

**C O L L E C T I V E
B A R G A I N I N G
A G R E E M E N T**

BETWEEN

CASSOPOLIS PUBLIC SCHOOLS

AND

**CASSOPOLIS SERVICE EMPLOYEE
ASSOCIATION, MEA/NEA**

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THIS AGREEMENT, made as of the date hereafter set forth by and between the CASSOPOLIS PUBLIC SCHOOLS, Cass County, Michigan, Acting by and through its Board of Education (hereafter called the "Employer") and CASSOPOLIS SERVICE EMPLOYEES ASSOCIATION, MEA/NEA (hereafter called the "Association"),

WITNESSETH:

ARTICLE 1

PURPOSE AND RECOGNITION

- 1.1000 Purpose** The purpose of this Agreement is to set forth the wages, hours and terms and conditions of employment for Employees in the bargaining unit as defined below.
- 1.2000 Recognition** The Employer, pursuant to the certification of the Michigan Employment Relations Commission dated September 13, 1977, recognizes the Association as the exclusive representative of all the Employees in the bargaining unit in respect to rates of pay, wages, hours of employment, and other conditions of employment.
- 1.3000 Employee Defined** The word "Employee" as used herein shall mean all full-time and regular part-time office and clerical Employees, custodians, maintenance personnel, mechanics, cafeteria workers, paraprofessionals, bus drivers and special education drivers; excluding administrators, teachers, substitutes, confidential Employees, payroll administrator, supervisory Employees and all other Employees.
- 1.4000 Limitations** The purposes for which recognition is granted shall conform to the provisions of applicable law, including, but not limited to, the Public Employment Relations Act, as amended.

ARTICLE 2

EMPLOYER RIGHTS AND RESPONSIBILITIES

- 2.1000 Management Rights** The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education, Board of Education minutes, or powers which have been properly exercised by it, shall be limited only by the express provisions of this Agreement and shall remain in full force and effect, unless changed by the Employer. Any additions, subtractions or revisions, as may be made by the Employer from time to time, shall be limited only by the express provisions of this Agreement and shall remain in full force and effect unless changed by the Employer. The Employer reserves all rights, powers and privileges inherent in it or conferred upon it from any source, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Employer shall be limited but only as specifically limited by express provisions of this Agreement and under Act 336 of the Michigan Public Acts as amended, shall include by way of illustration and not by way of limitation, the right to:
- 2.1100 Adopt reasonable rules and regulations; manage and control the schools' business, equipment, and operations; and direct the working forces and affairs of the Employer.
 - 2.1200 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 and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
 - 2.1300 Direct the working forces, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or extra duties to Employees, determine the size of the work force and to lay off Employees in compliance with the express terms of this Agreement.
 - 2.1400 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 all aspects of instruction, automation thereof or changes therein, the institution of new and/or improved methods or changes therein limited only by the express terms of this Agreement.
 - 2.1500 Determine the qualifications of Employees, based on non-arbitrary and capricious standards; and determine the testing and training of Employees.
 - 2.1600 Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions

thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

2.1700 Determine the placement of operations, production, services, maintenance, or distribution of work, and the source of materials and supplies.

2.1800 Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

2.1900 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.

2.2000 Employer Cooperation The Employer agrees to cooperate with the Association in the application of this Agreement and further agrees that it will not engage in any lockout or related activity.

ARTICLE 3

ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 3.1000 Association Rights** The Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:
- 3.1100 Meeting Facilities The use of school facilities at reasonable hours for meetings, provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities. The Association agrees to abide by the rules and regulations established by the Employer for use of school facilities.
 - 3.1200 Bulletin Boards The use of designated bulletin boards, or sections thereof, for the purpose of giving notice of Association activities, however, that in no event shall controversial matter or anything derogatory to the Employer or any Employee be placed or be allowed to remain on such bulletin boards. No Association materials of any kind shall be displayed on or about the physical facilities of the Employer except on designated bulletin boards. The Association may use intra-district mail services to distribute Association materials provided such materials are signed by an Association officer.
 - 3.1300 State Association Representatives Duly authorized representatives of the State Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. The representative shall check in with the administration prior to the transaction of such business.
 - 3.1400 Association Representatives Employees shall be represented by stewards/MEA staff who shall be regular Employees of the bargaining unit. There shall be six (6) stewards. Should it become necessary for a steward to attend a meeting called by management during working hours said steward shall do so without loss of pay.
 - 3.1500 Association Dues and Service Fees
 - 3.1510 Association Membership Each bargaining unit member, as a condition of employment, (1) on or before ten (10) days from the date of completing the probationary period or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association.
 - 3.1520 Association Members Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

