MASTER AGREEMENT

between

JONESVILLE COMMUNITY SCHOOLS

and the

JONESVILLE EDUCATIONAL SUPPORT STAFF/MEA-NEA

July 1, 2009 – August 31, 2012

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ARTICLE I

PURPOSE AND RECOGNITION

This Agreement, entered into this thirty first day of August 2009 between the Board of Education and the Jonesville Community Schools, hereinafter call the "Employer", and the Jonesville Educational Support Association/Michigan Education Association, NEA hereinafter called the "Association" – Aides and Bus Drivers.

A. Purpose

WHEREAS, the Employer and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the Employer and the Association have entered into good faith negotiations and reached agreement upon wages, hours, and other terms and conditions of employment.

The Employer and the Association do hereby set forth and memorialize this their full agreement.

B. Recognition

1. Pursuant to the certification of representative issued by the Michigan Employment Relations Commission in Case Numbers R91 C-86 and R91 C-89, the Employer hereby recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wage, hours of employment, and other conditions of employment, for all employees in the bargaining unit defined and described as follows:

   All aides and all bus drivers excluding; supervisors, temporary employees, substitutes and all other employees.

2. Temporary positions are defined as follows: Positions of limited duration, created by the Employer to address special or unique circumstances. In no case shall a temporary position be continued in excess of sixty (60) work days. Regular unit positions shall not be filled on a temporary basis except as provided hereinafter. The temporary position will be made known to the co-presidents prior to filling the temporary position. Any exceptions to this provision must be discussed and agreed to by both parties prior to implementation.

ARTICLE II

MANAGEMENT RIGHTS

A. The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education or powers which have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board.

Not by way of limitation, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it by any source whatsoever. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to taking the action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration, not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment, the operations and to direct the working force and affairs of the School District;
2. To continue its rights and past practice of assignment and the direction of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business hours or days;
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duty to employees, determine the size of the work force and to lay off employees;
4. Determine the services, supplies and equipment necessary to continue its operations and to determine methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein;
5. Adopt reasonable rules and regulations;
6. Determine the qualifications of employees, including physical conditions;
7. Determine the location or relocation of its facilities, including the establishment or locations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
8. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies;
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the District shall not abridge any rights of employees as specifically provided in this Agreement, and

11. Determine the policy affecting the selection, testing, or training of employees.

B. The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

ARTICLE III

ASSOCIATION RIGHTS

A. Use of Facilities for Meetings

The Association shall have the right to use Employer buildings before or after school hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge therefore. Prior to the use of school facilities, the Association shall complete and submit a building use form in accordance with Board of Education policy as applied to other school affiliated groups. There will be no charge except as provided above.

B. Use of Equipment

The Association shall have the right to use and/or have access to Employer equipment, including typewriters, computers, copying machines, fax machines, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

C. Association Representatives

Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations.

D. Use of Bulletin Boards/Mail Service

The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned. The materials must be signed by a designated Association official. All such materials shall be sent to the Superintendent's office prior to posting. The Association may use the internal document delivery service of the Employer, without U.S. Postage, and employee mailboxes for communication to bargaining unit members.

E. Requests for Information

The Employer agrees to furnish to the Association in response to reasonable requests all available budgetary and other available information which may be necessary for the Association to bargain collectively and further, the Employer agrees to provide the Association with any information which may be relevant and necessary to process a grievance or complaint, within ten working days. Provided this information is not exempted from disclosure by law.

F. Relation to Law

The Employer hereby agrees that members of the bargaining unit are accorded all the rights, privileges, and duties conferred by applicable laws of the State of Michigan and of the United States. Also, no employee shall be discriminated against in respect to wages, hours, or conditions of employment because of the exercise rights granted by these same laws and regulations. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.

G. Agency Shop/Dues Deduction

1. In accordance with the terms of this Article, each bargaining member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association.

   a. Association Members Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

   b. 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, all other administrative and judicial procedures shall be barred.

2. In the event the bargaining unit member shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct Service Fee from the bargaining unit member's wages and remit same to the Association under the procedures provided below:

   a. The procedure in all cases of non-payment of the Service Fee shall be as follows:

      1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.

      2. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph 1 above.

      3. The Employer, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the Service Fee to the Association or authorized payroll deduction for same.

3. Payroll Deduction Upon written authorization by a bargaining unit member or pursuant to paragraph 2, the Employer will deduct the specified amount of dues or Service Fee from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the completion of due process procedures in paragraph 2 above and continuing through the last pay period in June of each year. Moneys so deducted accompanied by a list of members from who the deductions have been made will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

4. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated within thirty (30) days following the Association's notification to non-members of the fee for that given school year.

5. The Association will certify that at least annually to the District, the amount of said professional fees and the amount of service fees to be deducted by the District, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

6. Save Harmless Clause. In the event of a legal action against the Employer (including each Board member) brought in a court or Administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

   a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and

   b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

   The Association agrees that in any such action so defended, it will hold the Employer harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

7. Other Deductions

   Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for tax-deferred annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans for programs jointly approved by the Association and Employer.

H. Association Leave Time

The Employer shall grant the Association two (2) paid leave days per classification for the use of its representatives to conduct Association business or participate in Association activities providing a suitable substitute is available.

I. Association President and Association Representatives

1. Employees may be represented by Co- Presidents and designated Association Representative, in each classification, whose identities shall be made known to the Employer.

2. During their term of office the Co-Presidents of the Association shall be deemed to head the seniority list for the purpose of lay-off and recall only; provided they are qualified to do the required work. Upon termination of their terms they shall be returned to their regular seniority status.

J. New Employees

1. The President and Treasurer will be notified, in writing, of any new employee and their classification and job location within ten (10) work days of employment.

2. Each new employee, upon hire, shall be provided a copy of this Master Agreement by the Superintendent's Office. A receipt of same shall be signed by the employee and will remain on file in the Central Office. A copy of the receipt will be sent to the President of the classification in question within ten (10) work days of employment.

ARTICLE IV

EMPLOYEE RIGHTS

A. Relation to Law

The Employer and the Association agree to abide by Act 379 of the Public Acts of Michigan for 1965 and all amendments thereto and all applicable laws and statutes pertaining to the Association Personnel rights and responsibilities. The Employee further agrees that it will not directly or indirectly discourage or deprive or coerce any Association employee in the enjoyment of their rights granted to the under the laws above stated.

B. Non-Discrimination

The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap.

C. Employee Discipline

No seniority employee shall be disciplined; which shall include warnings, written reprimands, suspensions, demotions, and discharges, without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee involved.

