

2009-2010 2010-2011

AUXILIARY CONTRACT

BETWEEN THE

**MANISTIQUE AREA
SCHOOLS**

BOARD OF EDUCATION

AND THE

MANISTIQUE M.E.S.P.A.

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ARTICLE I - MODIFICATION

- A. This Agreement shall be in effect September 1, 2009 and shall remain in effect until August 31, 2011 inclusive, and from year to year thereafter.
- B. If either party desire to change, modify, or terminate this Agreement, it shall give written notice to the other party at least sixty (60) days prior to any expiration date.
- C. The giving of notice in Article I, Item (b) shall constitute an obligation upon both parties to negotiate in good faith all questions at issue with the intent of reaching an agreement prior to the anniversary date.

ARTICLE II - RECOGNITION

- A. The Employer agrees to recognize the Manistique MESPA as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, monthly, weekly and daily hours of work and working conditions for all non-supervisory employees covered by the below listed classifications and divisions:

1. CLASSIFICATIONS:

Aide	Indian Ed Coordinator
Bus Driver	Library Assistant
Bus Mechanic	Maintenance Chief
Cook	Maintenance Worker
Custodian	Pool Operator
Food Server	*Secretary

*Effective 9/1/05 - The High School Secretary will be removed from the bargaining unit. When the current employee leaves this position, the position will revert to a bargaining unit position.

2. DIVISIONS:

DIVISION A:	40 hour per week, 12 month per year positions
DIVISION B:	40 hour per week, less than 12 month per year positions
DIVISION C:	12 month per year, less than 40 hour per week positions
DIVISION D:	Less than 40 hour per week, less than 12 month positions

- B. All auxiliary service employees shall be classified in one or more of the above divisions for the purpose of determining wages, salaries and benefits in accordance with the expressed items and conditions of this Master Agreement.

ARTICLE III – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of professional dues in the Association which sum shall be in the amount duly adopted by the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the employee, between June 1 and September 1 of any year. Pursuant to such authorization the Board shall deduct one-tenth of such dues from the second regular salary check of the employee for ten (10) consecutive months. Any employee who shall not perform services for any contracted month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each contracted month he/she did not work, except where the failure to perform services during any month was the result of the employee taking any leave of absence or sick leave provided for in the contract. The Association shall inform the Board, in writing, of the amount of deductions for each employee.

- B. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of employment as a bargaining unit member, shall, as a condition of employment, pay as a Representation Benefit Fee to the Association an amount equal to the professional dues of the association, or contribute a like amount to Bay Cliff Health Camp or Manistique Area Schools Scholarship Foundation, provided, however, that the employee may authorize payroll deductions for such fee in the same manner as provided in the preceding paragraph A.

In the event a bargaining unit member shall not pay such Representation Benefit Fee directly to the Union, Bay Cliff, or to the Scholarship Foundation, or authorize payment through payroll deductions, as provided in the preceding paragraph, the employer shall, pursuant to MCLA 408.477 MSA 17.277(7) and at the request of the Union, deduct the Representative Benefit Fee from the bargaining unit member's wages and remit same to the Union.

- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Representation Benefit Fee, the Board agrees promptly to disburse said sums upon direction to the treasurer of the Association.

- D. This article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.

- E. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Sections A through F of this Article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as a result of said suit or action, subject however, to the following conditions:
 - 1. The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agent.

2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or 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 tribunal.
 3. The Association has the right to choose the legal counsel to defend any suit or action.
 4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- F. The Union shall certify to the Employer, in writing each month, a list of its members working for the Employer who have furnished the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment) or uniform assessments owing and to be deducted for such month from the pay of such member and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Union in one lump sum.
- G. The employer shall add to the list submitted by the Union the names of all new employees hired since the last list was submitted, and delete the names of employees who are no longer employed.
- H. Where an employee is not on the payroll during the week which deduction is to be made or has no earnings, or has insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages and transmit to the Union.

ARTICLE IV - BOARD RIGHTS

The Union recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school district to the full extent authorized by state and federal laws, codes, and regulations, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

The Manistique Area School District is a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, MCL 380.11a, as amended.

ARTICLE V - HEALTH

- A. The Administrative Offices of the school district may at any time request a report of a physical examination, at Board expense, when in their opinion the welfare of the school district will be served by this action.
- B. The school district may require any auxiliary employee to be examined by the school designated physician. Such examination shall only be required for reasons pertaining to the employee's ability to perform the duties of his/her job or the job to which he/she is requesting to be transferred.

- C. Physicals shall be performed by a Board-designated provider. Insured employees shall submit their physical bills to their insurance for payment. The District will reimburse that portion of the bill not covered by personal insurance. It is understood that employees who choose a provider other than that approved by MAS will be responsible for all fees which exceed those of the approved provider.
- D. Members of the auxiliary staff shall submit, periodically, x-ray reports or skin tests to the Superintendent of Schools whenever this service is provided locally through the cooperation of the Mackinac-Luce-Chippewa-Schoolcraft County Health Department, or other appropriate health agency. The cost of such tests or reports shall be borne by the Board.

ARTICLE VI - SENIORITY

- A. In all cases of promotion, demotion, transfer, layoff and recall, due consideration will be given to the following factors:
 - 1. Length of service.
 - 2. Ability to perform the duties of the job as defined by the job description, based on related experience, training, and performance on any required test documenting proficiency in skills listed as minimum requirements for the position.
 - 3. Ability to perform essential functions of the job.
- B. If factors 2 and 3 are equal, length of service will govern. If factors 2 and 3 are not equal, length of service will not govern.
- C. Seniority shall be computed on length of service, from the first date of employment as bargaining unit members, except that effective 9/10/87, seniority shall not accrue while on voluntary (elected) layoff or unpaid leave of absence.
- D. A seniority list of all employees will be listed on the final pages of this Agreement. The Employer will assume the responsibility of keeping said list current. Employees shall have thirty (30) days from the first day of school to challenge the seniority list date.
- E. An employee shall lose his/her seniority if he/she retires, resigns, or is discharged for a just cause.
- F. New Employees
 - 1. New employees shall be on probation for a period of sixty (60) work days in attendance.
 - 2. Seniority rights shall not accrue while on probation; however, all employees who complete their probationary periods in the future shall be given credit from their first day of continuous employment for all seniority purposes.

3. The right to release a probationary employee shall be vested exclusively with the Employer, and the discharge of a probationary employee is not subject to the grievance procedure.
4. Probationary employees are not covered by the provisions (other than wages) of this contract, and shall be covered by health insurance coverage after sixty (60) days of employment.

G. An employee transferring to another position shall be on temporary probation subject to an evaluation by his/her immediate supervisor in relation to the ability to perform the work involved. Such temporary probation shall not exceed ten (10) working days nor affect the benefits previously earned. Similarly, any increase in the level of fringe benefits shall not take effect until the month after the completion of the 10-day probationary period.

An employee has ten (10) working days from date of transfer in which to decide if he/she wishes to continue in their new position. The decision to remain at the new position or to return to the previous position rests with the employee, provided that the work performance is deemed to be satisfactory by the administration in the evaluation by the immediate supervisor mentioned in the above paragraph. The employee's previous position is to be posted immediately, but not awarded permanently until the 10 day time period is completed. This new vacancy is to be filled after the posting period by the most senior employee who wishes the position in accordance with the terms and conditions of this Agreement. This employee has ten (10) working days from date of transfer in which to decide if he/she wishes to continue in his/her new position at his/her option.