- 3.1530 Service Fee Payers Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA policy and procedures regarding objections to political-ideological expenditures. The remedies set forth in the policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- 3.1540 Non-Payment of Dues or Service Fees If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the Employer shall deduct that amount from the bargaining unit member's wages and remit same to the Association.
- 3.1541 Should involuntary payroll deduction become legally disallowed the Employer shall, at written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Section is just cause for discharge from employment.
- 3.1550 Payroll Deduction Upon written authorization by a bargaining unit member or pursuant to Section 3.1540 of this Agreement, the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. Following the receipt of the written authorization from the bargaining unit member of the Association, the deductions will be made in equal amounts from the second paycheck of the month, beginning in September and continuing through June. Moneys so deducted will be transmitted to the Association, or its designee, no later than three (3) days following each deduction. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Agency Shop provision, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- 3.1551 The Employer gives timely notice of such action to the Association and permits the Association intervention as party if it so desires, and
- 3.1552 The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

- 3.1560 Other Deductions Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for benefit programs not fully Employer-paid, credit union, savings bonds, annuities, charitable donations or any other plans or programs jointly approved by the Association and Employer.
- 3.1570 The Employer and the Association recognize that every Employee shall have the right, pursuant to the Michigan Employment Relations Act, to freely organize, join and support an organization for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Employer and Association undertake and agree that they will not directly or indirectly discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by the Act or other laws, that they will not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in an organization, participation in any activities of that organization or collective professional negotiations with the Employer or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 3.1580 Religious Belief Any Employee who evidences to the Association that he/she is a member of a church whose long-standing teaching have historically forbidden the joining or supporting of a labor union (or similar organization) and who has such a personal religious conviction himself, shall, so as to show good faith in view of the fact that other non members of the Association must pay a service fee, agree to make a contribution as hereinafter provided. Such Employee shall pay a sum established by the Association to a nonunion, non-religious charitable organization mutually agreed upon by the Employer and the Association, furnishing a copy of the receipt thereof to the Association. The Employee may authorize a payroll deduction in the same manner as provided in (d) above. In the event an Employee shall not pay such sum directly to the charitable organization or authorize payment through payroll deductions, the Employer shall, pursuant to MCLA 408.477; and at the request of the Association, deduct the service fee from the Employee's wages and remit same to the Association pursuant to Section 3.1560 above.
- 3.1590 The Association agrees to indemnify and save the Employer harmless from and against any and all claims, suits and or other form of liability that may arise out of or by reason of any action taken by the Employer in reliance upon or in compliance with the terms and provisions of this Article.

- 3.2000 Association Responsibilities** The Association shall have, in addition to other responsibilities expressly set forth herein or provide by law, the following responsibilities:
- 3.2100 Association Representative The Association shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.
- 3.2200 Concerted Activities The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer.
- 3.2300 Association Activities Except by the express agreement of the Employer, the performance of the duties of an Employee shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the Association from having such reasonable contact with members of the Association as shall be necessary to ascertain that the terms of this Agreement are being observed.
- 3.3000 Personnel Files** An Employee shall have the right to review the contents of all records, excluding initial reference, of the district pertaining to said Employee originating after initial employment and to have a representative of the Association accompany him/her in such review. All adverse material including complaints, letters of reprimand and evaluations shall be removed from the personnel file five (5) years after their issuance provided the Employee requests the item(s) to be removed. The parties acknowledge that MCL 380.1230B prohibits the removal from any personnel file, any documentation related to “unprofessional conduct.”
- 3.4000 Complaints** No material, including but not limited to complaints, originating after initial employment will be placed in an Employee's personnel file unless the Employee has had the opportunity to review the material. Complaints against the Employee shall be put in writing with names of complainant and administrative action taken. The Employee may submit a written response within twenty (20) days regarding any material in the file which will be attached to the file copy of the material being responded to.
- 3.5000 Assault** Any case of physical assault upon an Employee while the Employee is on official legitimate school business shall be reported within three (3) days to the Employer or its designated representative. The Employee may obtain legal counsel concerning his/her rights and obligations with respect to such assault. The Employer will provide reimbursement of up to \$300 for such legal fees.
- 3.6000 Personal Property Loss** In the event of destruction of an Employee's personal property directly attributable to the performance of his/her legitimate official school business, the Employee may within three (3) days of such event petition the Employer through the

