receipt, the Board shall reimburse employees for the cost of all licenses, certifications, schooling, and all routine medical tests, except tuberculosis tests, that are required for commercial driver's licenses, and other similar licenses required for continued employment by the School District. The District shall not be required to pay for more than two (2) tests for a CDL license for the same period of time, in case an employee fails the necessary tests. Physicals obtained at the District's clinic shall be at the District's expense. The District shall reimburse an employee for the cost of a physical by physicians other than those provided by the clinic up to a maximum of the charges made by the clinic for such physical examination. If an employee severs employment with the District prior to the expiration of any license for which the District has reimbursed the employee, then the employee shall re-pay the District on a pro rata basis depending on how many months before the license expires. Payment required hereunder may be deducted from any final pay due the employee.

I. SCHOOL CALENDAR - On or before September 1 of each year, except in emergencies, the Superintendent or his/her designee shall advise representatives of the employees of the School Calendar, if it is available.

J. NEW OR REVISED JOB CLASSIFICATIONS - In the event the School District creates a new classification, or permanently, substantially and materially changes, alters or revises an existing job description, the parties shall meet to determine whether the new classification or revised classification should be included or excluded from the

bargaining unit. If the parties cannot agree, then the question may be submitted to the employment relations commission for determination.

If the new classification or revised classification is determined to be in the bargaining unit, the Personnel Director shall assign the classification to a pay rate. Notice shall be given to the Union. In the absence of any objection from the Union, within ten (10) working days of such notice, the classification and the rate of pay shall be submitted to the Board for approval. In the event of an objection, the parties shall meet and negotiate for a suitable pay rate for the classification. The new or revised classification may be implemented and filled pending resolution of the above matters at the pay rate proposed by the District. Should a higher rate be negotiated, such higher rate shall be paid retroactively to the date the position was filled. Establishment of a suitable wage rate shall not be subject to arbitration.

K. JOB DESCRIPTIONS. The District will provide the Union with a copy of all job descriptions. If the District makes any change in the job descriptions, it will give the Union advance notice thereof, and an opportunity to discuss the change prior to implementation.

L. COPIES OF AGREEMENT - Copies of this Agreement shall be printed at the Board's expense and presented to all employees now, or hereafter employed by the Board. In addition, the Union shall receive ten (10) copies of the Agreement for their files.

## ARTICLE 9

### GENERAL PROVISIONS

In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for appeals, such provision shall be void and inoperative, but all other provisions of this Agreement shall remain and continue in effect.

## ARTICLE 10

### DURATION OF AGREEMENT

This Agreement shall continue in effect for a period of three (3) years, commencing on July 1, 1994, and ending June 30, 1997. If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect not less than sixty (60) days nor more than ninety (90) days prior to June, 1997. In any event, this Agreement shall not be extended beyond June 30, 1997, except by written consent of the parties.

## B. TRANSPORTATION DIVISION

### Section 1

#### WAGE SCHEDULES

The following Wage Schedule shall be in effect during the term of this Agreement:

#### A. WAGE SCHEDULE

##### 1994-1995 SIX-MONTH PROBATIONARY PERIOD

	<u>1st 3 months Per Hour</u>	<u>2nd 3 months Per Hour</u>	<u>After 6 months Per Hour</u>
Bus Drivers	11.48	12.16	12.86
Special Education Drivers	11.48	12.16	12.86
Substitutes	10.29	10.94	11.58
Mechanic*	*	*	*

##### 1995-1996 SIX-MONTH PROBATIONARY PERIOD

	<u>1st 3 months Per Hour</u>	<u>2nd 3 months Per Hour</u>	<u>After 6 months Per Hour</u>
Bus Drivers	11.77	12.46	13.18
Special Education Drivers	11.77	12.46	13.18
Substitutes	10.55	11.21	11.87
Mechanic*	*	*	*

1996-1997  
SIX-MONTH  
PROBATIONARY PERIOD

	<u>1st 3 months Per Hour</u>	<u>2nd 3 months Per Hour</u>	<u>After 6 months Per Hour</u>
Bus Drivers	12.06	12.77	13.51
Special Education Drivers	12.06	12.77	13.51
Substitutes	10.81	11.49	12.17
Mechanic*	*	*	*

\* Mechanic - The hourly wage rate (including applicable COLA) and the fringe benefits (including holidays, vacations, leave days, and applicable cafeteria plan) of the mechanic shall be the same as the skilled maintenance position in the Operations & Maintenance (O & M) collective bargaining agreement.

B. RETIREMENT CONTRIBUTION - The Board agrees to pay the employees' state retirement contribution to the State School Employees' Fund in the amount of five (5%) percent of the wage set forth above.

C. LONGEVITY PAY - Eligible regular employees, except substitutes, shall receive longevity pay in accordance with the following schedule:

1. After five (5) years of continuous service to the Board - 10¢/ per hour
2. After ten (10) years of continuous service to the Board - 16¢/ per hour
3. After fifteen (15) years of continuous service to the Board - 20¢/ per hour

The above amounts shall not be cumulative.

Section 2

INSURANCE

All employees, except substitute drivers and except as provided in Section 2(F) below, shall be eligible to receive the following:

A. HOSPITAL AND SURGICAL INSURANCE - Hospital and surgical insurance benefits for themselves and for their dependents on a non-participation basis. The

Board shall pay the full cost of such coverage. The Board shall determine the hospital and surgical plan to be provided.

Beginning as soon as possible but no later than the fall of 1995, a cafeteria plan identical to that of the Operations and Maintenance bargaining unit shall be instituted, with the addition of the following provisions.

