

AGREEMENT

between

BOARD OF EDUCATION

of the

LAPEER COMMUNITY SCHOOLS

and

LAPEER TRANSPORTATION ASSOCIATION

2012-2014

(Extended December 6, 2012)

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....	1
ARTICLE 2 RECOGNITION	2
ARTICLE 3 AGENCY SHOP AND DUES DEDUCTION	2
ARTICLE 4 ASSOCIATION RIGHTS	4
ARTICLE 5 MANAGEMENT RIGHTS.....	4
ARTICLE 6 LEAVE PROVISIONS	5
ARTICLE 7 GRIEVANCE PROCEDURE.....	12
ARTICLE 8 WORKING CONDITIONS	15
ARTICLE 9 SAFETY AND EQUIPMENT	19
ARTICLE 10 SENIORITY	20
ARTICLE 11 LAYOFF AND RECALL	22
ARTICLE 12 PROBATIONARY PERIODS	23
ARTICLE 13 EXTRA WORK AND OVERTIME	23
ARTICLE 14 RETIREMENT	27
ARTICLE 15 DISCIPLINE OF EMPLOYEES.....	27
ARTICLE 16 EFFECT OF LEGISLATION	28
ARTICLE 17 BARGAINING UNIT WORK.....	28
ARTICLE 18 STRIKES AND SANCTIONS	28
ARTICLE 19 COMPENSATION, BENEFITS AND WORK DAYS.....	29
ARTICLE 20 TERM OF AGREEMENT, SPECIAL PROVISIONS AND RE-OPENER PROVISION	34
APPENDIX A: JOB DESCRIPTIONS	
School Bus Driver.....	36
Special Education Bus Attendant	37
APPENDIX B: LETTERS OF UNDERSTANDING AND AGREEMENT	
Attendance Improvement Program.....	39
Substitute Drivers	40
Transportation Employee Sick Leave Transfer	41
Bus Driver Trainer/Dispatcher/Reserve Driver	42
Seniority Extra Work	43
Dues Collection	44
2012-2013 and 2013-2014 Wage Schedule.....	45

AGREEMENT

This Agreement entered into this 12th day of July, 2012, and extended the 6th day of December, 2012, by and between the Lapeer Community Schools Board of Education hereinafter called the "Board" and the Lapeer Transportation Association – MEA/NEA hereinafter called the "Association".

WITNESSETH:

PREAMBLE

WHEREAS it is the intent and purpose of the parties hereto that this Agreement shall set forth their agreement on rates of pay, hours of work, and terms and conditions of employment of the Board employees covered by this Agreement.

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE 1 **DEFINITIONS**

Section 1

The terms "Board" and "Association" shall include authorized officers, representatives, and agents. Despite reference herein, the "Board" and "Association" as such, each reserves the right to act hereunder by committee, or designated representative.

Section 2

Reference to male employees shall include female employees.

Section 3

School Bus Driver: Any person employed by the Board to drive a school bus or school transportation vehicle who is assigned a regular daily assignment with established daily work hours including each unassigned driver; is a member of the bargaining unit or is a probationary employee working toward full bargaining unit status.

Special Education Driver: Any employee with a regular daily assignment that is primarily spent driving students who are designated for special services and ride specially equipped vehicles for that purpose; also included as a "School Bus Driver".

Unassigned Driver: An employee with a regular daily assigned report time but without a regular run package; also included as a "School Bus Driver".

Bus Aide: An employee with a regular daily assignment as an Aide; also included as a "School Bus Driver".

Substitute Bus Driver/Substitute Aide: An employee who is qualified to drive a school bus if appropriately credentialed but does not have a regular daily assigned report time or assigned route; is not represented by the bargaining unit.

Trainee Bus Driver: A person in training to become a Substitute Bus Driver but may not possess the credentials or knowledge to substitute on a school bus run; is not represented by the bargaining unit.

Run Package: Any run or combination of runs that is packaged together to make up an employee's daily work assignment. Run packages may also contain some unassigned scheduled time.

Unassigned Package: Selected report time for an unassigned driver to report for work.

Run Package Segment: The portion of a run package with a start and end time. (Example: Run Package Time = 6:00 to 9:30 AM + 12:00 – 1:00 PM + 2:30 to 5:00 PM. The 6:00 – 9:30 AM portion is one run package segment).

Daily Runs: A reference made to a run package segment or portion thereof. (Example: Run package segment 6:00 to 9:30 AM contains a high school daily run, Murphy daily run, and Zemmer daily run.)

Extra Work: Work assignments that are not part of a run package or summer bus cleaning and start or finish between the hours 5:30 AM and 4:30 PM on days when Lapeer Community Schools is in session.

Seniority Extra Work: All work assignments that are not part of a run package and begin and/or end outside of 5:30 AM to 4:30 PM or anytime when school is not in session, beginning with the first day of school for students of Lapeer Community Schools and ending with the last day of school for students of Lapeer Community Schools and excluding Special Education summer run packages, summer work, summer bus cleaning, and training.

Summer Work: All work that occurs after the last day for students of Lapeer Community Schools and ending with the first day for students for Lapeer Community Schools in the month of September and excluding year-round school extended year packages, Special Education summer run packages, seniority extra work, and summer bus cleaning.

Reporting Time: The time an employee is to begin work.

On the Clock: A reference made to an employee who is on scheduled or unscheduled paid time.

ARTICLE 2 **RECOGNITION**

The Board hereby recognizes the Association as the exclusive bargaining representative for:

All full and regular part time bus drivers of the Lapeer Community Schools excluding all supervisors, administrators, management staff, reserve driver, mechanics, teachers, paraprofessionals, custodians, office clerical, temporary and substitute employees, and all other school district employees.

ARTICLE 3 **AGENCY SHOP AND DUES DEDUCTION**

In accordance with the terms of this Article, each bargaining unit member with thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association. Bargaining unit members joining the Association shall pay dues and assessments to the Association in accordance with its policies and procedures.

- A. **Service Fee Payers:** Bargaining unit members not joining the Association shall pay a service fee to the Association, as determined in accordance with the MEA policy and procedures regarding objections to political-ideological expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, to the extent permitted by law and other administrative and judicial procedures shall be barred.
- B. **Non-Payment of Dues or Service Fees:** The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- C. The Association agrees to indemnify and save Lapeer Community Schools, the Board, including each individual school Board member past and present, and the Board's administrative employees past and present and agents, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of action taken or not taken by the Board, or in reliance upon signed authorization cards or lists furnished to the Board by the Association for the purpose of payroll deduction of dues, or for the purpose of complying with this agreement, subject to the following:
1. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or other tribunal;
 2. The Association has the right to choose the legal counsel to defend any said suit or action;
 3. The Association shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE 4

ASSOCIATION RIGHTS

Section 1

The employees and the Association, as their exclusive bargaining representative, shall have and enjoy all the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965 as amended from time to time and by other applicable statutes now or hereafter enacted except as expressly limited by the terms of this Agreement.

Section 2

The Board agrees to furnish the Association in response to reasonable requests from time to time, all available information concerning the financial resources of the District, tentative budgetary requirements and allocations and other such information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the drivers and their-passengers, together with information which may be necessary for the Association to process any grievance or complaint. Such requests must be in writing and specifically designate the material requested. For materials not normally mass-produced a reasonable cost/charge may be required.

Section 3

The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, providing such use does not interfere with previous building commitments.

Section 4

Duplicating machinery shall be available for Association use. Materials used solely for the benefit of the Association shall be paid for by the Association. Materials used for preparation of items of mutual and common use shall be provided without cost by the Board.

Section 5

The Association shall notify the Board of its Association representatives and alternate representatives. No Association representative or alternate, regardless of when selected, shall function as such until the Board has been notified in writing by the President of the Association.

Section 6

Association representatives and their alternates and other Association officials shall be permitted to engage in contract negotiations and adjustment of grievances subject to the limitations set forth in this Agreement.

Section 7

Any Association representative or alternate having an individual grievance in connection with his/her own work may ask that another Association or alternate or Association Official assist him/her in adjusting the grievance with his/her supervisor.

Section 8

Bulletin boards shall be erected in a conspicuous place for the purpose of posting notices of Association business or activities. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board. All materials posted on bulletin boards shall indicate the organization responsible for the material and clearly indicate the author's identity. Bulletin boards used for the above purpose shall be in areas not commonly frequented by students.

Section 9

All notices required to be given by this Agreement shall be sufficient if mailed to the Board by ordinary mail to such address as the Board shall direct in writing. All notices required to be given to the Association by this Agreement shall be mailed to the Association by ordinary mail, addressed to 5095 Exchange Drive, Flint, MI 48504, or to such other address as the Association shall direct in writing and a copy placed in the president's mailbox. All notices to be given to an employee under this Agreement shall be mailed to his last address recorded in the Board's office. It shall be the responsibility of employees to notify the Board and their immediate supervisor of any change of address and phone number within ten (10) days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.

Section 10

Two (2) days shall be provided for Association leave in the event the Association is desirous of sending representatives to local, state, or national conferences conducted by the Association for the furtherance of its own professional purposes or other business leave pertinent to Association affairs. Said representatives shall be excused, providing the frequency does not significantly interfere with the quality of the employee's work. For days in excess of two (2) per school year, the Association will reimburse the District for the cost of substitutes for the additional days, and providing that said request for leave has been submitted to the superintendent or designee for approval as soon as possible prior to the leave. Association business shall be defined as determined by the Lapeer Transportation Association Executive Board.

ARTICLE 5 **MANAGEMENT RIGHTS**

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 and authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing, the right to:

- a) Manage and control the school's business;
- b) Direct the working forces and promote, reassign, layoff, and transfer employees as may be necessary as per contract;

- c) Determine the size and placement of the working force and location of all work operations;
- d) Adopt and enforce reasonable rules and regulations;
- e) Determine all services, supplies, and equipment necessary to continue operation;
- f) Determine standards of operation and goals for improvement;
- g) Determine qualifications for employees generally and the specific qualifications for various positions;
- h) Determine all financial policies and operations;
- i) Determine the supervisory organization for all operations.

The exercise of these powers, rights and authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement and by Act 379 of the Michigan Public Acts of 1965. Pursuant to Section 423.215 of the Public Employment Relations Act, the Board is the sole authority to decide matters that are labeled "prohibited subjects of bargaining" unless otherwise changed by subsequent law. Finally, pursuant to P.A. 9 of 2011, an emergency manager appointed under the Local Government and School District Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act.

ARTICLE 6

LEAVE PROVISIONS

Section 1

The Board and Association agree that regular attendance of all employees is essential to the proper operation of the Board's transportation operations. Further, it is agreed that the leave provisions here set forth provide for the reasonable absences from work of employees. The Board reserves the right to investigate suspected abuses of the leave privileges and to require reasonable proof when evidence exists that abuse has occurred. Furthermore, the Board has the right, limited by the provisions of this Agreement and applicable laws, to discipline employees for abuse of leave privileges or for excessive absenteeism or tardiness. The Board confirms the Association's right to use the Grievance Procedure when the Association alleges that the contract has been violated in respect to leaves and absences of employees. It is the responsibility of the employee to notify the employer of the reason for absence at the time the absence is reported. Notice of absence from work will only be accepted from the employee or the employee's spouse.

Section 2 - Sick Leave

- A. School Bus drivers shall earn sick leave hours equal to one (1) leave day for each month of regular employment for all work to which they were regularly assigned and scheduled to work at least one half ($\frac{1}{2}$) of the scheduled workdays in the month. Employees working the regular school year may earn ten (10) leave days per year (one day following each month September through June); employees working in August in relation to a Year-Round Program such as Turrill Elementary School may earn eleven (11) days per year (one day following each month August through June); and employees working in July and August in relation to the Special Education Program may earn twelve (12) days per year (one day following each month September through August). Employees must work or be on paid leave at least one half ($\frac{1}{2}$) of the workdays in a calendar month to be credited with leave hours.

Sick leave hours shall be credited to employees following each month worked.

- B. The value of a leave day credited to an employee's individual account is based on the employee's regular assignment during the month it was earned at the time of accrual (i.e. first pay of each month). For example, employees who earned leave days on a two hour assignment may need to use several leave days/hours if they have an absence while assigned to a longer work day.
- C. Sick leave hour credits may be carried from one year to the next and may accumulate to 720 hours. Employees exceeding 720 hours on July 1 will be bought down to 720 through payment of one dollar, eighty-two cents (\$1.82) for each accumulated sick leave hour in excess of 720.
- D. Sick leave hours may be used when an employee's personal illness or physical incapacity makes working impossible or detrimental to the employee's recovery. An employee claiming leave for personal illness extending beyond five (5) consecutive workdays shall be required, before being entitled to further sick pay, to submit to his/her immediate supervisor his/her physician's written statement which shall indicate the beginning date, nature, and estimated duration of the illness or physical incapacity. Before an employee may return to work after an illness of more than five (5) days duration, a statement shall be submitted to the employee's immediate supervisor from the employee's physician certifying that the employee is capable of returning to work. The Board may require the employee to have an examination by a physician designated by the Board and at the Board's expense.

Sick leave hours may be used when an employee needs to remain out of work because of the illness, injury, or incapacity of a member of the employee's immediate family, which includes the employee's spouse, children, parents, brother, sister, grandparents, grandchildren or any other person whose relationship is equivalent to that of a household relative. Sick days in excess of five (5) consecutive workdays cannot be used for illness in the family, unless the family member is one who is herein described and has been a member of the employee's household during the previous six (6) months or is a newborn infant unless pursuant to the Family and Medical Leave Act.