Superintendent for consideration of remuneration. The decision of the Employer as to the extent of its obligation shall be final.

3.7000 Student Discipline The Employer shall, to the extent practical and possible, support and assist Employees with respect to the maintenance of control and discipline of students in the Employee's assigned work area. Custodial and maintenance Employees shall not be required to supervise students in the normal course of their employment, except in cases of emergency.

3.8000 Administering Medication Bargaining unit members may be required to administer medication to pupils when the following conditions are met:

3.8100 Board of Education policy 5330 is complied with.

3.8200 The Employer shall provide liability insurance coverage to bargaining unit members to the same extent provided teachers.

3.8300 All members authorized to administer medication or treatment will receive annual training on Board of Education policy 5330 and the Superintendent's guidelines, as well as appropriate procedures for administering the medication or treatment. Training will be updated as necessitated by changes in the law or Board of Education policy.

ARTICLE 4

WORK SCHEDULE AND DUTIES, COMPENSATION AND BENEFITS

- 4.1000 Regular Compensation** The basic compensation of each Employee shall be set forth on Schedule A.
- 4.2000 Other Compensation** Any Employee conducting out-of-district school related business that exceeds five hours shall be reimbursed up to \$12 per meal. Claims for reimbursement for meals must be accompanied by a restaurant receipt which includes the name of the restaurant and date of purchase. Mileage to conduct school business shall be reimbursed at the current IRS rate.
- 4.3000 Overtime Compensation**
- 4.3100 Computation An Employee shall be entitled to receive overtime compensation at the rate of one and one-half (1-1/2) times his/her regular rate of pay for hours worked in excess of forty (40) hours during a work week, Monday through Saturday. For hours worked on Sundays and scheduled holidays, Employee(s) shall be paid at the rate of double time, provided that none of the above work is regularly scheduled. For Employees regularly working scheduled overtime on Saturdays, Sundays and scheduled holidays, however, such work shall be paid at the rate of time and one-half their hourly rate for such hours worked in excess of forty (40) hours during a work week including not more than sixteen (16) hours during which the Employee is on authorized absence (excluding vacation). Compensatory time off may be given (in the same period earned) instead of overtime pay if mutually agreeable to the Employer and the Employee. Such compensatory time shall be at the rate of time and one-half.
- 4.3200 Overtime Scheduling Overtime work shall be as scheduled by the Employer and, except in the case of an emergency, must be authorized by the Employer in advance. The Employer shall assign overtime on a rotational basis within the department. If departmental rotation cannot satisfy the need of the Employer, overtime shall be assigned within the bargaining unit according to seniority among qualified Employees. Overtime hours not worked by an Employee, when requested, shall be counted as hours worked for the purposes of overtime scheduling. The Employer agrees that the regularly scheduled workweek of Employees shall not be rescheduled solely to avoid the payment of overtime. Overtime shall be recorded by management and an overtime chart shall be made available to the Association.
- 4.3210 If no one volunteers for overtime, then overtime may be assigned in inverse order of seniority on a rotating basis within the department, or within the building when applicable. When the supervisor determines that there is a need for overtime to be assigned involuntarily, such assignments shall be made as soon as is practicable. Except in an

emergency, such assignments will be made by 12:00 Noon on the day(s) the work is to be done.

4.3220 In the event of an emergency or an unanticipated condition, volunteers will be solicited from those Employees in the department who are most readily available. In the event there are no volunteers, the overtime assignment order will be applied to the Employees in the department readily available beginning with the least senior.