In the event an employee is eligible for the cafeteria plan and is covered by, or who is eligible to be covered by, another employer-paid health insurance plan substantially similar to that provided through the cafeteria plan, then the employee is not eligible to receive any of the health insurance options in the cafeteria plan, but is automatically enrolled in the non-insurance option in the cafeteria plan providing a \$1,000 annual cash payment. In addition, for employees receiving District-paid health insurance prior to December 1, 1994, prior to a determination being made as to whether an employee is not eligible to receive any of the health insurance options in the cafeteria plan (because the employee is covered by or eligible to be covered by health insurance paid for by another employer), the employee and his/her Union representative shall meet with the Director of Personnel, who together shall review the matter. In the event of a dispute between the parties, the District and Union shall appoint a mutually agreeable third party within 20 days who shall determine the issue. (If the parties cannot agree, then St. Joseph Hospital shall appoint the impartial third party.) The District shall pay the cost of the impartial third party, who shall render a decision within 30 days of the appointment.

B. INCOME PROTECTION INSURANCE - The Board agrees to pay the full cost of a group long-term income protection plan which pays sixty-six and two-thirds (66 2/3%) percent of an employee's pay after one hundred eighty (180) days of disability to age sixty-five (65), subject to the terms of the policy.

C. LIFE INSURANCE - The Board agrees to pay the full cost of a group term life insurance plan in the full amount of \$10,000, subject to the terms of the policy.

D. DENTAL INSURANCE - The Board agrees to pay the full cost of a group dental insurance plan described as Delta Plan A or its equivalent, subject to the terms of the policy.

E. OPTICAL INSURANCE - The Board agrees to pay the full cost of a group optical program for employees covered by the terms of this Agreement and their families, subject to the terms of the optical insurance agreement. The optical program shall be limited to the Cooperative Services, Inc., Optical Program, Co-Op Optical Group IV Plan.

F. NON-ELIGIBLE EMPLOYEES - All employees who are hired after July 1, 1970 and who work less than four (4) hours per day and substitute drivers shall not be eligible to receive hospital and surgical insurance, income protection insurance, life insurance and dental insurance and optical insurance.

### Section 3

#### LEAVE DAYS

A. LEAVE DAYS - All transportation employees, except substitute drivers, shall earn one (1) leave day with pay each month, and such leave days shall be accrued in a bank which in no event shall exceed one hundred twenty (120) days.

Advance notice of the necessity of such leave shall be given to the Supervisor not less than one (1) hour immediately prior to the commencement of the working day.

Leave days shall be used only for personal illness, except that five (5) days of the total number of leave days may be used annually for personal business on approval of the Supervisor. Personal business days may not be used immediately prior to or subsequent

to paid holidays or vacation periods, except in extenuating circumstances; use of a personal business day immediately before or after a holiday shall not be considered as having been worked, and therefore, shall not qualify an employee for holiday pay. Also, three (3) days, and up to five (5) days when the funeral is over 250 miles away, of the total number of leave days may be used for a funeral in the employee's immediate family, defined as employee's spouse, children, mother, father, sister, brother, grandchildren and in-laws.

Any employee requested by the Board shall furnish a medical certificate documenting the use of leave days used for reasons of illness.

Employees shall not be eligible to use leave days for operations which could be normally scheduled by the employee when school is not in session.

Bargaining unit members who have accumulated not less than one hundred twenty (120) leave days may accumulate up to an additional thirty (30) leave days over the one hundred twenty (120) days, subject to the following conditions:

- a. Bargaining unit members shall be eligible to use the additional accumulated leave days up to a maximum of thirty (30) if they have exhausted their total accumulated leave days of one hundred twenty (120) days, have been ill or disabled for a period of not less than one (1) year and have returned to a bargaining unit position with the school district.
- b. Upon returning to employment with the school district, as provided in paragraph (a) above, a member of the bargaining unit may use the additional accumulated leave days up to a maximum of thirty (30) for illness or disability purposes only.

- c. The additional accumulated leave days up to a maximum of thirty (30) shall not be subject to the provisions of Article 3, retirement and termination and may not be used for any purposes except as specified herein.

B. BEREAVEMENT - In the event an employee has exhausted his/her accumulated and accrued leave days and has been employed by this District for five (5) or more years, the employee shall be granted up to three (3) days, and up to five (5) days when the funeral is over 250 miles away, without loss of pay to attend a funeral in the employee's or his/her spouse's immediate family defined as employee's spouse, children, mother, father, sister, brother, grandparents, grandchildren, and in-laws, subject, however, to the approval of the Director of Personnel.

#### Section 4

#### PAID VACATIONS

All transportation employees, except substitute drivers, shall earn vacation days per school year (September - June) in accordance with the following schedule:

1. First year - five (5) days
2. Second through fourth years - ten (10) days per year
3. Fifth through ninth years - fifteen (15) days per year
4. Ten years and over - seventeen (17) days per year.

The amount of an employee's vacation pay shall be determined by his/her supervisor from his/her established daily pay. In determining vacation pay, overtime shall not be considered as part of the established daily pay.

Employees eligible for vacation benefits shall not take any vacation, but during the term of this Agreement shall be paid in lieu of any vacation the sum of money represented by their total accumulated vacation days.

Employees may use vacation days to supplement any mandatory days off (i.e., days between Christmas and New Year's), provided the Employee so notifies the Director of Transportation of their selected days by September 30th of that school year.

