

MASTER AGREEMENT

between

**MANCHESTER COMMUNITY
SCHOOLS**

and

**MANCHESTER EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION**

2018-2021

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Manchester Education Support Personnel Association

ARTICLE 1 AGREEMENT

This Agreement is entered into by and between the Manchester Board of Education, hereinafter referred to as the "Employer" (or the "Board") and the Manchester Educational Support Personnel Association (MEA/NEA), hereinafter referred to as the "Association."

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the recognition clause and references to the masculine gender shall include female employees.

ARTICLE 2 PURPOSE

A. Whereas, the Board of Education has a statutory obligation pursuant to Act 336 of Public Acts of 1947, as amended by Act 379 of P.A. 1965, to negotiate with the Association with respect to rates of pay, wages, hours of employment or other conditions of employment for the bargaining unit hereinafter specified, and the parties through negotiations and good faith have reached an understanding pursuant thereto, now desire to execute this contract covering such agreement.

B. The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes, which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly have included herein a grievance procedure for the effective processing and resolution of such disputes.

ARTICLE 3 RECOGNITION

The District hereby recognizes the Association as the exclusive representative for all full-time and regularly scheduled part-time secretarial/clerical employees, technology facilitator, paraprofessional employees, food service employees, mechanic and mechanic coordinator employees, custodial/maintenance employees, transportation employees, groundskeeper employees, office clerks, and library/media clerks.

Excluded from the unit are food service coordinator, special education secretary, finance secretary, supervisors, administrators, administrative assistant, secretary to Superintendent, payroll supervisor, technology coordinator, community education employees, on-call substitutes, student employees, paraprofessionals/groundskeeper hired on a seasonal basis and all other employees.

ARTICLE 4 DEFINITIONS

A. The Employer and the Association recognize the following three (3) categories of employees:

- (1) Full time: An employee who is regularly employed at least thirty (30) hours per week, or at least sixty (60) hours per pay period on a regular basis.

(2) Part time: An employee who is regularly employed less than thirty (30) hours per week, including a person who works a regular part-time schedule during the school year and a full-time schedule during the summer.

(3) Probationary: An employee who is employed to fill a full or part-time position for a trial period of ninety (90) work days.

B. A temporary employee is a person employed by the Employer to provide a service when help is needed and said job assignment or position is not of a permanent nature, and will not exceed ninety one (91) work days in duration. Temporary employees are not to be considered as members of the bargaining unit. Qualified available regular employees within the classification will be given first opportunity to perform temporary work that does not conflict with the employee's regular schedule.

C. "Substitutes" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid) including sick leave, vacation and during the period of time required to post and fill vacancies, or substitute drivers used on a per diem basis when regular drivers are not available.

D. Regular drivers are defined as persons employed by the school district that are assigned to a regularly scheduled twice a day route.

E. Except as provided in Article 12, Layoff and Recall, the normal regular school year employees will follow the student calendar and will be not less than the following. Parenthesis following classifications are explanatory; days are as defined in 2nd column for duration of agreement and will not be adjusted if teacher or student days change.

Classification	2018-2021
Secretarial (teacher work +15)	198.5
Office Clerk/Library Clerk (teacher work +5)	188.5
Paraprofessional (student attend. + 1 in August)	181
Technology Facilitator (Teacher work and 8)	191.5
Bus Driver (student attendance + 1 in August)	181
Food service Employees (student full attendance days + 1)	178
Sp. Ed. Bus Driver/Paraprofessional	*

* Work days shall be defined by the accommodating school districts as to the student's attendance days plus one.

Additional workdays, not to exceed 10 days, may be assigned in writing for classified positions at the discretion of the Central Administration.

The number of days defined in this article may be adjusted for school cancellations per Article 20.

F. An employee may work a flexible schedule to accommodate department/building job duties and responsibilities with prior approval from his/her immediate supervisor.

G. Bargaining unit members' work week shall be defined as Monday-Sunday.

ARTICLE 5 DISTRICT RIGHTS

All policies of the Board of Education as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions there from or revisions hereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

- (1) Manage and control the school's business, the equipment, the 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 of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, 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, evaluate employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- (4) Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein, and subcontracting.
- (5) Adopt reasonable rules and regulations.
- (6) Determine the qualifications of employees, including physical conditions.
- (7) Determine the location or relocation of its facilities, including the establishment or reallocations 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, services, maintenance or distribution of work, and the source of materials and supplies.
- (9) Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- (10) Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

- (11) Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- (12) To approve the means and methods of transportation, and the selection of vehicles and other transportation materials.
- (13) To determine bus assignments, and the duties and responsibilities of bus drivers.
- (14) On-going negotiations pertaining to language items will continue for the duration of the contract.

ARTICLE 6 ASSOCIATION RIGHTS AND SECURITY

A. The Board agrees to negotiate only with the Association for the duration of this Agreement, unless otherwise required by law. Nothing contained herein shall be construed to prohibit an individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with other terms of the Agreement providing that the Association has been given the opportunity to be present at such adjustment.

B. Members of the Association shall have the exclusive right to post notices of activities and matters of Association concern on bulletin boards provided by the Board in each building. The Association may use the District mail service, e-mail, and employee mailboxes for communications to employees.

C. The Association and its representatives shall have the right to use school buildings for Association business at all reasonable hours that do not interfere with or interrupt normal operations, upon approval of the building principal and/or building use coordinator. Such use shall be consistent with the district's established building use policy, including any fees for usage contained in the policy.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt school operations. When in a building, representatives shall check in and out of the office, per established district procedures for visitors. Association business shall not be conducted during the employee's work day, except in the case of a discipline or grievance issue. In instances where a discipline or grievance issue is conducted during work hours, there will be no loss of pay or time to the employee. Should it be necessary for a representative to leave their place of work in order to represent an employee in a disciplinary issue or for a grievance hearing, the representative shall notify their supervisor for prior approval and provide the name of the employee they are going to represent. The representative shall notify the supervisor upon their return to work.

E. Local Association members shall have the right to use school facilities and office equipment, including computer equipment, photocopying machines, other duplicating equipment, calculating machines, digital cameras, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall pay for any damage to such equipment beyond normal wear and tear.

F. Release of Information

In response to reasonable requests, the Board agrees to make available to the Association public information or such other available information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint. Such information shall be available in the form kept and shall include, but not be limited to:

1. Annual financial reports and audits;
2. Register of unit personnel;
3. Tentative budgetary requirements and allocations;
4. Agendas and minutes of all Board meetings; (except minutes from closed sessions)
5. Treasurer's reports;
6. Census and employee data;
7. Names and addresses of all employees; salaries paid thereto.

Such information as it is requested shall be provided in accordance with the Michigan Freedom of Information Act. The Association will pay expenses for producing such materials including but not limited to pro-rated salaries and current cost of materials.

G. Association Leave: At the beginning of every school year, the local Association shall be credited with a maximum of ten (10) days to be used by members of the local Association. The use of this leave is to be at the discretion of the Association President or designee. The Association agrees to notify the Board no less than one week in advance of taking such leaves. Such leave may only be taken when reimbursement is provided to the district in an amount equal to the employee's wages for any association leave used.

H. Support Staff Advisory Council: The executive committee of the association shall meet at least quarterly with administration representatives. The purpose of such meetings shall be to maintain open communication between support staff, administration, and Board, and to provide an advisory forum to address issues of work environment and district practices related to support staff personnel.

I. The rights referenced in this article are in addition to those provided by statute.

J. On-going negotiations pertaining to language items will continue for the duration of the contract.

ARTICLE 7 EMPLOYEE RIGHTS AND PROTECTION

A. Non-Discrimination

(1) Pursuant to the Public Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. The Employer agrees that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of:

- a. his/her membership in the Association;
- b. his/her participation in collective negotiations with the Employer;
- c. his/her institution of any grievance, complaint, or proceeding under this Agreement, or
- d. otherwise with respect to any terms or conditions of employment.

(2) The Board agrees that it will in no way discriminate against or between employees covered by this agreement because of their gender, age, race, color, national origin, religion, height, weight, sexual orientation, marital status, disability, English speaking ability or place of residence.

