

# *MASTER AGREEMENT*

between the

MORRICE AREA SCHOOLS BOARD  
OF EDUCATION

and the

MORRICE AREA EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION

July 1, 2007~~83~~ – June 30, 2011~~07~~

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**AGREEMENT**

This Agreement entered into this 11<sup>th</sup> day of October, 2004, by and between the Morrice Educational Support Personnel Association - MEA/NEA, hereinafter called the "Union/Association," and Morrice Area Schools Board of Education, hereinafter called the "Employer,"

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

**Purpose and Intent**

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for members of the bargaining unit herein defined.
- B. The Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Board, Bargaining Unit Members, and the Association and most importantly the continuity and quality of the education provided to the students of the Morrice Area Schools. The Board and the Association further recognize the mutual benefit of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.
- C. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this agreement are mutual. Any previously adopted policy, rule, or regulations of the parties which contradicts an express provision of this Agreement shall be superseded and replaced by this Agreement.

**ARTICLE 1: RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of said Act 336 of Public Acts of 1947 of Michigan, as amended, the Board of Education of the Morrice Area Schools does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Board included in the bargaining unit as described below:

All full-time and regularly scheduled part-time: library aides, aides, cooks, bus drivers, and custodial/maintenance personnel excluding "supervisors" as defined by the Michigan Employment Relations Commission and excluding specifically as a supervisor the position of "Head Custodian" and further excluding 'confidential employees' as defined by the Michigan Employment Relations Commission, and excluding specifically as confidential employees the positions of Secretary to the Superintendent of Schools and Secretary to the Board of Education and further excluding all 'substitute' or "temporary replacement' employees, and excluding all other employees.

The parties agree that the "Mechanic/Supervisor" shall be excluded from the bargaining unit as long as any part of the job title and/or function is supervisory. Should the district delete the supervisory portion of the job title and or function, the position shall then be included in the bargaining unit.

- B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit represented by the Morrice Educational Support Personnel Association (M.E.S.P.A)-MEA/NEA and only to such persons.

Employee:

1. Full-Time Employee: A bargaining unit member whose regular daily assignment, not including extra trips or extra runs, consists of at least forty (40) hours per week.
2. Regular Part-time Employee: A bargaining unit member who is employed less than full-time and who is regularly assigned to a bargaining unit position on a non-substitute basis.
3. Probationary: A full-time or regular part-time bargaining unit member during his/her initial seventy five actual days of work in a particular classification.
4. School-Year Employee: A bargaining unit member whose employment follows the school calendar.
5. Full-Year Employee: A bargaining unit member who is employed to work on a twelve (12) month basis.

Employer:

The term "Employer: shall refer to the Morrice Area Schools, its Board of Education and administrative and supervisory employees.

## **ARTICLE 2: BOARD OF EDUCATION RIGHTS**

The Union recognizes that the Employer has the responsibility and authority to adopt reasonable rules or policies, and to manage and direct, on behalf of the public, operations and activities of the Morrice Area Schools.

The Employer 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.

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights with or respect to the consequences of such action during the term of this Agreement.

Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, and the other operations and to direct the working forces and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and the 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 duties to employees (if above the employee's classification, such assignments will be temporary), determine the size of the work force and to layoff employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods

and processes of carrying on the work, including automation thereof or changes therein, 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 number and location or relocation of its facilities, including the establishment or relocation 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, production, service, 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 Employer shall not abridge any rights of employees as specifically provided for in this Agreement.
  11. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based on lawful criteria.
- B. The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.

### **ARTICLE 3: UNION SECURITY**

A. Service Fees

Each bargaining unit member shall, as a condition of employment:

1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
2. Pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Moneys so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deductions.

B. Objections Policy

Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

C. Indemnification

The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of actions taken by the District or its agents in complying with this article.

D. Dues Deductions

Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

E. Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Union and the Employer.

**ARTICLE 4: UNION REPRESENTATION**

Bus Drivers - One (1) Association Representative and alternate  
Custodial employees - One (1) Association Representative and alternate  
All other employees - One (1) Association Representative and alternate

The Association Representative shall investigate and present grievances to the Employer during or after working hours, provided agreed upon by both parties.

The Union/Employee may be represented by the MEA Uniserv Director.

**ARTICLE 5: UNION RIGHTS**

A. Information

Subject to Board Policy and Procedures the Employer agrees to furnish to the Union in response to reasonable requests all available information concerning the financial resources of the District,

the preliminary budget, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive proposals on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all Employer Board meetings; and census and membership data, pursuant to the "Freedom of Information Act."

B. Use of Facilities

Subject to Board Policy and Procedures the Union and its representatives shall have the right to conduct Union business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time.

C. Mail

Subject to Board Policy and Procedures the Union shall have the right to post notices of activities and matters of Union concern at the ~~three (3)~~ designated bulletin boards in each building or facility to which employees may be assigned. The Union shall have use of the internal delivery system of the Employer. **Ok 7/30 TA'd 3/24/09**

D. Union Leave

Subject to Board Policy and Procedures the Union shall have 8 days (or 64 hours) annually of Union leave time at the Union's expense. The Union shall access this time by written notice to the Employer by the Union President no less than five (5) days in advance of taking such leave. The union shall pay for the cost of the substitute.

E. Equipment

Subject to Board Policy and Procedures the Union as the exclusive representative of employees within the bargaining unit described in this Agreement shall have the right to use and/or have access to Employer facilities and equipment, including but not limited to, typewriters, computers, mimeographing machines, FAX, photocopiers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

F. Union Meetings

Subject to Board Policy and Procedures the Union shall have the right to conduct Union business on the Employer's property at times which do not interfere with or interrupt the normal operations or the duties of the employees.

G. Negotiations Release Time

When negotiations are conducted during regular work hours, paid released time shall be provided for the Union's representatives, provided agreed upon by both parties.

**ARTICLE 6: SPECIAL CONFERENCES**

- A. Special conferences for important matters will be arranged between the Association President and the Employer or its designated representative upon the request of either party. Such meeting shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer.

Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Association shall not lose time or pay for time spent in such special conferences, when held during working hours. This meeting may be attended by a Uniserv Director and by a representative of the Employer's choice.

Meetings at the Superintendent's office will be considered mandatory meetings and employees will be paid for time in attendance, unless it is designated before the meeting that it is a voluntary unpaid meeting.

- B. The Association representative (Uniserv Director) may meet with the President at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the conference.
- C. Special conferences for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled within ten (10) calendar days of such request.
- D. The District will pay for the attendance, with superintendent approval, for training bargaining unit members in their work related field.

#### **ARTICLE 7: GRIEVANCE PROCEDURE**

##### A. Definition

A claim and/or a complaint by a bargaining unit member or a group of bargaining unit members or the Union that there has been a violation, shall be processed as a grievance as hereinafter provided.

~~(A committee will be formed on the signing of this contract to revamp the Grievance Procedure)~~

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##### B. Hearing Levels

1. Informal Level: When a bargaining unit member(s) or the Union believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Union shall request a meeting with the immediate supervisor within five (5) days of the occurrence in an effort to resolve the complaint. The Union shall be notified and a representative thereof present at the member's request with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.
2. Formal Level 1: 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 in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within ten (10) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.
3. Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within ten (10) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent. Within ten (10) working days after the grievance has been so submitted, the Superintendent shall meet



with the Union on the grievance. The Superintendent shall, within ten (10) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).