D. Right to Representation

Upon request, an employee shall be entitled to have present a representative of the Association when disciplinary action is taken which may adversely affect the employee's work record. Should disciplinary action likely occur at a given meeting, the employee shall be advised of said possibility. Where a disciplinary penalty requires the employee to immediately leave school district property (i.e. suspension or discharge), the employee shall be allowed to discuss the disciplinary measure with an Association representative before leaving the premises. The Employer shall make available an area where this may occur.

E. Personnel Files

Each employee shall have the right upon request to review his/her personnel file. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

F. Complaints

Written and signed complaints against a bargaining unit member shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall be attached to said document and shall become part of the employee's personnel file.

G. Assaults

Any case of assault upon an employee shall be promptly reported to the employee's immediate supervisor. The Employer will provide reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

H. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area. Bargaining unit members may use such physical force with a student as permitted by law.

I. The Employer will make every reasonable effort to provide adequate lunchroom, lavatory, and storage areas where available for employees.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition

A claim or complaint by a bargaining unit member or group of bargaining unit members of the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement, may be processed as a grievance hereinafter provided.

B. Hearing Levels

1. <u>INFORMAL LEVEL:</u> Both parties shall exhaust all opportunities to resolve the matter at the informal level. Documentation of those efforts shall be maintained. When a cause for complaint occurs, the affected bargaining unit member(s) or Association shall request a meeting with the immediate supervisor within twenty (20) days after the event prompting the complaint or within twenty (20) days after the employee/Association should reasonably have had knowledge of the occurrence of the event upon which the grievance is based in an effort to resolve the complaint. The Association may be notified and a representative thereof present with the bargaining unit member at such a meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing provided hereunder. These timelines may be extended if both parties are in agreement.

2. <u>FORMAL LEVEL 1:</u> If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance (See attachment #1). A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A formal grievance must contain:

   a) A synopsis of the facts giving rise to the alleged contract violation;
   b) A listing of the contract provisions allegedly violated;
   c) The date of the alleged violation;
   d) A specification of the relief requested; and
   e) The signature of the grievant.

   A copy of the grievance shall be sent to the Association and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association.

3. <u>FORMAL LEVEL 2:</u> If the grievant and the Association are not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within five (5) days of the receipt of the grievance, the grievance shall be transmitted to the Superintendent or his designee, within fifteen (15) days from the date the grievance was filed at level 1. Within seven (7) days after the grievance has been submitted, the Superintendent or his designee shall meet with the Association on the grievance. The Superintendent or his designee, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

4. FORMAL LEVEL 3: If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Board within twenty (20) days, from the date the grievance was filed at level 2, by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than the next regular Board meeting or within fifteen (15) days, whichever shall be later, after the receipt of the grievance shall conduct a formal hearing of the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) days thereafter from the date of the Board hearing. A copy of such disposition shall be furnished to the Association and grievant when identified.

5a. FORMAL LEVEL 4: Only the Association shall have the right to process or a grievance at level 4.

If the Association is not satisfied with the disposition of the grievance at Level 3, it may within ten (10) days after the written decision of the Board refer to the matter to arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. Within such ten (10) day period, the Association will also serve a copy of the Demand for Arbitration upon the Employer.

Neither party may raise a new defense or ground during the arbitration proceeding.

The powers of the arbitrator are subject to the following limitations:

a) He/she shall have no power to add to subtract from, disregard, alter or modify any of the terms of this Agreement.

b) He/she shall have no power to establish salary scales or to change any salary.

c) He/she shall have no power to rule upon the termination of services of or failure to re-employ any probationary employee.

d) He/she shall have no power to rule upon the content of an employee evaluation.

e) He/she shall not hear any grievance previously barred from the scope of the grievance procedure.

f) He/she shall have no power to interpret State or Federal laws.

g) More than one grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent of the parties and then only if the grievances are of a similar nature.

h) The fees and expenses of the arbitrator shall be shared by both parties.

i) Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.

5b. Arbitration Expenses

1. In the event the grievance is settled and a grievance settlement is reached prior to a hearing, the expenses of the arbitrator and filing fees shall be split between the parties.

2. In the event the hearing is held and the arbitrator renders a decision, the expenses of the arbitrator and the filing fees shall be borne by the party the decision is against.

3. In the event the arbitrator rules partially for one party and partially for the other the expenses of the arbitrator and fees shall be split between the parties.

4. In the event a cancellation or postponement is not mutually agreed to by the parties, the party requesting the cancellation or postponement shall bear the cost. When by mutual agreement the fees shall be shared equally.

5. In no case shall either party be responsible for the attorney's fees or preparation costs of the other party.

C. Awards

1. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any employee shall have been found to have been improperly deprived of any compensation the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

2. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any compensation that he/she may have received from any source during the period of back pay.

3. No decision in any one case shall require a retroactive wage adjustment in any other case.

D. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or participating association representative is to be at his/her assigned duty station, except as otherwise mutually agreed to the contrary between the District and the Association, except in the case of arbitration hearings.

E. The term "days" as used herein shall mean scheduled work days. A "work day" shall be defined as any day when the central administrative offices of the school are open excluding holidays. Time limits may be extended only upon mutual agreement of the parties. Any grievance not answered within the time limits by the District or its representatives may be advanced to the next step by the Association. Any grievance not pursued or appealed by the Association or employee(s) within the time limits hereinafter specified shall be deemed to be withdrawn.

F. Not withstanding the expiration of this Agreement, any claim or grievance arising during the term of this contract (as defined in the duration clause) may be processed through the grievance procedure until resolution. No grievance shall be filed or based upon any prior or previous agreement or upon an alleged grievance occurring prior to the effective date of this Agreement.

G. Should an employee fail to institute a grievance within the time limit specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board (except a claim involving a remedy directly benefiting the grievant regardless of his employment) all further proceedings on a previously instituted grievance shall be barred.

ARTICLE VI

SENIORITY

A. Probationary Period

1. A newly hired employee shall be on probationary status for ninety (90) calendar days, taken from and including the first day of regular employment. If at any time prior to the completion of the probationary period, and the employee's work performance is regarded as unsatisfactory by the employer, the employee may be dismissed without appeal. Probationary employees who are absent on scheduled work days shall work additional days equal to the number of days absent, and such employees shall not have completed their probationary period until these additional days have been worked.

2. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day. At that time, the employee's name shall be entered on the seniority list.

3. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period, except that the discipline up to and including termination or evaluation of such probationary employee(s) shall not be subject to the grievance procedure.

4. There shall be no seniority among probationary employees.

5. Upon completion of his/her probationary period, the employee shall be provided reimbursement of their out-of-pocket costs for the minimum finger-printing/criminal check requirements by the State of Michigan.

B. Unit Seniority

Unit seniority shall be defined as the total length of service within one or both of the classifications as defined below:

1. Aide/Paraprofessional

2. Bus Driver

If an employee moves from one classification to another, the seniority in the previous classification shall be frozen. Seniority may not be transferred from one classification to another.