4.4000 Substitutes The Employer will hire substitutes during the absence of regular Employees if the administration determines that one is necessary. The work of the absent Employee may be offered to other Employees regularly assigned to that department and building. If those Employees refuse the work, it may be offered to Employees in that department at other buildings. Duties of the absent Employee may be assigned to Employees working. In case of conflict between normal and assigned duties, the immediate supervisor will indicate the priority of work to be done during the shift.

4.4100 If the Employer determines that a substitute will be hired for an absent Employee the work will be offered to a regular Employee scheduled to work less hours that day. This will be done on a rotating seniority basis providing this does not cause the Employer to pay overtime (unless otherwise determined by the Employer as in the first paragraph of Section 4.4000 above) and the Employee is qualified to do the work. This will be done according to building and department and shall be recorded by management on a chart which shall be made available to the Association. Should the Employee move into a higher classification he/she shall be paid at his/her regular rate or the probationary rate of the classification, whichever is greater. A substitute may be assigned a position from which the Employee moved, if the Employer deems it necessary. There will be only 1 displacement and this shall not apply to bus drivers.

4.4200 If an Employee is temporarily *assigned* to fill a vacancy in a higher classification by the Employer, the Employee will be paid according to his/her current step at the pay scale of the higher classification. If an Employee is temporarily *assigned* to fill a vacancy in a lower classification by the Employer, the Employee will be paid at his/her regular rate of pay.

4.5000 Breaks

4.5100 Lunch Breaks All Employees working at least five (5) consecutive hours per day shall be entitled to an unpaid, duty free, lunch period of 30 minutes. Certain Employees, due to the nature of their assignment may be required to be "on call" during their lunch period. In such cases, affected Employees will be scheduled for a 30 minute paid lunch period as part of their normal 8-hour shift.

4.5200 Relief Breaks All Employees working six (6) or more hours shall be entitled to two (2) fifteen-(15) minute paid relief breaks per shift. Employees working at least three (3) but less than six (6) shall be entitled to one (1) relief break per shift.

4.6000 Benefits The Employer shall provide benefits as set forth on Schedule B.

4.7000 Deductions The Employer shall have the right to deduct from the pay of each Employee such amounts as may be required by law and as may be due the Employer from the Employee, together with such additional sums as may be mutually agreed upon by the Employer and the Employee.

4.8000 Bus Driver Assignments

4.8100 The District will have regular route drivers (i.e., K-12 regular route, single run drivers, the vocational education run, and the alternative education route). Employees will be on site and available for assigned routes/duties, unless released by the transportation supervisor. The intent is that regular drivers will drive an A.M. and P.M. run and will be on duty for at least five (5) hours per school day. Assigned time will include but not be limited to, driving time, fueling, pre-post bus inspections, cleaning, bus misconduct processing, and viewing videos. Those drivers that may be assigned a mid-day driving assignment will receive a minimum of one (1) hour for their mid-day driving assignment.

4.8110 The transportation supervisor will notify the drivers in writing of their daily starting and ending times.

4.8120 At the beginning of each month the transportation supervisor will notify the driver in writing if there is a change in their starting and ending times.

4.8200 The hourly rate will be per Schedule A of the Collective Bargaining Agreement, (i.e., CBA).

4.8300 Extra trips will be assigned per the CBA. There shall be no overtime allowed any driver, (i.e., +40 hours/week), without the prior authorization of the Superintendent or the superintendent's designee. Extra trip pay shall be per the CBA.

4.8400 The Employer agrees, if requested, to meet and confer with the Association on November 1st and March 1st regarding the operational impact of this Section (4.8000) of the CBA. Each side agrees to submit to the other, five days before each meeting, any matters, issues, concerns, or questions it plans to present.