#### Section 5

#### PAID HOLIDAYS

All transportation employees under this Agreement, with the exception of substitute drivers, who have worked the full, regularly scheduled, straight-time workday immediately preceding and immediately subsequent to the following holidays and who would have otherwise been scheduled to work on said day if it had not been observed as a holiday, shall be paid at their hourly rate for each of the following holidays: Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, one floating holiday during the Christmas recess, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day.

The Monday following Easter Sunday shall be granted as a paid holiday, provided school is not in session on that day. In the event school is in session on that day, the holiday shall be scheduled to another day which does not conflict with the school schedule.

If an employee is required to work on any of the above enumerated holidays he/she will receive his/her holiday pay plus double time for all hours worked.

When one of the above enumerated holidays shall fall on a Sunday, the Monday shall be deemed the holiday. When one of the holidays falls on a Saturday, then

Friday shall be deemed the holiday. If school is in session on such Mondays or Fridays, the holiday or holidays will be rescheduled to another date by mutual agreement of the parties to a date when school is not in session.

Section 6

SENIORITY

In the Transportation Division, the seniority list for regular education driver classification and the special education classification shall be combined, and employees shall be placed on such list in order of district seniority in accordance with Article 5(A) of the contract. The District reserves the right to re-establish separate regular education driver classifications and special education driver classifications in the event there are legitimate business reasons to do so.

Section 7

VACANCIES

Posting of Vacant Positions - Vacant transportation division positions which have not been terminated or eliminated by the Board of Education shall be posted for re-bidding in accordance with the current practice. In filling such vacancies, the District shall consider the seniority, qualifications and work record of employees applying to the position.

Vacancies in "substitute driver" positions or "bus driver" positions which are not filled by promotion of a substitute driver, shall be filled by the District, when necessary, by accepting applications from any bargaining unit member and other interested applicants, including the public.

Section 8

DISCHARGE

A. Employees under this Agreement, including substitute drivers, may be discharged for just cause for any one of the following reasons:

1. Failure to possess a valid license required by the State of Michigan to operate a public school bus.
2. Failure to obtain a medical certificate within the last fiscal year from a physician designated by the Board.
3. Falsification of employment application.
4. Conviction of more than two (2) moving violations within any twenty-four (24) month period.
5. Frequenting an establishment where alcoholic beverages are consumed or partaking of alcoholic beverages during the course of the regular school day; the regular school day is defined as commencing two (2) hours prior to the first scheduled bus run to the completion of the final bus run, to two (2) hours prior to any special bus run.

Section 9

UNIFORMS

A. Uniforms consisting of sweaters and lightweight jackets and insignia shall be provided by the School District to all divisions under this Agreement, except substitute drivers.

B. Upon separation, an employee shall return the insignia from the uniform to his/her Supervisor.

## Section 10

### SUBSTITUTE DRIVERS

A. SENIORITY - Substitute drivers shall not be entitled to any fringe benefits granted by this Agreement, including paid holidays, paid vacations and paid leaves of absence.

B. Substitute drivers shall be eligible to complete the regular assignment for employees taking field trips.

C. The District shall assign a substitute driver to field trips of four and one-half (4½) hours or less which have a starting time conflicting with regular drivers' anticipated afternoon runs.

D. Substitute drivers must comply with all the rules and regulations applicable to all other drivers.

## Section 11

### FIELD TRIPS

A. TRIPS - All drivers, except substitute drivers, shall be placed upon the Field Trip List in order of seniority.

B. ASSIGNMENTS - Field trip assignments shall be made in the order of seniority: the first trip shall be assigned to the employee with the most seniority, and subsequent trips shall be assigned in the order that employees' names appear on the Field Trip List. The rotation shall be ongoing from year-to-year.

If a driver does not accept an assigned field trip, the next eligible, non-assigned driver shall be eligible for the unaccepted trip.

If a field trip is cancelled, the driver for such field trip shall be rescheduled for the next available non-assigned field trip.

### C. FIELD TRIP LIST

1. After all drivers have become eligible for one trip, field trips shall be assigned in the order that drivers are listed on the Field Trip List. The Field Trip List shall list drivers in the order that they have accumulated extra hours exceeding their assigned hours; i.e., the driver with the least number of total extra hours shall appear first, and shall be eligible for the first assignment, the driver with the next least number shall appear second, etc. Field trip assignments shall be posted each Friday preceding the week during which the field trip has been scheduled, indicating the name of the driver, date and total accumulated hours.

2. If a driver does not accept an assigned field trip, the next eligible non-assigned driver shall be eligible for the unaccepted trip. Any driver who does not accept a field trip shall have the total hours for the unaccepted trip added to his/her accumulated field trip hours on the Field Trip List, subject to paragraph 3. Any driver who is absent for more than three (3) continuous work weeks because of illness, will not be charged for field trips scheduled that part of the employee's absence that exceeds three (3) weeks.

3. Drivers shall receive at least twenty-four (24) hours' notice of field trips. Any driver who has received less than twenty-four (24) hours' notice of a field trip and who has refused the field trip shall not have the field trip hours charged to his/her accumulated hours on the Field Trip List. If all regular drivers refuse a field trip, a substitute driver shall be called to take the field trip. However, if no drivers, including substitutes, are available to take the field trip, such field trip will revert to the first unassigned driver who has refused the field trip, and the field trip hours will be charged to his/her accumulated hours on the Field Trip List.

4. If a field trip is cancelled, the driver for such field trip shall be rescheduled for the next available non-assigned field trip.