C. Classification Seniority Defined

Classification seniority shall be defined as length of service within a classification included in the bargaining unit.

D. Seniority Lists

The Employer shall prepare, maintain and post the seniority list (See Attachment #2). A copy of the seniority list and subsequent revisions shall be furnished to each bargaining unit member and to the Association. In the absence of a timely objection, the Employer's seniority list will be considered conclusive.

1. Seniority will be established by the official date of hire by the Board of Education. The administration shall prepare a seniority list and distribute to each bargaining unit member by placing a copy in his/her mail box. The initial seniority list for each year shall be distributed on or before October 30 of each year of this contract. Bargaining unit members shall be provided with a window of opportunity from October 30 through November 30 each year to note errors or changes on the seniority list. The employer and appropriate Jonesville Education Support Staff, MEA/NEA representatives shall meet during the first week in December to review all proposed changes in the initial seniority list.

2. In the event that two (2) or more JESPA members are hired on the same date, a draw for seniority will take place within 10 days of the hire date. The JESPA President (or designee), the Superintendent and the newly hired JESPA members shall be present for the draw. The members hired on the same date will draw numbers. The member drawing "1" (one) will be ranked highest on the seniority list; the member drawing "2" (two) will be ranked after "1", and so forth. Upon the completion of the draw for seniority, the district has ten (10) working days to produce a newly updated seniority list.

3. The new seniority list will then be provided to the JESPA members. Any corrections or objections to the new list must be given to the Superintendent within fifteen (15) working days to correct said list.

4. In the event that changes or modifications are made to the first printing (December 15) of the seniority list, a new list will be given to the members.

E. Seniority shall be lost for the following reasons:

1. The employee quits.

2. The employee retires.

3. The employee is discharged and not reinstated through the grievance procedure or other legal remedy.

4. If an employee transfers to a non-bargaining unit position, seniority shall be lost after one (1) year. During this year the ESP position shall be filled temporarily because the member may return to the same position should he/she decide to. During this year seniority in the bargaining unit shall be frozen.

5. The employee is laid off for more than 24 consecutive months.

ARTICLE VII

VACANCIES AND TRANSFERS

A. Definition

A vacancy shall be defined as a newly created position within a classification represented by the Association in this bargaining unit or a present position within a classification represented by the Association in this bargaining unit which position becomes vacant by reason of the permanent separation (resignation, retirement, death, discharge) of the employee formerly in said position. No vacancy shall exist for purposes of this Article unless and until the Employer shall determine to fill any such position, which determination shall be within the sole discretionary authority of the Employer.

B. Posting

1. Notices of all vacancies and newly created positions shall be posted within one pay period from the date of vacancy for a period of five (5) work days for application by internal and external applicants prior to the permanent filling of the position. Vacancies which occur during non-school months shall be made known to the employees by bid letters from the Superintendent's office. Then the above procedure shall apply. There shall be no requirement to post vacancies, as defined, where the position may be filled by return of an employee from a leave of absence or by recall from layoff.

2. Employees may apply for a vacant position by filing a bid letter with the Superintendent of Schools or his/her designee within the applicable posting period.

C. Filling Vacancies

Vacancies shall be filled with the most senior qualified applicant from within the affected classification. For the purpose of this provision "classification" shall mean either aide or bus driver. For bus drivers, qualified shall mean state and federally certified. For aides, qualified shall mean meeting requirements as outlined in NCLB. Aids have available to them all options made available through the State of Michigan to meet requirements of Highly Qualified status. Should no qualified bargaining unit member from the affected classification apply, the vacancy may be filled by an applicant from the other classification or from outside the bargaining unit. If a unit member and an outside applicant are equally qualified, in the opinion of the Employer, the unit applicant shall be awarded the position.

D. Trial Period

A successful candidate from within the bargaining unit shall be placed on trial period for (10) ten working days when awarded a vacancy according to the procedure described above. At the conclusion of the (10) ten working days trial period the employee and his/her immediate supervisor will meet to discuss the employee's job performance. If necessary the trial period may be extended for only an additional (10) ten working days period. At the end of the additional period the supervisor and the employee will meet and a determination of a final placement within that position will occur at that time. If the Employer or the employee so elects, he/she shall be returned to his/her former position and rate of pay by the conclusion of the (10) ten working days trial period. It is understood that while serving this trial period the employee will receive the rate of pay appropriate to the new position. Further, during this (10) ten working days trial period the Employer shall have the right to consider the employee's former assignment as a temporary vacancy not subject to posting requirements under this Agreement.

E. Notification

The applicant selected for a permanent vacancy and the co-presidents of the association shall be notified of that selection and the time and place to report for work. Employee applicants not selected shall be notified of that fact. All other applicants not selected shall also be notified to that effect in writing.

F. Assignment and Transfer

Involuntary reassignments shall be made to meet the needs of the District. Prior to any involuntary reassignment the affected bargaining unit member(s) and the Association shall be consulted and informed of the reasons for reassignment. Inverse seniority and job qualifications will be a factor in making involuntary assignments.

G. Temporary Change in Duties

Any employee who temporarily assumes the duties of another employee will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.

H. Temporary Vacancies

Temporary Aide vacancies known to the Employer in advance to exceed five (5) consecutive work days shall be offered on a temporary basis to the most senior aide with fewer hours than the temporary vacancy. The resultant temporary vacancy will be filled in the same manner and the process continued until all members have the opportunity to fill a temporary vacancy with more hours than their regular assignment. The final vacancy shall then be filled by a substitute.

I. New Classification Assignment

The employee shall remain in any new classification assignment for the remainder of the school year before being eligible to apply for another transfer unless conditions prevail where change would be in the best interest of the Employer and/or the employee unless a vacancy occurs which would result in an increase in hours. Further it is understood that this applies to transfers made after the start of the school year.

ARTICLE VIII

LAYOFF AND RECALL

A. Authority

In the event the Employer determines to reduce staff, the procedures outlined in this Article shall be followed.

B. Definition

"Layoff" shall be defined as a determination by the Employer to effectuate a reduction in the work force, which reduction is implemented either by discontinuing the employment of a designated number of individual employees and/or through a reduction in the hours assigned to positions within the bargaining unit. The Employer reserves the right to select the job classification(s), department or school in which the layoff shall take place. The decision to layoff is not subject to the grievance procedure.

C. Notice

No employee shall be laid off pursuant to a necessary reduction in the work force unless the employee is notified in writing of said layoff at least twenty (20) working days prior to the effective date of layoff.