4. Formal Level 3: If the Union is not satisfied with the disposition of the grievance at Level 2, the Union may transmit the grievance to the Board. Within ten (10) working days of the receipt of the Superintendent's decision, the Board shall meet with the Union on the grievance. The Board shall, within twenty (20) working days, render a written decision thereon with copies to the Union and the grievant(s).
5. Formal Level 4: If the Union is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been made within the period provided above, the Union may submit the grievance to Arbitration before an impartial arbitrator. The Union must provide the Board with written notice that it is proceeding to arbitration within ten (10) days of the Board's disposition or if no disposition was made by the Board within ten (10) days of the date the Board's disposition was due. If parties cannot agree upon an arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA), in accordance with its rules which shall likewise govern the arbitration proceeding. The demand for arbitration must be filed with AAA within ten (10) days of the date of the aforementioned written notice to the Board. 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. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

C. Miscellaneous Conditions

1. The term "days" when used in this Article shall mean work days. During the summer school recess, the term "days" as used in this article shall mean calendar days, Monday through Friday, except Saturdays, Sundays, and holidays. Time limits may be extended by mutual written agreement of the parties.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
3. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 1 of the grievance procedure. Only the Union, not individual employees, may process a grievance to arbitration.
4. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.
5. If the Union violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance shall be processed up to the next hearing level. Failure to appeal a decision at any level shall be deemed acceptance of the decision.

**ARTICLE 8: DISCIPLINE AND DISCHARGE**

No non-probationary bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; and discharge.

A. Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union.

B. Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

C. Representation

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present unless immediate action is necessary, and provided a Union representative can be present within 48 hours. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately when this becomes known to the employer of said possibility and shall be advised by the Employer of the employee's right to representation.

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

1. Verbal warning by appropriate administrator.
2. Written warning by appropriate administrator.
3. Written reprimand by appropriate administrator.
4. Suspension with or without pay pending a "Just Cause" hearing.
5. Dismissal for just cause only.

D. The Board reserves the right to impose the discipline at an identified level of discipline without first imposing a lower level of discipline.

E. Should the Employee involved and the Union President consider the discipline imposed under section D improper, a grievance shall be submitted, starting at Level 2 of the grievance procedure within five (5) days of the disciplinary action.

F. In imposing any discipline under Section D above, the Employer will not take into account any prior minor infractions, which are unrelated to the nature of the current charge and which occurred more than five (5) years previously.

**ARTICLE 9: BARGAINING UNIT MEMBER RIGHTS AND PROTECTIONS**

A. Right to Organize

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulation, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Union at any time by the Employer.

B. Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.

C. Personal Life

The bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member.

D. Non-discrimination

The Employer shall demonstrate that its employee salary scale, assignment pattern or related policies are established and maintained on the basis of the responsibilities of employment without regards to race, color, national origin, age, sex, or disability.

E. Personnel Files

A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Union accompany him/her in such review. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

Evaluations and formal disciplinary actions taken as prescribed in this agreement, shall be placed in the personnel file.

F. Adverse Materials

All ~~A~~ adverse materials, including complaints, **AND** letters of reprimand, ~~and evaluations~~, shall be removed from the personnel file ~~four (4)~~ **TWO (2)** years after their issuance if there are no new problems or reoccurrence of the same problem within those ~~four (4)~~ **TWO (2)** years. **DOCUMENTATION OF UNPROFESSIONAL CONDUCT WILL REMAIN INDEFINITELY.**  
Ok 10-7 TA'd 3/24/09

G. Assault

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property shall be promptly reported to the Employer. The Employer shall promptly render all necessary assistance to the bargaining unit member, when possible to prevent injury and loss of property.

H. Accommodations

The employer shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped individual, unless the Employer can demonstrate that the accommodation will impose an undue hardship on the operation of the program. Reasonable accommodation may include all rights set forth in the Americans with Disabilities Act.

**ARTICLE 10: SENIORITY LIST**

- A. Seniority shall not be affected by the race, sex, religion, marital status, national origin, age, disability, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority. The seniority list shall report, both the bargaining unit seniority and the classification seniority.
- C. The Employer will keep the seniority list up to date at all times and will provide the local Union membership with up to date copies annually, **BY SEPTEMBER 30<sup>TH</sup>**, ~~or when changes occur.~~ **Ok 10-7 TA'd 3/24/09**
- D. For the purpose of the Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current assignments:
  - 1. Bus Drivers
  - 2. Custodial/Maintenance
  - 3. Food Services
  - 4. Aides
- E. Employees hired as new bargaining unit members will have their initial date of hire for purposes of determining seniority referred back to the date on which they were initially hired to fill a long term vacancy, if they are hired to fill the new bargaining unit position which is posted after the original employee had been out on an unpaid long term leave of absence beyond six (6) months. This provision does not affect the seniority of those bargaining unit members on long term unpaid leaves of absence.

**ARTICLE 11: LOSS OF SENIORITY**

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this agreement.
- C. He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his/her seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the Grievance Procedure.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

- E. Return from sick leave and leaves of absence will be treated the same as (C) above.

**ARTICLE 12: SHIFT PREFERENCE**

Shift preference will be granted on the basis of seniority within the classification.

**ARTICLE 13: REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

- A. Layoff Defined

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition as determined by the board.

- B. Layoff Procedures

In the event of a lay off, the following procedures shall be utilized:

1. Probationary employees within the affected classifications shall be laid off first.
2. If further reduction is necessary, part time seniority employees in the affected classification shall be laid off in inverse order of seniority , i. e., those with the least seniority are to be laid off first.
3. If further reduction is still necessary, then full time seniority employees in the affected classifications shall be laid off in inverse order of seniority, i.e., those with the least seniority are to be laid off first.
4. Employees laid off pursuant to this Article, Section B2 and B3, upon request, shall have the right to be transferred to a position outside their classification held by the employee with the least seniority within that classification that is equal or less in hours than the position of said laid off employee provided that the employee requesting such transfer has more seniority and is qualified to assume said position. In an event that the said employee's former position is restored, he/she may transfer back to the former position.

- C. Employees to be laid off for an indefinite period of time will have at least two weeks notice of layoff. The Association President shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees, summer work excluded.

- D. No work shall be contracted if such contract would necessitate a layoff or any loss of pay.

- E. Recall Procedure

When the working force is increased after a layoff, employees will be recalled in order of seniority, with the most senior employee within a classification being recalled first to position within a classification for which he/she is qualified. Notice of recall shall be sent to the employee at his/her last known address by registered mail. The Employer shall also notify the Union of such a recall. The employee shall notify the Employer of his intent to return at the date specified in the notice within forty-eight (48) hours of receiving the same. If an employee fails to report to work within five (5) days of the date after notification of intent to return, he shall be considered a quit.

- F. A seniority employee shall be entitled to recall for a period of three (3) years from the effective date of layoff.

**ARTICLE 14: VACANCIES, TRANSFERS AND PROMOTIONS**

A. Vacancy Defined

A vacancy shall be defined as a newly-created position within the bargaining unit or a present position that is not filled.

B. Vacancy Posting

All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) workdays. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements as reflected in the job description when it is developed
8. Immediate Supervisor
9. Deadline for Application

C. Vacancy Notification

Interested bargaining unit members may apply in writing to the Superintendent, or designee.

D. Award of Vacancies, Transfer, and Promotions

Transfers and promotions within the bargaining unit shall be made on the basis of seniority and qualifications, with consideration being given first to applicants presently working in the classification unless there is an equally qualified seniority applicant from another classification. When all other items are equal, seniority shall be the deciding factor in the award of the vacancy(classification to be defined as custodial/maintenance employees, food service employees, bus drivers and aides). In the event there are no applicants from the employees working in the classification, applications submitted by employees working in other classifications shall be considered next. Job vacancies will be posted for a period of five (5) work days, setting forth the minimum requirement for the position in the bulletin areas as designated. Employees interested shall apply within the five (5) work days' posting period. When in the determination of the Employer qualifications are equal, the senior employee, if any, shall be awarded the position. The person awarded the position shall be granted a four (4) week trial period to determine:

1. his/her desire to remain on the job,
2. his/her ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to the employee and the Association President; in the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.