D. EXTRA HOURS LIST - When a noon run, after school activity run, or any other miscellaneous run starting after the normal morning punch-in time becomes available, it will be offered to one regular driver according to seniority and low hours on the Extra Hours List. The core of the run, consisting of the high school, junior high and elementary run in the morning, and the high school, junior high and elementary run in the afternoon, shall be given to a substitute driver, plus any run that the same regular driver cannot take. If a driver is scheduled for an evening field trip and a noon run becomes available on that same day, he/she will not be passed over for the extra hours.

E. PROBATIONARY EMPLOYEES - Probationary employees shall be eligible only for local field trips.

F. OVERNIGHT AND EXTENDED FIELD TRIPS - Overnight field trips shall be rotated using the same procedure established for rotating Sunday field trips in paragraph (H) of this Article. Drivers assigned overnight and extended field trips shall be entitled to a reimbursement of actual expenses not to exceed the following:

1. Meals

Breakfast	\$ 2.00
Lunch	\$ 2.50
Dinner	\$ 5.00

2. Lodging

1 night	\$20.00
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3. The applicable hourly rate for driving time.

Note: Drivers seeking to be reimbursed for the above expenses must present receipts for said expenses to the Director of Finance of the School District.

G. CANCELLATION OF FIELD TRIPS AND WAITING TIME - Any driver reporting for a field trip which has been cancelled shall be paid for not less than one (1) hour's work. In the event a field trip is cancelled in sufficient time for the driver who was assigned the field trip to make his/her regular assigned run, the driver shall be entitled to make his/her regular assigned run.

Drivers shall be entitled to be paid for fifteen (15) minutes of waiting time between the end of the regular run and the beginning of the field trip assignments. In addition, a driver shall be paid from the end of his/her morning field trip to the start of the driver's afternoon run, not to exceed one-half (½) hour.

H. SATURDAY FIELD TRIPS - Drivers shall be guaranteed a minimum of three (3) hours' pay for Saturday field trips.

I. SUNDAY FIELD TRIPS - Sunday field trips shall be rotated from year to year on a seniority basis. A separate list shall be made for Sunday field trips for the purpose of maintaining the year-to-year seniority rotation. Except as provided in this section, Sunday field trips shall be subject to the provisions of this Article.

#### Section 12

#### OVERTIME HOURS

Any hours worked after eight (8) hours in one (1) day or forty (40) hours in one (1) week and all hours worked on a Saturday shall be compensated at the rate of one and one-half (1-½) times the regular hourly rate. All hours worked on a Sunday or a holiday listed in Article VII shall be compensated at the rate of two (2) times the regular hourly rate.

Section 13

GENERAL PROVISIONS

A. SPECIAL EDUCATION DRIVERS - At the beginning of each school year, special education route drivers shall receive one (1) hour pay for calling parents on their respective runs to arrange the students' transportation schedule. Such calls shall be made at a school district facility, either at the Administration Building or other designated location.

B. BUS DRIVER TRAINING SCHOOL - All Transportation Employees shall be paid their regular hourly rate while attending the Bus Driver Training School.

C. RULES AND REGULATIONS - All drivers, including substitutes, must comply with the Rules and Regulations adopted by the Board, the current copy of which is attached hereto. Drivers who fail to comply with such rules are subject to discipline for just cause.

D. UNEXCUSED LATENESS - Any driver reporting for work late shall be docked fifteen (15) minutes for being late not more than five (5) minutes and shall be docked thirty (30) minutes for being late between five (5) and ten (10) minutes. There will be a three (3) minute grace period per month with respect to tardiness. These will be non-cumulative from one month to the next. In addition, any driver who has accumulated three (3) unexcused lateness during the school year shall lose one (1) vacation day.

E. BIDDING MEETINGS -

(1) Tentative route packages, subject to revision by the Transportation Director, if necessary, shall be provided to drivers seven (7) calendar days before the August meeting. Selections shall be made by drivers at the August meeting in a timely manner, not to exceed three (3) minutes from the time the employee is asked. All drivers shall be

required to attend any bidding meetings, with the date and time to be established by the Supervisor, except in emergencies or unless a written excuse has been provided to the Supervisor. Failure to attend any one of these meetings could result in the termination of the employment of a driver and/or assignment to any vacant route.

(2) Employees' preferences, both for initial runs and for bus runs which are subsequently established by the District, shall be offered to drivers on routes that the Transportation Director has determined are available for the added time, in order of seniority. If none of the available drivers accept the added time, then it may be assigned to the least senior available driver. In the past at the August bid meeting, the District has chosen not to schedule "after school activities runs" and "noon runs" on the same route. While the District reserves the right to determine the routes, it agrees that in the future, it will attempt to schedule "after school activities runs" on a route containing a "noon run" so as to make longer routes, where appropriate. Further, if a driver schedules a day off prior to the posting of the field trip list for the following week, that driver's noon run will be assigned to a regular driver according to the lowest accumulated hours on the Extra Hours List.

(3) Routes shall not be considered established until the first week of October. Any established route that is increased shall be posted for bid to employees whose current route has ½ hour less time than the posted route. The posted route shall be awarded by seniority. The displaced employee shall assume the vacated route.

Any driver whose established route has decreased shall have the option to:

- A. Elect to displace an employee with less seniority whose route is ½ hour more than the senior driver's current (amended) route time, if a route so exists.

B. Elect to keep the present route as is.

The displaced employee shall assume the vacated route.

There must be a minimum of ½ hour difference in route times for bumping to be initiated.

F. ROAD TEST - All Transportation Employees shall receive pay for required road tests which are held periodically for driver's certification and licensing and which are normally, usually and customarily required by employees for such certification.