D. Lay Off Procedures

In the event of a necessary reduction in work force the Employer shall identify the specific positions(s) to be eliminated or reduced and shall notify the employee(s) in those positions. Employees, whose positions have been eliminated or reduced due to reduction in work force or who have been affected by a layoff/elimination of position, shall have the right to assume a position in their classification(s) for which they are qualified as defined by Article VII, paragraph C, which are held by a less senior employee. The displaced unit member shall have the same right.

E. Priority on Substitute List

A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Employees serving as substitutes in this capacity shall be paid at the regular substitute rate. A laid off employee who repeatedly refuses substitute work, after application, may be removed from the substitute list.

F. Recall

Employees shall be recalled by seniority with the most senior recalled first for vacant positions. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly-created position. Employees on lay off will remain on the recall list for a period of twenty-four (24) consecutive months. After 24 consecutive months from date of layoff the employee shall lose seniority/claim to any position in the district.

G. Recall Notices

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period.

H. Seniority Accrual

Employees on layoff shall accrue seniority during the period of such layoff in the classification from which the employee was laid off, but shall not acquire service or experience credit. Upon recall the employee shall continue to accrue seniority only in the classification of his/her assignment.

ARTICLE IX

LEAVES OF ABSENCE

A. Paid Leaves

a) Accumulation

Each employee covered by this Agreement will be entitled to paid leave at the rate of twelve (12) days per year. Paid leave shall be credited to the employees' individual paid leave bank at the beginning of each year. If an employee shall resign and shall have used in excess of paid leave earned, the Employer may recover same through deduction from the wages of the employee. Unused paid leave shall accumulate at the end of the school year as sick leave, to a maximum of ninety (90) days. Employees who have exceeded their maximum sick days shall be paid forty ($40) dollars per day each spring for their excess over (90) sick days. Paid leave days must be applied for at least three (3) days in advance of anticipated absences except in the case of any emergency. Use of multiple personal leave days shall be applied for in advance and cleared with the employee's immediate supervisor. Leaves will be granted dependent on the District's ability to obtain substitutes.

b) Use

Sick leave shall be granted when an employee is incapacitated from the performance of his duties by personal illness, injury or for medical, dental, or optical examination or treatment. Sick leave shall also be granted for serious illness, accident or medical treatment of family members: Spouse, Child, Mother, Father, Grandparents, Grandchildren, Persons living in the same household, Mother-in-Law, and Father-in-Law.

c) Examinations

The Superintendent may at any time require an employee to submit to a physical and/or psychological examination by an appropriate practitioner selected by the Employer for purposes of verifying the employee's eligibility for leave or return from leave under this Agreement or to verify the employee's ability to successfully perform his/her assignment. Such examination shall be paid for by the Employer.

d) Reporting Procedures

Absences shall be reported to the employee's immediate supervisor or an appropriate party as determined by the District at the beginning of the school year, at least two (2) hours before the employee's scheduled starting time, except in case of emergency. Should the employee know that the absence will continue beyond two (2) or more consecutive days, the employee shall notify his/her immediate supervisor to this effect before the end of the first such day and each succeeding day of absence thereafter. In cases of prolonged illness, the employee may be excused by the immediate supervisor from making such daily reports, provided that the employee has submitted in advance to the immediate supervisor a physician's statement detailing the reasons for absence and the anticipated date of return to duty.

1. Bereavement Leave

All employees shall be granted up to three (3) working days off work with pay for a death in the employee's immediate family: Spouse, Children, Parents, Grand Parents, Grand Children, Brother, Sister, Aunt, Uncle, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, Persons living in the same household. Two additional work days may be taken for said death, but they will be deducted from the employee's sick leave days. Should a death occur during the summer or during a regularly scheduled break (Example: winter break, spring break) the member shall not be entitled to bereavement leave. The exception to this would be if the death occurs four (4) days prior to the end of the break. Should a memorial/funeral service be scheduled for the death of a family member later in the school year, the employee shall be granted up to three (3) days not charged to his/her leave day bank if the member did not use bereavement leave at the time of the death.

2. Court Leave

Any Employee who is subpoenaed to testify during working hours in any judicial or administrative matter (excluding adversarial matters between the Employer and the Union and/or the Employer and the employee) shall be paid his/her full compensation for such time, less any compensation received as witness fees. Any compensation received by the employee excluding mileage, shall be turned over to the District.

3. Jury Duty

An employee who is summoned for jury duty shall suffer no loss of compensation due to his/her absence for this purpose for the time required which conflicts with the employee's regularly scheduled work assignment. The Employer shall not be obligated to compensate the employee more than his/her regular rate of pay for the scheduled hours missed less any amounts which the employee is entitled to receive from the court as a juror fee. The employee shall advise his/her immediate supervisor of the necessity for this absence as soon as he/she is advised of the obligation to serve. Any compensation received by the employee excluding mileage, shall be turned over to the District.

4. Worker's Compensation

In cases where the Employee receives Wage Continuation Benefits through Worker's Compensation, the Employee may, at his/her option utilize accumulated sick leave to the extent required to maintain regular earnings.

B. Unpaid Leaves

1. Illness or Disability

An employee who has exhausted all accumulated sick leave and is unable to work because of personal illness or disability shall be granted a leave of absence without pay for the duration of the illness or disability up to one (1) year. The employee may be required to provide a physician's statement indicating the inability to return to work. A physician's statement verifying that the employee is capable of returning to work may be required. Such leaves of absence shall not affect the employee's seniority rights, except that sick leave and seniority rights will not accrue during such leave of absence.

2. Miscellaneous

Leaves of absence without pay shall be granted for reasonable periods (not to exceed three (3) months. Extensions may be granted at the discretion of the Employer), for the purposes listed below:

a) Physical or mental illness as stipulated by a physician.

b) Training related to an employee's regular duties at an approved educational institution.

c) Prolonged serious illness in the immediate family which includes husband, wife, children, or parents living in the same household.

d) Other reasons, only with the approval of the supervisor and the Superintendent and if suitable substitutes are available and it does not cause scheduling problems for the district. Ten (10) days maximum per year.

3. Pregnancy Leave

An employee shall be granted a pregnancy leave of absence for up to one year, provided the employee shall notify the Employer of the pregnancy. The Employer then may request periodical verification of the health of the employee in relations to the performance of the employee's normal job duties. When the medical verification of the physician will not allow the employee to continue in her normal job function because of such pregnancy, the employee shall then be granted a leave of absence for the duration of the pregnancy. An employee shall be expected to return to work when released to full time duty with a doctor's statement establishing the fact that she is able to return to work at that time. During such leave when accumulated sick leave is exhausted, the employee may continue on an unpaid leave of absence for pregnancy.

4. Military Leave

Leaves of absence will be granted to employees who are active in the National Guard or a branch of the armed force reserves for the purpose of fulfilling their annual field training obligations or when called to active duty, provided such employees make written requests for such leave of absence immediately upon receiving their orders to report for such duty.