H. **Regular Vacancies:** A vacancy shall be defined as a position that is open, for which there is no bargaining unit member with recall rights. All regular vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) workdays, and a copy sent to the MESPA President. Such posting shall contain the following information:

- | | |
|---------------------|-------------------------|
| 1. Type of Work | 5. Rate of Pay |
| 2. Location of Work | 6. Hours to be Worked |
| 3. Classification | 7. Starting Date |
| 4. Division | 8. Minimum Requirements |

Determination of who will fill regular vacancies shall be made in accordance with Article VI, Sections A, B, and C.

I. **Temporary and Summer Vacancies:**

1. Temporary vacancies will be posted if the vacancy is expected to extend beyond five (5) weeks. Summer vacancies will be posted if the vacancy is expected to extend beyond three (3) weeks. The posting will include:

- | | |
|---------------------|-------------------------|
| a. Type of Work | f. Hours to be Worked |
| b. Location of Work | g. Starting Date |
| c. Classification | h. Expected Duration |
| d. Division | i. Minimum Requirements |
| e. Rate of Pay | |

2. Temporary or summer vacancies shall be filled with the most senior applicant possessing the minimum requirements for the position. A bargaining unit member who meets the minimum requirements shall be deemed qualified for that position.
 3. Upon expiration of the temporary position, the bargaining unit member shall be returned to his/her former position.
- J. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the five (5) day posting period for regular vacancies posted under Section I of this Article, for temporary vacancies posted under Section J, the posting period shall be three (3) days. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. mail to their last known address, with a copy to the MESPA President.
- The Employer shall administer on unpaid time any required proficiency tests to all otherwise qualified bargaining unit applicants who apply for the vacancy, unless they already have test results on file that have been taken within the last two (2) years and the employee does not wish to be retested, and decide which applicant is to be appointed to a posted position. Such testing shall be at no cost to the bargaining unit member. Each applicant shall be so notified in writing with a copy provided to the Association/Union. Proficiency Tests shall not be used until the Administration has consulted the Union President (or his/her designee) about that test.
- K. The parties agree that involuntary transfers are to be minimized and avoided.
- L. Bargaining unit members shall have the right to apply for and be appointed to a second position in accordance with Sections I and J of this Article, provided that the second position does not conflict with the first, nor result in overtime. Pay rates and fringe benefits of each of the positions to which the employee is appointed shall be computed independently, rather than cumulatively, based on the classification and number of hours scheduled per week, except for employees whose initial probationary period leading to becoming a member of the bargaining unit began, and whose seniority date is before August 6, 1990, for whom past practice shall apply pertaining to fringe benefits. Benefits shall be in accordance with Article XXI.J.
- M. The employer shall not change the job description of any bargaining unit member without consulting with the Association.
- N. For the duration of this agreement, positions that provided insurance benefits will be maintained at the 2008-2009 level and posted as such unless such position is totally eliminated.

ARTICLE VII - GRIEVANCE PROCEDURES

- A. The Association, believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may file a written grievance with the Board or its representative. No grievance shall be processed unless it is presented at Step 1 within thirty (30) calendar days from the alleged occurrence.

- B. Within five (5) working days of the receipt of the grievance, the affected employee's immediate supervisor shall meet with the representatives designated by the Association in an effort to resolve the grievance. The affected employee may or may not be present at such meeting. If, after meeting with the immediate supervisor, the parties cannot agree, the grievance shall be promptly transmitted to the superintendent who shall have five (5) days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the superintendent, he/she shall have five (5) days from receipt to approve or disapprove the grievance.
- C. If the grievance shall be denied in writing (Grievance Form - Appendix C) by the superintendent, the Association may, within ten (10) school days after receiving the superintendent's decision, appeal the grievance to the Board of Education. The appeal shall be in writing and shall contain the reasons for the appeal, and a copy of the superintendent's decision.
- D. Within thirty (30) calendar days, or at the next regular or special Board meeting for which the Agenda has not already been issued, whichever is first from receipt of grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing, or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall determination of the grievance be made by the Board more than thirty (30) calendar days after the Board has received it. A copy of the disposition shall be furnished the Association.
- E. If the grievance is not resolved through Steps A, B, or C, the Association may invoke binding arbitration procedures within 30 calendar days. If the parties cannot agree to the arbitrator, he shall be selected by the American Arbitration Association in accordance with the rules governing arbitration proceedings.

Both parties agree to be bound by the award of the arbitrator and agree that the judgement thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the losing party.

- F. If any employee for whom a grievance is sustained with full reimbursement of all compensation lost, if he/she shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her.
- G. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution as long as it complies with the thirty (30) day filing limitation.
- H. Filing of any grievance shall in no way interfere with the right of the Employer to proceed in carrying out its management/responsibilities subject to the final decision of the grievance procedure. In the event the alleged grievance involves an order, requirement or direction, the grievance shall fulfill or carry out such order, direction or requirement pending the final decision of the grievance procedure.

- I. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with the assignment of duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a member participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary or time.

ARTICLE VIII - EMPLOYEE RIGHTS AND PROTECTION

- A. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any disciplinary action or discrimination with respect to the employment of any employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board except to the extent it affects the employee's job performance or the reputation of the school district.
- C. No employee covered by the terms of this Agreement shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline, including adverse evaluation of employee performance resulting in disciplinary action shall be subject to the grievance procedure hereinafter set forth, including arbitration. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.
- D. An employee shall be entitled to have present a representative of the Union during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Unless representation of the union is not readily available, then the Board retains the right to place the employee immediately on paid Administrative Leave on any offense that the Board or its designees determines warrants such action. The Board's designee and the union shall meet within two (2) working days to discuss the charge(s) and the pending measures the Board or its designees are considering to take on the pending charges. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the agreement.
- E. An employee will have the right to review the contents of all records, excluding initial references, of the district pertaining to said employee originating after initial employment and to have a representative of the Union accompany him/her in such review. Other examination of the employee's files shall be limited to qualified supervisory personnel.

- F. No material of an adverse or disciplinary nature shall be placed in an employee's personnel file without the employee having had the opportunity to review it. The employee shall affix his/her signature upon reviewing any such materials. The employee's signature shall only signify awareness of the material, not acceptance of it. The employee shall have the right to attach a statement of dissent or explanation to any such materials placed in his/her personnel file.
- G. **USE OF PAST RECORD** - In imposing any discipline or discharge on a current charge, the employer will not take into account any prior infractions which occurred more than three (3) years previously.

ARTICLE IX - TRANSFERS AND SUBSTITUTES

A. TRANSFERS

1. Any employee transferred by a supervisor during a work day to a higher position shall receive such higher rate of pay for the time worked at such occupation.
2. Any employee transferred by a supervisor to a lower rated position during a work day shall be paid for all hours worked at the rate of pay which he/she commenced work.