G. MECHANIC'S TOOL ALLOWANCE - Effective beginning the 1992-1993 school year, the mechanic shall be paid Eighty (\$80.00) Dollars annually as a tool allowance, to compensate the mechanic for the use of his personal tools. The District shall provide the Bus Mechanic with a uniform which shall be cleaned by the District every workday.

H. MAIL SLOTS - The District shall provide mail slots or the like for transportation employees.

#### Section 14

### TRANSPORTATION EMPLOYEES' RULES AND REGULATIONS

1. Equipment owned by the School District shall be used only when serving the School District.
2. Drivers shall not deviate from assigned bus routes unless express written authorization is first obtained from the Supervisor.
3. Drivers shall use only assigned vehicles unless the use of other than an assigned vehicle is authorized by the Supervisor.
4. All mechanical difficulties shall be reported by the drivers to the Supervisor.

5. Drivers shall not deny any student the privilege of transportation. In the event a student becomes a disciplinary problem, the driver shall give the name of the student to the principal or shall personally deliver the student to the principal's office. Disciplinary problems shall also be reported to the Supervisor.

6. Drivers shall report all moving traffic violations obtained during the school year and during the summer break period to the Supervisor, notwithstanding the fact that the violations were issued during non-working time.

7. Only authorized persons shall be permitted to ride School District vehicles.

8. Drivers shall be clean and neat in appearance, shall refrain from the use of tobacco while on a School District vehicle, shall refrain from the use of profane language, and shall refrain from the use of alcoholic beverages during the course of the school day and at least two (2) hours prior to the commencement of the first scheduled bus run.

9. Drivers shall maintain discipline and order on their vehicles in accordance with bus rules.

10. Drivers shall maintain their vehicles in a clean and neat condition at all times, in accordance with current practice. Drivers shall be required to completely wash the exterior of their buses at least one time each month during September, October, November, April, May and June. During these months, each driver shall be given a one-half (½) hour block of time to be used to wash the bus driven the employee. The driver may use the one-half (½) hour to wash his or her bus at any time between the driver's morning "punch-out" time and the driver's afternoon "punch-in" time, which is mutually agreeable to the driver and the Transportation Director. The driver shall be paid for one-half (½) hour of straight time pay. Each driver shall be responsible for putting away bus washing equipment.

Interiors of buses shall be cleaned by the driver during regular "layover time", in accordance with the current practice. If a driver prefers not to wash his or her own bus, then that driver may, subject to the approval of the Director, allow any other employee to use the one-half ( $\frac{1}{2}$ ) hour to wash the driver's bus. In that case, the other employee shall receive one-half ( $\frac{1}{2}$ ) hour's straight time pay. The time shall not be assigned to any employee if the work would have to be done on overtime. It is understood that to the greatest extent possible, time shall be scheduled for use without creating overtime situations.

11. Drivers shall prepare an accident report on designated forms immediately after every accident involving a school bus or school bus passengers.

12. After the completion of each bus run, drivers shall check their vehicles for vandalism and lost articles.

13. Drivers shall permit a child to leave a School District vehicle only at a regular stop, except upon written request of the parents to the principal, who will countersign the note and return it to the child for presentation to the driver.

14. Drivers shall report all complaints to the Supervisor, who shall make a written memorandum of each complaint and shall submit said memorandum to the Superintendent of the School District.

15. Drivers shall be familiar with and shall comply with all applicable state statutes, county and local ordinances and rules promulgated by the Board. Each driver shall be provided with a list of driving procedures by the Supervisor.

16. Drivers shall supervise the activities of children leaving the bus until they have crossed the highway in safety.

17. Children shall pass in front of the bus when crossing a highway or street.

18. Drivers shall not allow children to hitch on the bus when skating, riding bicycles, etc.

19. Drivers shall be considerate of other motorists and shall reduce speed to afford the opportunity for other vehicles to pass and to prevent a long line of vehicles from forming in back of the bus.

20. No school bus shall be stopped or turned around at any point on a highway or street unless the bus can be seen by approaching traffic from a distance of at least 400 feet.

21. Drivers shall operate flasher lights when stopping the bus to load or unload passengers except at schools.

22. When following another bus, drivers shall remain 100 feet in back of the preceding bus.

23. Drivers shall place the gearshift in neutral when loading or unloading students.

24. Drivers shall drive at a safe speed. Forty-five (45) miles per hour shall be the maximum speed on all runs within the District.

25. Drivers shall refuel their buses only when all children have been discharged from the bus.

26. When approaching a railroad crossing, the driver shall bring his/her bus to a complete stop at a safe distance from the tracks, regardless of whether the bus contains passengers. The driver shall not proceed across the tracks until he/she has looked carefully in each direction and has opened the door and listened for the sound of an approaching train and has assured himself/herself that it is safe to proceed. If an approaching train is

visible and moving, the driver shall wait until the train has passed the crossing before he/she proceeds.

27. Drivers shall not run their buses backwards on school grounds without proper signals from a responsible person outside the bus, except in the bus yard when parking.

28. Drivers shall report all hazards or dangerous conditions of which they know, or reasonably should know, which provide an actual or potential threat to the safety of the children in his/her care.

29. Drivers shall be required to be at the garage by punch-in time.

30. No driver shall drive more than ten (10) hours in any twenty-four (24) hour period.

31. Before each run, drivers shall check their bus to insure that all necessary safety equipment is on the bus; i.e., fire extinguisher, flares, fuses, first aid kit, etc.

32. Drivers shall not make unauthorized stops or pickups on regular assigned runs.

33. Drivers shall not run out of fuel at any time during their assigned runs.

34. Each driver shall be responsible for punching his/her own time card prior to the designated starting time and following the completion of assigned runs.