The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of Federal, State or local law granting such rights.

5. Leave Conditions

All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Employer, a copy furnished to the employee and a copy sent to the Association. Employees on leave up to six (6) months shall have the right to return to the same position, or an equivalent position if the former position has been eliminated. "Equivalent" shall mean equal in pay and assigned hours. After six (6) months the employee shall have the right to return to an equivalent position in their classification in the bargaining unit. Return to an assignment shall be subject to the operation of the lay off procedures of this Agreement. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed to be beneficial to the Employer and the employee. Leaves of absence shall not affect the employee's accrued vacation rights, except that sick leave will not accrue during such leave of absence. Seniority shall continue to accrue up to six months of leave and then shall be frozen.

C. <u>Family Medical Leave</u>

Following one year of employment and upon request, an employee shall receive up to twelve (12) weeks unpaid Family (or Self) Medical Leave. In conformance with the Family Medical Leave Act, the employee shall continue to receive his/her usual fringe insurance benefits, paid by the District, during this leave. The employee has the right to return to his/her former position upon conclusion of a Family Medical Leave.

ARTICLE X

WORK HOURS

A. Work Year

1. The assignment and work schedule of each employee shall be determined by the Administration. It is clearly understood by the parties that the following provisions in no way constitute a guarantee of hours per day, days per week, or weeks per year.

   By way of illustration, not limitation, the Board reserves the right to increase or reduce hours, days, and weeks, to set the starting and ending days of the work week and work year, and starting and ending times of the work day.

2. Employees shall report for duty on days in which students are scheduled to attend. Two (2) additional days shall be scheduled beyond the student day as follows:
   1. Employees shall report for each year on the opening of the school year all staff orientation day. Should an all staff orientation day not be scheduled for any year, an additional day shall be added to replace this day.
   2. One additional day shall be scheduled when students are not present.

   The additional two (2) work days (referenced above) shall not be scheduled during school breaks or vacations. (i.e.: Christmas break, Thanksgiving break, spring break, summer, etc.) Employees shall receive thirty (30) calendar days notice of the scheduling of additional work days unless mutually agreed upon by the administration and the Association.

3. Aides

   a. Except for unforeseen circumstances, aides will be provided their tentative work schedule on or before August 15th of each year and aides will be notified five (5) work days in advance of any changes in their work schedule.

   b. On Parent/Teacher conference half days, 6 and 6.5 hour employees shall have the option of working their normal schedule, which must be determined by September 1 of each year.

   c. 3.5, 3, or 2 hour per day employees that work only in the afternoon shall have the option of working in the mornings on any half days, which must be determined by September 1 of each year.

   d. Any aide will be expected to work their normal day if any additional half days are scheduled other than Parent/Teacher conferences.

   e. Any employee asked by a supervisor to work beyond his/her schedule will be compensated at his/her regular rate.

4. Bus Run Definitions and Times.

   a. Regular bus runs are scheduled at two (2.0) hours per run.

b. "Substitute runs" are regular scheduled bus runs that require a replacement driver due to the absence of the regular driver.

c. Alternative School bus runs are regular daily scheduled runs. Additional hours will be calculated by the approximate time involved in one-half hour increments.

d. Special Ed – Special Education will be a regularly scheduled run. Additional hours will be calculated by the approximate time involved in one-half hour increments.

e. Special Trips: Special trips are summer runs, field trips, sports activities and all other extra trips not included in items a, b, c, or d above.

B. Work Day

1. Employees shall report at the designated starting time of their shift and shall not leave, except during his/her lunch period, without permission until their established quitting time. Employees who must leave the premises during their work time for any reason shall inform their immediate supervisor of the reason for leaving, destination, estimated time of return, and secure the supervisor's permission prior to leaving, provided that a supervisor is available. If a supervisor is not available, the employee shall inform the secretary.

2. All aides working shifts of four (4) or more hours shall be entitled to a fifteen (15) minute rest period. All breaks are paid periods. It is recognized that the operating needs of the school district may occasionally require rescheduling of breaks by the immediate supervisor.

3. A thirty (30) minute duty-free, unpaid lunch period shall be allotted daily to an employee who is scheduled to work at least four (4) hours in his/her assigned shift. The unpaid lunch period shall be scheduled by the employee with his/her immediate supervisor in order to minimize any interference with school program operations and services.

C. Emergency School Closing

On days the District is closed due to inclement weather or other emergencies, employees shall not be required to report for work and shall be paid at their regular rate. If the District elects not to reschedule days of instruction lost after the initial two (2) days, employees shall be paid for all days in their normal work year. In the event the District reschedules days of instruction, the employees will receive no extra compensation.

ARTICLE XI

WORKING CONDITIONS

A. Training

1. The District will provide training, at the District's expense in CPR, Universal Safety Procedures, Student Restraint Holds and other appropriate training for all drivers and all aides, when recommended by the joint "Training Committee" composed of not more than two (2) administrators selected by the Superintendent and not more than two (2) members selected by the Association. The Association shall select the Chairperson of this committee. Such training will be scheduled on days of teacher in-service, as much as possible. The Superintendent and Association President will have ongoing discussion at their monthly meeting regarding professional development opportunities for support staff.

2. When the District makes a training session/in-service mandatory, the employee shall be paid at their appropriate pay level for all hours required outside of their regularly scheduled work hours.

3. Aides and drivers will be provided training in the use of and provision of a workable "Body Fluid Kit" at their immediate work site and on the buses. If an aide is required to diaper a student or assist a student with toileting, upon the request of the aide another adult will be present to the extent possible.

B. Student Information and Student Needs

1. On a case by case basis the district, with input from the affected employee, will determine what training and other support should be provided to an employee assigned to a medically fragile student. (Intent: This could mean being invited to IEPCs, team meetings, etc.)

2. The District will provide a list of students with special needs and adequate information and training on how to deal with those special needs to the specific bus driver(s) and the specific aide(s) who are assigned to provide service to that specific special needs student. Drivers and Aides shall keep such information confidential.

3. Drivers are not expected to assist and supervise students with physical impairments on a special or field trips. Aides will be provided another adult to assist the aide with moving and taking care of the physically impaired student(s). Aides, on a rotation basis, will be to assist on the special or field trip. If an aide does not accept this opportunity, he/she may be assigned to assist on the trip.

4. If and when a student(s) must be lifted, a second adult individual will be made available to assist with the lift.

C. Job Descriptions

1. Aides will be provided a job description, by August 15 of each year, which identifies the specific responsibilities of the aide and of the teacher. It is recognized that it is inappropriate to expect aides to develop lesson plans for individual students. It is not the responsibility of the aide to develop lesson plans for students. Opportunity for aide input will be provided through regular (weekly) aide-advisory teacher planning meetings.