(3) The private and personal life of an employee is not within the appropriate concern or attention of the Employer, except when conduct may impact on the employee's job or the appropriateness of the employee's presence on the job.

B. Discipline

- (1) Non-probationary employees will not be disciplined or discharged without just cause. No employee shall be disciplined for arbitrary or capricious reasons.
- (2) Confirmation of discipline or discharge will be provided to the Association when time off or discharge is involved.
- (3) At the request of an employee, the employee will be permitted to have present a representative of the Association during any meeting which leads to or may lead to disciplinary action, or to refuse such representation, and to discuss his/her discipline or discharge with an Association representative. If during the course of a supervisory meeting, an employee who is meeting without association representation decides that they would like to have a representative with them, the meeting will be adjourned so that such representation may be obtained by the employee. At the request of the Association representative or employee, the supervisor will meet with the Association representative and employee prior to the employee being required to leave the facility in the instance of suspension or discharge, provided the offense is not of a nature which warrants prompt removal of the employee from the facility.
- (4) Any appeal regarding disciplinary action will be submitted to Level Two of the grievance procedure within five (5) calendar days.
- (5) Progressive discipline will normally be applied, except that serious misconduct may result in suspension or discharge as the first step (see 6). Progressive discipline is understood to entail progressive steps that may include verbal warning (documented), written warning, written reprimand, suspension, and termination.
- (6) By way of illustration - verbal or written warning need not be issued an employee before disciplinary action for the following types of offenses:
 - a. Dishonesty, theft, immorality, reckless driving, use of or under the influence of behavior affecting substance while on the job, or insubordination shall be cause for dismissal.
 - b. Absence from work without notification is cause for dismissal on the second occasion of this behavior within a school year.
 - c. Failure to return to work within the five (5) days following receipt of a recall from layoff notice shall be considered a resignation. Similarly, failure to return from an approved leave of absence on the specified date shall be deemed a resignation.
 - d. Refusal to submit to a breath analyzer or blood test administered by authorized officials when so requested by Superintendent upon suspicion of being under the influence of alcohol or illegal substances shall be cause for dismissal. Similarly driving while under the use of prescribed medication, which may cause impaired ability against the advice of a physician, shall be cause for dismissal.
 - e. The falsification of information in order to obtain a leave of absence shall be cause for dismissal.
 - f. The accumulation of six (6) points or more on a driver's personal driving record shall be cause for dismissal for employees whose job requires driving District vehicles.
 - g. Two (2) moving violations within one year while driving a bus by a driver will be cause for dismissal.
 - h. Permitting unauthorized riders on a bus may result in the dismissal of a driver. Riders who are authorized are as follows when approved by the administration:

- 1) Public and parochial students being transported to or from school.
- 2) Public and parochial students being transported to or from extra curricular activities.
- 3) Senior citizens on authorized trips.
- 4) Staff or other adults traveling as chaperones of students assigned by a school administrator in writing.
- 5) When on an extra trip a driver may include another adult on the bus with the approval of their supervisor.
- 6) Driver's children who are enrolled into Manchester Schools with the permission of the immediate supervisor. The Superintendent is the final authority and may remove a student at his/her discretion.

C. Omnibus Transportation Employee Testing Act of 1991

The following provisions will govern the testing of employees under the terms of Omnibus Transportation Employee Testing Act of 1991:

- (1) All testing for alcohol and controlled substances of covered employees will conform to the requirements of the Act and its regulations.
- (2) The time spent by drivers associated with random, reasonable suspicion and post-accident testing that is done during work hours will be paid at the regular rate of pay. Testing outside of normal work hours and time spent in in-service training will be paid at the extra trip rate.
- (3) The district will develop a standard form, which will be given to employees when they are directed for random testing.
- (4) If future changes are made in the policies and procedures, an in-service meeting will be held with covered employees to review the policy, procedures, and educational materials related to the implementation of the testing program and to answer employee questions.
- (5) On a one (1) time basis, any driver who voluntarily requests alcohol or substance abuse counseling or treatment through the school district before being tested or being requested to be tested, shall be placed on an unpaid leave of absence status and will be referred to a substance abuse professional subject to the following conditions:
 - a. The unpaid leave of absence will not exceed a period of six (6) months.
 - b. Within five (5) calendar days of the notice to the district, the driver must:
 - 1) Provide written notice to the district that he/she has contacted a substance abuse professional and has scheduled an appointment.
 - 2) The driver must sign a written release enabling the district and substance abuse professional(s) to communicate relative to the drivers ongoing status, treatment and requirements established by the agency for his/her continued treatment.
 - c. The driver may return to work upon five (5) days written notice at any time during the six (6) month period provided the substance abuse professional certifies the driver is free from drugs and alcohol.
 - d. Any and all costs associated with substance abuse counseling or treatment or follow-up testing shall be the responsibility of the employee. The employer shall not be responsible for any costs incurred by the employee for follow-up testing or substance abuse counseling or treatment.

A failure to be certified as capable of returning to work within the six (6) month period may result in the termination of employment status.

D. Due to the dangers associated with the use of equipment and motor vehicles, the district at its option may implement a random substance abuse testing protocol, and/or reasonable suspicion and/or post-accident testing,

for employees in other classifications (e.g. food service, maintenance and custodial, or any employees in positions for which student transportation in the scope of their work). Any district employee who in the scope of their work is involved in an accident may request post-accident testing. Such testing procedures will conform to the procedures outlined in 7.C. for transportation employees.

E. Files and Records

An employee will have the right to review the contents of all records pertaining to said employee originating after initial employment, excluding initial references and other information excluded under the employee Right-To-Know Act, Public Act No. 379 of 1978. The employee may have a representative of the Association accompany him/her in such review. The Board agrees that in the event a request is made by a third party for any personnel file contents, the Board will promptly notify the employee.

F. Assaults

Any case of assault, or assault and battery, upon an employee through the course of their employment shall be promptly reported to the Employer or designated representative. The Employer shall provide legal counsel to advise the employee of his rights and obligations with respect to such assault and shall render reasonable assistance to the employee, if upon investigation by the superintendent, the facts reveal that the employee was not responsible for provoking the assault.

ARTICLE 8 SENIORITY

A. Seniority

(1) Seniority shall be defined as the length of continuous service to the district within the following classifications from the employee's last date of hire and completion of the probationary period. Upon satisfactory completion of the probationary period, seniority shall be granted retroactive to the employee's last date of hire. Seniority shall accrue and shall be applied within the following classifications:

- | | |
|---|--|
| a. Secretary | g. Maintenance |
| b. Instructional Paraprofessional (classroom/
special education) | h. Bus Driver |
| c. Office Clerk, Library Media Clerk | i. Mechanic |
| d. Technology Facilitator | j. Food Service Employees, Driver |
| e. Custodial | k. Cook |
| | l. Special education bus
paraprofessional |
| f. Non-instructional Paraprofessional-
lunchroom, playground, mail carrier | |

Newly employed bus driver's seniority shall begin on date of hire.

Seniority shall not accrue while on layoff or on unpaid leave, except for the first six months of an approved unpaid personal illness leave.

An employee, who accepts a position in another classification, or in a non-bargaining unit position, will have his/her accrued seniority in his/her prior classification frozen.

(2) All newly hired employees shall serve a ninety (90) workday probationary period. Bus driver probationary period shall begin on the 1st day that the driver drives a run. An employee who transfers to another classification during their probationary period will remain a probationary employee until the

ninety (90) workday probationary period has elapsed. There shall be no seniority granted to probationary employees. In the event a probationary employee is absent, the probationary period shall be extended accordingly.

Probationary employees shall not be entitled to insurance benefits, leave days or holidays. Upon completion of the probationary period, employees shall be entitled to leave days and holidays. Insurance benefit eligibility is per Article 17.

Probationary employees are subject to discipline and dismissal with or without cause at the discretion of the district and shall have no recourse through the grievance procedure.

(3) In the event two employees have the same hire date, a tiebreaker meeting will be administered by the Administration utilizing a "luck of the draw" process with an Association president or his/her designee present. The luck of the draw process shall be a process mutually agreed upon by the Administration and Association. Following the tiebreaker meeting, the Administration will provide written notice of rank order of seniority to the Association for all affected employees.