35. Drivers shall advise their immediate Supervisor of any employment they may be engaged in other than with the School District, including the hours and days worked. If the employee's second job interferes with his/her employment with the School District, the employee must discontinue the other job or, in the alternative, discontinue his/her service with the School District.

## SCHOOL BUS RULES

36. Drivers shall advise their immediate Supervisor of any medicine and/or drugs which they may be taking and shall upon the request of the Supervisor furnish a doctor's certificate setting forth the effects which such medicine and/or drugs have upon the driver.

37. During working hours, drivers shall always be alert and attentive and shall treat their vehicle with the utmost care.

38. Drivers shall, following inspection of their bus after each bus run, report to their immediate Supervisor any damage and/or vandalism to their bus and the person or persons responsible for such damage or vandalism.

39. Drivers shall assign seats to each student riding their bus.

40. Drivers shall obey such other rules and regulations as the Board may adopt regulating the use and operation of school buses.

## C. FOOD SERVICE DIVISION

### Section 1

#### REGULAR AND OVERTIME HOURS

A. REGULAR HOURS - The regular hours which an employee works shall be determined by the employee's immediate supervisor.

B. OVERTIME HOURS - Any hours worked after eight (8) hours in one (1) day or forty (40) hours in one (1) week shall be compensated for at the rate of one and one-half (1-½) times the regular hourly rate. Notwithstanding the foregoing, all hours worked for banquets and Board dinners shall be compensated for at one and one-half (1-½) times the employee's regular hourly rate.

### Section 2

#### GENERAL PROVISIONS

A. SUBSTITUTE EMPLOYEES - Substitute employees shall be excluded from all of the provisions of this Agreement, unless such agreement expressly otherwise provides.

B. STUDENT WORKERS - The Board, in its sole discretion, may utilize and employ student employees for cafeteria work whenever it deems necessary, except student workers will not be used to supplant regular food service employees.

C. WORKING IN A HIGHER CLASSIFICATION - Any food service employee who works one (1) hour or more in a higher classification shall receive the rate of pay for the higher classification for the hours worked in such classification.

D. POSTING OF VACANT POSITIONS - Vacant food service unit positions which have not been terminated or eliminated by the Board of Education shall be posted for a period of seven (7) days. Food service employees may apply for the vacant

positions within the seven-day period. The District shall attempt in good faith to notify the Union Steward or Chairperson as to the name of the successful candidate within fourteen (14) days after the posting period, and to place the successful candidate into the position within twenty-one (21) days after the posting period.

E. HOLIDAYS - Food service employees, excluding Elementary Servers, who are covered by the terms of this Agreement and who otherwise would have been scheduled to work on the following holidays if they had not been observed as holidays shall be paid at their regular hourly rate for Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, Good Friday, and Memorial Day, based upon their normally scheduled number of hours for a regular workday. Effective beginning the 1992-1993 school year, employees, including Elementary Servers, shall receive Christmas Eve and New Year's day as paid holidays. Effective beginning the 1994-95 school year, Elementary Servers shall also receive Good Friday as a paid holiday. Effective beginning the 1995-96 school year, Elementary Servers shall also receive Thanksgiving and Memorial Day as paid holidays. Effective beginning the 1996-97 school year, Elementary Servers shall also receive the Friday after Thanksgiving and Christmas Day as paid holidays.

If an employee is required to work on any of the above enumerated holidays he/she will receive his/her holiday pay plus double time for all hours worked.

When one of the above enumerated holidays shall fall on a Sunday, the Monday shall be deemed the holiday. When one of the holidays falls on a Saturday, then Friday shall be deemed the holiday. If school is in session on such Mondays or Fridays, the holiday or holidays will be rescheduled to another date by mutual agreement of the parties to a date when school is not in session.

F. BANQUETS - The Union shall maintain the banquet hours list, and shall assign employees, other than the Head Cook and Head Baker, to work at banquets in accordance with the District's stated needs. Elementary Servers shall be included in rotation for banquet hours. If the Union fails to assign employees consistent with the District's stated needs, the Director of Food Service shall immediately contact the Food Service Union Steward to resolve the problem. Food Service employees shall be paid one and one-half (1½) times their regular hourly rate for banquets and Board dinner occurring outside of the regular working day. Banquets scheduled to be longer than five (5) hours shall be divided into two (2) shifts. Employees shall have the option to work both shifts. Rotation on the banquet list excludes the Vocational Education leader due to the Vocational Educational Department overtime. If circumstances exist where all food service employees refuse or are working, the Vocational Education leader shall be asked to fill in on the rotation list before substitute employees are used.

G. SUBSTITUTE EMPLOYMENT - Interested employees of the Food Service Division may apply for vacant positions on the Maintenance Division's substitute employee list, to be considered along with other applicants for such vacant positions as long as the employee is available to work without interfering with his/her usual duties and as long as such work can be performed without having to be "combined" with the employee's regular hours for overtime calculation purposes under the Fair Labor Standards Act. Assignment of a Food Service employee to substitute duties will be at the same rate of pay, terms and conditions of employment as is applicable to other substitute employees on the list.

H. HELPER SUBSTITUTE - When a substitute is needed for a Helper position, the District shall notify the Union Steward, who shall assign an Elementary Server

to the Helper position. The substitute shall then be assigned the Elementary Server position. The same Elementary Server will be used to replace the Helper so long as the Helper is continuously absent.