E. Transfer Rights

Bargaining unit members shall not be placed on a lower step (wage schedule) due to involuntary transfers, nor shall they suffer any loss of accrued seniority, vacation, holiday or leave benefits.

F. Involuntary Transfers

The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.

G. Long Term Vacancies

When a bargaining unit member has been on an unpaid leave of absence for six (6) months or more, including worker's compensation leave of absence, his/her position will be posted and filled by hiring a new bargaining unit member for that position. The rights of the bargaining unit member on a long term leave of absence for more than six (6) months shall not be affected by this provision.

**ARTICLE 15: TEMPORARY ASSIGNMENTS**

- A. Temporary Long Term assignments for the purpose of filling absences of employees who are on vacation of five (5) working days or more, or employees (that the Employer has been notified by the employee) who will be absent because of illness for five (5) working days or more, will be granted to the senior employee who meets the requirements for such job provided the employee is not on any type of leave. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such absence.
- B. By the tenth (10<sup>th</sup>) working day of each school year, employees interested in temporary assignments must notify the ~~superintendent~~ **IMMEDIATE SUPERVISOR** of the classifications in which they would be willing to take available assignments.
- C. After bus runs are bid at the beginning of the school year, should an employee be absent under a long term leave of more than thirty (30) days, the first person filling in for the absent driver will be paid for all runs missed should they use sick days. If the employee (filling in for the original driver) who bid on the run at the beginning of the school year takes a paid leave of absence over thirty (30) days and another unit driver picks up the additional runs, the subsequent driver will not be paid for the additional run when they take sick leave. The intent of this provision is to insure that the employer is not paying more than two (2) bargaining unit members for the same run when they are on sick leave.

Short Term:

- D. Temporary assignments for the purpose of filling absences of employees who are ill or on personal business, or on vacation for a period of four (4) working days or less, shall be filled by a substitute from the bargaining unit first, provided such change does not interfere with the member's regularly scheduled work assignment and hours. If no bargaining unit member is available to fill the position, a substitute may fill the position. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such an absence. The bargaining unit member awarded the position must meet the requirements for such job and not be on any type of leave at the time the temporary assignment is awarded. For custodians, the shifts of the said assignments may be split in four (4) hour segments. This provision shall apply to all situations except for the bidding of the temporary bus runs.

**1. IF A BARGAINING UNIT MEMBER DECLINES THE OFFER OF SUBSTITUTE WORK THREE (3) CONSECUTIVE TIMES, HE/SHE WILL BE PLACED AT THE BOTTOM OF THE SUBSTITUTE LIST, UNLESS HE/SHE DECLINED THE WORK FOR PERSONAL OR FAMILY ILLNESS OR PREVIOUSLY SCHEDULED MEDICAL APPOINTMENTS. BARGAINING UNIT MEMBERS MUST PROVIDE A CURRENT PHONE NUMBER WHERE THEY CAN BE REACHED. IN THE EVENT AN EMERGENCY SITUATION ARISES WHERE THERE IS AN IMMEDIATE NEED FOR COVERAGE IN A BUILDING AND A SUBSTITUTE'S ANSWERING MACHINE IS REACHED, THE NEXT**

SUBSTITUTE(S) ON THE LIST WILL BE CALLED UNTIL THE POSITION IS FILLED. AN EMERGENCY SITUATION WILL BE DEFINED AS AN IMMEDIATE NEED FOR COVERAGE THAT OCCURS WITH LESS THAN 24 HOURS NOTICE.

2. IF A BARGAINING UNIT MEMBER KNOWS HE/SHE WILL BE UNAVAILABLE FOR SUBSTITUTE WORK FOR A DEFINED PERIOD OF TIME, HE/SHE IS REQUIRED TO TAKE THEMSELVES OFF THE AVAILABLE SUBSTITUTE LIST UNTIL SUCH TIME AS THEY CAN BE AVAILABLE.

3. THE DISTRICT RESERVES THE RIGHT IN EMERGENCY SITUATIONS TO ALTER SHIFTS TO GUARANTEE THE AVAILABLE WORK IS COVERED BY BARGAINING UNIT MEMBERS, WITH THE FOLLOWING UNDERSTANDINGS:

A. WORK WILL STILL BE OFFERED TO BARGAINING UNIT MEMBERS IN SENIORITY ORDER.

B. SHIFTS MAY BE SPLIT AS A LAST RESORT TO GET THE WORK DONE. THE DISTRICT HAS THE RIGHT TO DIVIDE SHIFTS IN EQUAL PARTS TO ENSURE THAT THE ENTIRE WORK TIME IS COVERED.

C. TIME CAN BE ADDED TO A BARGAINING UNIT MEMBER'S SHIFT UP TO EIGHT (8) HOURS PER DAY, WHICH MAY RESULT IN THE MEMBER NOT BEING ABLE TO WORK THE ENTIRE ADDITIONAL SHIFT. THE MEMBER WILL BE ALLOWED TO WORK THE SHIFT IF HE/SHE CAN WORK THE MAJOR PORTION OF THE SHIFT. (BY EXAMPLE: A 3 HOUR SHIFT IS AVAILABLE FOR SUBSTITUTE WORK, BUT THE MEMBER CAN ONLY WORK 2 HOURS AND 50 MINUTES, BECAUSE THE MEMBER IS ALREADY WORKING A 6 HOUR AND 10 MINUTE DAY. IN THIS CASE, THE MEMBER WOULD STILL BE ALLOWED TO WORK THE SHIFT, BUT WOULD END IT 10 MINUTES EARLY.)

D. IF AFTER IMPLEMENTING THE ABOVE PROCEDURES AND THERE REMAINS WORK TO BE DONE AND THERE ARE NO BARGAINING UNIT MEMBERS AVAILABLE, THEN THE WORK WILL BE OFFERED TO A NON-BARGAINING UNIT MEMBER. (previously approved 10-24-07) TA'd 3/24/09

- E. The employee shall be responsible for signing up for the temporary assignments. The employer shall be responsible for calling the interested bargaining unit members for the temporary work.
- F. Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties.

#### **ARTICLE 16: LEAVE OF ABSENCE**

- A. Employees covered by this Agreement shall receive one sick leave day per month for each month worked during their designated work year. School year employees shall receive ten (10) days per school year and full-time employees shall receive twelve (12) days per school year. A day shall be considered the employee's regularly scheduled workday. Sick leave may not be taken in less than one-half-day increments. All Employees can accumulate a maximum of one hundred (100) days.



**SICK LEAVE DAYS WILL BE AWARDED ANNUALLY ON JULY 1. FIRST YEAR EMPLOYEES WILL HAVE DAYS PRORATED TO REFLECT THE SERVICE CREDIT/SICK LEAVE DAY ACCUMULATION PRIOR TO JULY 1. Ok 7-14 TA'd 3/24/09**

- B. The Board of Education reserves the right to verify the use of sick leave benefits and absence where suspected abuse exists. In the event the Employer feels an employee is abusing or misusing sick leave as provided in this article, such shall be cause for a special conference between the Union Representative, the Employee and the Superintendent of schools. If the employee does not correct his/her excessive absenteeism or abuse of sick leave, the Employer may take appropriate action as provided under article 8, Discipline and Discharge.

After five (5) consecutive calendar days of absence due to illness, or injury , the employee will furnish a physician's statement to the employer regarding his/her ability to return to work.

