

RATIFICATION DOCUMENT

August 18, 2009

For an

2008-2009 and 2009-2010 ECONOMIC AGREEMENT

Between the

**BOARD OF EDUCATION OF THE
SCHOOL DISTRICT
OF THE CITY
OF**

BATTLE CREEK

And the

BATTLE CREEK TRANSPORTATION ASSOCIATION, MEA/NEA

Effective: July 1, 2008 - June 30, 2010

NOTE: All language in the 2006-2008 Collective Bargaining Agreement shall remain unchanged except for language found in any letters of agreement in effect, unless otherwise agreed and language reflected in this addendum.

2008-2009 – Effective 7-1-08

- 1% Increase on Schedule over 2007-2008 amounts to be paid retroactively to drivers who worked during the 2008-2009 school year excluding employees who resigned or were terminated
- Steps paid
- No change in health insurance language and benefits

2009-2010 – Effective 7-1-09

- No change in health insurance language
- 3% increase on top step of Schedule over 2008-2009 amounts
- No increase on steps of Schedule below top step
- Steps Paid

ARTICLE XII HOLIDAYS

- A. **Holidays Defined:** ~~Employees~~ **Non-probationary drivers hired before 7-1-09** will be paid for hours **at the appropriate rate of pay for bid routes** that they would otherwise have been scheduled to work ~~at the normal rate of pay by~~ **or for the scheduled hours normally worked for driving or non-driving working standby assignment or a light duty assignment assigned due to a workplace accident that they would have been scheduled to work** prevailing prior to the holidays ~~as follows~~ **listed below.**

Non-probationary drivers hired after 6-30-09 shall be paid for up to eight (8) hours of pay at their appropriate rate of pay for scheduled time normally worked during one (1) workday for their bid route driving assignments or working standby or a light duty assignment assigned due to a workplace accident prevailing prior to the holidays listed below.

Thanksgiving Day (fourth Thursday in November)
Friday after Thanksgiving
Christmas Eve
Christmas Day
December 26, 27 and 28
New Year's Eve
New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
July 4 (bargaining unit members working in the summer)

The prevailing driving assignment includes only the **bid** routes assigned to a driver on a continuous, daily basis.

**ARTICLE IX
LEAVES OF ABSENCE**

O. Unpaid Personal Leave:

During a contractual work year up to two (2) unpaid personal leave days may be requested in increments of two (2) hours by a driver who reports to work on the first contractual workday of any school year. A personal leave day is defined as two (2) hours for each bid route awarded up to eight (8) hours in one (1) day or for a driver not assigned a bid route actual work time up to eight (8) hours in a normal work day. Personal leave days that may be requested by a driver who reports to work or who is hired after the first contractual workday shall also be prorated based upon the portion of the contractual year remaining. Drivers who are granted unpaid leave may be assigned and perform assignments which need to be performed at times other than the unpaid personal leave granted such as in-town or out-of-town requisition runs.

Reasons for requesting unpaid personal leave need not be stated. Unpaid personal leave shall not be granted for absences due to illness or injury. Any request must be made to the Transportation Manager in writing on an approved form at least forty-eight (48) hours in advance of the date requested. The Employer may temporarily assign drivers to fill absences caused by granting unpaid personal leave without using a rotation list or seniority as a basis for making the temporary assignment.

Requests for use of unpaid personal time may be denied if the absence of the driver would unreasonably interfere with the services to be performed.

**ARTICLE XIII
COMPENSATION AND FRINGE BENEFITS**

Q. Attendance Incentive. Effective July 1, 2007 an attendance incentive program shall be implemented as follows.

- a. Zero (0) sick days used equals two (2) days pay issued.
- b. One to three (1-3) sick days used equals one day of pay issued.

Pay shall be for bid route hours only and shall be issued on **or before** the last payroll date in ~~June~~ **July**.

ARTICLE XIV RETIREMENT

- F. Drivers hired after 6-30-09 shall not be eligible for the retirement benefit as outlined in A. through E. above. A driver who is hired after 6-30-09 who has been employed with the District for twenty (20) or more consecutive years, resigns and can immediately receive benefits from the Michigan Public School Employee Retirement System, shall have deposited into a Special Pay Plan Account in the employee's name a one-time lump sum payment of eight hundred fifty-six dollars (\$856) prior to January 22 or June 22 of any year. The lump sum payment shall increase each fiscal year by the same percentage as the Salary Schedule increases.**