I. VACATION FOR 12-MONTH EMPLOYEE - A Food Service Employee who works twelve (12) months during the year, more than fifty (50) hours each month, and more than twenty-five (25) hours a week, shall be paid five (5) days vacation pay. A Food Service Employee who works twelve (12) months during the year, more than fifty (50) hours each month, and more than twenty-five (25) hours a week, for more than five (5) consecutive years, shall be paid ten (10) days vacation pay. The amount of an employee's vacation pay shall be determined by his/her supervisor from his/her established daily pay. In determining vacation pay, overtime shall not be considered as part of the established daily pay. Absent the District's agreement, employees eligible for vacation benefits shall not take any vacation, but during the term of this Agreement shall be paid in lieu of any vacation the sum of money due.

Section 3

SALARY SCHEDULE

1994 - 1995

<u>CLASSIFICATION</u>	<u>PER HOUR RATE</u>	
	<u>First Year</u>	<u>After 1 Year</u>
Head Cook	11.01	11.53
Head Baker	10.72	11.20
Truck Driver/Senior Citizen/ Head Start Second Cook	9.77	10.22
Second Cook - Leader	9.61	10.06

Helper	9.01	9.39
Elementary Server	6.08	6.35

SALARY SCHEDULE

1995 - 1996

CLASSIFICATION

PER HOUR RATE

	<u>First Year</u>	<u>After 1 Year</u>
Head Cook	11.29	11.82
Head Baker	10.99	11.48
Truck Driver/Senior Citizen/ Head Start Second Cook	10.01	10.48
Second Cook - Leader	9.85	10.31
Helper	9.24	9.62
Elementary Server	6.47	6.76

SALARY SCHEDULE

1996 - 1997

CLASSIFICATION

PER HOUR RATE

	<u>First Year</u>	<u>After 1 Year</u>
Head Cook	11.57	12.12
Head Baker	11.26	11.77
Truck Driver/Senior Citizen/ Head Start Second Cook	10.26	10.74
Second Cook - Leader	10.10	10.57
Helper	9.47	9.86
Elementary Server	6.88	7.18

The present Head Baker as of the date of this Agreement shall receive the same hourly rate as the Head Cook, provided that if the present Head Baker leaves his/her employment with the School District or takes a position with the School District other than as its Head Baker, the hourly rate will revert to the hourly rate for the Head Baker classification.

#### Section 4

#### WAGE PREMIUM

The following position within the Helper classification shall receive the following wage premium in addition to the Helper rate:

High School Dishwashing Position - 30¢/ per hour

#### Section 5

#### STATE RETIREMENT CONTRIBUTION

The Board agrees to pay the employees' state retirement contribution to the State School Employees' Fund in the amount of five (5%) percent of the wages set forth in the above schedule.

#### Section 6

#### LONGEVITY

Each employee covered by the terms of this Agreement who completes a full school year and who has been employed by the Fraser Public Schools for five (5) years of continuous employment as a food service employee shall receive Twenty-Five (\$25.00) Dollars annually. The longevity payment shall be paid in June of each year to eligible employees who have completed five (5) continuous years of employment as a food service employee. The first longevity payment shall be paid in June of 1990. Effective beginning the 1992-1993 school year, food service employees shall be paid longevity in accordance with the following table:

5-10 years of service	\$ .10/hour
10-15 years of service	.16/hour
15 or more years of service	.20/hour

The above amounts shall not be cumulative.

Section 7

LIFE INSURANCE

The Board agrees to pay the full cost of a group life insurance policy in the face amount of \$5,000.00 per employee covered by the terms of this Agreement, subject to the terms of the policy. Life insurance shall be effective within thirty (30) days following ratification of the Agreement by the Board.

Section 8

UNIFORM ALLOWANCE

Each employee covered by the terms of this Agreement shall receive \$100.00 annually from the Board as a Uniform Allowance, and the Truck Driver shall receive an additional \$30.00 annually from the Board as a Uniform Allowance. In the event an employee does not complete the full school year, the employee shall refund to the Board a pro rata portion of the Uniform Allowance, determined on a monthly basis, which the Board may deduct from the employee's final pay.

Employees covered by the terms of this Agreement shall be paid their uniform allowance as provided herein in advance on or before September 15th.

Employees assigned to work during the summer months when school is not in session shall receive an additional \$20.00 annually as a uniform allowance in June of each year (beginning in June of 1990) for uniforms and/or shoes.

## Section 9

### SICK LEAVE DAYS

Each employee covered by the terms of this Agreement shall be entitled to two (2) sick leave days per year for reasons of the personal illness of the employee; effective beginning with the 1995-96 school year, this will increase to three (3) sick leave days per year. Unused sick leave days may accumulate from year to year to a maximum of twelve (12); thereafter, accumulated sick leave days must be redeemed. At the end of each school unused sick leave days may be redeemed at the rate of \$25.00 per unused sick leave day. Advance notice of the use of a sick leave day shall be provided by the employee to the employee's supervisor or designee as soon as possible in order that appropriate arrangements can be made for a substitute.

An employee shall also be eligible to receive three (3) days, and up to five (5) days when the funeral is over 250 miles away, to attend the funeral in the employee's or spouse's immediate family, as defined in Article B.3.B, subject to the approval of the Director of Personnel.

## Section 10

### HEALTH INSURANCE

Food service division employees who work at least six (6) hours per day or more shall be eligible to purchase single party health insurance coverage for employees but not for employee's dependents, in a Health Maintenance Organization to be selected by the Board. The HMO shall contain a provision for a \$5.00 prescription co-pay. The Board shall pay one-half (½) of the cost of such coverage, and the employee shall pay one-half (½) of the cost of such coverage. An employee shall be eligible to purchase full family health insurance coverage with the District health insurance carrier, subject to the terms and

conditions of the policy. The Board shall pay one-half (½) of the "single party" rate towards such coverage, and the employee shall pay the balance. The employee's contribution shall be on a payroll deduction basis.