- C. Upon proper application to the Board of Education, leave of absence, without pay, for reasonable periods not to exceed one (1) year, will be granted without loss of seniority for:

1. Maternity Leave

- a. Maternity leave shall be granted upon a written request for such leave, and upon proper certification of pregnancy by the employee's physician.
- b. Maternity shall be treated the same as any other illness or temporary disability.
- c. Upon returning from a maternity leave, the employee must provide the Employer with a doctor's certification of the employee's ability to perform her normal duties.

2. Illness leave (physical or mental).

3. Prolonged illness in the immediate family if a confined illness and supported by a doctor's statement that the employee is needed at home during the hours which he/she would normally be employed.

- D. Sick leave days may be taken by a bargaining unit member for personal illness, disability, or medical emergency. Up to ten (10) days of accrued sick leave per year may be used for a family illness. Family shall be defined as spouse, child, father, mother or dependent of the immediate household.

1. Severance pay of \$20.00 per day shall be paid for an employee's unused sick leave. To become eligible for the provisions of this clause, an employee must have completed at least ten (10) school years in the district. If, for any reason, an employee's services are terminated at any time during a school year, he shall be paid for those unused sick leave days accumulated to his last completed year.

2. Severance pay shall not be applicable to those employees whose services are terminated for just cause. Severance pay for employees voluntarily leaving the system shall not exceed fifty (50) days; those employees leaving the system for retirement, as determined by the Michigan Public School Employees' Retirement system, will receive severance pay not to exceed ninety(90) days.

3. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing benefits referred to in this Agreement, and will be construed as days worked specifically for the computation of benefits. However, time on paid leave will not be counted for the purpose of determining eligibility for overtime, only time actually worked will be counted for that purpose.

4. There shall be no personal time off without pay, except under extenuating circumstances with the prior approval of the superintendent.
- E. Prior unused sick leave days will be accumulated as of June 30 of each year.
- F. Seniority shall accrue when a bargaining unit member is on a leave under the provisions of this article.

#### **ARTICLE 17: OTHER LEAVE**

##### A. Personal Days

Personal leave days shall be granted annually to each seniority employee according to the following terms, provided the Employer is given twenty-four (24) hours notice:

- |    |   |              |
|----|---|--------------|
| 1. | All Employees working over six (6) hours    | Two (2) days |
| 2. | Employees working four (4) to six (6) hours | One (1) day  |
| 3. | Employees working under four (4) hours      | Zero (0) day |

Employees may take not less than one-half (1/2) day at a time, and these days are not accumulative, it being understood that personal leave days may not be taken in conjunction with holidays or vacation. Additionally not more than one (1) employee in each classification could be or would be granted personal leave days at any one time. In the event a dispute occurs concerning scheduling of personal leave days off, seniority would prevail.

**PERSONAL LEAVE DAYS WILL BE AWARDED ANNUALLY ON JULY 1. FIRST YEAR EMPLOYEES WILL HAVE DAYS PRORATED TO REFLECT THE SERVICE CREDIT/PERSONAL LEAVE DAY ACCUMULATION PRIOR TO JULY 1. OK 7-14 TA'd 3/24/09**

##### B. Judicial Leave

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be compensated for the difference between his/her normal salary and that which he/she receives for the performance of such duty. However, this provision shall not apply in any situation where the employee is bringing action against the District or is testifying on behalf of the Union against the District.

##### C. Armed Services **VETERANS TA'd 3/24/09**

Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve/Guard pay and the regular pay he/she would receive from the Employer during any period when the affected bargaining unit member engages in training or other service in the Reserve or National Guard. All benefits shall remain in effect. **PROVIDED PROOF OF SERVICE AND PAY IS SUBMITTED. Ok 10-7 TA'd 3/24/09**

##### D. Bereavement Leave

1. Up to three (3) days shall be authorized for funeral and bereavement due to the death of a brother-in-law, sister-in-law, mother-in-law, father-in-law or grandparent.

2. Up to four (4) days shall be authorized for funeral and bereavement due to the death of a parent, grandchild, brother, sister, son -in-law, and daughter-in-law.
3. Up to five (5) days shall be authorized for funeral and bereavement due to the death of spouse, child, or step-child.

**E. ~~Veterans~~**

~~Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the District when they are on full time active duty in the Reserve, or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except when called in by the Government. Ok 10-7 TA'd 3/24/09~~

**ARTICLE 18: NON-PAID LEAVE**

**A. Family and Medical Leave Act**

1. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve (12) months period is entitled to twelve (12) work weeks of leave during any twelve (12) month period without pay but with group health coverage maintained for one or more of the following reasons:
  - a. Due to the birth of the employee's child in order to care for the child
  - b. Due to the placement of a child with the employee for adoption or foster care
  - c. To care for the employee's spouse, child, or parent who has a serious health condition; or
  - d. Due to a serious health condition that renders the employee incapable of performing the functions of his/her job. A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in the hospital, hospice, or residential medical care facility, or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this Section.
2. The employee shall have the option of first using accrued paid sick leave, vacation, and/or personal leave during the leave. The remainder of the leave shall then be unpaid.
3. Employees, while on leave as provided by this article shall accumulate seniority and shall be entitled to return to their previous job and position, Extension of the non-paid leave may be granted at the sole discretion of the Board of Education.
4. The employee will provide the Board with at least thirty (30) calendar days written notice of the need for leave, except when this is not possible, and then such advance notice as is possible will be provided. It will include the reason for the leave; the expected beginning date, the expected ending date.
5. Upon return to work from an FMLA leave, the employee must provide the Employer with written documentation of the employee's ability to perform job duties.
6. It is understood and agreed that the employer and the employees reserve all rights and powers granted to either the employer or the employees under the legislation and applicable regulations and this Agreement shall not be construed as limiting or restricting those rights.

B. Military Leave

A military leave of absence shall be granted to an employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him\herself available for active duty in the National Guard or Reserve. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such an extension shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program institution.

C. Union Leave

An unpaid leave of absence not to exceed one (1) year may be granted for the purpose of serving as an officer of the Association/Union, or an officer or intern or staff member in its state or national affiliate.

D. Public Office

An employee elected to public office shall upon written request receive a temporary leave of absence without pay or paid fringe benefits, for a minimum period of sixty (60) days and a maximum period of one (1) year renewable at the discretion of the Board. Upon expiration of such leave, employees shall be re-employed with accumulated seniority provide they meet all employment requirements. Employees, while on leave as provided shall be entitled to return to their previous position.

**ARTICLE 19: WORKER'S COMPENSATION**

Each employee will be covered by applicable Worker's Compensation Laws. To the extent permitted by the Worker's Compensation Act, if the employee chooses, the difference in compensation and regular weekly income shall be made up and charged to the employee's accumulated sick leave at the rate equal to the percentage of the employee's wage paid for by the Employer to compensate for the difference between the Worker's Compensation and his regular weekly income, based on forty (40) hours, for any one injury.

**ARTICLE 20: SAFETY COMMITTEE**

A. The employer will continue to make all reasonable and necessary efforts to protect the health and safety of each member of the bargaining unit. Employees will call to the attention of the employer any conditions which the Employee considers to be unsanitary, hazardous or dangerous to his/her safety or health.

The Employer agrees that all complaints of unsanitary, hazardous or dangerous conditions shall be investigated promptly. The Employer shall take reasonable and necessary action to correct said conditions.

B. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being as determined by MIOSHA. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

- C. A safety committee of employees and the Employer representative is hereby established. This committee will include the Association Representatives and shall meet at least once per year at a mutually agreed upon time, for the purpose of making recommendations to the Employer.
- D. Should such a meeting result in a mutually acceptable solution to the problem, the Employer shall immediately implement the recommendations. If the Employer fails to correct the safety problem(s), the matter may be referred to the Grievance Procedure and/or by initiating a complaint with state and federal regulatory agencies.
- E. Bargaining unit members shall be provided annual blood borne pathogen training of up to one (1) hour per year for refresher training (employed 2 years and beyond) and up to one and one-half hours for the initial training (first year employees).
- F. Pursuant to CFR (Code of Federal Regulations) Section 395.2 definitions: "all time spent providing a breath or urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable suspicion, post accident, or follow-up testing required by part 382 or part 391, subpart H, of this subchapter, whichever is applicable..." shall be considered "on-duty time" and shall be paid at the hourly sitting rate. Employees required to use their own vehicle for such travel shall be paid round-trip mileage at the IRS mileage rate.

#### **ARTICLE 21: SCHOOL CLOSURE/DISMISSAL**

- A.** Act of God/Emergency: Employees shall be allowed to utilize personal leave days if they choose in the event school is closed as a result of an Act of God, or an emergency. The twenty-four (24) hour advance notice provision will be considered as being waived in the event they are informed not to report to work or in the event they report to work and are sent home prior to the conclusion of their work shift. **TA'd 3/24/09**
- B.** ~~Effective July 1, 2004,~~ **E**mployees will be granted thirty (30) Act of God/Emergency hours per year not deducted from personal leave or sick leave. **THESE HOURS SHALL ONLY COINCIDE WITH STUDENT HOURS WAIVED BY THE STATE.** Employees will only be paid for days they were regularly scheduled to work. **TA'd 3/24/09**
- C.** It being understood that if no such Act of God/Emergency days occur, compensation will not be given nor will equivalent time off work be granted. Act of God/Emergency days may not be substituted for an alternative day off. **TA'd 3/24/09**
- D.** Bargaining unit members requested to report for work when a school or other facility is closed under this provision, for emergency reasons such as snow removal, heating system repair, special events, etc., during such condition shall be compensated at their regular rate of pay. **ONCE EMPLOYEES HAVE REACHED THE THIRTY (30) HOURS WAIVED IN PARAGRAPH B ABOVE, IF THEY** ~~Employees, who~~ report to work as part of their necessary duties and find that school has been cancelled **THEY** shall be paid for ~~one~~ **TWO** hour**S** of reporting time. **Ok 10-7 TA'd 3/24/09**

#### **ARTICLE 22: EQUALIZATION OF OVERTIME HOURS**

- A. Overtime hours shall be divided as equally as possible among employees in the same classifications. An up-to-date list, showing overtime hours, will be posted weekly in a prominent place, such list kept up-to-date by the employer. For transportation, equalization shall be of all field trips which are defined as extra runs such as athletic trips, field trips, spectator trips etc.

- B. Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first and so on down the list in an attempt to equalize the overtime hours.
- C. For the purpose of this clause, the employee may turn down overtime work during the year. Time not worked because the employee was unavailable, or did not choose to work, will be counted as if worked for the equalization of overtime purposes. However, performing the employee's present assignment which might conflict with the overtime, being on an approved leave including being on sick or personal leave and Union meetings will not be used to deem an employee as unavailable.
- D. Should the above method prove to be unsatisfactory, the parties agree to meet and work out a solution.
- E. Overtime hours will be computed from July 1 through June 30 each year, except that custodians working during the summer work period will not be charged the overtime hours worked during the summer for the purpose of equalization of overtime during the regular school year.
- F. Employees not signed up for overtime work at the beginning of a school year or within ten (10) days of hire may elect to be added to the list once during that year.

#### **ARTICLE 23: SHIFT PREMIUM HOURS**

- A. Full-time custodians who work on the second shift shall receive, in addition to their regular pay for the pay period, ten cents (\$.10) per hour.
- B. The first shift is any shift that regularly starts on or after 4:00 a. m., but before 11:00 a. m. The second shift is any shift that starts on or after 11:00 a. m., but before 7:00 p. m. The third shift is any shift that regularly starts on or after 7:00 p. m., but ends before 4:00 a.m. A shift shall be considered a regular shift if it is of a duration of at least seven calendar days.
- C. The regular full working day shall consist of eight (8) hours per day.
- D. Employees may take a fifteen (15) minutes "coffee break" **PER EACH FOUR (4) HOUR SHIFT, in the a.m., and also fifteen (15) minutes "coffee break" in the p.m., or the second half of their regular shift, whichever may apply. Ok 10-7 TA'd 3/24/09**
- E. An employee reporting for overtime duty not contiguous with his/her normal hours shall be guaranteed at least one (1) hour pay at the rate of time and one-half (1 1/2), excluding normal building and equipment inspection.

#### **ARTICLE 24: TIME AND ONE-HALF**

Time and one-half will be paid as follows:

- (a) For all hours over eight (8) in one day.
- (b) For hours in excess of forty (40) hours per work week.
- (c) For **MANDATORY** hours worked on holidays in addition to holiday pay. **Ok 10-7 TA'd 3/24/09**

Double time will be paid as follows:

- (a) For Sundays as such (excluding regular scheduled building checks, which shall be paid at the rate of time and one-half).

Overtime shall be approved by the supervisor.  
Overtime shall be approved in accordance with the terms of Article 22 - Equalization of Overtime.

**ARTICLE 25: HOLIDAY PROVISIONS**

A. All employees working shall be given the following paid holidays:

Day before New Year's Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday (all day)	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Fourth of July	Christmas Day

School year employees will receive all holidays from Labor Day through Memorial Day.

Employees will be paid their current rate for said holidays.

B. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered the holiday.

C. To be eligible for holiday pay, an employee must work the last scheduled shift before and the first scheduled shift after the holiday, unless on vacation or an excused leave of absence.

**ARTICLE 26: VACATION ELIGIBILITY**

Full-year employees will earn credits toward vacation with pay in accordance with the following schedule:

Employees will earn credit towards vacation pay using the following schedule based on full year employment:

Years of Service	Days Of Vacation
One (1) Year of Service	Five (5) days
Two(2) Years of Service	Ten (10) days
Six (6) Years of Service	Eleven (11) days
Seven(7) Years of Service	Twelve (12) days
Eight (8) Years of Service	Thirteen (13) days
Nine (9) Years of Service	Fourteen (14) days
Ten (10) Years of Service	Fifteen (15) days
Eleven (11) Years of Service	Sixteen (16) days
Twelve (12) Years of Service	Seventeen (17) days
Thirteen (13) Years of Service	Eighteen (18) days
Fourteen (14) Years of Service	Nineteen (19) days
Fifteen (15) Years of Service	Twenty (20) days

**VACATION DAYS WILL BE AWARDED ANNUALLY ON JULY 1. FIRST YEAR EMPLOYEES WILL HAVE DAYS PRORATED TO REFLECT THE SERVICE CREDIT/VACATION DAY ACCUMULATION PRIOR TO JULY 1. Ok 10-7 TA'd 3/24/09**

**ARTICLE 27: VACATION PERIOD**

A. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficient operation of the Department concerned.