Eligibility for use of paid sick leave as referenced herein is determined as follows:

- 1. Employees must call the established office phone number at 5:00 AM for a reporting time of 5:45 AM (or 45 minutes prior to the earliest reporting time if other than 5:45 AM) or at least one hour prior to the reporting time if such time is later than the earliest reporting time.
- 2. Employees who are absent at their reporting time and have not called to report the absence as stipulated above shall have their pay docked as follows depending upon the circumstances.
 - a. With Doctor's Note Explaining Why Call Was Late
Employee is docked pay from reporting time until one hour after call was received or until driver actually begins one of her/his daily runs, whichever is less.
 - b. Without Doctor's Note Explaining Why Call Was Late
Employee is docked pay for the entire run package segment directly associated with the late call or until driver actually begins one of her/his daily runs, whichever is less. Progressive discipline will be initiated.
- E. An employee who resigns and is rehired whether there is a break in service or not, is not entitled to previously earned paid sick or personal leave.
- F. Any employee whose personal illness extends beyond the period of compensation provided by leave day unit provisions shall be granted upon written request, a leave of absence without any pay or fringe benefits except as paid by the employee or as provided by contract for such time as is necessary for complete recovery from such illness, but not to exceed twelve (12) months. Any employee on medical leave of absence without pay or fringe benefits, except as paid by the employee, shall not be entitled to advancement on the salary schedule, but shall be allowed to

accumulate seniority up to twelve (12) months. During such medical leave the employee shall not maintain other employment unless specifically approved by the Board. If not approved the leave shall be canceled and the employee shall be discharged if he/she does not report to work within five (5) working days of receipt of notification from the Board. The Board may require verification of such extended illness by a physician acceptable to the Board. If the employee's own physician is unacceptable to the Board, the Board shall pay the cost of examination by a doctor acceptable to the Board.

- G. Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law may receive from the Board the difference between the disability benefits provided by the Workers' Compensation Law and the employee's normal per diem rate. To the extent that the Board makes payment to the employee for that portion of his salary not reimbursed under the Workers' Compensation Law, said partial payments shall be charged pro rata against the employee's accumulated sick leave. The employee shall have the option to use or not use sick hour credits during such period. The conditions of return to employment shall be the same as in medical leave. Seniority shall accrue during such period and salary schedule experience shall be allowed.

Employees qualifying for Workers' Compensation due to a work-related illness or injury may be returned to work in a "Favored Work Position" that is designed to meet their physical needs and restrictions. Such work will either be LTA bargaining unit work or work that is not exclusive to any bargaining unit. The decision to return the employee to work will be made by the Superintendent or designee after consulting with the medical personnel responsible for advising the administration on work restrictions. Compensation for such a position will be such that the Board and/or Workers' Compensation carrier will assure the employee an amount equal to the employee's daily rate of pay for work occurring during each of the employee's regular workdays. For work outside regular workdays (i.e. vacation periods), the employee will be paid an amount equal to that earned under Workers Compensation regulations. Favored Work positions will not replace a regular position and are not subject to the position bidding process. The work duties of each favored work position will be outlined in writing and will be provided to the Association and employee prior to the beginning of such favored work. The Association and administration shall confer regarding such duties including pertinent expectations and requirements prior to implementation of each new favored work position. Employees will not be assigned to favored work positions in which the employee works alone between the hours of 11:00 PM and 5:00 AM.

- H. It is agreed that any unit employee on workers' compensation will be provided with Board-paid medical benefits the employee had immediately prior to going on workers compensation with any employee contribution remaining in effect (does not include dental or vision insurance) for up to a maximum of six (6) months from the date said employee is no longer utilizing paid sick leave.

Section 3 - Personal Business Leave

- A. After an employee has satisfactorily completed ninety (90) days of work as a regular employee the employee is entitled to two (2) days per year (prorated for employees working less than a full year) for personal business. Unused personal business days may accumulate to four (4) days. Personal business days accumulating in excess of four (4) days shall be transferred to accumulated sick leave.
- B. The following explanations of personal business require no further explanation: legal matter, financial matter, moving, marriage of employee or immediate family members which shall include father, mother, children, grandparents, grandchildren, brother, sister, or step-relatives of a like relationship or in-laws of like relationship. All other requests for use of a leave day for personal business may require further explanation. Whenever possible, personal business leave should be prearranged.
- C. Personal business leave is not to be used for extending vacations, recreation, or any reason not related to personal business which could be conducted outside regular work hours.

Section 4 - Bereavement Leave

- A. An employee may be absent without loss of salary for up to a total of three (3) working days for the death of a member of the employee's immediate family, which shall include father, mother, children, spouse, grandparents, grandchildren, brother, sister, or step-relatives of a like relationship or in-laws of like relationship. These days are not to be deducted from sick leave. Two (2) additional working days will be granted to attend to necessary arrangements pertaining to an immediate family member with such days being deducted from sick leave or personal business leave, at the discretion of the employee. Such use of days shall not be counted against an employee in relation to eligibility for or calculation of the "Financial Incentive" referenced in Section 11.
- B. One (1) sick leave day or one (1) personal business leave day, at the discretion of the employee, per year may be used for the death of a friend or relative not indicated above in "A".

Section 5 - Jury Duty

Any employee summoned to jury duty shall be paid the employee's regular wage for each working day of absence providing that jury fees less mileage are refunded by the employee to the Board. On any day when the employee is not seated on a jury or excused from jury duty, the employee shall report to work unless the employee's work shift is over.

Section 6 - Military Leave

Any employee who is called into the armed services of the United States, or who is activated as a member of the reserve forces, or who enlists in anticipation of induction, or who enlists during a period of time when this country is actively engaged in open hostility involving acts of warfare, shall be granted a leave of absence without pay for the period of such absence. Full credit on the salary schedule and uninterrupted seniority shall be granted to those leaving Lapeer's service and returning thereto, provided that the rights under this paragraph will terminate upon any voluntary extension of such military service.

Section 7 - Unpaid Leaves Other Than Medical Leave

- A. Unpaid leave of absence for good cause for one (1) year may be granted at the discretion of the Board subject to the provisions of this Agreement. Unpaid leave of absence for less than one (1) year in duration may be granted at the discretion of the Board subject to the provisions of this agreement not to exceed five (5) days. The Board reserves the right to grant or deny unpaid leave based upon consideration of the merits of each request and consideration of the proper management of the transportation system. Further, the Board reserves the right to establish policies related to unpaid leave provided such policies are not in violation of provisions of this Agreement or existing laws or regulations.
- B. Except as may otherwise herein be provided, all requests for unpaid leave must be in writing. All requests must be submitted at least ten (10) workdays in advance.
- C. **Parental Leave:** Parental Leave shall be granted for the purpose of care for and/or preparation for a newborn child or the adoption of a child whose age at the time of adoption does not exceed ten (10) years of age. Request for such leave must be accompanied by a related statement from a physician if relating to a newborn or from a legal agency if relating to an adoption.
- D. **Religious Holidays:** Three (3) days leave of absence without pay may be granted to employees who wish to observe traditional and customary religious holidays which require, by custom, full-day observance. Such leave shall be granted only if the employee shall file written application therefore with his immediate supervisor at least two (2) working days before such religious holidays.

- E. **Study Leave:** The Board may grant, upon written application, a leave of absence for study. Such leave may be from July 1 or the first day of student attendance to begin a school year through the District's winter recess or one full year. If the employee does not wish a leave of one of those durations, the employee may use up to a total of fifteen (15) days in any single year for study leave provided that such leave will not be granted more than three times in a single year even if all fifteen (15) days have not been used.
- F. **Association Leave:** Unpaid leave of absence for Association business may be granted for either a one year or two year period upon written application to the Board. The employee may use up to a total of fifteen (15) days in any single year for Association business leave provided that such leave will not be granted more than three (3) times in a single year even if all fifteen (15) days have not been used. During the entire period of such leave seniority shall accrue.
- G. **Personal Leave:** Employees having completed ten (10) continuous years of service may be granted a personal leave of one (1) full year. The employee on such a leave will not be entitled to return to employment of the Board of Education until the expiration of the complete year. An employee will only be allowed one (1) such leave while employed by the Board of Education. Upon proper application by the employee the Board may, at its discretion, extend such leave for a second year. Leaves under this category may be granted only upon application in writing to the Board and on approval of the Superintendent.
- If an employee fails to return within ten (10) days after expiration of the employee's leave, or upon being offered an available position, the employee is automatically terminated from employment with the Board of Education.
- H. **Miscellaneous:** Unpaid leave of absence, except military leave, shall be granted only after the completion of probationary service. Further, unpaid leave for vacation-like purposes (e.g. family or individual trip, family reunion, birthday celebration, etc.) is to be discouraged due to operational difficulties caused by such discretionary leaves. Due to such operational consideration, management may deny any and all unpaid leave requests for vacation-like purposes or may limit approval of such requests. Denials of or limits placed on such leaves shall be subject to the grievance process only through level two (Superintendent's level). Any employee taking unpaid leave for vacation-like purposes without prior management approval will be subject to discipline. Finally, any unpaid leave for vacation-like purposes will result in a Group I employee being charged the daily rate of single subscriber Board-paid medical benefits (current year, annual Board-paid single subscriber premium divided by 180) if taking medical insurance or \$7.50 per day if taking the medical insurance waiver for each day of such leave. Such charge will occur through payroll deduction on a schedule determined by management.

Section 8 – Family and Medical Leave Act Leave (FMLA)

The Board will comply with provisions of the Family and Medical Leave Act (FMLA) of 1993 as amended. To be eligible for leave under the Act, an employee must have been employed for at least 12 months and must have worked for at least 1250 hours during the 12-month period immediately preceding an FMLA leave. To the extent required by law and for reasons referenced below, an eligible employee may take up to 12 work weeks of Family/Medical leave or qualifying Exigency Family Leave within a rolling twelve-month period and be restored to the same or an equivalent position upon their return to work. The Board adheres to a 12-month rolling period in tracking FMLA time for Family/Medical and Qualifying Exigency Family Leaves. In addition, an eligible associate may take up to 26 weeks of unpaid Military Caregiver Family Leave during a single 12-month period.

- a) Birth of an employee's child and in order to care for such child;
- b) Placement of a child with the employee for adoption or foster care for such child;
- c) To care for the spouse child or parent of the employee, with a qualifying serious health condition;
- d) Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his/her position.

QUALIFYING EXIGENCY FAMILY LEAVE – Eligible employees may take leave for a “qualifying exigency” that arises when a spouse, parent or child is on or has been called to “covered active duty.”

“Covered Active Duty” means duty by a member of the regular Armed Forces during deployment to a foreign country. In the case of a member of the reserve component of the Armed Forces, “covered active duty” means duty during deployment to a foreign country under a call or order to active duty.

MILITARY CAREGIVER FAMILY LEAVE – An eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member may take leave to care for the covered service member who suffers from a serious injury or illness incurred on active duty.

All FMLA leaves shall be unpaid following contractually appropriate utilization of all sick leave days and personal business leave days provided for in this contract; such paid leave days must be taken at the beginning of any leave taken under the Act and shall not extend the maximum 12 work week duration of the FMLA leave.

FMLA leave taken on an intermittent or reduced hours basis will be allowed only to the degree mandated by the Act.

To the maximum degree allowed by the Act, the employee shall provide notice prior to leave, certification to take leave, and medical certification to return from leave as may be required by the Board.

For additional information about the FMLA, please contact the Human Resources Office.

The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted leave pursuant to the Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee. However, should such voluntary termination be the result of an employee's disability relating to the purpose of the FMLA leave and should such disability be the reason that the employee terminated his/her employment, recovery of premium payments as referenced herein will not be sought.

Section 9- Benefits While on Leave and Return From Leave

- A. **Vacancies Created by Short-Term (thirty days or less) Medical and Parental Leave Prior to the School Year:** When, prior to the first day of student attendance to begin a school year, an employee is granted a paid or unpaid Medical Leave or Parental Leave of Absence the employee will only be allowed to select a run or unassigned package if the employee provides a physician's written statement documenting proof of ability to return to full duty within thirty (30) workdays of the first day of student attendance. The run or unassigned package selected by an employee returning within thirty (30) workdays will be filled by allowing Unassigned Drivers or substitute bus drivers to fill the temporary vacancy.

In the event the driver does not return within thirty (30) workdays of the first day of student attendance, the vacant position will be posted and filled permanently according to posting procedures. When returning from leave the employee will return in accordance with Article 6., Section 9., B.

- B. **Vacancies Created by Extended (more than thirty days) Medical and Parental Leave Prior to the School Year:** When, prior to the first day of student attendance to begin a school year, an employee is granted a paid or unpaid Medical Leave or Parental Leave of Absence of more than thirty (30) workdays and/or the employee does not have documented proof of ability to return within thirty (30) workdays of the first day of student attendance, the employee will not be allowed to select a run or unassigned package. Upon return to work, the employee will take a vacant position with the same number of hours as the employee's last run package. If no such vacancy exists the returning employee will be allowed to bump a less senior employee having the

lowest seniority and the same number of hours as the returning employee's last held assignment. If the returning employee is the lowest senior employee having the same number of hours the returning employee last held, the returning employee may bump a less senior employee having the lowest seniority and having hours less than but closest to the number of hours previously held by the returning employee.

- C. **Vacancies Created by Medical and Parental Leave During the School Year:** When an employee is granted a paid or unpaid Medical Leave or Parental Leave of Absence in excess of thirty (30) workdays or has been absent from work for thirty (30) consecutive workdays or more a vacancy will exist, and the employer will have eight (8) workdays to post the vacancy. All vacancies will be filled according to the established posting procedures. Vacancies of thirty (30) workdays or less will be covered by assignment of an unassigned driver or substitute employee. Vacancies of thirty-one (31) to ninety (90) workdays will be posted and temporarily filled with the employee being entitled to return to the position upon return from leave. Vacancies of more than ninety (90) workdays will be posted permanently with the employee returning in accordance with Article 6., Section 9., B.
- D. **Vacancies Created by Other Extended Leave:** Whenever an employee shall request and confirm in writing to be on unpaid leave (other than provided in Article 6., Section 9., A., B., and C. of this section) extending more than twenty (20) workdays but less than twelve (12) calendar months, the Administration and Association representatives shall meet within five (5) workdays to review the request. Unless otherwise mutually agreed by the parties, upon the administration's written approval of sick leave the position shall be filled through the established procedures for filling such a created vacancy within eight (8) workdays of said initial request. Upon timely request to return, the employee shall be offered the first available position within the work division in which the employee was previously working. Should the employee refuse such position, this shall constitute the employee's resignation from employment. Employees on such leaves shall be allowed to accumulate seniority up to thirty (30) calendar days, but shall not accumulate experience credit for salary.
- E. **Benefits While on Leave:** Should an employee be on unpaid leave for less than thirty (30) calendar days all provided benefits shall be extended through the leave period. Should the leave extend beyond thirty (30) calendar days, all benefits shall be terminated on the first day of unpaid leave unless the employee pays the cost of the particular insurance when the company allows individual contribution or as otherwise may be required by COBRA. Should a leave originally requested to be less than thirty (30) days extend beyond thirty (30) calendar days, the employee shall be responsible for the cost of all fringe benefits provided through the first thirty (30) days.