(4) If management assigns an employee during their normal work period to assume the duties of another employee in a different classification, and such assignment lasts for more than 45 continuous work days, on the 46th day the employee will begin to accumulate seniority in the classification to which they were assigned.

B. Seniority List

The Employer shall prepare, maintain and electronically distribute the seniority list. The seniority list shall be prepared and posted conspicuously in all buildings of the district by December 1 of each year. A copy of the seniority list shall be furnished to the Association once per year. If there is no specific challenge to the accuracy of a prepared seniority list, after ten working days, that seniority list shall be considered the controlling seniority list for that contract year.

C. Loss of Seniority

Seniority shall be lost by an employee upon termination, resignation or retirement from the district.

ARTICLE 9 VACANCIES, TRANSFERS, PROMOTIONS

A. A vacancy shall be defined as any position, either newly created or a present position, that is not filled, and to which no absent regular employee has a right to return.

A transfer shall be defined as the reassignment of an employee from one position to another on either a temporary or permanent basis.

A promotion shall be defined as the transfer from a part-time position to a full-time position, or from a lower hourly rated position to a higher hourly rated position.

B. The Employer shall electronically distribute vacancies other than bus driver vacancies within the bargaining unit, post at the central office and in each building and at the bus garage. Interested personnel shall apply in writing within five (5) working days from the published date of the vacancy notice.

The Employer shall notify the Association President, Vice President, Secretary, Treasurer of vacancies occurring during the summer months, when school is not in session, by sending notice by U.S. mail or e-mail.

Any bargaining unit member desiring information on summer postings shall check the district web page and the e-mail address to which such notices are sent. Said posting shall contain the following information:

- | | | | |
|-----|----------------|-----|--------------------|
| (1) | Type of work | (4) | Rate of pay |
| (2) | Qualifications | (5) | Hours to be worked |
| (3) | Starting date | (6) | Classification |

C. Any employee possessing the qualifications to apply for the vacancy may do so. The Employer agrees to give due weight to seniority, past performance, qualifications and area of specialization.

1. Existing staff members with satisfactory performance evaluations who apply for a posted position for which they are qualified will be granted an interview in the formal interview process.
2. Part-time personnel already under contract will be granted the position provided they are qualified/certified and have received satisfactory evaluations before hiring outside.
3. Bargaining unit members not granted a vacant position for which they have applied shall be notified in writing of the reason(s) for not being selected.

D. Except in the event of a lateral move within classification, a successful internal applicant will be placed on thirty (30) workday trial period in the new position. During the trial period, the employee may be removed from the position based on unsatisfactory performance and will be returned to their former position if still in existence. During the trial period the employee may elect to return to their former position. At the Employer's option the employee's former position may be filled with substitute, temporary employees or students until the end of the trial period.

E. Any individual granted a position under this Article shall be prohibited from applying for another position for a period of nine (9) months from the effective date of assignment in the posted position. This prohibition shall not apply in instances where the position would constitute an increase in hourly pay rate or increase in hours for the affected employee.

F. Vacant positions to be filled will be posted at the time of the vacancy or when the employer becomes knowledgeable of the vacancy. The reassignment of bargaining unit personnel granted a position may be postponed at the District's option until the end of the school year if the reassignment occurs within the second (2nd) semester of the school year. In such instances, substitutes will be utilized to temporarily fill the position.

G. Bus driver vacancies will be filled in accordance with Article 10.

H. When an involuntary transfer change of assignment is invoked, the affected employee and the Association will be provided with reasons for the action.

ARTICLE 10 BUS RUN ASSIGNMENT PROCEDURE

A. Routes

The Employer shall establish the route for each run, including special and extra trips, and shall determine the approximate starting and completion time for each route.

B. Assignment of Runs

The assignment of vacancies shall be made through the bidding process on an annual basis to be done at an annual mandatory orientation/in-service meeting to be held five (5) work days prior to the start of school for students. Drivers must be present to bid on a run. Routes will be assigned on the basis of seniority, past performance, driving record, qualifications and area of specialization. Second vacancies, such as Kindergarten, Voc-Tech., Band, etc., will be bid separately at the annual meeting, first among those drivers who do not have a second run. A driver may not bid on a second run which conflicts with their other runs.

Before June 1, the district shall post known available temporary summer work. Vacancies for drivers or paraprofessionals will be filled by existing employees on the basis of seniority, past performance, driving record, qualifications, area of specialization, and past experience on the posted temporary summer work. Any employee taking temporary summer work must be available to work for the entire duration of the position taken. Temporary summer work is separate from school year work; days worked on temporary summer work will not be added to days worked during the school year for the purpose of vacation leave (Article 16) or insurance (Article 17) eligibility.

C. Permanent job openings after the annual meeting

- (1) The Administration may exercise the right to prohibit lateral movement from one regularly scheduled route to another, including special education routes.
- (2) A driver will be assigned to the route by the Administration.
- (3) All routes opened after the annual bid meeting and assigned to a driver will be posted for the bid process prior to the beginning of the succeeding school year.
- (4) If the vacancy is a second run, such as kindergarten, voc-tech, band, etc., the administration will assign a driver according to the following procedures:
 - a. The most senior driver without a second run such as kindergarten, voc-tech, band, etc., and his/her current scheduled assignment which is not in conflict with the schedule of the vacancy.
 - b. The most senior driver with a second run which does not conflict with the schedule of the vacancy.
 - c. The most senior driver that has a current schedule not in conflict with the schedule of the vacancy.
 - d. Probationary driver.
 - e. Substitute.
- (5) The Administration will not be expected to split any vacant or current routes of a driver. Routes, however, may be split at the discretion of the administration, if necessary, to secure driver.

D. Extra Trips

Extra trips are defined as educational field trips, extra curricular activities, etc. The following procedures shall apply to the assignment of drivers for these trips:

- (1) Drivers shall be listed alphabetically with the assignment to be offered on a rotating basis beginning five (5) work days before the start of school for students, and at beginning of alphabet.
- (2) A driver who chooses to pass his/her assignment, or who turns an assigned extra trip back in, must wait for a full rotation cycle for another assignment.

- (3) A driver who has a trip canceled or postponed shall have the right to the next available trip which does not conflict with a pre-assigned extra trip. Driver will be paid one (1) hour at the extra trip rate including pre and post trip responsibilities for showing up to drive a trip that was cancelled or postponed without prior notification to the driver.
- (4) The district is under no obligation to assign an extra trip to a driver when such an assignment might result in the driver earning overtime pay. Extra trips may be limited to those that cap a driver's total work time in a week at forty hours.
- (5) Trading of assigned extra trips is not permitted.
- (6) Extra trips will be posted at least five (5) days, if possible, prior to the scheduled event.
- (7) In the event that all regular drivers choose to pass or are unavailable, extra trips will be assigned to substitute drivers, or to regular drivers by inverse seniority.
- (8) Regular drivers will not be permitted to drive more than one (1) extra trip per day unless no other driver is available.
- (9) Reasonable expenses for meals and lodging will be reimbursed for drivers on overnight extra trips with the prior written approval of the Administration. If an extra trip requires that a driver be out of the school district through the noon and evening meal periods (12:00 and 6:30 PM) reimbursement will be made for each meal up to \$13.00. A receipt must be submitted for each meal to be reimbursed.
- (10) Unless directed otherwise, drivers are considered released from all duties during scheduled layover/downtime. Drivers will be paid at the negotiated "sit time" rate beginning fifteen (15) minutes after arrival at destination until fifteen (15) minutes before departure. The bus is expected to remain on site except for necessary travel in that local area for meals and/or rest rooms. Drivers will inform the head teacher/administrator of their location should an emergency occur and the students need to return earlier than planned.
- (11) Other employees may transport students in a vehicle other than a school bus. If a driver is not available.
- (12) The minimum pay for an extra trip will be one (1) hour at the extra trip rate including pre and post trip responsibilities.

Bus drivers notified at or after 5:00p.m. of a cancellation of any regular scheduled run the following day, will not suffer a loss of pay for the day and will be assigned to perform alternative work. If the bus driver is notified before 5:00 p.m. the driver will not be compensated.