- B. Vacations may be taken in periods of less than five (5) days or one (1) week. Additionally, vacations may be split into one (1) or more weeks, providing such schedule does not drastically interfere with the operation.
- C. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- D. A vacation may not be waived by an employee and extra pay received for work during that period.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, and presents certification, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

**ARTICLE 28: PAY ADVANCE**

- ~~A. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation, provided the employee makes request three (3) weeks in advance. TA'd 3/24/09~~
- A B.** If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year. TA'd 3/24/09
- B C.** Rate during vacation: Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement. **Ok 10-7 TA'd 3/24/09**

**ARTICLE 29: CONDITIONS OF EMPLOYMENT**

- A. Transportation

In additions to those working conditions outlined in other parts of this Agreement, the following shall apply to all transportation bargaining unit members:

- 1. Runs
  - a. The district shall determine all customary runs, including kindergarten (noon runs), vocational and special education runs. The kindergarten runs (noon runs), Perry shuttles, vocational and special education runs shall be posted as separate runs. All transportation of students shall be considered bargaining unit work unless a unique and/or extenuating circumstance would necessitate using alternative transportation. The transportation supervisor shall advise the Association President when such a circumstance may occur.
  - b. The length of the run shall be the time it takes to safely make the entire route. Runs shall be timed by the transportation supervisor prior to the school year and once during inclement weather. The parties shall meet from time to time to resolve any problems arising from the issues related to the timing of the runs through the Special Conference procedure. A minimum of seventy five (75) minutes paid time, including morning and afternoon prep time, shall be guaranteed during the duration of this Agreement. This means that a driver with two runs AM and two runs PM shall receive a minimum of five (5) hours of pay (2.5 AM & 2.5 PM) for the day including prep time. Perry shuttle runs are the



exception and shall be guaranteed a minimum of thirty (30) minutes paid time per round trip (Morrice to Perry and return) including prep time.

- c. The District shall hold a run selection meeting at least nine (9) calendar days prior to the beginning of the school year. Every driver shall be notified of the meeting time and the location at least five (5) calendar days in advance of the meeting.
- d. At the run selection meeting, all known runs shall be posted.
- e. Drivers shall select runs on the basis of seniority.
- f. Should any new run become available during the school year, it shall be posted in accordance with the posting procedure and awarded to the most senior driver applicant.
- g. If the run is reduced during the school year, the driver assigned to the said run shall be notified in writing and will be allowed to retain the run or bump the least seniority driver who has equivalent time of the affected employee. Drivers, as bumped, will then be allowed to bump in the same manner.
- h. All single runs up to one (1) hour in length shall be paid as though the run took one (1) full clock hour. Any run that is over one (1) hour in length shall be paid in pro rata ten (10) minute increments.

2. Preparation of Buses/Down Time

- a. Drivers are responsible for performing the safety checklist that has been established at the beginning of the year. They are responsible for fueling and sweeping the interior of the bus(es), to which they are assigned. Drivers also are responsible for the write ups and discipline papers. The drivers will have fifteen (15) minutes allowance once per day.
- b. Drivers shall be responsible for the disciplinary process on the bus as developed by the bus drivers and the Employer.

**C. DRIVERS HAVE FIRST RIGHT TO WASH THE EXTERIOR OF BUSES, AS NEEDED, WITH SUPERVISOR APPROVAL. IF NO DRIVER IS AVAILABLE, THE WORK MAY BE OFFERED TO ANOTHER MAESP BARGAINING UNIT MEMBER, NOT TO EXCEED DRIVER'S SIT TIME PAY AND WHO HAS THE AVAILABLE HOURS TO DO SO. IF NO MAESP MEMBER IS AVAILABLE, THE WORK THEN MAY BE CONTRACTED OUTSIDE OF THE UNIT AT MINIMAL PAY NOT TO EXCEED DRIVER'S SIT TIME PAY.** OK 10-7  
TA'd 3/24/09

3. Field Trips

- a. A field trip is defined as any transportation of students by District school bus using bargaining unit members other than a regular run, which are defined as regular morning and afternoon runs, including Perry shuttles, noon runs, special and vocation education runs. Field trips are the extra runs such as athletic trips, field trips, spectator trips etc. Field trips shall be considered bargaining unit work, when a District school bus is used and is driven by a bargaining unit member. This shall not preclude the District from transporting students on field trips by other vehicles without using bargaining unit drivers when there are less than ten (10) students or when special circumstances require a Charter Bus.

- b. Bus drivers shall be allowed to drop the elementary or secondary portion of their AM or PM runs to drive a field trip. Drivers shall only be allowed to drop a portion of a scheduled run in order to take a field trip. However, when there would be a shortage of drivers for regular runs, drivers may be required to drive their regular runs rather than take field trips.
  - c. All field trips will be posted, along with the projected length of the trip. Trips shall be posted on Wednesday for the following week, whenever possible. Trips posted on Wednesday shall be assigned on the following Friday.
  - d. Field trips shall be assigned by the transportation supervisor in accordance with the rotation guidelines. Field trips shall be awarded to interested drivers who bid on the trip starting the year with the most senior driver followed by the rotation schedule that meets the Equalization overtime guidelines.
  - e. Field trips shall first go to regular drivers. If regular drivers do not wish to be on the extra trip board, then the Board may hire a substitute to replace each regular driver who does not wish to be on the extra trip board. When all regular drivers have been assigned to drive extra trips, the Board may use substitutes for the remaining uncovered trips. This provision does not affect the regular drivers first choice of taking the field trips and having substitutes fill in for them on their regular runs.
  - f. If no driver willingly accepts a field trip, and if there is not a substitute driver available for such a trip, then the least senior driver shall be required to take the trip.
  - g. Weekend field trips will be paid at a minimum total time of one hour, counting sit and drive time, to be paid at the field trip rate.
  - h. Driving time will begin when the driver leaves the garage and will continue until the last student leaves the bus at the point of destination. The return trip driving time will begin when the students begin boarding the bus for the return trip and end when the driver returns to the garage. Loading, time which will generally be from five (5) to eight (8) minutes, is considered driving time. If a coach or school official prolongs the loading time, it will still be considered driving time. The return driving time will end when the driver returns to the garage. Bus clean-up and preparation time for field trips is considered to be sitting time. Drivers on field trips must remain with the group or in close proximity unless approval to leave is granted by the Superintendent or his designee. A bus driver driving to eat while on a field trip is sitting time, not driving time.
4. Substitute and Temporary Run Absences
- a. If there is a temporary absence, at least thirty (30) calendar days in length, in the driving schedule due to the illness or absence of another driver, such temporary run shall be offered to the drivers. Drivers can bid for such temporary runs based on seniority. If no such driver(s) shall be available, the work shall be offered to substitute drivers.
  - b. Subbing shall be done by rotating all eligible drivers who have indicated, in writing, their willingness to substitute on runs and times that will not interfere with their normal runs.

- c. Management reserves the right to act in an emergency to secure drivers to fill necessary runs, but shall always strive to spread all available substitute work among the interested and eligible drivers.
  - d. Any driver who wishes to sub must indicate (in writing) his/her desire to sub to the Transportation Supervisor prior to the beginning of the school year. Their names will go on the sub chart in order of seniority.
  - e. The transportation supervisor shall be responsible for scheduling substitute drivers.
- 5 Licensing/Training
- a. **IN THE EVENT THAT THE MEMBER USES THE DISTRICT APPROVED PHYSICIAN THERE SHALL BE NO COST.** A bargaining unit member may select his/her own physician for a physical examination and the District shall reimburse up to \$25 **60** toward the actual cost, or pay the actual cost, whichever is less. An itemized statement must be presented to the Superintendent for approval. **TA'd 3/24/09**
  - b. The District shall pay drivers, at their pre-determined salary schedule **SITTING standing** time for all time spent at training sessions. **Ok 10-7 TA'd 3/24/09**

**6. School Closure**

~~Drivers who report to work, and upon arrival find that school has been canceled, shall be paid for one (1) hour reporting time. TA'd 3/24/09~~

**B. Custodians**

1. Summer Employment

Custodians shall normally work five (5) 8-hour days during the summer period. The number of custodians working during summer shall be determined by the employer.