B. SUBSTITUTES

1. The employer agrees to provide substitutes as it deems necessary to cover the duties of bargaining unit members who are absent in accordance with the provisions of this agreement. Such substitution shall be governed by the minimizing of overtime pay, seniority and availability.
2. Bargaining unit members shall indicate their willingness to substitute by sending to the District before September 30 of each year, a letter of intent to substitute.
3. Bargaining unit members who have indicated their willingness to substitute will be used to cover non-overlapping hours where such arrangements are reasonable and possible.
4. Any employee wanting to be a substitute for any department must be qualified, available and be willing to receive Step 0 pay for the pay rate of the job worked.
5. Substitutes shall work enough hours to as closely as possible perform the duties of the absent employee. If the duties are split between substitutes, the supervisor shall provide a description of the duties expected of each. Such substitutes shall be assigned to cover the approximate time frame of the absent employee's shift.
6. If a member on the substitute list refuses the substitute work three consecutive times, that person shall be removed from the list for the rest of the year.

ARTICLE X - OVERTIME

- A. One and one-half times the employee's rate of pay shall be paid for all time in excess of forty (40) hours per week. No employee shall be paid both daily and weekly overtime for the same hours.

- B. Hours worked on holidays shall also be paid at the rate of time and one-half the regular rate of pay. Time and one-half shall be paid for all work on Sunday; a minimum of three (3) hours shall be allowed for Sunday work.
- C. No overtime shall be allowed unless given prior approval by the employee's immediate supervisor. Premium payment provided in (A) and (B) above all shall not be duplicated for the same hours worked and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions.
- D. For the purpose of computing overtime pay and not as a limitation upon the scheduling of employees for work, a work week shall be a period of seven (7) consecutive days, commencing at 12:01 A.M. Monday, and the work day shall be a period of twenty-four (24) hours, commencing at 12:00 Midnight on such day, except, however, if an employee's shift has started prior to 12:00 Midnight and the employee continues to work into the next day, all hours worked continuously shall be deemed to have been worked on the day the shift commenced. Regular rate of pay shall mean hourly rate which the employee would have received for the work had it been performed during non-overtime hours. Overtime will be equalized on a rotational basis whenever possible for all qualified employees. Qualifications shall be by departments.
- E. Custodial and food service work which must be performed for groups at times other than when workers are normally scheduled shall be reimbursed at his/her regular rate of pay. When such work results in the employee working in excess forty (40) hours in any week, such excess portion shall be reimbursed at one and one-half (1-1/2) the employee's regular rate. A minimum of two (2) hours will be allowed for all such work.
- F. Both custodians and maintenance persons will be blended together into one list by seniority for the express purpose of being eligible for overtime custodial work. Persons on this list will be called for overtime work by the current method: the most senior employee will be called for first refusal, then the second most senior, and so forth.
- G. The overtime rotation list will be posted every thirty (30) days. A copy of the list will be updated and sent to the local president.

ARTICLE XI - VACATIONS AND HOLIDAYS

- A. Each employee of the auxiliary staff in Classifications A and C shall be entitled to a vacation period. Vacation periods shall be arranged with a member of the administrative staff directly responsible for the work of the employee. Vacations shall be arranged with the work schedule of the district in mind with 24 hours notice.

- B. A person transferring from part-time to full-time will be granted 75% of his/her active employment for purposes thereafter for vacation accrual only. The parties agree that this settlement shall not be used to affect any other application of seniority. This will not affect an individual's rights to claim accrual rights in accordance with the above Agreement. Vacation allowances may be taken at any time during the year following the year in which the allowance was earned, provided the vacation does not interfere with the efficient operation of the schools. If it is necessary for school to carry on its function during these vacation periods, a rotating schedule shall be developed to make sure the employees are on duty to carry out these functions.

Vacation Schedule:

1 through	3 years seniority	-	1 week vacation
4 through	7 years seniority	-	2 weeks vacation
8 through	13 years seniority	-	3 weeks vacation
14 through	19 years seniority	-	4 weeks vacation
20 years seniority and over		-	5 weeks vacation

- C. A vacation week is defined as five (5) working days. A working day for payroll purposes shall be defined as the normal number of hours usually worked.
- D. Vacation used is for the previous year worked. Eligibility is acquired upon completion of one year's employment. Second and subsequent years' vacation time eligibility shall occur after eight (8) working months from the date the employee accrues a full year's seniority. Employees transferring to positions that qualify for vacation time shall be entitled, upon reaching their anniversary date of employment on such a position, to vacation time on a pro rata basis of the amount of the year worked in that position.
- E. An employee who works at least 50% of a higher classification shall be paid at the higher classification for vacation pay.
- F. A common vacation year will be established for all bargaining unit members. This will be done cooperatively between the Union and the Administration. It will be September 1 to August 31. No existing members will have vacation time reduced as the program is phased in. New hires will have vacation time pro-rated to start as they are phased in.
- G. Holidays: Auxiliary service employees on a full-time basis shall have holidays on the days listed below. When the day falls on Saturday or Sunday, the day preceding or the day following shall be celebrated as a holiday. When a holiday falls on a day during the school year when it is necessary to have auxiliary employees on duty, members of the auxiliary staff concerned with the needed duty shall rotate assignments for the holiday either before or after the listed day.

1. Divisions A & C

Holidays - July 4, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve, Christmas, New Year's Eve Day, New Year's Day, Memorial Day, and Good Friday.

2. Divisions B & D Holidays

2005-2009 - Same as Division A, but only during the regular school year.

- H. Paid holidays shall be granted to employees according to the following schedule:
- (A) All listed holidays
 - (B) All listed holidays during the school term
 - (C) All listed holidays
 - (D) All listed holidays during the school term

ARTICLE XII - LEAVES OF ABSENCE

- A. Sick Leave - Upon completion of an employee's initial probation period, the employee shall be granted one (1) sick leave day for each month in which he/she works over one-half (1/2) of the month, accumulative to 150 days. The anticipated yearly accrued sick leave days will be available to the employee as of September 1 of each year of this Agreement. If the employee cannot or does not fulfill his/her contracted year, the days not actually accrued shall be deducted on a pro rata basis.
1. Sick leave days shall be available to be used by the employee for the following purposes:
 - (a) Personal illness.
 - (b) Critical illness or death in the immediate family as defined in Paragraph 3 of this Section.
 - (c) Educational trips in accordance with Paragraph 4 of this Section.
 - (d) Emergencies
 - (e) One such day shall be allowed to attend the funeral of a close friend.
 2. A sick leave day shall be defined as the amount of time usually worked each day at the time the sick leave day is used. Sick leave days shall not accrue during an employee's initial probationary period. Vacation days, paid sick leave days, and paid holidays shall count as days worked for the purpose of leave accrual.
 3. Immediate family for the purposes of Paragraph 1 (b) of this Section shall be defined as the employee's spouse, children, step-children, and any other member of the employee's household, spouse of child, father, mother, brother, sister, grandchildren, brother-in-law, sister-in-law, father-in-law, mother-in-law, and grandparents.
 4. Sick leave days may be used by the employee for worthwhile educational experiences. Use of such days requires advance approval of the Superintendent.
 5. Each employee shall receive notification of his/her current number of accumulated sick leave days during the months of September and January of each year.