Section 11

NON-ELIGIBLE EMPLOYEES

All Food Service employees who work less than four (4) hours per day shall not be entitled to receive the paid holidays from the existing contract prior to January, 1992, except as set forth in Section C.2.F, entitled "Holidays".

Section 12

PERSONAL LEAVE

Food Service employees may receive unpaid leave for a period not to exceed two (2) weeks upon approval of the employee's immediate supervisor.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement by their duly authorized representatives on the day and year first above written.

BOARD OF EDUCATION  
FRASER PUBLIC SCHOOLS DISTRICT

By: *Deuane Martin*  
Deuane Martin, President

By: *Frank P. Woloszyk, Jr.*  
Frank P. Woloszyk, Jr., Secretary

INTERNATIONAL UNION OF AMERICAN  
FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO,  
AND METROPOLITAN COUNCIL NO. 25,  
AND LOCAL NO. 3846.

*Ploy D. Hoag*

*Barbara A. Hase*

*Lucine D. Davis*

*Alice A. Krisley*

*Barbara A. Hase*

*Marlene A. Sevil*

*June Malinowski*

Ratified by the Board of Education of the Fraser Public Schools District on January 9, 1995.

Ratified by the International Union of American Federation of State, County and Municipal Employees, AFL-CIO, and Metropolitan Council No. 25 and Local No. 3846 on December 20, 1994.

EXHIBIT A

AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

AUTHORIZATION FOR  
DUES DEDUCTION

By: \_\_\_\_\_  
Please Print      Last Name      First Name      Middle Name

To: \_\_\_\_\_  
Employer

Effective \_\_\_\_\_, I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME Local Union No. \_\_\_\_, and effective the same date to deduct from my earnings \_\_\_\_\_ a Payroll Period sufficient amount to provide for the regular payment of the current rate of monthly union dues, as certified by the union. The amount deducted shall be paid to the treasurer of \_\_\_\_\_, of the American Federation of State, County and Municipal Union Name and Number

Employees. This authorization shall remain in effect unless terminated by me by written notice to the union and employer within thirty (30) days immediately preceding the termination date of the existing Union - Management Agreement, or termination of my employment.

This space reserved for  
additional information  
when required

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City and State

## LETTERS OF INTENT AND UNDERSTANDING

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### FOOD SERVICE COMMITTEES

The Board and Union agree to establish a Study Committee to review the issue of uniforms and clothing for food service employees. Both the Board and Union shall have equal representation on the committee.

The Board and Union agree to establish a monthly menu committee to review selections and combinations of food being served to discuss potential serving problems. The Committee shall have equal representation of the Board and the Union, with the understanding that the Union will not have more than four (4) representatives, unless otherwise agreed.

It is understood that the parties shall continue discussions regarding issues involving the catering function.

### MANAGEMENT DRIVING BUSES

It is understood that management will avoid driving buses, wagons or other student transportation vehicles. In the case of an emergency and a Union driver cannot be found, as a last resort, management will bump up the lowest hours driver and drive the least possible amount of hours.

Example: If a 4 1/4 hour run is vacant and a Union driver cannot be found to cover it, the driver with a 2 1/4 hour run will have the option to drive the 4 1/4 hour run and management will drive the 2 1/4 hour run.

## WASHING BUSES

Upon 30-day written notice of the Union, the District shall thereafter be responsible for washing the exterior of buses, and section 10 of the Transportation Employees Rules and Regulations shall be changed to read as follows:

"10. Drivers shall maintain their vehicles in a clean and neat condition at all times, in accordance with current practice. This includes maintaining clean windows, mirrors and lights. Interiors of buses shall be cleaned by the driver during regular 'layover time', in accordance with the current practice."

## DRUG AND ALCOHOL TESTING

The Board and Union agree that if the District implements drug and alcohol testing of drivers as of January 1, 1995, the Board shall comply with applicable Department of Transportation regulations concerning the same that will apply in any event as of January 1, 1996. In addition, the Board and Union agree that if the District itself generates the Random Testing list, a representative of the Union will be present. In addition, it is agreed that all time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay. Any employee who is not allowed to return to work while awaiting a negative test result will be compensated during the waiting period for all time lost. The Employer shall pay all costs associated with the administration of alcohol and controlled substance tests, but not re-tests after a positive test.

## CONTRACTING OUT

In the event that the District contracts out the services of the bargaining unit covered by this Agreement which results in the permanent layoff of more than one-quarter of the

employees in the unit, the District agrees to negotiate a benefits severance package for the permanently laid off members of the bargaining unit.

#### HOSPITALIZATION

Re: Article B.2.A, Hospital and Surgical Insurance

It is the intent of the Fraser Board of Education to provide effective July 1, 1994, unless otherwise provided, the following health and surgical benefits as a result of the Collective Bargaining Agreement:

From Blue Cross/Blue Shield of Michigan, the Board will provide health insurance plan which includes DC, SD, COMP, D45NM, BMT, CC, MVF2, VST, FAERC, ML, CNM, SAT2, OPPCZ, SOT, PD200, PDMAC, MMC4, MMCPD, COB3, XF, EF, HMN, RAPS, GLE-1, RAPS2.

#### WITHDRAWAL OF GRIEVANCE/ARBITRATION

As part of the parties new agreement for a successor labor contract, the Union agrees to withdraw all pending grievances/arbitration cases, including the grievance/arbitration case on field trips.