**C. Miscellaneous**

- 1. A bargaining unit member will not be required to perform supervisor's duties. These duties shall include hiring and firing of employee and any disciplinary action procedures.
- 2. All employees required to attend any training sessions shall be paid at their appropriate wage rates.

- F. The parties agree to distinguish between voluntary unpaid meetings and mandatory paid meetings. When transportation meetings are held at the bus garage, unless notice comes from the Superintendent that the meeting is mandatory, then the meeting shall be voluntary and the bargaining unit members will not be expected to be paid for time spent at that meeting. Compensation for mandatory meetings will be at the current sit rate.

**ARTICLE 30: JOB DESCRIPTIONS**

Job descriptions will be developed for each classification within sixty (60) calendar days after the ratification of this Agreement and whenever a new position/job title is added to the bargaining unit. Such job descriptions shall be developed by the Employer in consultation with Union representatives designated

by the Association President. The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Employer and a copy to the Association President. The job description will include at the minimum:

- a. Job title and description
- b. Minimum requirements
- c. A specific statement of required tasks and responsibilities

**ARTICLE 31: TERMINATION AND MODIFICATION**

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the specified termination date, give notification of the same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, upon sixty (60) days written notice prior to the current year's termination date.
- C. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless on or before such date the Agreement is extended by mutual agreement of the parties.
- D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- E. Notice of Termination or Modification shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Morrice Educational Support Personnel Association, MEA, 1480 Kendale Blvd., Suite 300, East Lansing, MI 48823; and if to the employer, addressed to Morrice Area Schools, 691 Purdy Lane, Morrice, MI, 48857, or to any such addresses as the Union or the Employer may make available to each other.
- F. The employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer. The cost of reproduction of the Agreement shall be paid equally by the Employer and the Union.

**ARTICLE 32: WAGE SCHEDULE**

**2008 -- 2009 ½% RETRO ON SCALE SALARY INCREASE TO BE PAID BY 6-30-09**

**2009 -- 2010 2% ON SCALE SALARY INCREASE**

**2010 – 2011 2% ON SCALE SALARY INCREASE TA'D 5/8/09**

**NEW EMPLOYEES HIRED AFTER (DATE OF RATIFICATION) WILL RECEIVE THE DEPARTMENTAL SUB-PAY RATE (90%) FOR THE FIRST THREE (3) MONTHS OF THEIR EMPLOYMENT FROM THE HIRE DATE. SUMMER MONTHS WILL NOT COUNT AS CREDIT WORKED FOR SCHOOL-YEAR EMPLOYEES. THE EMPLOYEE WILL BE PAID 95% OF THE SUB-PAY RATE FROM THE FOURTH MONTH THROUGH THE SIXTH MONTH. BEGINNING ON THE SEVENTH MONTH THEY WILL RECEIVE BASE PAY.**

**ALL CURRENT EMPLOYEES WILL BE GRANDFATHERED. Ok 10-7 TA'd 3/24/09**

**CUSTODIAL/MAINTENANCE**

<del>July 1, 2003</del>	<del>July 1, 2004</del>	<del>July 1, 2005</del>	<del>July 1, 2006</del>
<del>1%</del>	<del>1%</del>		

**Custodian/** ~~\_\_\_\_\_~~ **\$12.70** ~~\_\_\_\_\_~~ **position**  
**Maintenance** ~~\_\_\_\_\_~~ **(\$12.57)** ~~\_\_\_\_\_~~ **eliminated**

Custodian I (\$11.88) ~~\_\_\_\_\_~~ \$12.00 ~~\_\_\_\_\_~~ \$12.12-Position eliminated  
 Custodian II (\$11.65) ~~\_\_\_\_\_~~ \$11.77 ~~\_\_\_\_\_~~ \$11.89

**Grounds/Maintenance** ~~\_\_\_\_\_~~ **\$15.05** ~~\_\_\_\_\_~~ **position**  
~~\_\_\_\_\_~~ **(\$14.90)** ~~\_\_\_\_\_~~ **eliminated**

**Custodial/Maintenance/** ~~\_\_\_\_\_~~ **\$12.68** ~~\_\_\_\_\_~~ **position**  
**Bus Driver** ~~\_\_\_\_\_~~ **(\$12.55)** ~~\_\_\_\_\_~~ **eliminated**

District-wide Maintenance/  
 Custodial/Building and Grounds **\$13.75**

Plus \$.10 shift premium for second and third shift.

	Prior	2008-2009	2009-2010	2010-2011
<b>CUSTODIAL-MAINTENANCE</b>				
Custodian	\$ 12.46	\$ 12.52	\$ 12.77	\$ 13.03
District-wide maintenance/custodian	\$ 14.41	\$ 14.48	\$ 14.77	\$ 15.07
<b>FOOD SERVICE</b>				
Head Cook	\$ 12.40	\$ 12.46	\$ 12.71	\$ 12.97
Kitchen Aides	\$ 10.71	\$ 10.76	\$ 10.98	\$ 11.20
Noon Hour Aides	\$ 10.44	\$ 10.49	\$ 10.70	\$ 10.92
<b>AIDES</b>				
Media Clerk	\$ 8.21	\$ 8.25	\$ 8.42	\$ 8.58
HS lunchroom aide	\$ 10.44	\$ 10.49	\$ 10.70	\$ 10.92
Playground aides	\$ 10.44	\$ 10.49	\$ 10.70	\$ 10.92
AM student aide	\$ 10.44	\$ 10.49	\$ 10.70	\$ 10.92
Crossing Guard	\$ 10.44	\$ 10.49	\$ 10.70	\$ 10.92
<b>BUS DRIVER</b>				
Hourly	\$ 13.48	\$ 13.55	\$ 13.82	\$ 14.09
Extra Trip - hourly	\$ 15.33	\$ 15.41	\$ 15.71	\$ 16.03
Extra Trip - sitting	\$ 10.31	\$ 10.36	\$ 10.57	\$ 10.78

COOKS/FOOD SERVICES

~~July 1, 2003~~ ~~July 1, 2004~~ ~~July 1, 2005~~ ~~July, 2006~~  
~~1%~~ ~~1%~~

Head Cook, one per building ~~\_\_\_\_\_~~ \$11.71 ~~\_\_\_\_\_~~ \$11.83 ~~\_\_\_\_\_~~ (\$11.59) effective 7/1/04

**Assist. Cooks (\$11.40)** ~~\_\_\_\_\_~~ **\$11.51** ~~\_\_\_\_\_~~ **position**  
~~\_\_\_\_\_~~ **eliminated**

Plus \$40.00 per year uniform allowance for cooks, to be paid within two (2) weeks of the employee providing a receipt to the Business Office.