6. Employees shall notify their immediate supervisor or Central Office as soon as possible, but in no event less than one (1) hour prior to the regular starting time of their intention not to report to work in order to collect pay for such absence under this Article. After the first day of absence, each employee shall notify the immediate supervisor or the Central Office at least six (6) hours prior to their regular starting time.
 7. The Board or Administration may request any employee absent from duty on account of personal illness to present a certificate or statement from his/her physician concerning said personal illness, provided that any charge made for said report or statement shall be borne by the Board of Education.
 8. Prior to returning to work from any work or non-work related injury, the employee must submit a slip from his/her physician indicating that he/she is capable of performing his/her normal duties.
 9. Upon exhausting all accumulated sick leave days, the employee shall be placed on an unpaid leave of absence for up to one year from commencement of such unpaid leave. Extensions of said leave beyond the first year shall be at the discretion of the Board. The terms of taking and returning from leaves under this paragraph shall be in accordance with Paragraphs 7, 8 and 9 of this Section, and with Section D - Unpaid Leave of Absence - of this Article, except that the Board shall continue to provide health insurance coverage through the end of the month following the month in which all paid sick leave days were exhausted.
 10. Bereavement Leave - In the event of the death of a spouse, child, step-child, grandchild, parent, brother, sister, grandparent, mother/father-in-law, spouse of a child, spouse of brother/sister, person who resides in the employee's domicile, an employee shall be granted three (3) days of paid leave for bereavement. Use of these days will not be deducted from the employee's accumulation of either sick leave or personal leave days.
- B. Personal Days - Each employee will be granted three (3) personal days per year, to be taken at the discretion of the employee. These days will not be deducted from the sick leave day allotment. An employee will give written notice at least forty-eight (48) hours in advance. It is understood that when such leave is taken on the first or the last day of the school year, or on the first day preceding or following a vacation or holiday, or a scheduled break in the school calendar, the leave requests of no more than four (4) bargaining unit members, with a maximum of one (1) per classification, shall be approved. Unused personal days shall accrue as sick leave days, except that Division B and D employees may carry over unused personal days to provide a maximum of ten (10) personal days in a contract year. Any unused personal days in excess of those carried over shall accrue as sick leave days.
- C. Association Days - At the beginning of every school year, the Association (MESPA) shall be credited with a total of eight (8) days to be used by officers or local agents of the Association. The agents are approved by the Association's Union Steward. A copy of the appointees shall be made available to the Superintendent no later than the second Friday after school commences. Association days are not accumulative.

1. A bargaining unit member elected to a state office in the Association shall be given release time not chargeable to the Association release time with pay to attend related meetings and activities necessary to fulfill the obligations of that office.
 2. The Association will reimburse the school district for released time for an individual serving as a state officer in MESPA.
- D. Unpaid Leave of Absence - Following the probationary period, a bargaining unit member may request, and upon approval of the Board, be granted a leave of absence without pay, not to exceed one (1) year, subject to the following conditions:
1. Child care leave will be granted upon written request by the employee.
 2. The employee will notify the Board at the earliest opportunity.
 3. The employee may elect the option of using vacation credit upon commencement of the leave. (The balance of time on leave shall be without pay).
 4. Upon return from leave, the Association member may be returned to the position he/she held at the time the leave of absence was granted, or to a similar position to which his/her seniority entitles him.
 5. Seniority shall not accrue during the leave.
- E. Employees who accrue 150 days of sick leave will be paid one-half (1/2) of their unused yearly sick leave days at the end of the fiscal year the 150 day total was reached, and each year thereafter as long as the 150 day total is maintained, or use one-half (1/2) of their unused sick leave days as paid vacation days, at the discretion of the Board.

ARTICLE XIII - RETIREMENT OR SEPARATION

Retirement will be in accordance with the Michigan Public School Retirement Act.

Upon termination of employment of a bargaining unit employee with ten (10) years of seniority in this school district at the time of termination, three-quarters (3/4) of the accumulated sick leave days or \$400, or \$20 times years of service, whichever is greater, will be paid to the employee on a separation bonus. In the event of death before such termination, but after the minimum ten (10) year period, the employee's beneficiary is entitled to receive the bonus. Separation bonus days are paid on the basis of the daily pay rate.

ARTICLE XIV - DISABILITY

- A. All bargaining unit members are covered under the terms of the Worker's Compensation Act. Each accident resulting in injury shall be reported to the Superintendent or his designee, or the Supervisor of Buildings and Grounds promptly. Such reports shall be filed within twenty-four (24) hours or the next working day, whichever occurs first.

- B. Employees who qualify for Worker's Compensation shall receive payments in accordance with the District's Worker's Compensation Insurance Plan. Employees may supplement their compensation payment with their accumulated sick leave to receive up to their normal per day salary up to the limit of the employee's accumulated sick leave.
- C. Such injured employee shall sign and deliver to the school all checks he/she receives from the agency paying workers' compensation claims.
- D. The Board shall continue to provide all fringe benefits in accordance with Article XX of this Agreement for any bargaining unit member receiving Workers' Compensation benefits.
- E. Employees who miss time due to an accident or work-related injury must have a doctor's release prior to returning to work.

ARTICLE XV – HOURS

- A. Work for employees in Divisions A and B, but excluding secretaries and library employees, shall be scheduled on an eight (8) hour day, five (5) day, forty (40) hour per week basis. During the June-August period when school is not in session for students, employees may opt to work four (4) days a week, ten (10) hours a day if such schedule is offered by the employer. Employees requesting such schedule shall do so in writing to their immediate supervisor and sign a waiver of the 8-hours daily provision for overtime provided in Article IX, Section A of this Agreement. Preferences for such schedule shall be based on seniority.
- B. Saturday work during the school year shall be on a rotating basis among all custodial and maintenance personnel. Scheduling of the rotation shall be on a voluntary basis to the extent possible. Preference for voluntary Saturday work shall be based on seniority. The supervisor will post a list of work offered for the next ten Saturdays. The most senior person chooses one Saturday he or she wishes to work, then the second most senior person chooses one Saturday, etc. Workers may not bump into additional Saturdays after they have been chosen by less senior employees. If there are Saturdays left, the most senior person may choose one more Saturday, then the second most senior person, and so forth. Saturdays not chosen by anyone will be assigned on a rotating basis to the least senior person, then the next least senior person, etc.
- C. All bargaining unit employees' regular schedule shall be for a minimum of two (2) hours per day.

ARTICLE XVI - EMERGENCY

Employees called to report for duty in an emergency shall be paid a minimum of two (2) hours at one and one-half times their regular rate of pay. Such emergency call out duty shall be paid at two (2) times the regular rate of pay on Sundays and holidays.

ARTICLE XVII - NON-DISCRIMINATION

The employer and the Union agree that there shall be no discrimination against any employee because of race, color, religious belief, sex, age, or national origin.

ARTICLE XVIII - AMENDMENT

This Agreement is complete in writing and shall not be amended, changed, altered or qualified except by an instrument in writing duly signed by the parties' signatory hereto.

ARTICLE XIX – BONDING

All personnel that handle and bank monies shall be bonded by the Board for not less than \$10,000.

ARTICLE XX - PAYROLL CHECKS

- A. Payroll checks will be issued every other Friday. All mandatory and optional payroll deductions will be made by the district and transferred to the proper collection agency.
- B. Mandatory payroll deductions include federal income tax, social security, Michigan State Income Tax and M.I.P. MESSA insurance changes can only be made during the month of M.A.S. open enrollment period. All other miscellaneous deductions, included but not limited to annuities (403(b)), life insurance, savings, may be changed only by written request submitted to the payroll office at least two weeks prior to the effective date of the change. At least three employees must request a new vendor before the Board will authorize payments to be made to such company through the payroll deduction process. These deductions are made from all money due an employee from the Board of Education for his/her services.
- C. Hourly rates for all MESPA members shall be set forth in Appendix B.