This section will not apply to days covered by Article 20.

ARTICLE 11 SUBSTITUTE DRIVERS

A. Regular Run (AM/PM)

- (1) If a substitute is needed for an AM and/or PM regular run, regular drivers without an AM or PM regular run will be offered the opportunity to substitute (at their normal rate of pay) before securing a substitute from the substitute pool.

The run shall not be required to be split to accommodate a regular driver with only an AM or PM run.

- (2) The run may be split by the Administration if needed to secure substitutes.
- (3) With the exception of Bid Day, regular drivers shall be offered substitution opportunities based on an alphabetical rotation list. On Bid Day the offer shall be made based on seniority.

B. Special Education Run

- (1) Interested available regular driver (including probationary drivers) must sign up for substituting special education runs by the end of the 5th day of scheduled school at the beginning of the year and again five (5) days before the end of the first semester.
- (2) When a substitute is necessary, the regular driver that signs up will be contacted in alphabetical rotation.
- (3) The Administration shall not be required to split a run.
- (4) If regular drivers on the list are unable to substitute, the supervisor will attempt to secure a driver from the substitute pool.
- (5) The special education run may be split by the Administration if needed to secure a substitute.

C. Second Runs (Voc. Tech., Kindergarten and Band)

- (1) Interested available regular drivers (including probationary drivers) must sign up for substituting second runs such as voc-tech, kindergarten, band, etc. The driver must sign up by the end of the 5th day of scheduled school, at the beginning of the year and again five (5) days before the end of the first semester, if they do not have a conflict with their regular scheduled daily assignment.
- (2) When a substitute is necessary, the regular driver that signed up and does not have a conflict with their regular scheduled daily assignment will be contacted in alphabetical rotation.
- (3) If a regular driver on the list cannot be secured to substitute, the supervisor will attempt to secure a driver from the substitute pool.
- (4) The administration shall not be required to split a run. However, a run may be split by the administration if needed to secure a substitute.

D. Emergency Situations: If in an emergency situation, when a driver or substitute is needed within the hour, management may assign a driver (written explanation to Union President).

ARTICLE 12 LAYOFF AND RECALL

A. In the event of a layoff, the following procedure shall be utilized:

(1) Reassignment within classification:

In the event a reduction in staff is implemented, higher seniority employees in eliminated positions within the classification shall be reassigned for the remainder of the school year to the position held by the least senior person within the same classification, provided s/he is qualified to perform the work of the displaced person. At the end of the school year, in classifications where a staff reduction has been implemented, positions within a classification shall be reassigned based on seniority, provided persons have the qualifications to perform the work of less senior persons.

(2) Reassignment to another classification:

Reassignment to another classification shall be restricted to employees ineligible for reassignment under Section A(1) who have frozen seniority within another classification as defined in Article 8, Section A(1). Reassignment in such instances shall be implemented in the same manner as under Section A(1).

(3) A reduction in hours will not be construed as a layoff.

B. Employees scheduled to be laid off will receive ten (10) calendar day's notice of layoff. Such notice will not apply when the layoff is necessitated by work stoppages, or when the Board did not have advance knowledge of the need to lay off employees.

Laid off employees will be recalled in inverse order of layoff to vacancies within the classification from which they were laid off, or to classifications in which they have frozen seniority provided they are qualified. Recall rights are restricted to non-probationary employees, and only for a period of 36 months from the effective date of layoff, or length of seniority, whichever is less.

C. Employees will receive a minimum of seven (7) calendar day's notice of recall by certified or registered mail. Such notice will be forwarded to the employee's last known address. Failure to return shall be considered a voluntary resignation.

D. The layoff/recall procedure is subject to qualified employees remaining to perform the remaining work.

ARTICLE 13 PAID HOLIDAYS

A. General Provisions

(1) For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.

(2) An employee must work the entire regularly scheduled workday preceding and following the holiday in order to receive holiday pay.

(3) Probationary employees shall not be eligible for paid holidays.

(4) In the event a holiday falls during an approved vacation, the employee will receive holiday pay in lieu of vacation for that day.

- (5) In the event an employee is called in to work on a day when the employee is receiving holiday pay, the employee will receive his/her regular rate of pay for all hours worked in addition to the holiday pay.
- (6) In the event an employee is temporarily transferred into the position of an absent regular employee working more hours, the following shall apply in regard to holiday pay:
 - a. If it is initially known that the temporary transfer will be for a period of at least 46 working days, the temporarily transferred employee will receive holiday pay for the total hours per day regularly scheduled in the temporary assignment.
 - b. If it is not initially known that the temporary transfer will be for a period of at least 46 working days, the employee will receive holiday pay for the total hours per day regularly scheduled in their own regular assignment.
 - c. If it is not initially known that the temporary transfer will be for a period of at least 46 working days, but the temporary transfer subsequently becomes of at least 46 working days duration, the employee will receive holiday pay for the total hours per day regularly scheduled in the temporary assignment, effective from the first day of temporary transfer.
- (7)
 - a. An employee who is absent on the regularly scheduled work day before or the regularly schedule work day after a holiday due to legitimate use of sick leave as provided in Article A may have such absence excused by the Superintendent and not become ineligible for holiday pay.
 - b. In cases where the Employer suspects abuse of the paid leave provision by an employee, the Employer may request a doctor's statement verifying the illness/injury as a prerequisite for the employee to receive holiday pay.
 - c. An Employer request for a statement from appropriate person verifying the reason for the employee's absence in accordance with Article 14 A, Sections 1-6, as a prerequisite for the employee to receive holiday pay, or subsequent denial of holiday pay due to an unexcused absence on the regularly scheduled work day before or the regularly scheduled work day after a holiday, shall not be the subject of a grievance.

B. Employees working full-time in the following classifications will receive paid holidays in accordance with the following schedule. If school is in session during any of the below holidays, the District shall designate an alternative non-working day and non-paid day for which the employee shall receive pay. If no such day exists, then the employee shall receive additional pay for the equivalent of one day of pay for the holiday that is worked.

Custodians, Maintenance, Mechanic		Secretaries, Tech. Facilitator, Transportation Coordinator	
New Years Day	Thanksgiving	New Years Day	Christmas Day
MLK Day*	Day after Thanksgiving	MLK Day*	
Good Friday*	Christmas Eve	Memorial Day	
Memorial Day	Christmas Day	Labor Day	
July 4	Day after Christmas	Thanksgiving	
Labor Day	New Years Eve	Day after Thanksgiving	

*If MLK Day is ever a day off for teachers and students, support staff will be paid for the day.

C. Employees working part-time, and those not covered by Section B above, will receive paid holidays in accordance with the following schedule:

- MLK Day*
- Memorial Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Day

*If MLK Day is ever a day off for teachers and students, support staff will be paid for the day.

D. If the named day(s) shall occur on a weekend the Monday following will be the designated holiday unless that Monday is a school day, in which case the holiday time will be utilized immediately preceding the holiday weekend.

ARTICLE 14 PAID LEAVE DAYS

A. Sick Leave

- (1) At the beginning of each work year, bargaining unit members, as specified below, shall be credited with sick leave, the unused portion of which shall accumulate from year-to-year to the stated limitation.

Classification	Credit	Maximum
Mechanic	15 days	126 days
Custodian/Maintenance	15 days	126 days
Secretaries	15 days	126 days
Bus Drivers	9 days	60 days
Food Service	9 days	60 days
Office/Library Clerk	9 days	60 days
Paraprofessionals, etc	9 days	60 days
Technology Facilitator	9 days	60 days

- (2) Sick leave may be used for the following reasons:
- a. Personal illness
 - b. Critical illness in the immediate family. Spouse, Significant Other (as defined by Superintendent), Children, Parents, Parents-in-law, up to a maximum of fifteen (15) days per school year. Additional days may be permitted at the discretion of the Superintendent when substantiated by a physician.
 - c. Emergency illness in the family which requires the employee to make necessary arrangements for care, up to a maximum of five (5) days per year.
 - d. Three days will be granted in the case of death in the immediate family. In this instance "immediate family" shall be defined as parents, parents-in-law, brother, sister, brother-in-law or sister-in-law, grandparents, son-in-law or daughter-in-law, or grandchild.
 - e. Five days will be granted in the case of death of Spouse, Significant Other or child.
 - f. For funerals outside the "immediate family" one (1) day per occurrence may be used from the employee's accrued sick leave days to cover the employee's absence. The day may be granted on a first request basis, based on available coverage and approval by immediate supervisor. Documentation is required upon return.