Section 10 - Emergency Leave

Up to one (1) day may be used per year for emergency or catastrophe such as fire, flood, tornado, or accidents affecting the employee's home and/or transportation vehicle. For employees who have exhausted paid sick leave and paid personal business leave, emergency days shall not be used for absences which otherwise would be covered by such paid leave.

Section 11 - Attendance

Good attendance at work is beneficial to the employee, Association, and school board. Therefore, compensation under the contract will provide an attendance incentive for regular run package hours. An employee will be entitled to a monthly, quarterly and yearly incentive if the employee meets the following standards.

Financial Incentive

- A. On the last pay date of each subsequent month, an employee will be paid a financial incentive of 25¢ per hour for the prior month if the employee used - no sick (other than

for bereavement as provided for in Section 4., B.), personal, or unpaid leave time that prior month.

- B. On the last pay date of the month following each quarter identified below, an employee will be paid a financial incentive of 20¢ per hour for the prior quarter if the employee did not use more than one (1) sick (other than for bereavement as provided for in Section 4.), personal, or unpaid leave day that prior quarter.

	<u>230 day Special Ed Employees</u>	<u>Regular Ed Drivers</u>
▪ 1st quarter	Sept – Nov	Sept – Nov (plus any workdays in August)
▪ 2nd quarter	Dec – Feb	Dec - Feb
▪ 3rd quarter	March – May	March – May (plus any workdays in June)
▪ 4th quarter	June – August	Not applicable

- C. On the last pay date of July, an employee will be paid a financial incentive of 25¢ per hour for the prior fiscal year if the employee did not use more than three (3) sick, personal, or unpaid leave days during the prior fiscal year.

Note:

Absences, and sick leave if used, shall not be counted against an employee in terms of eligibility for or calculation of the above financial incentive for matters directly pertaining to the following:

- ♦ Injury covered under Workers' Compensation;
- ♦ Jury duty of the employee;
- ♦ Work-related subpoena received by the employee;
- ♦ Association Leave;
- ♦ Bereavement Leave.

In order to waive such an absence in relation to the financial incentive, the employee must supply proper documentation to management prior to the absence.

ARTICLE 7 **GRIEVANCE PROCEDURE**

Section 1 - Definitions

A grievance is a claim by one or more employees or the Association of a violation, improper application or interpretation of the terms of this Agreement.

Section 2

The term employee includes any individual or group of individuals within the bargaining unit hereinbefore defined, and covered by this Agreement. The term days, when used in this Article, shall mean working days.

Section 3 - Purpose

The purpose of this grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time to time with respect to claims of a violation, improper application or interpretation of the terms of this Agreement. Both parties agree that grievance procedures shall be kept as informal and confidential as appropriate at all levels of the procedure.

Section 4 - Representation

Nothing herein contained shall be construed to prevent any individual bargaining unit employee from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of the Agreement and the Association has been given an opportunity to be present at such adjustment.

Section 5

Any bargaining unit employee may be represented beginning at any level of this procedure by a representative of the Association.

Section 6

Upon request of either the Board or the Association, or of the bargaining unit employee or employees involved in a grievance, the Association may be present at any level of the grievance procedure.

Section 7 - Procedure

The time limits provided in this Article shall be strictly observed. The number of days indicated at each level below should be considered as maximum and every effort should be made to expedite and process. The time limits may be extended by mutual written agreement by the authorized representative of each party. An employee who believes s/he may have a grievance shall discuss his/her concern informally with the supervisor; however, the grievance procedure does not begin until Level I procedures are begun.

Level One: The Association or an employee with a grievance shall present, or have an Association Representative present, a written statement of the grievance to the appropriate immediate supervisor of the employee. The written statement must include 1) a description of the alleged contract violation; 2) a statement of the contract item involved; and 3) a statement of the relief or adjustment being sought. The Level One procedure must be started within ten (10) days of the incident giving rise to the alleged grievance. Upon receipt of such written statement the supervisor shall have five (5) days to meet with the grievant to attempt to resolve the grievance. The supervisor shall provide a written disposition of the grievance to the grievance and the Association within five (5) days of such a meeting.

Level Two: In the event the grievance is not settled at Level One or if no disposition has been rendered within five (5) days of the Level One hearing, the Association and/or employee may appeal the matter to the Superintendent or designee within five (5) days of receipt of the Level One response or within five (5) days of the date of decision was due. The appeal shall be filed by in writing to the Superintendent. Within five (5) days of this filing, the Superintendent or designee shall meet with the employee and/or the Association representatives. Within ten (10) days of such meeting, the Superintendent shall provide a disposition of the grievance in writing.

Level Three: If the Association is not satisfied with the disposition of the grievance at Level Two, the Board and Association may mutually agree to submit the grievance to non-binding mediation by MERC within ten (10) days of the Level Three disposition or within ten (10) days of the date the disposition was due.

Level Four: If the Association is dissatisfied with the disposition of the grievance at Level Two or with results of Level Three the Association may file a demand for arbitration with the American Arbitration Association within twenty (20) days of the receipt of the answer at Level Two or the results of Level Three. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which will likewise govern the arbitration hearing.

In accordance with the Public Employment Relations Act and the rules thereunder, either party may request mediation of a dispute involving the terms of this agreement through the Michigan Employment Relations Commission after a request for arbitration has been filed. The mediation shall be conducted pursuant to the rules of the Michigan Employment Relations Commission.

Section 8

The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

Section 9 - Powers of the Arbitrator are subject to the following limitations:

- A. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. The Arbitrator shall have no power to establish salary scales or to change any salary.
- C. The Arbitrator shall have no power to change any practice, policy, or rule of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board provided that all such actions of the Board are to be conditioned by the specific provisions of the Agreement.
- D. The Arbitrator shall have no power to interpret state or federal law.
- E. If either party disputes the arbitrability of any grievance under the terms of this Agreement on the basis of timeliness or application, the arbitrator shall be required to rule on the arbitrability question first. If the arbitrator determines the grievance is not arbitrable, but still renders an opinion on the merits of the case, then neither party shall be obligated by the arbitrator's decision on the merits of the case. Such opinion shall be considered advisory.
- F. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the Board and Association or unless the Board consolidates grievances of similar nature.
- G. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than sixty (60) days prior to the date on which the grievance is filed.
- H. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that the employee may have received from any source during the period of back pay.

Section 10

The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board.

Section 11

Should any employee or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee or the Association fail to appeal a decision within the limits specified, or should an employee voluntarily leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of the grievant's employment status), all further proceedings on a previously instituted grievance shall be barred. If the time limits described in this Article are not observed by the Administration, the Association may process the grievance to the next step.

Section 12

All preparation, filing, presentation, or consideration of grievances shall be held at mutually agreed times.

ARTICLE 8

WORKING CONDITIONS

Section 1 - Position Selection

- A. At least seven (7) workdays prior to the official first day for LCS students a meeting will be held between the Director and the Association officers to review available run packages and make non-binding suggestions for change in said packages.
- B. The Administration will design regular School Bus Driver positions each composed of two (2) to eight (8) hours between the hours of 5:30 AM and 5:30 PM.
- C. All positions will be posted with the information necessary for drivers to acquaint themselves with the positions, two (2) workdays when feasible, prior to position selection.
- D. On the Monday prior to Labor Day at 7:00 AM or at another time or date determined by the Director which is at least three (3) workdays prior to the official first day for LCS students, a position selection meeting will be held to select available run packages by seniority as follows:
 - 1. Drivers will select run packages for which they are qualified by seniority. Any run packages that are exclusively special education or contain one or more runs that are exclusively special education will require a driver that has received the district's special education training program. Employees must be present or authorize a proxy in writing to select a run package. Employees authorizing a proxy will be obligated to accept the run package selected for them. Employees who are neither present nor have selected a proxy at the meeting will be allowed to select from remaining available run packages by seniority. In the event no run packages remain the employee will be placed on Substitute Bus Driver status and may bump back into the unit by seniority when a vacancy occurs.
 - 2. Any vacant packages remaining at the conclusion of the position selection meeting will be filled by qualified new drivers within thirty (30) workdays provided a qualified driver is in the Board's employ and wishes permanent employment.
- E. Except for special education run packages referred to below in "G.", the Administration shall assign positions by seniority and by choice. Drivers who are not present or do not submit requests shall be assigned last. Drivers on extended leave at the time of position selection only will be allowed to select positions if returning within thirty (30) workdays of the first day of student instruction pursuant to Article 6., Section 9. A. If there are more positions than regular drivers, Substitute Bus Drivers may be assigned positions if so determined solely by management.
- F. Within any position and at any time, the Administration may include field trips, additional runs, transfers, shuttles, substituting, fueling, bus cleaning, transfer guide duties and other related responsibilities on an on-going or short-term basis as long as such responsibilities fit within the designated hours associated with a position. If any responsibilities assigned extend beyond the regular hours associated with a position, regardless of when an employee is notified of such extension, the employee will be compensated at the regular hourly rate (prorated if necessary) for each increment of 6 minutes or longer.
- G. Extended year (i.e. summer) special education run packages will be posted and filled prior to June for the schedule to begin after the final day of class for non-extended year special education students. Each extended year special education driver will remain in the extended year special education run package until the subsequent school year when the non-extended year special education students begin. Vacancies shall be filled only by School Bus Drivers who are qualified to drive special education packages; such selection will be based on seniority. Only drivers previously having satisfactorily completed the District's special education driver training program will be able to bid for special education driver and/or attendant packages.

- H. Year-round school (e.g. Turrill Elementary School) extended-year (i.e. August prior to the traditional school calendar beginning and June after the traditional school calendar is finished) August and June run packages will be posted and filled no later than the last week in May of the preceding school year. Such packages shall be assigned by seniority from among those drivers who choose to fill such a package with the express understanding that any driver who fill or who had filled a summer work assignment or an extended-year special education run package, regardless of how long s/he filled such assignment or package and regardless of whether s/he is in such an assignment or package at the time such year-round school extended-year run packages are selected, shall not be eligible for such a year-round school extended-year run package. Further, only drivers who expect to be available to drive for the full month of August and until the end of June may bid for ~~a Turrill~~ such a year-round school extended-year package, and no unpaid leave for vacation-like purposes shall be granted for drivers who fill such year-round school extended-year run packages.

Section 2 – Vacancies in Positions

- A. After the position selection meeting is completed:
1. New regular education daily runs that are created and cannot be placed in an existing run package without adding thirty (30) minutes or more per day to a regular education run will be posted only if it results in at least 2.5 hours of added time to the weekly assignment. The run will be filled by seniority of those drivers who can accept the route without exceeding eight (8) hours per day and without altering runs in their current run package.
 2. New special education daily runs that are created and cannot be placed in an existing run package without adding thirty (30) minutes or more per day to a special education run will be posted only if it results in at least 2.5 hours of added time to the weekly assignment. The run will be filled by seniority of said driver who can accept the route without exceeding eight (8) hours per day and without altering runs in the current run package. The driver accepting a special education run must be on record as having received all special education training.
 3. After the administration has documentation from an employee stating the employee will be absent more than thirty (30) workdays, the employer may determine that a vacancy does or doesn't exist, or the employer may determine to reassign work to other run package(s). Within eight (8) workdays of such determination, the employer will post such vacancy or any run package that is affected by such reassignment if such reassignment is covered above in this section. Said posting shall be for two (2) workdays. Within two (2) workdays of the expiration of said posting, management shall have a meeting in which to fill such vacancy by seniority of drivers eligible pursuant to B. as follows. Such vacancy will be filled not later than five (5) workdays following completion of this meeting. Any resultant vacancy created by a School Bus Driver transferring into such vacancy shall be filled during the meeting referenced above or utilizing the above-stated process and timeline.
- B. Except as provided herein, drivers are not eligible to fill a vacant run package unless the vacant run package will be an increase in daily hours of eighteen (18) minutes or more. As an exception to the provision, any driver who could fill a vacant run package may do so regardless of the amount of increase in daily hours if the different run package would result in the driver increasing in benefit eligibility (i.e., changing from no benefits to "Group II" or "Group I" benefit level, or changing from "Group II" benefit level to "Group I" benefit level). Drivers who decline a vacancy with increased hours will remain eligible for any and all future vacancies with increased hours.
- C. At the close of the school year all positions become vacant and the process of position selection is repeated annually.
- D. Unassigned Drivers are eligible to move by seniority from an unassigned package to a run package without regard to daily time schedules. Unassigned drivers who have not successfully

completed the trial period referred to in Article 12 will be required to adhere to those requirements.

- E. If vacancies exist beyond those filled by all available School Bus Drivers, and management determines to fill such vacancies, they will be filled by qualified people as determined by management.