D. Buses – Student Discipline

1. The District agrees to provide working cameras on each regularly scheduled route bus. The driver will be given the opportunity to view the tape prior to logging it in with the bus supervisor.

2. A bus aide will be provided when a driver requests one.

ARTICLE XII

EVALUATION

A. All employees shall be evaluated and a copy of the evaluation shall be received by April 15th of each year. This evaluation shall be the responsibility of their immediate supervisor. Failure to evaluate an employee shall mean that specific employee's work performance is satisfactory for that year.

B. The employee's annual evaluation shall include information obtained from direct formal and informal observations.

C. All formal observations of the work of each employee shall be conducted with the full knowledge of the employee. These formal observations shall be for periods of time that accurately sample the employees work.

D. The annual evaluation will be written on the form developed jointly by the Association and the Employer (Attachment #3). A copy of the evaluation will be given to the employee. A conference between the supervisor and employee will be scheduled to discuss the evaluation. The employee shall sign the report. However, in no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the employee is to improve. The employer will work with the employee to determine ways to help him/her improve their performance. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. All written evaluations are to be placed in employee's personnel file.

E. At the completion of the probationary period, an evaluation of the employee's work shall be completed, following the procedures of this provision.

F. In the event a non probationary member is not continued in employment, the Employer will advise the employee of the specific reasons therefore in writing.

G. The content of the annual evaluation is not subject to the grievance procedure.

ARTICLE XIII

COMPENSATION AND FRINGE BENEFITS

A. Pay

The Board of Education shall provide either nineteen (19) or twenty-forty (24) equal payments of wages. Employees must notify the business office two (2) weeks prior to the 1st pay period of the start of the school year regarding having equal payments of nineteen (19) or twenty-forty (24). If the business office has not been contacted, the pay periods will be based on twenty-four (24) pays. Payroll payments will take place on the 10th and 25th of each month. If the 10th and 25th fall on a weekend, holiday or scheduled day off, payments will take place the prior scheduled school day.

B. Longevity

Employees will receive longevity pay at the end of each year following this schedule based upon their years of service in the District.

	2008-2009	2009-2010	2010-2011	2011-2012
20 and over	$790.00	$790.00	$810.00	$830.00
12 to 19 years	$640.00	$640.00	$660.00	$680.00
9 to 11 years	$490.00	$490.00	$510.00	$530.00
5 to 8 years	$340.00	$340.00	$360.00	$380.00

C. Retirement

Those employees retiring or severing employment and qualifying for payments under the Michigan School Employment Retirement System or the Federal Social Security System shall be reimbursed at a rate of forty ($40.00) dollars per day for accumulated sick leave. The limit for this benefit is ninety (90) days. This benefit is only available to employees that have been in the employ of the District for ten (10) or more years.

D. Life Insurance

A thirty thousand dollar ($30,000) term life insurance program shall be provided to each employee with premium entirely by the Employer.

E. Health Insurance

1. Full Time Employees
   a. The district shall provide to the employee who works at least three and one half (3.5) hours a day during the school year and who does not have an employer group health insurance plan otherwise available to him/her, the following coverage for a full twelve (12) month period:

Health Insurance	MESSA Choices II $300/$600 In Network Deductible $600/$1200 Out of Network Deductible
Rx	$10.00/$20.00

b. The Board's contribution shall be $434.00 per month for the 2010-2011 school year. Each year after, the Board's contribution shall increase by 7% (example: 2011-2012 = $472.00 2012-2013 = $505.04, etc.)

c. The Board shall provide to the members a qualified 125 Plan and medical reimbursement plan at no cost to the member. The employee shall enter into a salary reduction agreement for this purpose.

d. The Board of Education shall reimburse ESP members taking insurance for medical expenses and/or prescriptions, up to $100. A receipt(s) for stated medical reimbursement, and/or prescription reimbursement, must be presented to the district's business manager to be eligible. The type of prescription(s), the condition(s), the social security number(s), any credit card information, and any personal information may be blacked out by the ESP member before submission. Receipts must be turned in prior to December 1 and August 31 of each year. The district has ten (10) working days to remit payment to the ESP member.

e. Option in Lieu of Health Insurance

1. Annuity dollars, cash, and/or MESSA/MEAFS non-taxable options will be provided to the employee who works at least three and one half (3.5) hours a day during the school year and who does not choose/qualify for the health insurance program provided above. The dollar amount provided by the employer each month for twelve months will be as follows:

2008-2009	$125
2009-2010	$125
2010-2011	$145
2011-2012	$165

2. The Employer shall provide this benefit under their Section 125 Plan. To elect a tax-deferred annuity, the employee shall enter into a salary reduction agreement.

2. <u>Part-Time Employees</u>

a. Employees who work less than three and one half (3.5) hours each school day will be provided one half (50%) the annuity/cash/MESSA/MEAFS non-taxable option dollar amount provided to the employees who work more than 3.5 hours each school day. The dollar amount provided by the employer each month for twelve months will be as follows:

2008-2009	$62.50
2009-2010	$62.50
2010-2011	$72.50
2011-2012	$82.50

b. The Employer shall provide this benefit under the Section 125 Plan. To elect a tax-deferred annuity, the employee shall enter into a salary reduction agreement.

c. As of ratification date of this agreement (September 10, 2007), new employees working less than 3.5 hours shall not be eligible to receive cash in lieu of insurance.

F. Vision Insurance

The District shall provide to each bargaining unit member without cost to the member, the VSP-3+ vision insurance plan for a full twelve (12) month period, covering each school year of this Agreement.

G. No other fringes, wages or annuities shall be offered other than those specified above.

H. The Association and Board agree to discuss the impact of any National/State Health Insurance.

ARTICLE XIV

SPECIAL BUS RUNS AND EXTRA TRIPS

A. Special runs are all trips that are needed to transport students and personnel to and from extra special events on regularly scheduled school days that are approved by the school officials.

B. Special runs will be posted/assigned at least forty eight (48) hours before the date of the trip. Overnight special runs will be posted/assigned one (1) week in advance of the trip, or as soon as possible.

C. Special runs are the responsibility of all bus drivers.

1. Alphabetical order of last names of each driver shall be used for the rotation schedule. If all regular drivers refuse a special trip, a rotation schedule will be available to the substitute drivers. The rotation schedule of the substitute drivers is listed by seniority. If all substitute drivers refuse the special trip, the regular driver who is next in line shall be assigned to the trip.

2. The supervisor is eligible to take the special trip if all regular and substitute drivers have refused the special run and if it doesn't interfere with his normal working hours.