(3) Sick Leave and Classifications

- a. An employee who transfers from one classification to another classification will carry with them any accumulated sick leave. The maximum accumulation limits, however, shall be observed. Any previously accumulated leave in excess of the maximum accumulation for the classification into which the employee transfers will be frozen. Such frozen leave will be available for use in the event the employee transfers back into the former classification. Unused frozen leave will be subject to the retirement pay provisions of Article 18, G.

Example: An employee with one thousand twelve and one half (1,012.5) accumulated sick leave hours transferring to a classification that allows a maximum of four hundred eighty (480) hours will carry four hundred eighty (480) hours into the new classification. Five hundred thirty two and one half (532.5) sick leave hours will be frozen.

- b. Employees working in more than one classification will accumulate sick leave to the maximum allowed by classification and will have sick leave deducted in accordance with absence from classification(s).

Examples:

1. An employee working in both a paraprofessional classification and a custodian classification will accumulate sick leave to a maximum of four hundred and eighty (480) hours as a paraprofessional and one thousand twelve and one half (1,012.5) hours as a custodian.
2. An employee working in both a paraprofessional classification and a custodian classification and who utilizes sick leave will have sick leave hours deducted from the respective accumulation in each classification from which absent.

B. Notification of illness should be made as soon as possible to the supervisor/designated personnel, but at least two (2) hours prior to report time.

C. Any employee whose personal illness extends beyond the time compensated under Article 14 may be placed on an unpaid leave. The employee must provide a physician's statement reflecting that the employee is unable to return to work. During the leave, the employee's position will be filled by a substitute. Upon notice from the employee's physician, that the employee is capable of returning to work and assuming his/her regular duties, the employee will be returned to his/her position. Reinstatement rights are expressly limited to a period of one (1) year from the last day the employee received a paid sick leave day at which time further employment rights shall terminate.

D. Requirement for Doctor's Statement: To help reduce abuse of sick leave, after an employee has had four (4) or more consecutive absences in a year, the District reserves the right to require a doctor's statement for each subsequent absence in the school year before additional sick leave use is approved. Exceptions for the purpose of computing the four (4) consecutive absence rule are injury compensable under the Michigan Worker's Compensation Act, time lost due to an illness or injury requiring hospitalization, and time that may be the result of a single extended absence. Furthermore, this provision shall not apply until the employee has been put on notice that he/she must comply with this provision for subsequent use of sick leave. Said doctor's statement shall be at the employee's expense.

E. Attendance

All bargaining unit members will be provided with an account of their sick leave semi-annually. A bargaining unit member who is employed six (6) or more hours per day, who does not use any of his/her individual sick

leave for one (1) semester for 10-month employees, or half year for 12 month employees, shall be paid the sum of \$100.00 in recognition of this perfect attendance. The payment will be made on the first pay period after the end of each semester or 6 month period. Employees working less than 6 hours a day, but more than two hours per day, with perfect attendance for a full semester will be paid the sum of \$50.00 per semester.

F. Personal Business

Personal business leave will be granted upon request up to two (2) days per year to be used for business. A day is defined as the number of hours that the employee typically works in a normal day. Personal business will be deducted in hours. These days may not be used immediately preceding or succeeding school vacation periods, or during the first five (5) days and the last five (5) days of the school year, except in emergency situations, nor shall these days be used for recreational vacation purposes or to seek other employment. These days shall not be accumulated from year to year. Any unused personal business days at the end of the school year shall be converted into the employee's accumulated sick leave bank. Requests for use of personal business days must be submitted 72 hours prior to the day requested, except for emergency situations. No more than five (5) employees in the bargaining unit or three (3) employees maximum from any one classification may be approved for leave at any time, except in emergency situations.

G. Sick and personal leave will be defined and taken in hours. A sick day or personal day is equal to the number of hours the employee typically works in a day. Sick and personal leave banks will be calculated based on schedules set in the fall; such banks will be updated for the new school year no later than October 31. Employees will be notified when sick and personal banks have been updated for the year, including accumulated sick days from prior years. Employees will have ten working days from such notice to question the days credited to them, after such time the district is not obligated to make adjustments for prior year accumulations. Sick and personal day banks will not be adjusted during the year for current year allocations, unless schedule changes are significant.

H. Jury Duty: A paid leave of absence shall be granted to an employee who is summoned and reports for jury duty for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work; provided, said employee pays to the Employer the daily jury duty fee paid by the court, excluding mileage, for each day involved; provided, said employee cooperates with the Board in seeking to get excused from jury duty; and provided further, said employee promptly reports back to his/her building for assignment on any day he/she is released from jury duty by 12 noon or earlier.

I. An employee subpoenaed in a judicial proceeding, other than a proceeding in which the Employer and the Association are opposing parties and the employee is subpoenaed by the Association, shall receive from the employer the difference between his/her base salary as computed on a daily basis and the daily witness fee paid by the court for each day on which he/she reports pursuant to the subpoena and on which he/she would otherwise have been scheduled to work.

J. An employee receiving payments under the Michigan Worker's Compensation Act, due to injury or illness incurred in the course of the employee's employment, may upon request receive the difference between his/her compensation and benefits received under the Act, with such difference being deducted from sick leave in the appropriate increment, for not more than a 24 month period.

K. Paid leave days will be taken in one (1) hour increments. Drivers' paid leave days will be taken in per-trip increments.

In the event an employee is temporarily transferred into the position of an absent regular employee working more hours, the following shall apply in regard to paid leave pay:

- (1) It is initially known that the temporary transfer will be for a period of at least 91 working days, the temporarily transferred employee will receive paid leave pay for the total hours per day regularly scheduled in the temporary assignment.
- (2) If it is not initially known that the temporary transfer will be for a period of at least 91 working days, the employee will receive paid leave pay for the total hours per day regularly scheduled in their own regular assignment.
- (3) If it is not initially known that the temporary transfer will be for a period of at least 91 working days, but the temporary transfer subsequently becomes of a least 91 working days duration, the employee will receive paid leave pay for the total hours per day regularly scheduled in the temporary assignment, effective from the first day of temporary transfer.

ARTICLE 15 UNPAID LEAVES

A. Any employee interested in applying for an unpaid leave of absence without pay or benefits must submit a written application to the Superintendent which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.

B. It is expressly understood that the right to grant or reject a leave request rests solely with the Superintendent. The denial of a leave request is not subject to the grievance procedure.

C. During an authorized leave of absence, the Employer reserves the right to fill the position of the absent regular employee with a substitute.

D. An employee whose personal illness or illness within the "Immediate Family" that extends beyond the period compensated may be granted a leave of absence, without pay, or benefits, for a period of time not to exceed one (1) school year. An employee returning from an extended personal leave may be required to obtain a physical at his/her own expense by an Employer appointed physician.

E. Parental leave may be granted without pay or benefits up to a maximum of one (1) year renewable at the discretion of the Superintendent. Parental leave will be available for either a woman who is pregnant or a man who has fathered an infant. It may also be available if the employee is adopting.

F. Leave of absence for military service shall be granted in accordance with Act 145 of 1943 as amended.

G. Other leaves of absences may be granted without pay or benefits at the discretion of the Superintendent. Requests for such leave must be submitted in writing indicating the purpose of the leave and the probable advantage to the school district.

H. An employee returning from a leave of absence shall be returned to the position and classification he/she held when the leave began, if the position is still in existence. At least fifteen (15) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.

I. Family and Medical Leave Act (FMLA): Eligible employees are entitled to benefits under the Family and Medical Leave Act of 1993 (FMLA), e.g., up to twelve (12) weeks of employer-paid insurance benefits. If paid leave as provided for in contract is both available and allowable, as defined in Articles 14A(2), 14F, and 16, an employee shall have the option of having such paid leave run concurrently with the FMLA leave. The decision to use accrued paid sick leave/personal leave/vacation for FMLA leave purposes will be made by the employee.