ARTICLE XXI - INSURANCE

- A. The Board will continue the insurance (MESSA) benefits contained in this Article for all two (2) years of the contract without cost to the employee and/or prorated per practice. The Board will provide an additional death benefit of \$10,000 for each member of the MESPA. This benefit will be either in the form of a term life policy or the district shall self fund this benefit at Board option.
- B. Insurance benefits will not be paid while a new employee is on probation.
- C. All employees who normally are scheduled to work thirty (30) or more hours per week during the school year in any one position to which he/she has been appointed, subject to the terms of Article VI, Section L of this Agreement shall receive:
 - Choices II, \$10/\$20 RX copay. With a \$200/\$400 deductible effective December 01, 2009. (The \$200/\$400 In-Network Deductible will be reimbursed back to the \$100/\$200 level for the 2009-2010 year). New employees hired after 9/1/05 pay \$25 (prorated for part-time employees) per month toward health benefits. For the 2010-2011 contract year the \$10.00 Office Visit deductible will be added.

Commencing on September 1, 2009, the Board will pay the rates for the specified coverage through August 31, 2011. Payment of said premium shall be dependent upon the number of hours worked by each employee as provided in this paragraph, and in paragraph (D) and in paragraph (E) of this Article XXI.

- D. All employees who are normally scheduled to work 25-29 hours per week during the school year in any one position to which he/she has been appointed, subject to the terms of Article VI, Section L of this Agreement shall receive 75% of the appropriate rate.
- E. All employees who normally are scheduled to work 20-24 hours per week during the school year in any one position to which he/she has been appointed, subject to the terms of Article VI, Section L of this Agreement shall receive 50% of the appropriate rate.
- F. Insurance benefits to be extended through the summer months for all qualified employees.
- G. Those employees qualifying for benefits under Sections C, D, and E of this Article who choose not to take Group Hospitalization shall be eligible to take up to that dollar amount specified below in non-taxable options and annuities pursuant to the Employer's IRS qualified Section 125 Plan, to the extent permitted by such plan.
 - 1. Employees who are normally scheduled to work thirty (30) or more hours per week - single insurance rate per month.
 - 2. Employees who are normally scheduled to work 25-29 hours per week - 75% of single insurance rate per month.
 - 3. Employees who are normally scheduled to work 20-24 hours per week - 50% of single insurance rate per month.
- H. Employees shall receive Delta Dental Insurance coverage for the employees and their eligible dependents of 80/80/80 including internal and external COB. Dental premiums are prorated as stated in Sections C, D, and E.
- I. Employees shall receive the MESSA VSP III+ Vision Plan for the employees and their eligible dependents. Vision benefits are prorated as stated in Sections C, D, and E.
- J. Bargaining unit members who hold dual or multiple positions shall be entitled to the Dental and Vision benefits provided in this agreement.
 - 1. 30 or more combined hours per week – 100% premium per month.
 - 2. 25-29 combined hours per week – 75% premium per month.
 - 3. 20-24 combined hours per week – 50% premium per month.

ARTICLE XXII - TRAVEL

- A. The Board of Education will reimburse all classified auxiliary employees for necessary travel expense incurred in the performance of duty associated with the operation of a school. The reimbursement rate for use of private cars shall be at the Board adopted rate per mile. At such time as the Board of Education increases the mileage allowance, such increase shall cover all affected auxiliary employees.

- B. One day trips for auxiliary employees must be submitted to the Superintendent and approved in advance of the trip. Overnight and longer trips must be submitted through regular channels to the Superintendent of Schools and approved in advance of the trip. A blank trip expense account sheet will also be sent to the employee for return with this.
- C. Reimbursement for expenses incurred on such trips will be made on the basis of an approved requisition from the actual receipts that have been attached by the employee. A report of the trip must be submitted with the statement of the cost. Classified employees may request expense money in advance to pay for the cost of such trips, provided that excess money advanced shall be repaid to the district promptly upon return from the trip.

ARTICLE XXIII - NO STRIKE CLAUSE

The Union recognizes that strikes (as defined by Section 1 or Public Act 336 and 1947 as amended, of Michigan) by auxiliary service employees are contrary to law and public policy. The Board and Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it shall not direct, instigate, participate, encourage or support any strike against the Board by an auxiliary service employee or any group of auxiliary service employees, and participation in any strike or interruption of the school program brought about either by the action of the Union or of individuals or groups without Union authority shall be cause for discipline of the participants by the employer.

ARTICLE XXIV - LAYOFFS

- A. Anything in this contract or the exhibits attached notwithstanding, the Employer shall have the right to lay off employees without pay, either temporarily or permanently for the purpose of reducing the work force due to decrease in work or curtailment of service or reduction of the financial resources of the district, provided any such layoff and recall therefrom shall be subject to the provisions of Article VI.
- B. Notification - No bargaining unit members shall be laid off unless said bargaining unit member shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff. Such notification shall be in writing with a copy to the Association president.
- C. Layoff - In the event of a layoff or reduction of hours, probationary and temporary employees within the division of a classification to be reduced shall be laid off or reduced in hours first. Thereafter, seniority employees within the division of the classification which is being reduced will be laid off in accordance with their seniority, with those employees having the least seniority being laid off or reduced in hours first. Exceptions may, by mutual agreement of the units, be made in the order of layoff.

Any seniority employees being laid off, reduced in hours, or "bumped" in accordance with this section shall be given an opportunity to fill any vacancy in any classification or bump any lower seniority employee in the bargaining unit, provided that the employee is qualified and willing to take such employment.

A bargaining unit member whose regularly scheduled hours are reduced in excess of 15% or whose reduction in hours results in a lower benefit level shall have the option of election of layoff or using the "bumping" procedure above. Election of layoff or any of the bumping options above shall not affect the employee's recall rights to the first position of equivalent or greater hours within his/her classification if an opening occurs and the employee either elected layoff, or remains in a position into which he/she bumped that has lower pay or fringe benefits.

- D. Recall - Laid off bargaining unit members shall be recalled in order of seniority by classification, if the opening occurs in a classification where a bargaining unit member was laid off and has recall rights, with the most senior being recalled first, otherwise, to any position they are qualified for subject to the terms of Article VI.

Notice of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The notice shall state time and date on which the bargaining unit member is to report back to work. It shall be the responsibility of the bargaining member to keep the employer notified of his/her current mailing address. A recalled member shall be given five (5) calendar days to report to work, or to respond to the Superintendent or designee if more than five days remain before the effective date of recall, excluding Saturday, Sunday, and holidays from the receipt of the notice.

- E. A laid off bargaining unit member who fails to report to work in accordance with Section D above shall be considered to have voluntarily quit or abandoned his/her employment with the district, thereby terminating all recall or other rights provided in this Agreement.

ARTICLE XXV - JURY DUTY

Auxiliary employees who are called for jury duty shall not suffer a loss in wages. If they receive wages from the court for their service, a like amount shall be deducted from their wages.