Section 3 – Changes in Run Packages

- A. The Administration shall have the right to alter run packages and other assignments within a position and across positions. This shall include but not be limited to the following:
- Change run directions and stop locations;
 - Add and/or subtract roadways traveled;
 - Change run beginning and ending time for the whole route or any segment of the route;
 - Add, subtract and/or combine runs;
 - Add and/or subtract passengers.
- B. When a change is made that alters the run package time by adding twenty-four (24) minutes or more per day for more than thirty (30) workdays or if the added minutes are expected to continue for more than thirty (30) workdays and the added minutes would increase the benefit package associated with the position (i.e. change from no benefits to “Group II” or “Group I” benefit level or change from “Group II” to “Group I” benefit level), the position shall be posted and offered to more senior employees who can increase their daily time.
- C. When for any reason management determines to eliminate a regular education run package or reduce a regular run package by more than eighteen (18) minutes, or if the reduction changes the employee's benefit package, the employee may exercise the right to a limited bump process. A meeting will be held to complete the bump process prior to the reduction. The bump process will be as follows:
1. The affected employee will be allowed to bump the less senior employee who is the least senior employee with the same amount of daily time;
 2. The bumped driver may select the vacated run package or may bump a less senior employee with the least seniority with the most time the employee can obtain without increasing daily time;
 3. This process will repeat until further movement is not possible.
- D. If an employee is experiencing problems in a position which the Superintendent or designee believes may be alleviated by a change in position, the Superintendent or designee may involuntarily transfer the employee to a vacancy with the same amount of daily work time. If no vacancy exists the driver may exchange runs with another employee with the same amount of daily work time who volunteers to do so. If no one volunteers the least senior employee with the same amount of daily work time would be involuntarily transferred in the exchange.

Section 4 - Daily Run and Trip Coverage

Unassigned driver bargaining unit positions may be designated without a specific number of daily slots. Such positions will include work opportunities between 5:30 a.m. and 5:30 p.m.

- A. When a School Bus Driver is absent, the employer will fill the driver's daily run package assignments as follows:
1. Available School Bus Drivers (i.e. a driver who is unassigned at the time of the absence needing to be covered) that are on the clock will be used at the discretion of management;
 2. Available School Bus Drivers who are not on the clock will be called provided they have not exceeded forty (40) hours during the workweek and are not then scheduled to exceed forty

- (40) hours during the workweek as a result of so covering a run package of an absent driver. Such work will be offered to those employees who indicate interest by signing the daily work sheet if management determines that such assignments can be started safely within twelve (12) minutes prior to their normal assigned punch out time. Such work will be offered by seniority to those drivers available and eligible to accept the assignment;
3. Daily runs may be offered to substitutes or may be offered to employees exceeding forty (40) hours in a workweek in order to expedite timely work scheduling. Such work offered as overtime will be offered to those employees who indicate interest by signing the daily work sheet if management determines that such assignments can be started safely within twelve (12) minutes prior to their normal assigned punch out time. Such work will be offered by seniority of those drivers available and eligible to accept the assignment;
 4. Substitute drivers who will exceed forty (40) hours during the workweek.
- B. When a School Bus Driver is absent and management has not received notice of at least one (1) hour prior to the driver's start time of the run package segment, the employer may use any means available to fill the segment assignment.
- C. The Employer reserves the right to bring in extra drivers (substitutes or driver not on the clock) on a day-to-day basis at its discretion in order to facilitate operation. The extra drivers will not displace a School Bus Driver or Unassigned Driver from said driver's regular daily time assignment.

Section 5 - Miscellaneous Provisions

- A. The Driver's Handbook shall be reviewed each year by the Administration with input from a committee of bus drivers appointed by the Association, and adherence to its provisions is a condition of employment. The contract shall be the prevailing factor if a difference exists between Handbook and contract.
- B. Former Lapeer drivers - If a driver previously has been employed and driven continuously for two (2) years or more and had quit with proper notice of at least two (2) weeks, the School Bus Driver may be rehired at previous level of experience if so determined by management but with no credit on seniority list.
- C. If the Board contends that an employee is not fulfilling the responsibilities of the employee's assignment because of health problems or if the Board believes that an individual bus driver may be unable to safely drive a bus because of physical or mental health problems, the Board may require the employee to have an examination by a doctor designated by the Board and at the Board's expense. If the doctor determines that the employee is unable to effectively fulfill the responsibilities of the employee's assignment, the employee will be placed on sick leave or unpaid medical leave until such time as the Board's doctor certifies the employee's fitness to resume his/her assignment. During this medical leave the employee will not receive any benefits except as paid by the employee or as provided by contract or achieve any seniority provided in this Agreement; however, this period will not be considered a break in service in respect to seniority.
- D. Drivers have the responsibility to complete the Michigan School Bus Driver Safety Education Course. Drivers must attend the program as often as required by law.
- E. Drivers are responsible for obtaining and maintaining the required Michigan CDL necessary to drive Lapeer Community Schools School Buses. The original cost of the Road Test and the CDL will be reimbursed to the School Bus Driver upon satisfactory completion of one year of service. The cost of CDL renewal will be reimbursed to each School Bus Driver who is actively at work. This provision shall be in effect upon ratification of the Master Agreement. In order to comply with the requirements of the Michigan "S" endorsement the employer agrees to reimburse any employee, for the cost of a second Road Test, who would otherwise qualify for a waiver of the Road Test except for meeting the rule requiring a test of employees with less than two (2) years

service to the District. Employees who cannot be waived for any other reason will not be reimbursed.

- F. Drivers shall secure the necessary physical examination from a doctor designated by the Board. The cost of the required physical examination is to be borne by the Board. The Board reserves the right to require a bus driver to have an additional physical by a board approved doctor certifying the driver's fitness to perform the assigned work if the Board has concerns regarding whether the driver can perform the essential job duties. The physical will be at the Board's expense.
- G. All accidents to children while mounting, dismounting, or riding on the bus must be reported by the driver to the supervisor's office.
- H. Drivers have the responsibility to leave buses assigned for special trips in the same condition as when it was assigned.
- I. Drivers have the responsibility for the safety and welfare of the students while on the bus. When unsafe conditions exist, the driver shall stop the bus and notify the appropriate supervisor. If the conditions do not improve so that the bus can continue, the supervisor shall be notified.
- J. Drivers shall be responsible for regularly assigned children. The bus driver is authorized to pick up and dispatch students assigned to bus only at the designated stops.
- K. Drivers are not permitted to transport non-scheduled children on their regular runs unless directed by the Transportation Supervisor or building principal.
- L. Each position shall include responsibility for pre-trip inspection and interior cleaning of the bus.
- M. For each position, a position time shall be established by the Transportation Supervisor. Each time will include time for completing all responsibilities of the driver for the position. Position times shall be posted at the time of position selection. The position time shall show beginning time, ending time, and total work time.
- N. The Transportation Supervisor shall be responsible for maintaining appropriate time records for all employees based on the established position times and special trip times. The employee shall have the right to inspect his/her time records upon request at such time as is mutually convenient.
- O. Lunch and Break Provisions For Regular Assigned Positions:

Drivers working six (6) or more consecutive hours are entitled to a thirty (30) minute unpaid duty-free lunch period.
- P. Full-time mechanics will be assigned bus driving only when no bus driver is available by phone, radio, or personal contact.
- Q. Unless state or federal laws effective during the course of this contract are contrary, all employees are eligible to work until voluntary retirement.

ARTICLE 9

SAFETY AND EQUIPMENT

Section 1

The Board agrees to make provisions for the safety and health of its employees during the hours of their employment and to comply with applicable governmental regulations, requirements, and standards.

Section 2

The provisions of this contract shall be applied to all employees covered by this Agreement without discrimination on account of sex, age, race, color, creed, national origin, religious or political affiliation, Association membership or activity.

Section 3

The Board agrees to provide employees with safety items required by law. The Board will not provide items of clothing or equipment which employees may wish for personal convenience.

Should the Board require some item of dress, equipment, or safety equipment be used or worn as a condition of employment, the Board shall provide the item.

Section 4

The Board shall maintain a minimum of \$5,000,000 public liability and personal damage insurance to protect employees.

Section 5

When a special education bus driver or bus attendant believes that the behavior of a special education student is a threat to the safety of him/herself, other students or an employee, the bus driver will complete the following procedure:

- a) Fill out a discipline report;
- b) Discuss the problem with the Transportation Director, and proceed to Step 3 below (or assist the Director in developing a different plan of action);
- c) Along with the Transportation Director, discuss the problem with the student's parent, teacher, and Special Education Director or designee.

The purpose of these discussions is to identify potential safety issues pertaining to transportation of special education students and to develop plans to address such issues.

At the end of thirty (30) calendar days or at any time the driver feels that the safety issue still exists, the driver may request another meeting pursuant to #2 above.

Section 6

Any case of assault upon an employee while at work shall be promptly reported to the administration. The administration will advise the employee of her/his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. For any such case that is compensable under the Michigan Workers' Compensation law and is of a work-related nature (i.e. not of a domestic or private nature involving the employee's personal life), work time lost by the employee shall not be charged against the employee's sick or personal leave and the employee's regular wage shall be maintained until such time the employee becomes compensable under the Michigan Workers' Compensation law.

ARTICLE 10 **SENIORITY**

Section 1 - Definition and Purpose

Except as otherwise provided herein this Agreement, seniority is the length of continuous service in any job in the bargaining unit. The purpose of seniority is to determine the right of an employee to any job within the bargaining unit except as may elsewhere be provided in this Agreement.

Section 2 - Retention of Past Seniority

All seniority acquired by any employee prior to the date of this Agreement shall be retained.

Section 3 - Seniority Lists

A seniority list shall be prepared quarterly during the fourth weeks of August, November, February, and May. A copy of such lists shall be given to the Association and a copy shall be posted on the employees' bulletin boards.

Each employee shall have the right to challenge the accuracy of the reported seniority in the first list posted for a period of thirty (30) days after posting. Each employee shall have a similar right to challenge the accuracy of each revised list for a period of ten (10) days after posting. Other than the timeline for challenges, such challenges shall be pursuant to Article 7., Grievance Procedure. If the accuracy of the list is not challenged within the time limits specified above, it shall be conclusively presumed that the lists are correct.

Section 4 - Loss of Seniority

Employment shall be terminated and employees shall lose seniority when they:

- a) Voluntarily quit;
- b) Are discharged for just cause;
- c) Absent themselves from work without notice for three (3) consecutive working days;
- d) Fail to return from approved leaves of absence unless specifically provided for by this Agreement;
- e) Accept other employment during leaves of absence unless specifically provided for by this Agreement.

Section 5 - Seniority in Work Divisions

All School Bus Drivers, Unassigned Drivers, and Special Education Aides will accrue seniority on one seniority list that will address seniority.

Section 6 - Seniority/Hire Date Determination

- A. Seniority shall not accrue until the employee has successfully completed probation pursuant to Article 12 of this Agreement. Once probation is completed, seniority will accrue back to the date of hire as a School Bus Driver, Unassigned Driver, or Special Education Aide.
- B. In the event the probationary period begins on the same day for more than one employee in a work division, the seniority dates of those employees shall be determined by lot if and when it becomes necessary to break a tie in seniority. Such determination between one or more employees shall be permanent.
- B. The Seniority List will be posted from highest to lowest seniority in the following format:

Employee Name	Date of Hire	Date of Accrued Seniority
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The "Date of Hire" column will list the employee's original first day as a School Bus Driver, Unassigned Driver, or Special Education Aide. The "Date of Accrued Seniority" column will be the same as Date of Hire unless it becomes necessary to adjust seniority for purposes of this Agreement. The date will be adjusted by subtracting the number of lost seniority days from the date of hire. The Date of Accrued Seniority will be used as the seniority determination for purposes of this Agreement.

Section 7 - Seniority Accrual

Except as provided for in this Agreement, seniority shall accrue equally for all employees in a work division irrespective of the hours worked by the individual employee.

Section 8 - Supervision Returning to the Bargaining Unit

Any member of the bargaining unit who is promoted to fill a temporary supervisory position and who subsequently requests or is returned by management to the bargaining unit within six (6) months of promotion shall continue to accrue seniority and shall return to the same pay level and number of hours the employee held prior to the promotion if returning during the current school year. During such a six (6) month period the run package will be posted as a temporary vacancy. If said return is between two (2) work years, it shall be through position selection process described in Article 8., Section 1.

Following such a six-month period, or when promoted to an ongoing supervisory position, seniority is frozen at that point. Further, following such a six month period or when promoted to an ongoing supervisory position, whichever comes first, any member of the bargaining unit who subsequently requests to return to the bargaining unit, or is returned by management to the bargaining unit, shall return to the same seniority and pay level the employee held prior to seniority being frozen. Employee-initiated return must be within one (1) year of leave date. Employer-initiated return may be at any time including beyond one (1) year of leave date. No returning employee shall displace any other employee and shall be placed in the first position available to the employee based on seniority of the employee.

ARTICLE 11 **LAYOFF AND RECALL**

Section 1 - Layoff

- A. When any employee is laid off, the employee with the least seniority shall be laid off first. The Board shall provide employees with at least a twenty (20) calendar day notice of their intended layoff.
- B. Any employee laid off within a work division who has previously earned seniority in another work division may displace a less senior employee in that work division.

Section 2 - Recall

- A. Employees having the most applicable seniority will be the first recalled to jobs from which they were laid off or to jobs referred to in Section 1-B of this Article, if such jobs become available before recall to the jobs from which they were laid off.

Any employee laid-off from a position because of reduction in staff who is recalled shall have the right to return to the employee's former position without the job being posted if it becomes available within six (6) months of return.

- B. No bargaining unit vacancy shall be filled, except in case of emergency on a temporary basis, so long as any qualified laid off employee who is entitled to be recalled is on layoff status.
- C. Notice of recall shall be given to the employee entitled to be recalled at the last address of the employee recorded by the Board, by certified mail, return receipt requested. The employee shall report to work no later than ten (10) working days after mailing of notice. The failure to report to work within the aforementioned time limit or the refusal of an offer of recall shall constitute the employee's resignation from employment.