D. <u>Trip/Run Conflict</u>

When a special run is scheduled at such time when the driver cannot make his regularly assigned run, a regular driver will receive his regular day's wages plus the hourly rate for sub driving for special trips for each hour of the trip over and above the required hours to make their regular run.

E. <u>Mileage</u>

1. Maximum miles per trip one way – 150 miles or 300 miles round trip for one driver;

2. Trips with mileage in slight excess above the stated 300 miles or for trips which require extenuating circumstances, the Superintendent will negotiate settlement with the driver's Association President.

3. Trips in excess of 300 miles round trip will require an overnight stay or the use of two (2) bus drivers per bus. For specified limitations see Item 2 above.

F. <u>Canceled Trips</u>

When a special run or extra trip is canceled and the driver is not notified within one (1) hour of scheduled time of leaving the following will apply:

1. The driver will receive two (2) hours pay.

2. If a regular driver is to make a special trip and it is canceled before it is time for their regular run to be made, the regular driver will be allowed to make their regular run.

G. Overnight

On overnight special runs, the driver will be paid the hourly rate for sixteen (16) hours in a twenty-four hour period. An overnight lodging of a single room per driver at the facility used by the school party shall be provided at the District's expense.

H. Meals

Meal reimbursement for trips will follow current Board policy and administrative guidelines. Those unique circumstances that fall outside of these guidelines will require the review and authorization of the immediate supervisor.

I. Special Compensations

1. Drivers asked to take a special trip of less than two (2) hours will be paid a minimum of two hours pay at the special trip rate.

2. Trips

   Drivers are to stay at the event location until completion of the event except for his/her lunch time.

J. The District will provide an in-service cellular phone to the driver who at that time is on the furthest out-of-town special trip.

ARTICLE XV

JURISDICTION

A. Employees and the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purpose of instructional training, experimentation or in cases of emergency except for the work that has been historically performed by the supervisor of transportation.

Bus drivers shall be employed by the Board of Education for the purpose of driving a school vehicle used to transport in excess of eleven (11) students as long as the run is not regularly scheduled.

B. Should the District purchase a school van or vehicle which has a capacity larger than eleven (11) passengers this Article will become open for further discussion and/or possible change.

ARTICLE XVI

SUBCONTRACTING

It is understood that subcontracting of bargaining unit work is a management function and that the Employer may engage outside contractors or other employees to perform bargaining unit work when the Employer determines that subcontracting is appropriate because (a) necessary skills are unavailable in the bargaining unit or (b) scheduled completion of work cannot be reasonably be accomplished with regularly scheduled bargaining unit personnel or (c) work cannot be performed in an economical or efficient manner. No bargaining unit member will be denied their regularly scheduled and normal work hours.

ARTICLE XVII

PUBLIC SCHOOL ACADEMY

Should the District consider the authorization of a public school academy, the Employer agrees to discuss the situation with the Association.

ARTICLE XVIII

CONFERENCES

The District and Association acknowledge the importance of a good working relationship based on mutual respect. To encourage this, the Superintendent and Association President shall plan to meet at least one time a month to discuss matters important to the Association and District. This meeting is not intended to circumvent the grievance process.

ARTICLE XIX

GENERAL

A. Safety Practices

The Employer will take measures in order to prevent or eliminate any hazards which the employees may encounter at their place of work during their normal work hours (if within it's abilities financially), in accordance with the provisions of OSHA, State and Local Regulations.

B. Scope, Waiver, and Alteration of Agreement

1. No agreement, alteration, understanding, variation waiver or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless the same has been ratified by the Association and executed in writing by the parties hereto.

2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.

3. If any Article or Section of this Agreement or any supplement hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby.

C. Binding Effective Agreement

This Agreement shall be binding upon the parties hereto, their successors and assigns.

D. No Strikes and Lockouts

1. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association, accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the Public Employment Relations Act, (MCLA 423.201 et seq.; MSA 17.455 (1) et seq.) or any state legislation which applies to members of the bargaining unit.

2. The Board agrees that during the life of this Agreement there shall be no lockouts of employees.

ARTICLE XX

NEGOTIATION PROCEDURES

A. Upon mutual agreement, the parties may confer during the term of this contract for the purpose of discussing matters of common concern. The parties shall cooperate in scheduling such meetings at mutually convenient times.

B. 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 or matter not removed by law from the area of collective 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. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. However, the parties shall not be precluded from mutually and voluntarily agreeing to reopen any provision of this contract for re-negotiation during the term of this Agreement.

C. In any negotiations by the parties, neither party shall have any control over the selection of the negotiators or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by the membership of the Association. The parties mutually pledge that representatives selected by them shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

D. There are no understandings or agreements or past practices which are binding on either the District or the Association other than the written agreement enumerated or referred to in this Agreement. No further agreement shall be binding on either the District or the Association until it has been placed in writing and signed by both the District and the Association as either an amendment to this Agreement or as a letter of understanding executed by both parties.

APPENDIX XXI

DURARION OF AGREEMENT

This Agreement shall become effective as of July 1, 2009 and remain in full force and effect until August 31, 2012 and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of this Agreement or sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

FOR THE EMPLOYER:

Kathleen A. Schmidt

Gary Rye

Michael Potts

Date: 12-1-10

FOR THE ASSOCIATION:

Carol A Corey
Co-President

Jamie L. Brooks
Co-President

Diane L. Langan
MEA UniServ

Date: 12-1-10

Jonesville Community School Board
Negotiation Team Members:

Michael Potts, Superintendent

JESPA Negotiations Team Members
Negotiation Team Members:
Jamie Brooks
Carol Corey
Diane Langan, MEA UniServ Director

APPENDIX I

COMPENSATION FOR BUS DRIVERS

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification of Bus Driver as set forth below:

A. Rates

PROBATIONARY RATE

A bus driver will serve ninety (90) calendar days from the date of hire as a probationer at the following hourly rate:

COMPENSATION FOR BUS DRIVERS

	Step	2008-2009	2009-2010	2010-2011	2011-2012
Increase of			$.00	$.10 **	$.20
Probationary/Substitute		$16.89	$16.89	$16.99	$17.19
Regular Trips	1	$17.43	$17.43	$17.53	$17.73
Voc Ed, Special Ed	2	$17.82	$17.82	$17.92	$18.12
	3	$18.17	$18.17	$18.27	$18.47
Special Trips		$13.77	$13.77	$13.87	$14.07

**Increase is retroactive and shall be paid in a separate check on the December 10, 2010 pay period.

Non-school day trips (weekends, holidays, school breaks, etc.) shall be paid at the hourly rate.

1. All shuttle runs shall be paid for actual time, but not less than one (1) hour.

2. Breakdowns in excess of one-half (1/2) hour shall entitle the driver to an extra hours pay if they remain with the disabled bus for that period of time.