ARTICLE XXVI - SCHOOL IMPROVEMENT COUNCIL

- A. A School Improvement Council will be established, and there will be representatives from the following areas: Three (3) representatives appointed by the Board, three (3) representatives appointed by the Association. The Council shall meet no less than three to four times during the regular school year, or as needed. Administrative members may be in attendance by invitation by both parties. When recommendations are submitted to the Board from the School Improvement Council, the Board shall act on such recommendations within thirty (30) days of their submission. The Board shall provide secretarial assistance to the Council. A chairman shall be elected by a majority vote of the members. The Superintendent shall be notified of meeting times and may attend at his/her discretion.
- B. The School Improvement Chairman shall appoint or dissolve upon a majority vote of all members of the School Improvement Committee such subcommittees as he deems necessary, provided, however, that the representation on each subcommittee shall include at least one representative from the aforementioned group. Subcommittees shall elect their Chairman by a majority vote, meet no less than monthly, and submit a copy of their minutes and/or recommendations to the School Improvement Council as frequently as they deem necessary but not less than monthly.

ARTICLE XXVII – CLASSIFICATION SPECIFICS

A. Public Contact

1. All employees in the District are expected to cooperate fully with citizens who are using the buildings and grounds.
2. All employees are expected to perform routine tasks, correct unsafe conditions, and to call to the attention of their immediate supervisor any practice, condition or situation which will improve operations.

B. Bargaining unit members will be divided into the following categories:

1. Custodial/Maintenance

- a. Custodian – Custodians are responsible for building and grounds, routine maintenance and basic cleaning.
- b. Maintenance Person – Must have reasonable skill and/or knowledge in at least five of the following areas: electrical, plumbing, carpentry, masonry, welding, heating and ventilation, small motors and engines, read blueprints, P.A. systems and other electronic equipment, ability to make small shop drawings, paint rapidly and neatly, plus a knowledge of the different finishes and the ability to estimate jobs in materials, money and the time and supervisory ability.
- c. Maintenance Chief – Shall be capable of performing the duties of maintenance classification, plus must have a thorough knowledge of steam, hot water and forced air heating systems. Shall be capable of repairing motors, pumps, valves and other electrical and plumbing hardware. Must have a good knowledge of Johnson Control devices and be able to trouble shoot problems with thermostats, controllers, dampers, and related equipment. Must be capable of boiler disassembly for inspection, and be capable of repairing boiler controls. Maintenance Chief shall accept complete responsibility for operation of Maintenance-Custodial Department in the absence of the Director of Buildings and Grounds, and will receive an additional \$4.00 per hour added to his/her pay when assuming this responsibility.
- d. Pool Operator – Responsible for the swimming pool and other custodial/maintenance duties, such as the gymnasium and related laundry and locker rooms.

A custodian assigned temporarily outside of his/her normal area of responsibility, to cover work usually performed by a maintenance person, shall be paid at the maintenance rate during that time. This provision shall not apply at times when school is not in operation, nor to normal maintenance duties performed in conjunction with the custodian's regular job assignment.

- (a) Afternoon shift (shift begins 12:00 noon - 8:29 p.m.) \$.25 per hour
- (b) Midnight shift (shift begins 8:30 p.m. - 4:59 a.m.) \$.40 per hour
- (c) Differential pay will apply also to employees' who work in the library.

Shift rates will change to mirror the percentage increase of salary percentage increase rate of the Wage Scale.

2. Food Service

- a. Cook
- b. Food Servers
- c. In the absence of the Food Service Supervisor, the cook with the most seniority willing to do so shall assume those duties and be paid an additional \$2.00 per hour.
- d. One day before hot lunch opens and one day after hot lunch closes shall be allowed for designated cooks getting lunch rooms ready and closing it for the summer.
- e. The above food service employees' wages shall not apply to summer food service programs.
- f. Cooks, along with the Food Service Supervisor, have the responsibility of preparing the planned menus.
- g. The school shall furnish and maintain aprons for all food service employees.
- h. Breakfast Servers will work a minimum of two (2) hours per day.
- i. Hot Lunch Servers will work a minimum of two and one-half (2 ½) hours per day.

3. Transportation

- a. Bus drivers shall be paid for each hour driven, a minimum of four (4) hours each day that school is in session, which shall include all or part of any layover time for which the driver qualifies to the extent that such layover time, in conjunction with actual driving time, does not exceed the four hours. Bus drivers will be paid at their current rate for an additional half hour for pre and post warming, cleaning, inspecting, gassing, preparing the bus for the day's run and preparing reports. Drivers may be required to perform other duties, such as (but not limited to) custodial duties, during any guaranteed time, including any layovers, for which they are paid.
- b. At any time the bus mechanic assumes responsibility for operation of busing during the absence of the transportation director, he/she shall receive an additional \$4.00/hour added to the regular pay.

Transportation Supervisor/Mechanic, Ted Foye, may return to his position in the union should his supervisory position be eliminated, or if he should otherwise leave that position. He would then have the same seniority as he had when he left the union June 1, 2000.

- c. Drivers agree to keep the interior of the bus clean, to fuel the bus, and to bring the bus to the place specified by the Superintendent or his authorized representative for all changes, lubrication and repairs. Drivers further agree to keep records and complete all reports required by the Superintendent or his authorized representative. Drivers agree to report any mechanical failure or any other item which would interfere with the efficient and safe operation to the Superintendent or his authorized representative as soon as possible. The filing of the written report shall constitute the fulfillment of the employee's responsibility. Transportation shall be available for driver's use while a bus is being serviced.
- d. Athletic and field trips to be paid at the driver's regular rate of pay for both driving and waiting time. If transportation is provided for student out-of-district trips, a bus and bus driver will provide the transportation. The District shall have the option of using the school van to transport students where the numbers of students permit (i.e. golf team, wrestling team).
- e. In all outside district trips, the drivers will be selected in rotation by seniority, by the Director of Transportation. This seniority list and trip record will be continuous and the following conditions will apply: 1). if a regular bus driver has a district work related conflict then the district will either obtain a substitute employee to cover other work related duties or the driver will move to the next extra-trip position on the rotation list. For all overnight trips outside the district, the driver will be selected in rotation by seniority, by the Director of Transportation or his designee. This seniority list and trip record will be continuous. 2). Driver already working a scheduled forty (40) hour week (thus placing he/she in immediate overtime) will be the last driver in the rotation.

Drivers who reject an offer to drive on an out-of-district trip shall have that offer recorded as their turn and shall then be placed on the bottom of the list.

- f. Outside district trips and summer program scheduled trips will use, as drivers, those qualified as regular bus drivers according to seniority. Regular bus drivers will be used for in-district trips of one day or less. Driver utilization will be by seniority from a list of those readily available and willing to accept summer assignments.
- g. If a driver is away on an out-of-district trip between 11:00 a.m. and 1:00 p.m. and/or between 5:00 p.m. and 7:00 p.m., he/she shall be reimbursed for his/her meal expenses in accordance with district guidelines for reimbursement of employee lunch and dinner travel expenses, respectively (currently, actual expense up to \$7.00 for lunch, and up to \$13.00 for dinner). In order to claim such reimbursement, an expense reimbursement form must be completed by the driver, with one (1) receipt for each meal expense attached.
- h. Drivers agree to abide by rules and regulations as determined by the Board of Education and/or the administration, which have a bearing on the safe, efficient, economical school transportation system.