AIDES/FOOD SERVICES

~~July 1, 2003~~ ~~July 1, 2004~~ ~~July 1, 2005~~ ~~July 1, 2006~~  
~~1%~~ ~~1%~~

Kitchen Aides (\$10.02) ~~\$10.12~~ — \$10.22

Noon Hour Aides (~~\$9.76~~) ~~\$9.86~~ — \$9.96

AIDES

~~July 1, 2003~~ ~~July 1, 2004~~ ~~July 1, 2005~~ ~~July 1, 2006~~  
~~1%~~ ~~1%~~

~~Library Aides (\$11.12)~~ ~~\$11.23~~ — ~~\$11.34~~ position eliminated  
**MEDIA CLERK (\$8.21) TA'd 3/24/09**

Playground Aides (~~\$9.76~~) ~~\$9.86~~ — \$9.96

**HS LUNCHROOM AIDE TA'd 3/24/09**  
**AM STUDENT AIDE TA'd 3/24/09**  
**CROSSING GUARD TA'd 3/24/09**

(Playground aides shall be provided up to an additional fifteen (15) minutes for report writing if needed as determined by the building principal.) ~~, to occur between the noon recess and the PM recess. The playground aide work-day responsibilities shall also include AM student supervision time and PM crossing guard time as part of the regular work day.)~~ **TA'd 3/24/09**

BUS DRIVERS

~~July 1, 2003~~ ~~July 1, 2004~~ ~~July 1, 2005~~ ~~July 1, 2006~~  
~~1%~~ ~~1%~~

Hourly Driving Rate (~~\$12.60~~) — \$12.73 — \$12.86

Extra Trips Hourly Driving Rate (~~\$14.34~~) \$14.48 — \$14.62

Hourly Sitting Rate (~~\$9.64~~) \$9.74 — \$9.84

On overnight trips authorized by the Board, drivers shall not be required to drive more than eight (8) hours per day, and will not be expected to work for more than a total of sixteen (16) hours per day, including sitting time. On overnight trips, the cost of lodging and meals shall be borne by the Employer. On extra trips of ~~five~~ **FOUR (4)** hours or more, the Employer agrees to provide reimbursement for a meal of up to ~~\$6.50~~ **8.00** for each ~~five~~ **FOUR (4)** hours completed, provided the employee supplied a receipt within the same payroll period. **Ok 10-7 TA'd 3/24/09**

Time worked over posted run time must be approved by the transportation supervisor, who will take into account water, road conditions and other circumstances as explained by the driver.

### **ARTICLE 33 : MEDICAL COVERAGE**

The Employer agrees to pay the premium cost for MESSA PAK Plan A, Choices 2, for a full twelve month period for each eligible seniority employee and his/her eligible dependents as defined by MESSA, on a pro-rated basis as described below. Eligible seniority employees not taking health insurance may participate in the MESSA PAK Plan B on a prorated basis as described below. **For 2009-2011 covered employees will contribute \$60 per year to health care benefits.**

#### The MESSA PAK Plan A coverage shall include:

Health: Choices 2

Long Term Disability: 60% of salary, with \$5000 monthly maximum  
90 calendar days modified fill, COLA-no  
Alcohol/Drug and Mental/Nervous—2 year limitation each  
5% minimum payout, pre-existing limits waived  
Family Social Security offset, 6 month survivor income  
Freeze on offsets, Educational Supplement, 2 year own occupation

Life: \$10,000 with AD&D

Vision: VSP 2

Dental: 75/75/75 with \$1,500.00 annual maximum, 2 cleanings per year, no orthodontics

#### The MESSA PAK Plan B coverage shall include:

Long Term Disability: 60% of salary, with \$5000 monthly maximum  
90 calendar days modified fill, COLA-no  
Alcohol/Drug and Mental/Nervous—2 year limitation each  
5% minimum payout, pre-existing limits waived  
Family Social Security offset, 6 month survivor income  
Freeze on offsets, Educational Supplement, 2 year own occupation

Life: \$10,000 with AD&D

Vision: VSP 2

Dental: 75/75/75 with \$1,500.00 annual maximum, 2 cleanings per year, no orthodontics

#### Medical Coverage Terms and Conditions:

- (a) 100% coverage for employees scheduled to work the full year and working at least seven (7) hours per day; and employees scheduled to work the school year and working at least seven hours per day with fifteen (15) or more years of consecutive service.
- (b) 80% for employees scheduled to work the school year and working at least seven (7) hours per day.

- (c) 50% for employees scheduled to work the school year and regularly scheduled for at least **SIX (6) four (4)** hours per day. TA'd 4/30/09
- (d) The Employer agrees to provide the above-stated health insurance after retirement at the same level at which they were receiving coverage previously, for one (1) year, for employees who retire after the age of sixty five (65), provided the employee is not eligible for Medicare and/or MPSERS health insurance.
- (e) Employees shall retain on file with the Employer a signed authorization for payroll deductions of the employee's contribution toward health insurance, prorated as necessary to cover a twelve (12) month period for less than full year employees.
- (f) The Employer shall pay the Employer's portion of the premium cost for insurance for eligible seniority employees not otherwise covered by the Family and Medical Leave Act, for a maximum period of two (2) months after the employee has exhausted his/her accumulated sick leave due to an absence caused by an injury, illness or maternity.
- (g) All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.
- (h) Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
- (i) The Board by payment of the premiums payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contractor policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.
- (j) Eligibility of dependents for coverage is determined by the insurance policy.

**(K) A BARGAINING UNIT MEMBER WHO WORKS TWO (2) OR MORE POSITIONS IN THE SAME PAY PERIOD SHALL NOT HAVE HIS/HER HOURS COMBINED FOR THE PURPOSED OF DETERMINING WHETHER HE/SHE IS ELIGIBLE FOR HEALTH BENEFITS PAID FOR BY THE DISTRICT.** Ok 10-7 TA'd 4/30/09

#### **ARTICLE 34: LIFE INSURANCE**

- A. ~~The employer will pay the premiums for each employee scheduled to work the school year and working at least seven (7) hours per day toward a term life insurance plan in the amount of fifteen thousand dollars (\$15,000) with accidental death and dismemberment.~~
- B. ~~The employees hired after October 7, 1985, The employer agrees to pay the premiums for term life insurance in the amount of ten thousand dollars (\$10,000) with accidental death and dismemberment~~ **TO ALL BARGAINING UNIT MEMBERS AFTER THE PROBATIONARY PERIOD.** ~~To qualify for life insurance, the employee must be scheduled to work the school year and working at least four (4) hours per day.~~ Ok 10-7 TA'd 3/24/09

#### **ARTICLE 35: LONGEVITY**

The following longevity scale shall apply to all bargaining unit members:



Beginning of <del>F</del> ifth-eight year	3%
Beginning of ninth-eleventh year	4%
Beginning of twelfth-fourteenth year	5%
Beginning of fifteenth year or over	6%

**BEGINNING JULY 1, 2009 LONGEVITY WILL BE PAID ANNUALLY IN A SINGLE CHECK PRORATED FROM THE EMPLOYEE'S ANNIVERSARY DATE. THIS CHECK WILL BE DISPERSED ON THE FIRST PAY PERIOD IN JULY. Not TA'd**

**ARTICLE 36: RATE FOR NEW JOB**

When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.

**ARTICLE 37: EXTENT OF THE AGREEMENT**

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendments to the Agreement. Should any provisions of this Agreement be found contrary to law then such provision or application shall be deemed null and void. The parties shall meet within ten (10) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration the Agreement.

**ARTICLE 38: DURATION**

This Agreement shall be effective as of \_\_\_\_\_ and shall continue in effect until the 30th day of June, 2007-~~2011~~. The parties agree to reopen this Agreement for negotiations regarding insurance and wages for the ~~2009-2010~~ 2005-2006 and 2010-2011 ~~2006-2007~~ school years. **Not TA'd**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by duly authorized representatives the day and year first above written.

Morrice Area Educational Support Personnel  
Association/MEA/NEA

Morrice Area Schools Board of Education

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Board President

**Letter of Agreement  
between the  
The Board of Education of Morrice Area Schools  
and the  
Morrice Area Educational Support Personnel Association**

The Board of Education and the Association agreed to grandfather specific insurance benefits to the following individuals as part of the agreement reached during negotiations on October 11, 2004, as follows:

1. Janet Haney shall be entitled to 100% medical coverage paid by the Employer as outlined in Article 23, Medical Coverage and Terms, Section (a).
2. ~~Chris Hively~~ and Dawn Haas shall be entitled to the VSP 2 Vision Plan paid by the Employer.