3. Drivers when called for emergency runs would be paid an extra hours pay if they did not depart within one-half (1/2) hour of the time they were called.

B. Other Compensation

1. Chauffeurs Licenses

   Payment for renewed chauffeur's license fees shall be made in full to each regular driver within twenty four (24) hours after presentation at the Office of the Superintendent. The reimbursement shall be made in a non-payroll check.

2. Jackets shall be provided by the Board, at no cost to the driver, for each regular driver each year. This will be done on an alternating year basis with spring and winter wear 2006-2007 winter wear, 2007-2008 spring wear, 2008-2009 winter wear. The coats and style of jackets/coats requested must be approved by the supervisor and the Superintendent before an order is placed.

3. Each bus driver who completes the bus driver education safety course shall be paid at the hourly rate at the next Board meeting following successful completion of the course.

4. During each month each driver shall clean their assigned bus as per the bus cleanliness code posted in the bus garage, health and weather permitting. Each regular driver shall receive the sum of one hundred twenty-five dollars ($125.00) in a separate check for successful completion of the cleaning assignment described above.

5. Non-transferable complimentary passes shall be provided to each driver for all home athletic events.

C. Physical Examinations

Employees shall submit to physical examinations as may be required by law for the driving of a school bus and as are deemed necessary by the Employer. The Employer will select the physician or clinic for the physical. Any employee who elects to use their own doctor will be reimbursed a flat rate of forty ($40.00). In addition to the flat rate above, employees will be reimbursed half of any amount over the initial forty ($40.00) up to an additional forty ($40.00). Reimbursement for physical examinations will be capped at eighty ($80.00).

D. Random Drug Tests

When drivers are selected for the random drug test and are expected to take the test other than during their regular work time, they shall be paid at their regular hourly rate for two (2) hours.

APPENDIX- II

COMPENSATION FOR AIDES

The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth below:

Aides

1. Wages

An aide will serve *ninety (90) calendar* days from date of hire as a probationer at the following hourly rate:

COMPENSATION FOR AIDES

	Step	2008-2009	2009-2010	2010-2011	2011-2012
Increase of			$.00	$.10 **	$.20
Probationary/Substitute Rate		$9.92	$9.92	$10.02	$10.22
Regular Rate	1	$10.41	$10.41	$10.51	$10.71
	2	$10.68	$10.68	$10.78	$10.98
	3	$11.17	$11.17	$11.27	$11.47
	4	$11.53	$11.53	$11.63	$11.83
	5	$12.07	$12.07	$12.17	$12.37

**Increase is retroactive and shall be paid in a separate check on the December 10, 2010 pay period.

2. Other Compensation

   a. The Board shall provide a per year clothing allowance of $100.00 to aides with an outdoor assignment, to be paid in full at the completion of the probationary period and with the first bi-weekly payroll of each year thereafter. Employees not completing a full year of employment shall be deducted the prorated unearned clothing allowance at the rate of $1/10^{th}$ per month.

   b. Non-transferable complimentary passes shall be provided to each regular instructional aide for all home athletic events.

   c. The District will assume any costs for additional testing as required by either state or federal regulations for the re-certification of instructional aides.

ATTACHMENT 1
GRIEVANCE REPORT FORM

Jonesville Educational Support Staff/MEA-NEA, Jonesville Community Schools

Building: ______________________________

______________________________ Date Filed ______________________
Name of Grievant

Step One

1. Date Cause of Grievance Occurred or Discovered: ______________________

2. Statement of Grievance with Reference to Portions of Master Agreement Allegedly Violated, Misapplied, etc. ______________________

____

____

3. Relief Sought: ______________________

____

____

______________________ ______________________
Signature of Supervisor with Date Signature of Grievant or Association Representative with Date

4. Disposition of Supervisor: ______________________

____

____

____
Signature of Supervisor with Date

5. Position of Association: ______________________

____

____

____
Signature of Association Representative with Date

Attachment 1 Cont'd

Step Two

1. Signature of Superintendent's Secretary or Superintendent at receipt of grievance with date: ____________

____

2. Disposition of Superintendent: ______________________________

____

____

____
Signature of Superintendent with Date

3. Position of Association: ______________________________

____

____

____
Signature of Association Representative with Date

Step Three

1. Signature of Secretary of Board of Education at receipt of grievance with date: ____________

____

2. Disposition of Board of Education: ______________________________

____

____

____
Signature of Secretary of Board of Education with Date

Step Four

1. Date Submitted to Arbitration: ______________________________

2. Disposition and Award of Arbitrator: ______________________________

____

____

ATTACHMENT 2

January 12, 2011

AIDE SENIORITY

2/24/1988	Diane Cooley
10/17/1991	Kimberlee Claus
11/5/1991	Cathy Brown
10/18/1993	Jamie Brooks
12/15/1993	Kathleen Schneider
9/29/1995	Laurel Spencer
10/18/1996	Clara Bernklau
1/6/1997	Robin Thompson
8/25/1997	Kathy Kelley
11/10/1997	Linda Nichols
9/17/1998	Deanna Bice – Seniority Frozen as of August 21, 2006
10/27/1998	Sue Smith
8/13/1999	Pamela Hall
11/20/2002	Doris Lowry
4/7/2003	Mary Trombley
8/19/2003	Cathy Church
8/23/2004	Laura Slovacek
10/25/2010	Mary Tesch
12/13/2010	Stacey Hansen

November 1, 2010

BUS DRIVER SENIORITY

2/9/1984	Tim Smith
11/8/1993	Debra Hukill
8/19/1998	Carol Corey
1/25/1999	Robert Jordan
1/28/2002	Sally Marvicsin
8/18/2004	Terry DeLeeuw
9/15/2005	Jeremie Britton
9/28/2005	Bernard Rose
11/23/2005	Roger Strait
8/22/2006	Deanna Bice
11/9/2006	Danny Ringman
12/6/2006	Willard Fowler
9/10/2008	Mary Rivera
10/7/2010	Ron Coffinger

ATTACHMENT 3

EVALUATION FORM

This form is to be used in evaluation of all employees including probationary staff as per the Master Agreement.

COMMENTS:

Considering the observations made during this school year, I believe this employee should be rated as: (Mark only one)

______ **SATISFACTORY**

______ **NEEDS IMPROVEMENT IN THE FOLLOWING AREAS:**

____

____

______ **UNSATISFACTORY BECAUSE:** ____________

____

____

TO BE COMPLETED AFTER FINAL EVALUATION:

This employee is: RECOMMENDED FOR REEMPLOYMENT (Strike only one line)

NOT RECOMMENDED FOR REEMPLOYMENT

______________________________ ______________________________

Signature of Employee with Date **Signature of Supervisor with Date**

Original to employee; first carbon personnel file; second carbon supervisor