- i. Drivers agree to keep their chauffeur's license valid and to participate fully in Bus Driver Training Programs as stipulated by the Michigan Transportation Code, as soon after they are hired as possible. The cost of the chauffeur's license shall be paid by the Board of Education. The employee's regular hourly earnings shall be paid for the time spent in training classes at straight time, and shall not be considered in the computation of overtime.
- j. Ken Blowers and Nadine Volz shall be grandparented at the rate of eight (8) hours per day. This eight (8) hours includes morning, noon, and afternoon bus routes, warm-up time, transfers, and any other duties required by the Transportation Supervisor or Administration.
- k. The noon run and call-outs will be paid a minimum of two (2) hours at regular rates, which shall include all or part of any layover time for which the driver qualifies, to the extent that such layover time, in conjunction with actual driving time, does not exceed the two hours.

A "call-out" is defined for bus divers as an additional run, transfer, or work that is not connected to their regular morning or afternoon run or a run that is connected to, or part of, another district position. Additional runs, transfers, or work that is connected directly to the driver's regular morning or afternoon run or a run that is connected to, or part of, another district position will be paid for the actual time worked and at the driver's regular run rate.

- l. Bus mechanics employed shall be certified by the State of Michigan as Master Mechanic-Heavy Duty Trucks. The employer shall pay the renewal fee, if there is any, for the certificate.
 - m. Bus drivers who keep their buses at their residence shall receive two (2) payments of sixty dollars (\$60) each to cover the costs of electricity, etc.
4. Secretaries
 - a. Linda Eimerman would have the same seniority as she had when she left the Union September 1, 2005.
 5. Library Assistant
 6. Aides

ARTICLE XXVIII - MISCELLANEOUS PROVISIONS

- A. In the event the school is closed as the result of an "Act of God", Bus Drivers who have begun their morning runs and all other "school year" employees for whom notification of closing comes too late to prevent them from reporting for work will be paid for two (2) hours. Cooks will remain to clean their areas and do other preparatory work. Custodians, maintenance personnel, and secretaries, whose services are normally considered to be mandatory on such days, when conditions prevent them from reporting, shall have the option of using unused personal or vacation days, if available; if not, then sick leave days unless the district is able to provide transportation for the employee.
1. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of God. When the schools are closed to students due to the above, employees other than custodians and maintenance personnel shall not be required to report for duty unless contacted by their immediate supervisor.
 2. Days when instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, or state health authorities, shall not be counted as days of pupil instruction. Days not counted for pupil instruction because of the foregoing reasons shall result in loss of pay if the employee's attendance is not required that day.
 3. The School Calendar shall be attached as Appendix D of this Agreement.
- B. All bargaining unit members excluding Bus Drivers working a minimum of six (6) hours per day shall be entitled to a 30-minute duty-free lunch with one 10 minute break. The time for the 10 minute break is to be determined by the bargaining unit member, in consultation with their immediate supervisor.
- C. At least one-third (33%) of all Aides shall be employed for no less than twenty (20) hours.
- D. The application of the standards shall apply to all bargaining unit members, except that where the use of regular time clocks is impractical other reasonable methods of monitoring actual working hours may be utilized by the employer. Such methods shall be discussed with the Association representative before implementation. Falsification of the documentation of time worked (i.e., punching someone else's time cards, recording other than actual hours worked or driven on a time sheet, etc.), shall be deemed just cause for disciplinary action, up to and including dismissal.
- E. Upon formal ratification of the new contract by both parties, the Board shall provide copies to each employee within thirty (30) calendar days.
- F. Employees required to travel between buildings in their private vehicles shall be paid mileage for such travel at the prevailing mileage rate.

- G. The Employer and the Union recognize their responsibilities under the federal and state Occupational Safety and Health Act. The employer agrees to provide safe places, safe conditions, safe practices and safe appliances for the performance of work. The Union agrees that bargaining unit employees shall abide at all times by the established federal and state Occupational Safety and Health Act, and the district's safety rules and regulations.
- H. In the event that a child with an ongoing or chronic communicable disease is allowed, by policy or by law, to attend school, all bargaining unit members having contact with the student shall be notified in advance of the child's placement and/or return to school, to the extent such notification is permitted under law. The district shall provide in-service training in hygienic practices and management to bargaining unit members coming into contact with students having such communicable diseases. Once notified and trained, bargaining unit members shall comply with district policies to assure that such afflicted students are not discriminated against in their education.
- I. Although bargaining unit members are responsible for their actions and may be disciplined or dismissed for just cause, including actionable offenses committed under the influence of, or due to the effects of alcohol or other drugs under the terms of this Agreement, any bargaining unit member with an alcohol and/or drug abuse problem who requests diagnosis or treatment for it will not jeopardize his/her job rights solely for doing so. Time missed for diagnosis and treatment of such problems under the care of qualified medical experts shall qualify for use of leave time under Article XII of this Agreement.

Use of leave days and return from such treatment shall be in accordance with Article XII, Section A.

- J. The employer recognizes its responsibilities to give all reasonable support and assistance to bargaining unit members in maintaining control and discipline. The district and association recognize the need to have reasonable rules established for student conduct. At the beginning of the school year, the district shall publish and distribute to students and staff of the district, a copy of all rules of student conduct that are in effect at that time. Any changes in the rules during the school year shall be published prior to their effective date, as well.

Bargaining unit members are specifically prohibited from inflicting, causing to be inflicted, or threatening to inflict corporal punishment upon a student as a penalty or punishment for any offense. Bargaining unit members may use such reasonable physical force as may be necessary to protect himself, herself, students, or others from immediate physical injury; to obtain possession of a weapon or other dangerous object upon or within the control of a student; or to protect property from physical damage.

Although bargaining unit members may use physical force as set forth above, none shall be obligated to risk his/her safety to do so.

ARTICLE XXIX - PROFESSIONAL DEVELOPMENT

- A. The parties support the principle of continuing education for bargaining unit members.

- B. Upon prior approval and at the discretion of the Superintendent, a bargaining unit member who enrolls in and successfully completes a course related to his/her responsibilities shall receive reimbursement from the Board for tuition cost.
- C. Upon prior approval and at the discretion of the Superintendent, the Board shall provide funds to permit bargaining unit members to attend professional conferences with expenses paid in accordance with ARTICLE XXII of this Agreement.

ARTICLE XXX - AGREEMENT

The Employer and the Union intend this Agreement to cover any and all problems and questions arising between them, and it shall specifically be unnecessary for any party to negotiate or bargain upon any area covered or not covered by the terms of this Agreement. In all such instances, no new area shall be bargained or negotiated upon until this Agreement has been lawfully terminated or has expired, or until there shall have been mutual written agreement by and between the parties. If any provision in the Agreement is declared void under any Federal or State law by any court, the parties agree to use reasonable efforts to bargain regarding a replacement provision over the same substantive area only.

IN WITNESS THEREOF, the parties hereto, have hereunto set their hands and seals this day of _____, 2011.