ARTICLE 16 VACATION

Employees regularly scheduled to work twelve months (52 weeks) per year shall be granted vacation in accordance with the provisions of this Article.

A. Vacation - Full Time Employees

- (1) During the first year of employment the employee shall earn vacation leave with pay at the rate of .59 day per month from their actual hire date. This time earned shall not exceed a total of seven (7) days.
- (2) Those employees with one (1) to three (3) years of employment from their seniority date will earn eight (8) days of vacation leave.
- (3) Those employees with three (3) to six (6) years of employment from their seniority date will earn thirteen (13) days of vacation leave.
- (4) Those employees with six (6) or more years of employment from their seniority date will earn seventeen (17) days of vacation leave.
- (5) The following illustrates an example of vacation leave accumulated: Employee: John Doe, Date of Hire: Sept. 1, 1984.

9-01-84 - 7-01-85	Accumulated Vacation Time - - - -	7 days
7-01-85 - 7-01-86	Vacation Time - - - - - - - - - -	8 days
7-01-86 - 7-01-87	Vacation Time - - - - - - - - - -	8 days
7-01-87 - 7-01-88	Vacation Time - - - - - - - - - -	13 days
7-01-88 - 7-01-89	Vacation Time - - - - - - - - - -	13 days
7-01-89 - 7-01-90	Vacation Time - - - - - - - - - -	13 days
7-01-90 - or more	Vacation Time - - - - - - - - - -	17 days
- (6) Vacation leave is earned during the year of employment and thus is available at the completion of a given year of employment. This time must be earned. Vacations must be scheduled with the approval of the Supervisor.
- (7) Vacation leave shall not be taken during:
 - a. The five (5) working days prior to a scheduled start of school (schedule date teachers are to report);
 - b. First five (5) work days school is in session;
 - c. Last five (5) work days school is in session at the end of the school year.
- (8) Vacation time is earned from July 1 until June 30 of each year. Vacation time earned must be used during the following July 1 to June 30 period. The District will pay out up to three (3) unused vacation days per year at their hourly rate. Any unused time above and beyond the three (3) days will not carry forward to the next year.

B. Vacation Leave - Part Time Employees

Part-time (52 week) employees will earn vacation time at a prorated level according to the number of hours they are employed in a year. The total number of work hours in a full year is 2,080 hours.

C. Unused Vacation

Persons who terminate their employment by resignation or retirement will be paid at their hourly rate for any vacation time currently available and vacation time earned for what would have been the next year of employment.

D. An employee will not earn vacation while absent without pay. Vacation will be prorated to reflect any unpaid day(s) during the year.

ARTICLE 17 INSURANCE

A. General Provisions:

- (1) The Employer reserves the right to select or change insurance administrators and/or underwriters during the term of this agreement. The determination to change insurance administrators and/or underwriters is not subject to the grievance procedure provided reasonably similar coverage is maintained in the conversion.
- (2) 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.
- (3) 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.
- (4) The Employer's sole responsibility under this Article is to pay insurance premiums on behalf of eligible employees and their eligible dependents.
- (5) The insurance plan(s) outlined in this Article are intended solely to identify the general framework of available plans and shall not be deemed in any fashion to restrict the Employer's rights under Section A (1) of this Article.

B. Health and Dental Insurance

- (1) To be eligible for health insurance coverage, the employee must be regularly scheduled to work seven (7) or more hours per day, 197.5 days or more per year, and be in such a position before June 30, 2008. All other employees who do not meet the eligibility may purchase insurance through the District if allowed by the insurance provider and at the rates established by the provider resulting in no cost to the district. Probationary and temporary employees shall not be eligible for insurance benefits.

After June 30, 2008, new employees, or existing employees who transfer into a new classification, and are regularly scheduled to work seven (7) or more hours per day, 197.5 days or more per year, shall only be eligible for single subscriber coverage. Employees who do not meet the eligibility may purchase health insurance and/or may purchase added coverage for dependents through the District, if allowed by the insurance provider and at the rates established by the provider resulting in no cost to the district. Probationary and temporary employees shall not be eligible for insurance benefits.

An employee who before June 30, 2008, worked in a position and was eligible for dependent health care coverage, but due to a reduction in hours lost such coverage, will be eligible for coverage as

outlined for employees in positions before June 30, 2008, if and when they return to their earlier status.

- (2) Employer Contribution: For benefits earned during the school year and provided to an employee from September 1 through August 31, the payment by the district of medical insurance, shall be limited to the state maximum hard cap. Amounts as of July 1, 2012 allocate \$5500 for single coverage, \$11000 for 2-Person coverage and \$15000 for Full Family Coverage. This amount may be adjusted for cost of living by the State of Michigan. Benefits will be prorated in the event an employee does not work for a full school year.
 - (3) MESSA plan coverages shall be determined by the Health Plan Purchasing Consortium Governing Board. This includes medical, dental, and vision.
 - (4) All full-time bargaining unit members will receive a \$20,000.00 term-life/AD&D policy. Part-time bargaining unit members will receive a \$10,000.00 term-life/AD&D policy.
 - (5) The district agrees to cover 100% for optical, dental, and term life benefits for all eligible members.
 - (6) Custodian/Maintenance, Mechanic and Secretarial employees who elect not to enroll in the health insurance will be eligible for a monthly cash stipend of \$135 under a qualified cafeteria plan.
 - (7) The Health Plan Purchasing Consortium shall recommend alternative insurance plans to the Board. (See Appendix A)
- B. Prohibition of Dual Coverage: It is understood that insurance coverage paid for by the District is not to provide double coverage for employees or their families. If an employee and/or family is covered under another policy, the employee shall elect which coverage to receive and must notify the District of the election. Each employee who receives health insurance shall sign a form stating that he/she is not insured through his/her spouse and acknowledging the ramification if such information is false. Falsification of information concerning double coverage may result in loss of insurance coverage for the employee for up to 12 months and disciplinary action up to and including discharge and/or repayment to the District of all monies expended during the period of time in which the employee was doubled covered.

ARTICLE 18 GENERAL PROVISIONS

- A. The Board will establish a Flexible Benefit Plan (FSA) in which non-probationary association members who have been employed by the district at least one full year may participate by self-funding medical or dependent care reimbursement accounts. Rules for participation in such a plan will be determined by plan documents in accord with I.R.S. regulations. A self-funding limit of \$2,000 will be established for medical care accounts.
- B. Employees scheduled to work at least five (5) hours per day shall receive at least a thirty (30) minute unpaid duty-free lunch period. Section B shall have no application to bus drivers.
- C. Employees shall receive one (1) fifteen (15) minute break for each four (4) hours worked. Section B shall have no application to bus drivers.

C. Care of Buses.

Drivers will be paid an extra fifteen (15) minutes per run in addition to route time for the purpose of checking safety items, cleaning and washing interior and exterior, and fueling buses. These tasks will be performed daily.

D. Special Education Paraprofessionals on special education bus runs.

Paraprofessionals hired as assistants on special education runs will be paid as prescribed in this agreement and will receive short term and extended leave benefits given special education drivers as provided in paid leave days.

The work year shall be as defined for special education drivers.

If in an emergency, a regular driver substitutes for a special education paraprofessional, he/she will be compensated at regular driver hourly rate for time lost on daily route. The balance of time as a paraprofessional he/she will receive special education paraprofessional hourly rate.

E. Overtime

Overtime shall be paid for all hours actually worked in excess of forty (40) hours in any work week, and shall be assigned in accordance with the provisions herein when the Employer determines to utilize overtime assignments.

- (1) Upon request of either the employer or employee an alternative work schedule may be established. Overtime for such alternative work week will be determined by hours worked weekly over forty (40) hours. If weekly hours exceed forty (40), all Saturday hours over forty (40) will be compensated at 1.5 times. Sunday and/or holiday hours over forty (40) will be compensated at double time.