ARTICLE 12

PROBATIONARY PERIODS

Section 1 - Length of Probation

- A. All employees begin a probationary period when they have been hired to fill a regular or special education run package or fill a specific daily, Unassigned Driver assignment. Even if serving in more than one (1) position, the length of the probationary period will be ninety (90) employee workdays (not including non-school days or seasonal holiday breaks) from the date of hire. The probationary period may be extended by management for up to fifteen (15) workdays by notifying the employee and the Association President prior to the completion of the original probationary period.
- B. Employees may be summarily discharged during the probationary period without employee or Association recourse. Therefore, discharge of probationary employees shall not be subject to the grievance procedure.
- C. All employees hired to fill Unassigned Driver positions and Bus Aide positions, whether they have or have not completed the probationary period, must also complete a thirty (30) workday trial period in order to permanently fill a regular run package. Such an employee who has completed the probationary period but fails to successfully complete the trial period will be returned to an assignment equivalent to that held prior to said trial period (i.e. Unassigned Driver or Bus Aide). An employee who has not completed the probationary period and who does not successfully complete the trial period may be returned to an Unassigned Driver or Bus Aide position or may be discharged at management's discretion pursuant to "B." above. A probationary employee who is involuntarily returned to Unassigned Driver or Bus Aide position may not reapply for a run package for the remainder of the school year. An employee who has been removed from a run package under the above circumstances must restart the trial period if reapplying for a run package. If the unsuccessful completion of a trial period is disputed by the employee or Association, it may become a matter for the grievance procedure but may not be processed beyond Level Two (Superintendent level).
- D. Upon completion of the probationary period the employee's date of hire will revert to the first day worked while on probation.
- E. Should a substitute bus driver be hired as a regular school bus driver and be placed in the same assignment that the employee had worked for more than thirty (30) workdays as a substitute driver and should there have been no break in service in said assignment, the original thirty (30) workdays shall be applied to the probationary period.
- F. Employees working as Bus Aides must meet full requirements which include attaining bus driver credentials, CDL license, and ongoing State required training before they can begin to serve a probationary period.
- G. Probationary employees will be credited with but will not be allowed to use any of the leave provisions covered in Article 6. of this Agreement until they have successfully completed the probationary period.

ARTICLE 13

EXTRA WORK AND OVERTIME

Section 1

If in accord with the additional provisions of this Article, extra bargaining unit hours will be provided to bargaining unit employees rather than non-bargaining unit employees if bargaining unit employees are available without conflict with regular assignments.

Section 2

Substitution on run packages or portions thereof will be assigned pursuant to Article 8., Section 4.

Section 3

- A. If a bargaining unit member is called upon to perform bargaining unit work earlier than the employee's regular assigned work time and said employee has signed the daily work sheet, the employee will be compensated at the appropriate hourly rate (prorated if necessary) for each increment of six (6) minutes or longer. If, however, the employee is so called upon and for whatever reason is not needed, the employee shall be paid for one (1) hour at the regular rate. If an employee rejects a specific extra-work opportunity, management is not obligated to re-offer that extra-work opportunity to said employee even if offered to other employees as referenced in "B." below. However, even if an employee rejects one extra-work opportunity, said employee will be offered subsequent different extra work opportunities if the employee has adequate seniority.
- B. If a bargaining unit member is called upon to perform bargaining unit work earlier than the employee's regular assigned work time and said employee has not signed the daily work sheet, the employee will be paid a minimum of one (1) hour paid extra time or the actual time worked, whichever is greater.

Section 4 - Extra Work During the Regular School Day

Work assignments that are not a part of a run package and start and/or finish between the hours of 5:30 AM and 4:30 PM on days when Lapeer Community Schools are in session will be assigned as follows:

- A. Extra work will first be assigned to available drivers who are on the clock without assignment without exceeding forty (40) hours in a work week. Assignment of such work to drivers with an unassigned package will be made as an extension of the workday if the extra work begins within the unassigned driver's package time; such assignments cannot be refused by drivers with an unassigned package. [Extra work that has not been scheduled and is to be covered with less than one (1) hour notice will be covered at management's discretion.]
- B. Extra work not covered by subsection A. will be offered to those employees interested who indicate interest by signing the daily work sheet and who can take such assignments without interfering in their regular daily assignment and without exceeding forty (40) hours in the workweek. Such work will be offered by seniority of those drivers available and eligible to accept the assignment.
- C. Extra work not covered by subsection A. or B. will be offered to substitutes or may be offered to employees exceeding forty (40) hours in a workweek in order to expedite timely work scheduling. Such work offered as overtime will be offered to those employees who indicate interest by signing the daily work sheet and who can take such assignments without interfering in their regular daily assignment. Such work will be offered by seniority of those interested drivers who are available and eligible to accept the assignment.

Section 5 - Seniority Extra Work

- A. Seniority Extra Work is defined in Article 1., Section 3. Seniority Extra Work will be posted for non-probationary bargaining unit members who have signed up for such work. Drivers may opt to sign up for such work each September 1, December 1, and April 1, though it is understood that a driver returning from an extended leave of absence and who was on such leave during one of the dates referenced above may sign up on the day she/he returns to work. Every driver signing up will be placed on the list by order of seniority. Once signed up, a driver may opt off the list at any time but if doing so may not opt back on to the list

until one of the dates referenced above. Seniority Extra Work will be assigned on a rotation basis, beginning with the first day of school for students and ending with the last day of school for students, in accord with the following:

1. Seniority Extra Work assignments will be made each school year beginning with the most senior person who has signed up for such work;
2. The Seniority Extra Work Board will be placed in a visible location;
3. A copy of each trip will be placed in a binder near the board for review and signing by the drivers;
4. Trips will be posted no more than seven (7) workdays prior to the trip and no less than three (3) workdays prior to the trip date whenever feasible. If a trip is received late (i.e. not within the three-day period referenced herein) the trip will be posted as soon as practical;
5. If a trip is received late or is posted late, management will attempt to fill the trip as soon as feasible using the Seniority Extra Work Board. When the Seniority Extra Work Board cannot be used because notice of such a late trip is received on a weekend or during a vacation period in which the trip must go out, the Director will telephone the driver(s) whose turn it is on the rotation schedule. If no one who signed up for Seniority Extra Work is available, the trip will be covered at management's discretion;
6. When a trip date is marked by a driver's name, prior to that driver's afternoon punch in time, that driver will initial the board and sign the trip in the binder that she/he has selected;
7. If the driver does not want the trip, that driver will sign "Pass" on the board and will not be eligible for another until his/her name comes up in rotation;
8. If a driver is absent on the day his/her name is posted, the driver will receive an absent (Abs) on the board. An absence, unlike a pass, does not count against a driver for the purposes of "13" below. The driver will not be eligible for another trip until his/her name comes up in rotation.
9. There will be no changing of trips among drivers. If a driver accepts a field trip, he/she must complete the trip. If the driver cannot do the trip after signing for it, the trip is considered "turned in" and the trip will go to the next available driver on the rotation schedule who does not already have a trip. Drivers must notify the Director as early as possible if they need to turn in any trip. The driver who turned in the trip will lose her/his turn on the rotation schedule and will receive a pass for the turned in trip;
10. Drivers need to be aware that trip times may change. If a trip time changes and the driver is unable to do the trip, the trip will be offered to the next driver on the list not already assigned a trip if time allows. This is not considered a "Pass" and the driver will be offered the next available trip not already filled. If time is an issue, the trip will be filled at management's discretion.
11. If a trip is cancelled prior to the driver leaving the bus yard, the driver will be able to post for the next available trip;
12. If a trip is cancelled while enroute to the destination, the driver will receive pay for the time spent driving and will not be able to post for the next available trip;
13. A driver's name will be removed from the Seniority Extra Work Board at his/her request or on his/her fifth (5th) consecutive pass. Once the employee's name is off of the Seniority Extra Work Board he/she will not be allowed back on until the next date referenced above;
14. If there are multiple trips on the Seniority Extra Work Board when it is time for drivers to select based on the rotation schedule, the trips will be selected by seniority order of the drivers selecting at that time.
15. Trips will be given to LTA employees. If no LTA employee is available, the trip will be covered at management's discretion. New drivers will be added to the Seniority Extra Work Board, by written request to the Director, after they complete their ninety (90) day probationary period;

16. Reporting time for trips on days when school is not in session will be thirty (30) minutes prior to the time of scheduled departure for the trip.
17. Reporting time for trips on days when school is in session will be such that the driver will arrive at the departure location a minimum of five (5) minutes prior to the scheduled departure time.
18. Management will meet with a driver if she or he is delaying the process of trip scheduling. If more than one (1) such meeting is held, management may remove the driver from the Seniority Extra Work list until the next signup date.
19. Trip hours will not be equalized among the drivers;
20. It is the driver's responsibility to make sure management has the correct phone number. If a trip becomes available management will make reasonable effort to reach the next driver on the rotation list. If there is no one available or time is limited the trip will be filled at management's discretion.
21. Management will make every reasonable effort to cover all Seniority Extra Work trips from the rotation list, but if time becomes an issue the trip will be covered at management's discretion.

If an employee's run package time prevents the employee from performing the Seniority Extra Work as scheduled the employee will not qualify to apply for the Seniority Extra Work and this will not be considered a "pass". During break periods, submitted trips scheduled during the time off will be posted during the week prior to the last workday before the break. Seniority Extra Work submitted later than three (3) workdays in advance of a trip will be posted and made available as soon as practical.

- B. Drivers must work their full regular scheduled work assignment on the day they will work Seniority Extra Work. Drivers who fail to complete their regular work assignment will not be allowed to take the extra work.
- C. Drivers must work their full regular scheduled work assignment on the last day prior to Seniority Extra Work scheduled for Saturday or Sunday or Holiday breaks of five (5) days or less. Drivers who fail to complete their regular work assignment will not be allowed to take the extra work.

Section 6- Scheduled Non-Work, No-Pay Weekdays

Seniority extra work opportunities which occur during the regular school year (i.e. the first day of regular education student instruction in August through the last day of regular education student instruction in June) on scheduled non-work, no-pay, weekdays between 5:30 a.m. and 4:30 p.m. shall be posted and chosen by seniority only.

Section 7 – Special Education Substitution

On days other than those included in the regular education calendar (i.e. 180 day school year) and students attending Lapeer County Intermediate School District programs are attending school, unit non-probationary employees may substitute in absence of the assigned School Bus Drivers or Bus Aides. Only those employees who have received the LCS Special Education Driver/Bus Aide training program are eligible to do so. Work will be offered on seniority – rotation with employees interested and eligible signing a list at the beginning of the school year. The assignments will be based as follows:

- a) When an employee has pre-planned leave the assignment will be made to one employee for the duration of the leave. This will be done regardless of whether the leave is for consecutive days or one or more days per week. This will be offered by seniority of those eligible employees beginning with the person following the last person assigned to a pre-planned absence;
- b) When an employee calls in with at least one (1) hour notice management will make an effort to call and offer by seniority rotation of those on the list beginning with the person following the last person assigned;

- c) Assignment with less than one (1) hour notice will be made at management's discretion.

Section 8

In excess of forty (40) hours worked per week shall be paid at one and one-half (1 1/2) the regular rate.

Section 9

The work week shall be 12:01 a.m. Saturday through 12:00 midnight Friday for payroll purposes.

Section 10 – Summer Work

Summer Work is defined in Article 1., Section 3. All summer work will be assigned by rotation as referenced in Article 13, Section 5.

ARTICLE 14 **RETIREMENT**

Unless state or federal laws effective during the course of this contract are contrary, all employees are eligible to work until voluntary retirement. The Board reserves the right to require a bus driver to have a physical by a Board approved doctor certifying the driver's fitness to perform the assigned work if the Board has concerns regarding whether the driver can perform the essential job duties. The physical will be at the Board's expense.

ARTICLE 15 **DISCIPLINE OF EMPLOYEES**

Section 1

Employees may be disciplined, suspended, and discharged only for a reason that is not arbitrary or capricious. The employer shall utilize corrective, progressive, discipline in such cases and shall initiate action within thirty (30) days of becoming aware of an employee's conduct giving rise to such action. The progressive discipline steps may include: verbal warning, written warning or written reprimand, suspension with or without pay, and discharge. It is understood and agreed that corrective progressive discipline allows the Board to skip lower levels of discipline and impose higher levels of discipline, including discharge, so long as there is just cause for the discipline which is imposed based upon the employee's conduct or disciplinary history.

Notice of verbal warning shall be documented in writing and labeled "verbal warning" with a copy presented to the employee and a copy placed in the employee's personnel file. All forms of written discipline shall be presented to the employee and a copy shall be placed in the employee's personnel file.

Verbal warning notices shall be removed from the personnel file two (2) years after their issuance, providing there is no further disciplinary action during the two (2) year period. If there is further disciplinary action within this two-year period, the verbal warning notice permanently will remain in the personnel file.

Section 2

All employees shall be entitled upon request to have present an Association representative during any disciplinary action or any investigation that may lead to disciplinary action.

Section 3

When any material, other than necessary employment information, is to be placed in a bargaining unit member's personnel file, the affected bargaining unit member shall review and sign and date said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

The preceding statement shall be placed on any such material to be placed in an employee's personnel file immediately adjacent to the employee signature.

If an employee refuses to sign such material, the refusal shall be noted on the material and the material shall be placed in the employee's personnel file.

ARTICLE 16

EFFECT OF LEGISLATION

If any law now existing or hereinafter enacted or any proclamation, regulation, or edict of any state or national agency shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and either party hereto upon notice to the other party may reopen for negotiations the invalidated portion. If agreement herein cannot be reached within thirty (30) days, either party may submit the matter to mediation.

ARTICLE 17

BARGAINING UNIT WORK

Section 1

Non-bargaining unit employees shall not be used to perform work on any job covered by this Agreement when the effect is to displace or reduce in regularly scheduled hours the regular employees in the bargaining unit.

Section 2

The Board shall not use non-unit employees to displace or reduce regular scheduled hours of unit employees. Non-bargaining unit or supervisory employees will not be used to avoid overtime work.