MANISTIQUE AREA SCHOOLS

MANISTIQUE MESPA

By _____

By _____

By _____

By _____

MANISTIQUE MESPA SENIORITY LIST
As of October 1, 2009

	<u>Anniversary Date</u>	<u>Seniority</u>		<u>Meets NCLBA Requirement?</u>
		<u>Yrs.</u>	<u>Mos.</u>	
1.	Nadine Volz	34	1	Yes
2.	Lorna Lander	28	9	
3.	Bonnie Hoedel	24	0	
4.	Diana Abram	23	7	
5.	Barbara Powell	21	1	
6.	Rory Kandell	21	1	
7.	Ronald Matchinski	21	0	
8.	John Boudreau	20	9	
9.	Patti Ekstrom	19	4	Yes
10.	Rosanne Weber	19	4	Yes
11.	Michael Setterlind	19	1	
12.	Brenda Faulkner	19	1	Yes
13.	Patti White	19	1	Yes
14.	Michele Beckman	19	1	
15.	Valerie Hartman	19	0	
16.	Loyle Anderson	17	4	
17.	Debra Taylor	17	0	Yes
18.	Janet Krueger	17	0	
19.	Sherry Larche	16	11	Yes
20.	Robert Boyd	15	11	Yes
21.	Sandra Orr	15	10	Yes
22.	Amy Videtich	15	9	Yes
23.	Judy Sundin	15	1	Yes
24.	Joseph Vaughn	15	1	
25.	Rhonda Tallman	12	1	Yes
26.	Debra Neadow	11	1	
27.	Lucy Thomas	11	0	
28.	Kenneth Talbot	10	4	
29.	Rhonda Anthony	9	4	Yes
30.	Sue Videtich	9	1	
31.	Barb Landis	7	6	Yes
32.	Marsha Lander	6	0	
33.	John Barry	4	1	
34.	Faith Matchinski	3	1	
35.	Ricky Olsen	2	1	
36.	Karen Gonyea	1	7	
37.	Kenneth Hoder	1	1	

APPENDIX B - HOURLY WAGE SCHEDULE

AUXILIARY HOURLY WAGE SCHEDULE

September 1, 2008 through August 31, 2009

<u>Classification</u>	Base					
	0-1 yr. <u>Step 0</u>	2-3 yrs. <u>Step 1</u>	4-7 yrs. <u>Step 2</u>	8-13 yrs. <u>Step 3</u>	14-19 yrs. <u>Step 4</u>	20 years <u>Step 5</u>
Custodian	15.57	15.92	16.18	16.51	16.86	17.12
Maintenance	15.95	16.21	16.55	16.89	17.15	17.46
Maintenance Chief	16.93	17.20	17.53	17.87	18.16	18.48
Pool Operator	16.17	16.50	16.85	17.11	17.44	17.71
Cook	13.77	14.10	14.41	14.69	15.03	15.33
Food Server/Kitchen Help	12.58	12.86	13.17	13.50	13.81	14.13
Bus Driver	16.73	17.05	17.36	17.63	17.98	18.29
Bus Mechanic	16.93	17.20	17.53	17.87	18.16	18.48
Secretary/Bookkeeper	14.03	14.33	14.65	14.96	15.25	15.57
Library Assistant	13.85	14.16	14.49	14.76	15.09	15.41
Aides	12.46	12.78	13.09	13.38	13.71	14.02
Indian Education Consultant	13.92	14.22	14.54	14.86	15.15	15.50

- 1. A .5% raise will be added and payable in April of 2010 to the 2008-2009 Salary Schedule for the 2009-2010 school year if the State 2008-2009 Foundation grant level is not reduced for the 2009-2010 Foundation Grant year. If it is reduced from the 2008-2009 Foundation Grant total then 0% will be added on the Salary Schedule for 2008-2009 for the 2009-2010 Salary Schedule or if three year averaging results in less money.**

- 2. A 2% raise will be added and payable in April of 2011 to the 2009-2010 Salary Schedule for the 2010-2011 school year if the State 2009-2010 Foundation Grant level is not reduced from the 2010-2011 Foundation Grant year. If it is reduced from the 2009-2010 Foundation Grant total then 0% will be added on the Salary Schedule of the 2009-2010 for the 2010-2011 Salary Schedule or if the Blended Count drops more than 30 for the 2010-2011 year.**

**MANISTIQUE AREA SCHOOLS
2009-2010 SCHOOL CALENDAR**

1st Marking Period	No. Days Instruction	Prof. Dev. Days	
Sept. 7 - 11	3	1	*9/8 - Employee Orientation - No School
Sept. 14 - 18	5		*9/9 - First Day of School for Students
Sept. 21 - 25	5		
Sept. 28 - Oct. 2	4	1	*10/2 - Teacher Inservice - No School
Oct. 5 - 9	5		
Oct. 12 - 16	5		
Oct. 19 - 23	5		
Oct. 26 - 30	5		
Nov. 2 - 6	5		
	(42)	(2)	
2nd Marking Period			
Nov. 9 - 13	4	1	*11/11 Teacher Inservice a.m. - PTC p.m. - No School
Nov. 16 - 20	4		*11/16 - Deer Day - No School
Nov. 23 - 27	2		*11/25-27 - Thanksgiving Break - No School
Nov. 30 - Dec. 4	5		
Dec. 7 - 11	5		
Dec. 14 - 18	5		
Dec. 21 - 25	0		*12/21-1/1 - Christmas Break - No School
Dec. 28 - Jan. 1	0		*12/21-1/1 - Christmas Break - No School
Jan. 4 - 8	5		*1/4 - Classes Resume
Jan. 11 - 15	5		
Jan. 18 - 22	5		
Jan. 25 - 29	5		*1/28 & 29 - Exam Days - Early Dismissal
	(45)	(1)	
3rd Marking Period			
Feb. 1 - 5	4	1	*2/1 - Teacher Inservice - No School
Feb. 8 - 12	5		
Feb. 15 - 19	4		*2/15 - Mid Winter Break - No School
Feb. 22 - 26	5		
Mar. 1 - 5	4	1	*3/3 Teacher Inservice a.m. - PTC p.m. - No School
Mar. 8 - 12	5		
Mar. 15 - 19	5		
Mar. 22 - 26	5		
	(37)	(2)	
4th Marking Period			
Mar. 29 - Apr. 2	0		*3/29 - 4/2 Spring Break - No School
Apr. 5 - 9	5		
Apr. 12 - 16	5		
Apr. 19 - 23	5		
Apr. 26 - 30	5		
May 3 - 7	5		
May 10 - 14	5		
May 17 - 21	5		

May 24 - 28	4	1	*5/26 & 5/27 - Exam Days - Early Dismissal *5/28 Teacher Inservice - No School - Graduation
	(39)	(1)	
Total	(163)	(6)	= 169

Every Wednesday that school is in session will be a one hour delayed start except during the first week and the last week of the year. Any days lost beyond those allowed by the revised school code due to inclement weather or any "Act of God" will be made up by adding the days on to the second semester.

APPENDIX C - GRIEVANCE FORM
GRIEVANCE REPORT FORM

Grievance # _____ School District _____

GRIEVANCE REPORT

Distribution of Form

1. Superintendent
2. Principal
3. Association
4. Teacher

Building	Assignment	Name of Grievant	Date Filed
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STEP I

A. Date Cause of Grievance Occurred _____

B.1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature of Principal

Date

D. Position of Grievant and/or Association _____

Signature

Date

*If additional space is needed in reporting Sections B.1 & 2. Of Step I, attach an additional sheet.
(Note: Continued on next page)*

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator

Date of Decision

NOTE: All provisions of Article _____ of this Agreement dated _____, 199_____, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.