Denial of establishing an alternate work week schedule by either party shall not be cause for disciplinary action, nor grounds to file a grievance.

If an alternative work week is not in effect normal provisions for overtime will prevail.

(2) Custodian Assignments

- a. In the event that it is necessary to schedule overtime work the custodians in the given building will be offered this work according to their seniority within the building.
- b. In the event that no custodian within the building desires the overtime the district custodial seniority list will be used to offer this overtime. If the overtime work is not part of a building assignment, the district custodial seniority list will be used.
- c. When all custodians have been offered overtime and have declined to accept it, maintenance employees will be offered the overtime. If maintenance employees decline the overtime, then the overtime will be offered to a custodial substitute. If no substitute can be secured to perform the work, then the overtime shall be assigned to the custodian with the least district-wide seniority.
- d. Employees who are required to work on a Sunday or holiday shall be paid double-time for all hours worked regardless of hours worked during his/her regular work week.

(3) Food Service Assignments

- a. Extra hours in the food service classification attributable to evening, weekend, summer activities or on unscheduled workdays during the school year, will be rotated within the food service classification.

- b. If additional food service workers are needed, district food service employees will be listed by seniority for the purposes of granting extra assignments. Assignments will be offered on a rotation basis starting with the highest seniority. If a cook or other specialized employee is needed, as determined by the district, the next highest seniority employee with the required skills will be used even though she/he may not be next in rotation. If bypassed, the employee will be offered the next assignment for which the employee is qualified.
 - c. In the event no employee accepts the extra hours, the District reserves the right to assign the extra hours to the first employee originally in rotation for the assignment.
 - d. If more than one food service employee is needed, the next employee on the seniority rotation list shall be offered the assignment.
 - e. Food service employees who choose to pass on an assignment must wait for a full rotation cycle for another assignment.
 - f. Trading of assigned catering assignments is not permitted. If the assigned employee is unable to perform the assignment, it shall be offered to the next employee on the rotation list.
- (4) Secretarial And Other Employee Assignments - Secretaries and other employees may be assigned to work overtime as directed by their supervisor, and such assignments shall not be subject to rotation. Secretaries and other employees will be paid time-and-one-half for all work over forty (40) hours in any one week.
- (5) Paid leave days and authorized paid layover time under this agreement will not be counted as hours worked for purposes of computing overtime.
- (6) The parties agree that an assignment requiring a shift extension immediately preceding or following an employee's shift on their regular assignment shall constitute a bona fide exception to the rotation system.
- (7) The provisions of this Article are not intended to restrict the employer's right to assign extra hours to employees who normally work less than forty (40) hours in a workweek. The employer may first add hours to employees normally scheduled for less than forty (40) hours in a workweek before incurring overtime with full-time employees.

F. Call Back

An employee who is called back to work, due to unforeseen circumstances, will be paid for a minimum of one hour, or for the actual time worked, whichever is greater. Time worked will be from the time the employee arrives at the work site until the time the employee leaves the work site.

A bus driver called back to drive an extra trip already in progress, due to a breakdown or other emergency, will receive the "extra-trip" rate for all hours worked to finish the extra trip.

G. Retirement Pay

An employee who retires and submits evidence to the Superintendent that he/she has applied for and is immediately eligible to receive either a monthly retirement allowance from Social Security system or from the Michigan Public School Employees Retirement Systems shall receive, upon retirement, an amount equivalent to \$7.00 per hour of unused sick leave.

An employee who qualifies for retirement pay pursuant to Article 18, G, will receive the specified amount per day of unused sick leave, with no compounding effect, up to the greatest maximum accumulation allowed.

Example:

- (1) An employee working in both a paraprofessional classification and a custodian classification at the time the employee retires, will receive amount per day of unused sick leave up to a maximum of 1012.5 hours.
- (2) An employee working in both a paraprofessional classification and a food service classification at the time the employee retires, will receive amount per day of unused sick leave up to a maximum of 480 hours.

Above payments shall be paid in one payment payable to the employee or through payment to a 403(b) plan in employee's name, based on the employee's preference.

H. In the event an employee is required to use his/her own vehicle for approved school district business, he/she will be reimbursed at the IRS rate.

I. The Employer reserves the right to schedule optional paid meetings for in-service training and other purposes outside of contracted days as necessary.

J. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being, to the extent specified by MIOSHA Rules and Regulations.

K. The Employer shall provide to the employee:

- (1) Reimbursement for the cost of the licenses/certification, including renewal, required for the employee to perform his/her job or position. (This provision is not to be construed to include prerequisite formal education or apprenticeship required for licensing). There shall be no reimbursement for a failed attempt to obtain a license or renewal of a license.
- (2) Reimbursement for any seminars, workshops or other job related conferences in which the bargaining unit members are required to participate.

L. Mechanic and maintenance employees will be required to provide their own basic tools. In the event one of these tools should become worn out or should break, it may be turned in for a replacement purchased by the school district.

M. Drivers shall possess and maintain good physical and mental health in order to perform at a satisfactory level. A physical when required by the Board of Education will be at the Employer expense according to the procedures outlined by the State of Michigan. A driver shall have the right to obtain a second medical opinion/examination at his or her own expense. This second opinion may be considered during a determination of the driver's employment status. An examination must be obtained from an Employer approved physician.

N. Mentor Program

- (1) Every new ESP employee will be assigned a mentor for his or her first year of employment.
- (2) Any bargaining unit member assigned as a mentor shall be an active bargaining member who has been employed for 5 years or more. They must be engaged in work areas that have similar responsibilities.

(3) Mentors will receive a \$200.00 stipend for the school year. It is the expectation that the mentor and mentee will meet for no fewer than 10 hours. Documentation of dates, times and topics of meetings must be presented to administration in order to receive stipend.

(4) Topics to be covered by mentor to be determined collaboratively with union representative and administration.

(5) Should a conflict arise between mentor and mentee, either party may notify the administration and a new mentor will be assigned by administration.

O. If a paraprofessional is transferred during the school year to another paraprofessional position, or if a new paraprofessional is hired for a paraprofessional position after the school year has started, a minimum of one day of job shadowing will be provided, if at all possible.

ARTICLE 19 GRIEVANCE PROCEDURE

A. A grievance shall be a claim by either an employee or the Association of a violation, misinterpretation or misapplication of the expressed terms of the Master Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- (1) The termination of services of or failure to re-employ any probationary employee.
- (2) It is further agreed that a grievance shall be deemed abandoned if the grievant(s) files a claim or complaint or otherwise seeks remedial action regarding the matter grieved in any forum established by law or by regulation having the force of law.

B. The term "days" as used herein shall mean employer working days. Time limits provided in this Article shall be strictly observed, but may be extended by written mutual agreement.

C. Written grievances as required herein shall contain the following:

- (1) It shall be signed by the grievant or grievants;
- (2) It shall be specific;
- (3) It shall contain a synopsis of the facts giving rise to the alleged violation;
- (4) It shall cite the section or subsections of this contract;
- (5) It shall contain the date of the alleged violation;
- (6) It shall specify the relief requested;

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

D. *Level One:* An employee believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence or knowledge of the alleged occurrence of a latent violation orally discuss the grievance with the employee's immediate supervisor in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two: A copy of the written grievance shall be filed with the immediate supervisor as specified in Level One. Within ten (10) days of receipt of the grievance, the immediate supervisor shall advise the Superintendent or his designated representative, in writing, of his disposition of the grievance and transmit copies of same to the Association and the grievant. If no decision is rendered within ten (10) days of filing of the written grievance at Level Two or the decision of the supervisor is unsatisfactory to the grievant, the grievant may proceed within ten (10) days to Level Three by filing a written appeal.

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Level Three: A copy of the written appeal shall be filed with the Superintendent or his designated representative as specified in Level Two with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the appeal, the Superintendent or his designated representative shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the appeal. Within ten (10) days of the discussion, the Superintendent or his designated representative shall render his decision in writing, transmitting a copy of same to the grievant and the Association and place a copy of same in a permanent file in his office.