Section 3

The Board expressly reserves the following categories of work to be non-bargaining unit work:

- a) Emergencies when unit employees are not immediately available;
- b) Instruction/training of employees

Section 4

No provision of this Agreement shall restrict or prohibit the Board's right to permit teachers, parents, or other authorized individuals to transport students in private vehicles to school activities if it does not result in the loss of a regular employee's regularly scheduled hours. If the vehicles are school owned, not buses, the number of students who can be transported shall be limited to no more than fifteen (15) students.

ARTICLE 18

STRIKES AND SANCTIONS

Section 1

Neither the Association nor any persons acting in its behalf will cause, authorize, or support, nor will any of its employees take part in, any strike or stoppage of work as defined by Section 1 of the Michigan Public Acts #336 of 1947 as amended for any purpose whatsoever.

Section 2

The Association will not support the action of any employee taken in violation of Section 1 nor will it directly or indirectly take reprisals of any kind against any employee who continues or attempts to

continue the proper performance of his duties or who refuses to participate in any of the activities prohibited by Section 1.

Section 3

Violation of Section 1 by any employee or group of employees will constitute just cause for discipline up to and including discharge.

Section 4

The Board, in the event of violation of Sections 1 or 2 will have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Association.

ARTICLE 19 COMPENSATION, BENEFITS AND WORK DAYS

Section 1 - Wage Scales

Effective July 1, 2012 the following bus driver and bus attendant wage rates shall apply as indicated through June 30, 2013.

Bus Driver Pay Per Hour

2012-2013

Years Experience

0	\$9.31
1	\$9.87
2	\$10.41
3	\$10.97
4	\$11.58
5	\$13.56

Note: 2012-2013 wage scale is subject to adjustments as defined in "Letter of Agreement 2012-2013 and 2013-2014 LTA Wage Schedule" no later than June 1, 2013.

2013-2014

To be developed no later than June 15, 2013 pursuant to provision "IV" of the "Letter of Agreement re: 2012-2013 and 2013-2014 Lapeer Transportation Association (LTA Unit) Wage Schedule".

SPECIAL RATES AND PAYMENT RULES

Single Day Field Trips: On any field trip of ninety (90) minutes or less, pay shall be at the regular hourly rate regardless of the amount of lay-over time. On any field trip of more than ninety (90) minutes where lay-over time is less than one (1) hour, pay shall be at the regular hourly rate. On any field trip of more than ninety (90) minutes where lay-over time is one (1) hour or more, driving time shall be paid at the regular hourly rate with a minimum of ninety (90) minutes being paid as driving time and lay-over time being paid at the hourly rate of \$7.40 (or the current Michigan Minimum Wage, whichever is greater).

Overnight Field Trips: Bus drivers shall be paid sixty-five dollars (\$65.00) per day for driving and layover time associated with overnight trips. Lodging associated with overnight trips will be provided as approved by the District. Meal allowance

for drivers will be provided as stipulated under “meal allowance” as follows.

Summer Bus Cleaning: Paid at \$8.86 per hour.

Attendance at Training Sessions: For term of contract, wage rate specified above in Section 1.

Meal Allowances: A driver shall receive \$5.00 for meal allowance on any field trip of more than six (6) hours but less than nine (9) hours. For a trip nine (9) hours or longer the driver shall receive an additional \$4.00 for meal allowance.

Years of Experience: Years of experience shall be based on years of regular work in the regular education driver or special education employee divisions. For employees hired prior to November 21, 2002, experience level movement on the wage scale shall occur on each employee's seniority date unless delayed pursuant to Article 6., Section 9., A. or B. For employees hired on or after November 21, 2002, experience level movement on the wage scale shall occur on the January 1 or July 1 following each 12 month period of work unless delayed pursuant to Article 6., Section 9., A. or B.

Section 2 - Work Days and Holidays

- A. Bus Driver Workdays - Bus Drivers are scheduled to work and be paid for all regularly scheduled student attendance days subject to the following:
 - 1. When regularly scheduled student attendance days are canceled by the District due to weather or other emergency *and* such days are *not* required to be made up, the first two such days shall be unpaid days (employees who already had reported to work will be paid only for time on the clock, if any, prior to departing for home). Any such days beyond the first two shall be paid non-workdays for employees (employees who already had reported to work prior to the cancellation shall be allowed to depart as soon as possible). Employees on unpaid leave (including that due to a Workers Compensation claim) shall not be paid pursuant to this provision.
 - 2. When regularly scheduled student attendance days are canceled by the District due to weather or other emergency *and* such days are required to be made up in order to qualify for State aid or otherwise meet legal or contracted obligations such days shall be non-paid non-workdays for employees except, in the event that an employee was required to work, such employee shall be paid for the amount of time worked [said time to be a minimum of two (2) hours]. Employees shall be scheduled to work and shall be paid for the days later designated by the official school calendar determined solely by the Board as make-up days.
 - 3. When regular school is canceled or dismissed early for part of the students, the employees whose regular work is canceled shall not receive their regular wage for canceled work except as provided for in paragraph “1.” above or for an employee that has only a portion of his/her regular work canceled, in which case the employee shall be paid his/her regular wage for all regularly scheduled work provided that the employee is subject by inverse seniority to reassignment to work not to exceed canceled work and in the approximate time period of the canceled work.
 - 4. Whenever the administration delays the start of classes at some or all buildings, employees' work schedules will be delayed correspondingly.
- B. All employees shall attend meetings during their regular work assignment and for up to twenty-four (24) additional hours per year outside of their regular work assignment. Such meeting attendance is to be paid at the employee's regular rate. This will include the meeting day prior to starting of school.
- C. All regular bus drivers who have completed the probationary period shall be paid their regular wage for the following days, provided that the employee is at work the one (1) workday preceding and the one (1) workday following the day or days listed below. Generally, one (1) workday is defined as each employee's regular, full workday (e.g. 8 out of 8 hours; 7 out of 7

hours, etc.). However, the director of transportation will consider written requests for exception. Such requests shall specify the reasons why an exception should be granted and must be accompanied by written documentation from an independent source verifying these reasons (e.g. emergency leave for fire, flood, tornado, or accidents affecting the employee's home and/or transportation vehicle; employee admission to hospital for non-elective purposes such as a health emergency or non-elective surgery). For such consideration by the director, an employee must make every effort to notify the transportation department of the impending absence and, when feasible, must get to work as promptly as possible on the workday in question. Any dispute of the transportation director's decision regarding a request for exception, as referenced above, may be appealed only through the superintendent's level of the grievance procedure and is not subject to arbitration.

Further, an employee who is absent on bereavement leave as specified in Article 6., Section 4., A. during any or all of the workday immediately preceding or immediately following a holiday will be eligible for holiday pay *if* the funeral was within five (5) workdays of the workday absence which immediately preceded or followed the holiday.

Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and a Monday during spring recess. The Board may substitute a different paid day off for any of these holidays that falls on a student attendance day. Additionally, drivers filling extended year special education positions shall be paid their regular wage for July 4 if they have completed their probationary period.

Further, an employee who is absent on bereavement leave as specified in Article 6., Section 4., A. during any or all of the workday immediately preceding or immediately following a holiday will be eligible for holiday pay *if* the funeral was within five (5) workdays of the workday absence which immediately preceded or followed the holiday.

Finally, pay for a holiday that falls on a Saturday will be made as if it had fallen on the preceding Friday, and pay for a Holiday that falls on a Sunday will be made as if it had fallen on the succeeding Monday.

Section 3 - Employee Benefits

It is the responsibility of each employee to apply for said insurance coverage. No employee shall be eligible for insurance coverage until the beginning of the month following thirty (30) days of work in a regular assignment and until enrolled in the policy. No employee will actually be covered by said insurance coverage until expiration of the waiting period, if any, and until the effective date of the coverage which shall be determined by the carrier. The district is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier. Notwithstanding anything contained in this *Master Agreement*, all insurance benefits are subject to the terms and conditions of the applicable policy.

Changes in family status shall be reported by the employee within 30 days of such a change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf and/or expenses incurred by the employer for failure to comply with this provision.

A. **Group of Employees for Insurance Benefits eligibility** shall be as follows:

- I. Bus drivers and bus attendants scheduled for and working (including paid leave) forty (40) regular hours per week;
- II. Bus drivers and bus attendants scheduled for and working (including paid leave) twenty (20) or more regular hours per week but less than forty (40) regular hours per week.

Regular bus drivers and bus attendants (not a new employee within his/her first thirty (30) days of employment) filling a position pursuant to Article 6., Section 9., will be eligible to receive insurance benefits or increases in said benefits, whichever is applicable, as follows:

- 1. for employees returning from an unpaid leave in which benefits were terminated,

- the first day of the month following an employee's first workday following such leave;
2. for part-time employees increasing in hours which results in increased insurance benefit eligibility, the first day of the month following an employee's first workday in the new assignment that resulted in the increased insurance benefit eligibility.

Said insurance benefits for such an employee will be terminated or reduced on the last day of the month in which an employee worked in a position that qualified for a higher benefit level. Benefit level for July and August is based on the number of hours worked to end the preceding school year. Benefit level for September is based on number of hours of the position selected during the position selection meeting referenced in Article 8.

- B. **Long Term Disability:** All employees in Groups I and II shall be provided long term disability insurance, by a carrier determined by the Board, providing two-thirds (2/3) coverage of wages.

Long Term Disability Insurance: Will include the following provisions:

66 2/3% of salary after ninety (90) calendar days qualifying period

24 hour coverage, immediate employee eligibility

Pre-existing conditions, limitation waived

Social Security freeze with family offset

50% maximum offset to benefit of wages

Six (6) months before new waiting period is required

Premium paid during waiting period for L.T.D. and premium waiver for persons qualifying for L.T.D.

L.T.D. after ninety (90) days

Mental, nervous, drug and alcohol

These conditions covered without limitations for two (2) years with the requirement of confinement for fourteen (14) consecutive days in each ninety (90) day period thereafter.

- C. **Medical Insurance**

1. Group I employees: At the option of each employee and as selected in writing by each employee, the Board shall provide HealthPlus HMO HDHP 05/YK/RX/XG or PPO HDHP 2G RX/QY hospitalization/medical plan or MESSA Choices II \$200/400, \$10 OV, Saver RX hospitalization/medical plan if MESSA allows HealthPlus to coexist with MESSA. Consistent with P.A. 152, effective July 1, 2012, the Board shall pay no more than the following for the annual cost of medical insurance during the 2012-2013 school year.

2012-2013

- \$5,500 for single person coverage
- \$11,000 for individual and spouse coverage or two-person coverage
- \$15,000 for family coverage

2012-2013

- \$5,692.50 for single person coverage
- \$11,385 for individual and spouse coverage or two-person coverage
- \$15,525 for family coverage

The Board's premium payment obligation shall be capped at the 2012-2013 Board-paid premium contribution amounts for the medical plan until a successor agreement covering the 2013-2014 school year is reached.

2. Group II employees: Same coverage as provided to Group I. Board-paid contribution limited to a maximum of one-half (1/2) the annual amounts listed above.
3. On a schedule to be determined by the Board after consultation with the Association,

employees will make payment of their portion of the monthly premium through payroll deduction during months in which they are being paid and by check or money order in advance of any month in which they are not being paid or if such pay is insufficient to cover their entire portion.

4. Employees are not entitled to medical insurance provisions if employee is covered by another insurance policy or is restricted by the insurance carriers minimum hours provision.

In order to qualify for medical insurance, employees who are married must provide the District with a written statement that their spouse is either not employed or employed. If employed, the employee must indicate whether the spouse is self-employed or not. If a spouse is unemployed or self-employed, the employee is eligible for medical benefits pursuant to related contract provision. If a spouse is employed other than by self-employment, the spouse's employer must be asked to supply the District written verification that either the spouse has no medical insurance, the employer cannot drop the spouse's medical insurance, or that the spouse cannot drop his/her medical insurance without also losing dental and/or vision coverage; in such cases the employee is eligible for medical benefits pursuant to related contract provision. If the employer refuses to supply such written verification, the District will contact the employer to request such verification and to confirm that no such verification will be forthcoming; medical benefits will be provided while the District seeks such confirmation.

5. Employees who qualify according to rules and underwriting guidelines of the insurance carrier shall have the option of purchasing the following:
 - a) Supplemental Term Life Insurance including Accidental Death and Dismemberment insurance and Seat Belt Coverage;
 - b) Dependent Term Life Insurance including Accidental Death and Disbursement Insurance and Seat Belt coverage.

D. Life Insurance

Group I	\$15,000
Group II	\$ 8,000

E. Dental Insurance

1. The Board shall provide Group I employees dental insurance providing 80% coverage in Class I, Class II, Class III, and Class IV with an annual maximum per eligible person of \$2,000 per benefit year for Class I, Class II, and Class III. The maximum lifetime payment for Class IV is \$1,000 per eligible person.
2. The Board shall provide Group II employees dental insurance providing 50% coverage in Class I, Class II, Class III, and Class IV with an annual maximum per eligible person of \$2,000 per benefit year for Class I, Class II, and Class III. The maximum lifetime benefit for Class IV is \$1000 per eligible person.
3. If any Group I employee has a spouse enrolled in a coordinating plan through the District or through another employer, the employee shall be enrolled in the 50% plan described above.

F. Optical Insurance

1. The Board shall provide Group I employees a vision plan comparable to the VSP 3 plan.
2. The Board shall provide Group II employees a vision plan comparable to the VSP 1 plan.

G. Years of Service Payment

1. Years of service payment shall be based on years of continuous service as an employee of the district in a regular employee position.
2. Benefit class indicated in number 5 below is based on the regular assignment an employee fills for the majority of the sixth month prior to June 1.
3. The longevity payment will be paid to those eligible employees as set forth above who are employed and accruing seniority.
4. For employees not on the District's payroll in June of each year, if the employee has worked and/or been on paid leave at least half of the days in the employee's regular work year, longevity will be prorated by the number of days worked using the following formula: Longevity amount divided by the number of days in employee's regular work year times the number of days worked.
For example: $\$375/180 \times 140 = \292
5. To be paid by June 30:

	4 Hour or more School Year Bus Drivers	All Other Regular Extended Year Employees	Special Education Positions
5-7 years	\$375	\$275	\$400
8-11 years	\$425	\$325	\$450
12-15 years	\$450	\$350	\$475
16-24 years	\$475	\$375	\$500
25 + years	\$500	\$400	\$525

- H. Upon retirement or voluntary termination, an employee with a minimum of ten (10) years service shall be granted one dollar eighty-two cents (\$1.82) for each accumulated sick leave hour not to exceed the accumulation limits set forth in Article 6, Section 2, paragraph C.

I. Medical Insurance Waiver Plan

Each Group I employee not taking District medical insurance shall receive a monthly payment of \$150.00 after submitting the required Section 125 form.

ARTICLE 20
TERM OF AGREEMENT, SPECIAL PROVISIONS
AND RE-OPENER PROVISION

Section 1

This Agreement shall become effective on date of ratification and shall remain in full force and effect without change, addition, or amendment until the 30th day of June, 2014.

Section 2

Notice of intent to reopen this Agreement for purposes of negotiating a successor Agreement as to wages, hours and conditions of employment shall be given in writing by the party desiring to reopen the Agreement on or before April 15, 2014, and negotiations shall commence as soon thereafter as feasible.

Section 3

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives

the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties and no departure from any provisions of this Agreement by either party, or by their officers, agent, or representatives, or by members of the bargaining unit shall be construed to constitute a continuing waiver of the right to enforce such provision.

Section 4

The Board shall pay the cost of printing the Agreement. Ten (10) copies shall be provided to the Association Office. A copy of the Agreement is posted on the District website so that it can be viewed at any time.

Section 6

The Joint Labor-Management Committee will consist of a maximum of three (3) employees appointed by the Lapeer Transportation Association and a maximum of three (3) persons appointed by the Board. By mutual agreement others, such as a mechanic, may be invited to participate in the JLM Committee. The Committee may meet on a monthly basis as mutually agreeable. Either the Board or Association may send alternate, substitute representatives. Either party at its discretion, may request additional meetings beyond the regularly scheduled meetings. Such meeting attendance is unpaid unless it is during the employee's scheduled work time.

LAPEER TRANSPORTATION ASSOCIATION MEA/NEA

By _____
Ric Hogerheide, MEA/NEA Uniserve Director

By _____
Roxanne North, President

BOARD OF EDUCATION OF THE LAPEER COMMUNITY SCHOOL SYSTEM

By _____
Mike Keller, President

By _____
John P. Nugent, Secretary

**APPENDIX A
JOB DESCRIPTIONS
LAPEER COMMUNITY SCHOOLS**

- I. JOB TITLE: School Bus Driver**
- II. REPORTS TO: Under direct supervision of the Director of Transportation**
- III. GENERAL DESCRIPTION OF POSITION:**

This classification is responsible for the safe operation and control of district school buses in the transportation of students to and from school, to and from athletic contests, to and from field trips, and all other school sponsored activities.

IV. GENERAL RESPONSIBILITIES:

- A. Use established routes and designated bus stops
- B. Operate bus on approved time schedule
- C. Instruct riders regarding being responsible passengers
- D. Drive defensively under varying traffic conditions and inclement weather
- E. Drive with safety of students as first priority
- F. Establish favorable working relationships with other drivers, maintenance personnel, teachers, students, principals, and total school staff
- G. Exhibit positive image as loyal representative of school district
- H. Operate all vehicle types used in transporting pupils in school district
- I. Identify with geographic service area of school district
- J. Demonstrate knowledge of state laws and local ordinances
- K. Be alert and exercise good judgment concerning emergencies, disabled vehicles, and irregular special requests by parents and riders
- L. Must have valid Michigan Commercial Driver License

V. SPECIFIC RESPONSIBILITIES:

- A. Conduct pre-trip inspection of school bus prior to every trip
- B. Report bus accidents and pupil injuries to transportation supervisor and authorities
- C. Conduct emergency evacuation drills in keeping with school policies
- D. Report personal absences in time for supervisor to secure substitute driver
- E. Perform bus housekeeping duties inside and out of assigned bus
- F. Fill fuel tank
- G. Report all bus defects in writing to the head mechanic or transportation supervisor
- H. Demonstrate knowledge of rules and regulations promulgated by local, state, and federal authorities
- I. Deal with exuberant behavioral characteristics of youthful riders.

LAPEER COMMUNITY SCHOOLS

I. Job Title: Special Education Bus Attendant

II. Reports to: Under the direct supervision of the Director of Transportation

III. General Description of Position:

This position is responsible for assisting the bus driver with supervision and attention to transportation needs of special education students.

IV. Qualifications:

- A. High school diploma or GED;
- B. Has successfully completed the District bus attendance training program;
- C. Exhibits a positive image as a loyal representative of the school district;
- D. Good attendance record;
- E. Is a good listener and a good speaker;
- F. Must be able to meet with parents and the public in a manner which will instill confidence;
- G. Skills in student management and child care;
- H. Experience as a school bus driver, preferred;

V. Essential Job Functions:

- A. Assist the bus driver with non-driving duties that the attendant has been trained for including, but not limited to, assist with boarding and debarking students and the securing of restraint systems.
- B. Lift and position children on the bus.
- C. Supervise students who are being transported from home to school and from school to home.
- D. Report symptoms of illness to the teacher and parent/guardian.
- E. Report incidence of inappropriate behavior to the school principal and parent/guardian.
- F. Working in coordination with the bus driver, assist in pre-trip and post-trip bus inspections.

IV. Auxiliary Job Functions:

Perform other related duties as assigned by the Director of Transportation or his/her designee.

APPENDIX B
LETTERS OF UNDERSTANDING AND AGREEMENT

LETTER OF AGREEMENT ATTENDANCE IMPROVEMENT PROGRAM

The following Attendance Improvement Program is provided to address the issue of chronic and excessive poor attendance by employees. The program may be modified by mutual agreement of Lapeer Community Schools Administration (Administration) and Lapeer Transportation Association (LTA).

Background: It is recognized that occasionally employees have long-term personal or family health and welfare issues that require them to be away from work for extended periods. Employees in this type of situation may qualify for leave under the Family Medical Leave Act (FMLA) for up to twelve weeks to address their needs. The District, in its *Master Agreement* with LTA, also provides for liberal paid and unpaid leave for personal illness and several other causes as listed in the Agreement.

Notification of excessive absence: Employees not covered by FMLA or not on approved long-term unpaid leave, who have exceeded of ten (10) days absent consisting of any combination of paid sick days and/or unpaid days in one school year, will receive written warning that their absence from work is excessive. The employee may ask for a review of his/her attendance with the Executive Director of Operations; if circumstances warrant as determined by the Executive Director, the written warning may be removed and disregarded. Further, an employee may also be considered excessively absent if a pattern develops regarding a specific aspect of his/her run package (such as noon run absences or Friday absences).

Chronic excessive absence: Employees who have been determined to be excessively absent twice within a three-year period will be considered chronic. Those employees will be placed on an attendance improvement plan.

Attendance Improvement Plan: The Attendance Improvement Plan will be established to regularly review the employee's attendance. The employee will meet with the Director of Transportation after every quarter (45 workdays) and review attendance. If the employee has used more than two (2) sick or non-paid days not covered by FMLA in a quarter the employee will be subject to progressive disciplinary action starting with written reprimand. The second step will be imposed when the employee exceeds two days absence in a subsequent quarter or exceeds six days in the school year. The second step will be a suspension of two days without pay. The third step will be imposed when the employee exceeds two days absence for a third quarter or exceeds ten days in a school year while the plan is in effect. The third step will be a ten-day suspension without pay. The fourth step will be imposed if the employee exceeds two days in a fourth quarter or exceeds fifteen days in a school year. The fourth step will be Superintendent review of a recommendation for discharge. An employee on an Attendance Improvement Plan will not be granted any extended unpaid leave except those that are required to be granted by law or the Agreement.

The employee's attendance will be reviewed at the end of the year. If the employee has received any disciplinary action pertaining to attendance during the year the plan will continue for the next school year. If the employee goes on an approved extended leave (in excess of five days) as required by law or the Agreement, the plan will be extended for a duration equal to said extended leave.

Once an employee has completed an attendance improvement plan the employee will be expected to maintain good attendance. Should an employee meet criteria to be placed on an attendance improvement plan a second time the plan will begin with the second step (two days suspension without pay) and progress from there.

**LETTER OF AGREEMENT
RE: SUBSTITUTE DRIVERS**

WHEREAS, the District is experiencing significant difficulty in securing substitute bus drivers, and

WHEREAS, retired drivers are more likely to agree to work as substitute bus drivers if the disparity in pay between their pre-retirement rate and the post-retirement substitute bus driver rate is reduced, as

WHEREAS, reimbursement for the State road test fee may facilitate recruitment and retention of new drivers.

THEREFORE, it is hereby agreed that bus drivers who have retired from Lapeer Community Schools will be paid as follows to substitute drive for the District:

Years as Driver with LCS

1 – 5
6 –10
11-15
16-20
21-25+

Substitute Pay Rate

Step 1
Step 2
Step 3
Step 4
Step 5

It is further agreed that, after 6 months of driving for the District, drivers new to the District will be reimbursed for the State road test required to get the initial CDL.

For the Board

For the Association

Date

Date

**LETTER OF AGREEMENT
RE: TRANSPORTATION EMPLOYEE SICK LEAVE TRANSFER**

WHEREAS, occasionally an employee may personally experience an illness or injury that results in the need for an absence from work, and

WHEREAS, such an absence can result in loss of pay if paid leave has been exhausted by the employee, and

WHEREAS, for humanitarian reasons, an employee may wish to transfer one or more paid sick leave days (but not personal business days) to another employee who has exhausted all paid leave due to such an illness or injury;

THEREFORE, IT IS AGREED that on an occasional basis in order to assist a co-worker in the transportation unit deal with such an emergency medical situation, an employee may volunteer to donate up to five (5) of the co-worker's days each fiscal year to any employee who has exhausted all paid leave including vacation leave. Days are defined as the donating employee's workday (e.g. a 5-hour per day employee may donate up to 25 hours). Such donations shall be governed by the following:

1. The donor voluntarily must request in writing that the administration transfer sick leave to another employee; such request may not be solicited by the recipient.
2. The recipient must provide written doctor's verification of said medical situation and provide written notice of acceptance of the donated day(s).

IT IS AGREED AND UNDERSTOOD that:

1. Such transfer of days shall be for acute and immediate need pertaining to an employee's personal illness or injury (i.e. not for an employee to care for a spouse or any other person) and shall not be authorized for follow-up matters pertaining to the emergency medical situation or for long-term consequences of the situation. Days that are transferred shall be used immediately following the last accrued paid sick leave day the employee otherwise would have (i.e. there may be no unpaid leave between the employee's last paid sick leave and utilization of the transferred days).
2. Such transferred days shall *not* be counted for the purpose of calculating sick leave accrual as provided for in Article 6, Section 2, A or as sick days used by the donating employee in relation to Article 6., Section 11. but shall be counted as a sick day used by the employee utilizing donated sick leave.

FINALLY, if anything pertaining to this Letter of Agreement is determined to be inappropriate in relation to standards determined by auditors, the IRS, legislation, the District, or a court of law or if either the Board or Association determine to terminate this agreement, termination shall occur immediately. If termination were to occur, nothing pertaining to this Letter of Agreement shall be considered precedent setting in any way whatsoever.

For the Board

For the Association

Date

Date

**LETTER OF AGREEMENT
RE: BUS DRIVER TRAINER/DISPATCHER/RESERVE DRIVER**

The parties indicated below hereby agree to the following:

1. Management staff is allowed to perform bus driver training, safety, new driver mentoring, and dispatch duties;
2. Management has unilateral authority to create one reserve driver position which may perform any duties that otherwise may be performed by an unassigned driver or substitute bus driver. The reserve driver position is a non-union position and, as such, is not represented by the LTA.

If the Board determines to combine any or all of the duties referenced above into one non-bargaining unit position, LTA members who are interested in said position will be considered by management. However, it is understood and agreed that management may fill such a position with any person regardless of whether said person was a LTA member prior to filling said position.

For the Board

For the Association

Date

Date

LETTER OF AGREEMENT
RE: Seniority Extra Work

Whereas, the parties indicated below have agreed to a new system for assigning Seniority Extra Work,
and

Whereas, this system involves rotation rather than equalization, and

Whereas, because this rotation system has multiple parts which have not been used in the District, and

Whereas, the parties have a mutual interest in efficiently implementing and utilizing this system.

Therefore, the following is hereby agreed.

1. Seniority Extra Work (Article 13, Section 5) will be a standing agenda item on Joint Labor Management (JLM) meeting agendas in 2011-2012.
2. Revisions to Article 13, Section 5 of the Master Agreement may be made by mutual written agreement of the parties indicated below.

For the Board

For the Association

Date

Date

**LETTER OF AGREEMENT
RE: DUES COLLECTION**

This agreement is entered into on the date(s) set forth below by and between the Board of Education of the Lapeer Community Schools ("Board") and the Lapeer Transportation Association ("Association").

Recitals

Whereas, pursuant to PA 53, Section 423.210 of the Public Employment Relations Act prohibits a public employer from assisting a labor organization in collecting dues or service fees from wages of public school employees, and

Whereas, the parties understand there to be a dispute(s) as to the validity, constitutionality, and/or enforceability of PA 53 currently working its way through the Federal judicial system. This matter is captioned *Bailey v Callaghan*, Case No 12-1803, and is currently pending before the Sixth Circuit Court of Appeals. Prior to the appeal, Judge Hood of the United States District Court for the Eastern District of Michigan instituted a preliminary injunction against the enforcement of PA 53 in Case No. 12-cv-11504. The parties understand that, at the time of this agreement, the injunction continues to prevent the enforcement of PA 53, and

Whereas, the parties to this agreement are not directly involved in such disputes, and

Whereas, the parties indicated below wish to memorialize their understanding of what will occur if any or all of PA 53 is enjoined, declared unconstitutional, or otherwise determined to not be in effect at the time the 2012-2014 Master Agreement is effectuated or if Section 423.210 of the Public Employment Relations Act is permanently repealed by future legislation.