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Level Four: If the Superintendent, the aggrieved employee and the Association shall be unable to resolve any grievance and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) days after the decision of the Superintendent be appealed by the Association to the Board of Education. Such appeal shall be in writing and shall be delivered to District Administrative Office for the attention of the Board President within said ten (10) day period, and if not so delivered, the grievance shall be considered abandoned. Within ten (10) days of receiving an appeal to the Board of Education, a grievance hearing shall be held by the Board as part of a regular Board meeting, or, as needed, a special meeting of the Board. Upon mutual agreement of the Association and Board President, the 10 days may be extended so as to allow the grievance to be reviewed on a scheduled Board meeting date. Within ten (10) days of the Board grievance hearing, the Board shall act on the grievance (such action may occur in the same meeting as the hearing). The Board or their designated representative shall render the Board's decision in writing within 10 days of such action, transmitting a copy of same to the grievant and the Association and place a copy of same in a permanent file in his office.

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Level Five: If the Board of Education, the aggrieved employee and the Association shall be unable to resolve any grievance and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) days after the decision of the Board of Education be appealed by the Association to arbitration. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Superintendent within said ten (10) day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator within ten (10) working days he shall be selected according to the rules of the American Arbitration Association, which shall also govern the arbitration proceedings.

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Neither party may raise a new defense or ground in such arbitration proceeding not previously raised or disclosed at other written levels. The Employer and the Association shall not be permitted to insert in such arbitration proceeding any evidence not previously disclosed to the other party. Expedited arbitration shall be employed upon mutual agreement by both parties.

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The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan School Code or any other laws. The arbitrator shall not usurp the functions of the Employer or the proper exercise of its judgment and discretion under law and this agreement. Nor shall the arbitrator have any power to interpret state or federal law, or to hear any grievance previously barred from the scope of the grievance procedure.

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- I. If school is dismissed early due to snow, ice, or a mechanical malfunction and personnel covered by this Agreement are required to work, the employees shall be compensated at their regular hourly rate for time worked. Employees who lose hours in such situations will be allowed to make up the time missed under the direction of their immediate supervisor, if work is available.
- J. If school is delayed by fog, ice and/or other acts of God, the Administration will inform employees of the time they need to report to work. Employees who lose hours by this action will be allowed to make up the time under the direction of their immediate supervisor, if work is available.

ARTICLE 21 STRIKES AND LOCKOUTS

A. Strikes

The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike action as said term is defined by the Public Employment Relations Act.

B. Lockouts

The Employer also agrees that it will not lock out any employee during the term of this Agreement.

ARTICLE 22 SCOPE, WAIVER, ALTERATION

A. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all conflicting prior practices, policies, rules and regulations, whether oral or written, expresses all obligations imposed upon the Employer and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Severability

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.

C. Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The Employer shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects or matters.

ARTICLE 23 – COMPENSATION

A. The salaries for bargaining unit members covered by this Agreement are set forth in Schedule A which is attached to and made part of this Agreement.

B. Employees shall be paid on a bi-weekly basis.

C. Movement from one step level to the next shall occur July 1st of every year except during an employee's first year where it will occur on their anniversary date.

D. Employees whose work shift does not end on a full or half hour shall have their time rounded up to the next quarter hour for the purposes of pay. *Example:* An employee scheduled from 8:30 a.m. to 9:08 a.m. shall be paid from 8:30 a.m. to 9:15 a.m.

ARTICLE 24 - FOOD SERVICE PERSONNEL

If additional time is required for food service employees to complete their assigned duties or additional time for cleaning kitchen equipment the food services supervisor will be notified for the approval of additional hours.

The Association and the District shall meet to discuss any issues, which change the working conditions of food service employees due to changes in the food service program.

ARTICLE 25 - DURATION OF AGREEMENT

A. Term of Agreement

This Agreement shall become effective upon ratification (ESP ratified on June 28, 2018 and Board ratified on June 28, 2018). This will be a 3-year contract with salary reopeners for 2019/2020 and 2020/2021 school years if the enrollment threshold is not met.

B. Successor Negotiations

At any time within ninety (90) days prior to the termination date of this Agreement either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement. If an agreement on renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

C. Opening of Contract: If the Board reaches an agreement with another collective bargaining unit that conveys to that group compensation better than those in this agreement.

ARTICLE 26 - SCHEDULE A - WAGES

Except as set forth in the paragraph below, any employee assigned during their normal work period to assume the duties of another employee, will be paid the probationary rate of pay for the classification into which the employee was assigned or their own rate of pay, on the same pay schedule on which the employee who is so assigned is placed, whichever is higher.

As it related to such reassignments between pay classifications within the food service department, a food service employee will be paid at the probationary rate in the new pay classification or at a rate which is twenty-five (25) cents per hour more than the employee's regular rate of pay, whichever is higher.

Movement on Scale

As of July 1, 2018 all employees previously on the A-2 Scale will be moved to the corresponding step on the Scale below. All employees previously on the A-1 Scale will move down one step.

At any time during this contract if the MCS District enrollment (end of year count) increases by 10 or more students from the 2017-2018 end of year count all support staff members will receive a one-step movement on the scale.

Longevity

For any employee that has reached the 15 year step will receive an additional longevity payment of \$300.00 annually on June 30.

SCHEDULE WAGES FOR EMPLOYEES		
Classification	Step	2018-19 Rate
Secretary	Probation	13.63
	0	13.63
	1st year	14.10
	2nd year	14.56
	3rd year	15.04
	4th year	15.51
	5th year	15.96
	10th year	16.16
	15th year	16.36
	Paraprofessional (Special Ed. Bus Para.)	Probation
0		11.02
1st year		11.26
2nd year		11.49
3rd year		11.72
4th year		11.96
5th year		12.22
10th year		12.42
15th year		12.63
Instructional Paraprofessional (Office, Library Clerk, Classroom & Sp. Ed.)		Probation
	0	10.68
	1st year	10.77
	2nd year	10.91
	3rd year	11.01
	4th year	11.13
	5th year	11.21
	10th year	11.41
	15th year	11.61

Non-Instructional Paraprofessional (Lunchroom, Playground, Mail Carrier)	Probation	10.10
	0	10.10
	1st year	10.19
	2nd year	10.29
	3rd year	10.42
	4th year	10.51
	5th year	10.61
	10th year	10.81
	15th year	11.01
Technology Facilitator	Probation	12.58
	0	12.58
	1st year	13.28
	2nd year	13.41
	3rd year	13.56
	4th year	13.69
	5th year	13.82
	10th year	14.02
	15th year	14.22
Custodial /Maintenance Aide	Probation	12.97
	0	12.97
	1st year	13.47
	2nd year	13.99
	3rd year	14.48
	4th year	14.97
	5th year	15.50
	10th year	15.70
	15th year	15.91
Transportation: (Bus Drivers)	Probation	15.50
	0	15.50
	1st year	15.91
	2nd year	16.31
	3rd year	16.73
	4th year	17.14
	5th year	17.58
	10th year	17.78
	15th year	17.99
	Extra Trips	13.97
	Sit Time	10.00
(Mechanic)	Probation	17.83
	0	17.83

	1st year	18.20
	2nd year	18.61
	3rd year	18.96
	4th year	19.34
	5th year	19.77
	10th year	19.97
	15th year	20.17
Food Service: (Employee/Driver)	Probation	10.89
	0	10.89
	1st year	11.14
	2nd year	11.35
	3rd year	11.57
	4th year	11.81
	5th year	12.06
	10th year	12.26
	15th year	12.46
(Cook)	Probation	11.19
	0	11.19
	1st year	11.46
	2nd year	11.80
	3rd year	12.13
	4th year	12.46
	5th year	12.80
	10th year	13.00
	15th year	13.35
ASL Signing Assistant, Social Work Technician, Transportation Coordinator	Probation	15.50
<i>From end of probationary period to one year anniversary date.</i>	0	15.50
	1st year	15.63
	2nd year	15.71
	3rd year	15.85
	4th year	16.02
	5th year	16.14
	10th year	16.44
	15th year	16.74

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

MESPA:

By 
President

By _____
President Elect

By 
MESPA Representative

BOARD OF EDUCATION:

By 
President

By 
Vice-President

By 
Chief Negotiator

Dated this 28 Day of June 2018.