NOW, THEREFORE, THE BOARD AND ASSOCIATION AGREE AS FOLLOWS:

If PA 53 is permanently enjoined, declared unconstitutional, or otherwise determined not to be unenforceable as currently written as of November 30, 2012, the District shall continue to collect dues, fees, and assessments pursuant to Article 3 of the 2011-2012 Master Agreement to the extent permitted by law and shall continue doing so until such time as such collection is prohibited by PA 53 or other applicable law(s) or until the injunction in *Bailey v Callaghan*, Case No 12-1803 (6th Cir.) is dissolved.

**BOARD OF EDUCATION OF THE
LAPEER COMMUNITY SCHOOLS**

Dated: _____, 2012

By: _____
Its: _____

**LAPEER TRANSPORTATION
ASSOCIATION**

Dated: _____, 2012

By: _____
Its: _____

By: _____
Its: _____

**LETTER OF AGREEMENT
2012-2013 and 2013-2014 LAPEER TRANSPORTATION ASSOCIATION (LTA)
WAGE SCHEDULE**

WHEREAS, the Board adopted a balanced budget for the 2012-2013 school year that is predicated upon the following: a projected \$7046 per pupil state allocation inclusive of the monies provided for "best practices"/MPERS offset in addition to the base foundation allowance (FGA); the District's MPERS contribution rate being that which was determined by the Office of Retirement Service (ORS) and which was posted by the ORS February 14, 2012 (i.e. 27.37%); and compensation reductions for all employees, and

WHEREAS, the 2012-2013 budget also is predicated upon 5936 students (exclusive of Lapeer Virtual Learning Center students) which represents a projected loss of 132 students district-wide from the State Aid count of the 2011-2012 school year, and

WHEREAS, said budget was adopted in order to avoid deficit spending in 2012-2013, and

WHEREAS, it is a mutual interest to minimize the compensation reduction should District economic conditions improve as the result of a per pupil state allocation in excess of \$7046 per pupil and/or a 2012-2013 State Aid FTE student enrollment of more than 5936 and/or a MPERS contribution rate of less than 27.37%, and

WHEREAS, the parties indicated below will minimize the reduction in base wages of members of the LTA Unit premised on the District receiving \$7158 per pupil funding in 2012-2013 and premised on 2012-2013 State Aid FTE student enrollment of at least 5915.7 inclusive of students enrolled at a traditional LCS school taking at least 4 non-virtual courses per term at one of the traditional schools but exclusive of all other Lapeer Virtual Learning Center students.

WHEREAS, the parties have agreed that the 2012-2013 LTA Unit's Wage Schedule shall be 3.78% less than the 2011-2012 LTA Unit's Wage Schedule and that the 2013-2014 LTA Unit's Wage Schedule shall be 3.78% less than the 2011-2012 LTA Unit's Wage Schedule, both being subject to any adjustments based on changes in 2012-2013 District revenue and/or 2012-2013 District MPERS expenditures as referenced below.

Therefore, the parties indicated below hereby agree to the following:

I. 2012-2013 Wage Schedule

To reflect the cumulative \$1,075,624 referenced below in "II" and "III", the 2012-2013 wage schedule is 3.78% less than the 2011-2012 wage schedule. These calculations and cost saving provisions are specified in the enclosed "Attachment A and B".

If, prior June 1, 2013, the District determines that the cumulative \$1,075,624 referenced herein and in "Attachment A" and "Attachment B" is more than that amount, the additional amount will be calculated as a percentage of wages with such calculation being consistent with the method utilized in "Attachment A". Such additional amount would be paid to each employee, equally divided between remaining pays in 2012-2013.

If, prior to June 1, 2013, the District determines that the cumulative \$1,075,624 referenced herein and in "Attachment A" and "Attachment B" is less than that amount, the lesser amount will be calculated as a percentage of wages with such calculation being the method utilized in "Attachment A". Such lesser amount would be deducted from each employee's pay equally divided between remaining pays in 2012-2013. If such a determination is made following the mid-school year resignation of an employee, such negative amount will be paid by the employee to the District by check or money order or, if applicable, such negative amount will be deducted from severance payment(s).

- II. Additional District Revenue
Additional revenue of \$519,238 beyond that which was built into the General Fund Budget adopted by the Board June 7, 2012 was calculated as indicated in "Attachment A" and the related payroll percentage (1.41%) will be factored into the 2012-2013 wage schedule.
- III. Reduced District MPSERS Expenditures
MPSERS expenditures of \$556,386 less than was built into the General Fund Budget adopted by the Board June 7, 2012 was calculated as indicated in "Attachment B" and the related payroll percentage (1.51%) will be factored into the 2012-2013 wage schedule.
- IV. 2013-2014 Wage Schedule
If the cumulative total of \$1,075,624, as combined above in "II" and "III" was the actual amount achieved in 2012-2013 and if said amount is on-going into 2013-2014, the 2013-2014 wage schedule will be 3.78% less than the 2011-2012 wage schedule. If the cumulative total was less than \$1,075,624, as referenced above in "II" and "III", the 2013-2014 wage schedule will be further decreased by the calculated percentage. For example: If the cumulative total, as referenced herein, was \$891,532 then the 2013-2014 wage schedule would be 4.28% less than the 2011-2012 wage schedule. If the cumulative total was on-going and more than \$1,075,624, as referenced above in "II" and "III", the 2013-2014 wage schedule will be increased by the calculated percentage. For example: If the cumulative total, as referenced herein, was \$1,259,716 then the 2013-2014 wage schedule would be 3.28% less than the 2011-2012 wage schedule.
- If the cumulative total, referenced above in "II" and "III", is not on-going into 2013-2014 then the amount that is not on-going will be calculated as a percentage of wages with such calculation being consistent with the method utilized in "Attachment A" (i.e. amounts for total wages, FICA, and MPSERS may vary from 2012-2013, but the calculation method utilized in 2012-2013 will remain the same). Said percentage would be added to the 3.78% referenced herein, and the resultant total percentage would be the amount that the 2013-2014 wage schedule is less than the 2011-2012 wage schedule.
- V. Further, in the event of any dispute regarding any matters referenced herein, including but not limited to disputes arising under any and all prior agreements superseded by this letter of agreement, such dispute(s) will be resolved by either Plante & Moran or the Michigan School Business Official executive staff, as determined by the Board, as an independent party familiar with retirement actuarial assumptions, other factors, and related calculations. Such dispute resolution would include the ultimate and final determination regarding 2012-2013 wage schedule and/or 2013-2014 wage schedule being made by the independent party referenced above. Therefore, any and all matters pertaining to this letter of agreement including disputes arising under any and all prior agreements superseded by this letter of agreement, shall not be subject to the grievance procedure.
- It is hereby agreed that in determining the above-referenced calculations, standard rounding procedures will be used to round numbers to the nearest thousandths (i.e. 1.3478 is rounded to 1.348; 1.3474 is rounded to 1.347), and in determining the above-referenced employer MPSERS contribution rate and increase in wage, standard rounding procedures will be used to round numbers to the nearest hundredths.
- VI. Prior Agreements
During negotiations for the 2012-2013 school year, the District and the LTA Unit entered into the following letters of agreement:
- a. The District and the LTA Unit agreed in a letter of agreement titled LETTER OF AGREEMENT RE: 2012-2013 WAGE SCHEDULE HOLD HARMLESS ("Hold Harmless Agreement") dated July 12, 2012 that if the District extends to any bargaining unit other than the LTA Unit a 2012-2013 total pay package that does not equate to at least an

8.7% reduction to that unit's 2012-2013 wage schedule compared with its 2011-2012 wage schedule after factoring in negative economic effect of MCL 423.215b, the LTA Unit wage schedule will be increased by the percentage (or fraction thereof) that the other bargaining unit's total pay package does not equate to at least an 8.7% reduction on that bargaining unit's wage schedule. The Hold Harmless Agreement applies only to the 2012-2013 collective bargaining agreement, notwithstanding any extension or renewal, and shall not apply to any subsequent agreement unless expressly provided therein.

- b. The District and the LTA Unit agreed in a letter of agreement titled ADDITIONAL REVENUE LETTER OF AGREEMENT 2012-2013 WAGE SCHEDULE ("Additional Revenue Agreement") dated July 12, 2012 that all wage reductions should be minimized should the District's economic conditions improve.
- c. The District and the LTA Unit agreed in a letter of agreement titled MPSERS – RELATED LETTER OF AGREEMENT 2012-2013 WAGE SCHEDULE ("MPSERS Agreement") dated July 12, 2012 that all wage reductions should be adjusted if the District's MPSERS contribution rate is lower than projected.

VII. Hold Harmless Agreement Satisfied and Exhausted

The parties recognize that the District has negotiated contracts with the American Federal, State, County, and Municipal Employees, Lapeer Education Association, Lapeer Educational Support Personnel Association, Lapeer School District Administrators' Association, Lapeer Transportation Association, Service Employees' International Union – Food Service Personnel Unit, and Service Employees' International Union – Mechanics' Unit settling the total compensation package for the 2012-2013 school year for each unit. Additionally, the parties recognize the following:

- a. The terms of the Hold Harmless Agreement will not extend beyond the 2012-2013 school year;
- b. The District has made its contracts with its other bargaining units available to the LTA Unit and the LTA Unit has reviewed the contracts; and
- c. Prior to signing this Letter of Agreement, the LTA Unit has had an opportunity to examine fair and accurate calculations of the total pay package reductions accepted by each of the District's bargaining units for the 2012-2013 school year.

It is hereby agreed that the District has fully satisfied, exhausted, and complied with its obligations under the Hold Harmless Agreement.

VIII. Additional Revenue Agreement Satisfied and Superseded

It is hereby agreed that the District has fully and completely satisfied, exhausted, and complied with its obligations under the terms of the Additional Revenue Agreement arising out of the revenue described in paragraph II.

It is further agreed that the terms of the Additional Revenue Agreement are completely and entirely superseded by the terms of this Agreement and are hereby rendered null and void and of no further effect, notwithstanding any prior oral or written agreements, promises, or representations to the contrary.

IX. MPSERS Agreement Satisfied and Superseded

It is hereby agreed that the District has fully and completely satisfied, exhausted, and complied with its obligations under the terms of the MPSERS Agreement arising out of the MPSERS expenditure adjustment described in paragraph III.

It is further agreed that the terms of the MPSERS Agreement are completely and entirely superseded by the terms of this Agreement and are hereby rendered null and void and of no further effect, notwithstanding any prior oral or written agreements, promises, or representations to the contrary.

**BOARD OF EDUCATION OF THE
LAPEER COMMUNITY SCHOOLS**

Dated: _____, 2012

By: _____
Its: _____

**LAPEER TRANSPORTATION
ASSOCIATION**

Dated: _____, 2012

By: _____
Its: _____

By: _____
Its: _____

Attachment A

Additional Revenue

	<u>FGA</u>	<u>FGA</u>	<u>FGA</u>
2012-13 Foundation Grant Allowance (FGA)	\$6,846	\$120	\$6,966
additional money:			
Best practices			\$52
MPSERS offset credit			\$100
Academic Achievement			\$40
			<u>\$7,158</u>
Budgeted FGA			\$7,046
"Additional" monies received over budgeted			\$112
Calculation "A"		Add'l Rev	\$112
		Budgeted FTE	5,936.0
Total Calculation "A"			<u>\$664,832</u>

	<u>FTE</u>	<u>FTE</u>
Audited October 2012 count	5,918.68	
less LCVC	<u>17</u>	
Net October 2012 count	5,901.68	
% October	90.0%	5,311.51
Feb. Count	6,041.48	
% February count	10.0%	<u>604.15</u>
Actual Fall 2012-13 Count -Budget		5,915.66
Prior year Actual State aid count		6,068.00
Projected loss of students		132.00
Budgeted count for 2012-13		<u>5,936.00</u>
Actual student decrease		5,915.66
Projected loss of students for budget		5,936.00
Net Increase in student loss over budgeted		<u>(20.34)</u>
Calculation "B"		(20.34)
		<u>\$7,158</u>
Total Calculation "B"		<u>(\$145,594)</u>
Net A+B+C (zero) =		<u>\$519,238</u>
One percent of total wages	\$27,680,896	\$276,809
	FICA 7.65%	\$21,176
10-21-12 MPSERS 25.36%		<u>\$70,199</u>
		<u>\$368,184</u>
		<u>1.41</u>

Detail of Student enrollment

	<u>Feb 2011</u>	<u>Oct 2011</u>	<u>Feb 2012</u>	<u>Oct 2012</u>
4th Friday count	6,079.00	6,027.00	5,997.00	5,871.15
less LVLC			<u>0.00</u>	<u>17.00</u>
Subtotal	6,079.00	6,027.00	5,997.00	5,854.15
add: adult ed/early childhood	60.69	42.05	51.55	40.48
P-Non Public	<u>16.65</u>	<u>19.52</u>	<u>19.52</u>	<u>17.05</u>
Net 4th Friday count	6,156.34	6,088.57	6,068.07	5,911.68
			10.00	conv FTE
State Aid status report	6,128.26	6,068.13	6,041.48	<u>5,901.68</u>

Attachment B

MPSERS

	<u>Rate</u>
2012-13 MPSERS amount per February 14 2012 letter	27.37%
estimated revised rate -Sept 2012 (subject to litigation)	25.36%
preliminary Reduction in rate	2.01%
reduction factor in agreement (1.3478) switched to actual (1.330)	1.33
Net percentage on salaries	1.51%
Total MPSERS savings (\$27,680,896 x 2.01%)	\$556,386