4.8500 Any routes beyond the stipulated will have driver compensation per the terms of the current CBA.

4.9000 Instructional Paraprofessionals as Substitute Teachers

- 4.9100 The Employer and the Association acknowledge that on occasion, when a regular certified teacher is not in his/her regular assignment, the district may be unable to secure a fully certified substitute teacher.
- 4.9200 In such a circumstance, the parties agree that an instructional paraprofessional may be asked to supervise the students and teaching station assigned to the absent certified teacher.
- 4.9300 Such assignment will be offered, based on seniority, from within the teacher's building on a rotating basis.
- 4.9400 If no instructional paraprofessional willingly wishes to supervise the students on the day no substitute teacher is available, the principal has the right to assign a paraprofessional to the duty. Such assignment will be made on a reverse rotation beginning with the least senioreed instructional paraprofessional. There shall be no disciplinary actions if previous conflicting commitments are verified.
- 4.9500 The Employer and the Association agree that the instructor of record for the circumstance that is basis of this Section (4.9000) of the Collective Bargaining Agreement is the building principal.
- 4.9600 The principal will direct the activities of both the instructional paraprofessional and the students.
- 4.9700 It is agreed that the principal, or an agent of the principal, will visit the classroom often during the school day (i.e., no less than four times).
- 4.9800 Paraprofessionals that accept or are assigned the duty that is the subject of this Section (4.9000) of the Collective Bargaining Agreement will be paid their regular rate plus a \$2/hour differential for all hours worked on the referenced day(s).

ARTICLE 5

SENIORITY

- 5.1000 Probationary Period** A new Employee shall be in a probationary status for the first sixty-(60) workdays (including paid holidays) of active employment. There shall be no seniority for probationary Employees, and such Employees, including laid-off, suspended, or discharged probationary Employees, shall have no recourse to the terms of this Agreement, except that upon completion of the above sixty (60) days, said Employees shall be entitled to the fringe benefits allowed herein. Probationary Employees shall be paid for holidays provided in this Agreement scheduled during the probationary period. All Employees hired after the effective date of this Agreement shall have a seniority date that shall be sixty (60) days prior to the completion of their probationary period. Any absence dates shall not be counted toward the completion of the sixty-(60) day probationary period.
- 5.2000 Seniority Defined** Upon the satisfactory completion of the probationary period, seniority shall be determined in accordance with the following guidelines:
- 5.2100 Departmental An Employee's departmental seniority shall be defined as his/her continuous length of service since he/she last entered the department in which he/she is employed on a regular and permanent basis by hire or bid. For purposes of this Section, "department" is defined as work units in 13.1250.
- 5.2200 Unit-Wide An Employee's unit-wide seniority shall be defined as his/her length of continuous service with the Employer since his/her last hiring date as a regular Employee.
- 5.3000 Seniority Lists** The Employer shall prepare and maintain seniority lists as defined in this Article. The initial seniority list(s) shall be prepared October 1st of each year for seniority as of September 15th and copies shall be furnished to the Association. The Association shall notify the Employer of any error with appropriate documentation within fifteen (15) days from and after receipt thereof. If the Association does not notify the Employer within said fifteen (15) days, the seniority list will be considered final and accepted by the Association.
- 5.4000 Loss of Seniority** Seniority shall be lost if the Employee:
- 5.4100 Voluntarily quits or resigns;
- 5.4200 Is discharged and the discharge is not reversed through the procedure set forth in this Agreement;
- 5.4300 Retires;
- 5.4400 Leaves the bargaining unit while remaining as a district Employee;

- 5.4500 Abandons his/her position (following three consecutive days of absence without leave); or
- 5.4600 Otherwise terminates his/her employment relationship with the Employer.
- 5.4700 Has not been recalled within one (1) year of layoff.

ARTICLE 6

VACANCIES AND JOB OPENINGS

- 6.1000 Vacancy Definition** A vacancy shall be defined as a newly created position or a present position that the Employer intends to fill.
- 6.1100 Bargaining unit positions which are expected to exist not longer than thirty (30) workdays shall be considered as temporary.
- 6.1200 Temporary positions need not be posted nor does the person filling the position become a member of the bargaining unit.
- 6.1300 If, however, the position is either expected to exist longer than thirty (30) workdays, or, in fact, does exist longer than thirty (30) workdays, it shall be posted as a vacancy according to subsequent Sections of Article 6.
- 6.2000 Posting of Vacancies** All vacancies shall be posted on the Association bulletin board in each building of the district for a period of seven (7) workdays. Interested Employees may apply in writing to the Superintendent or designee within the posting period. Summer vacancies shall be posted for a period of ten (10) days. The Association president will be notified of all summer vacancies on the day the vacancy is posted. Posting shall contain a job title, Schedule A classification, job location, anticipated number of days and hours, and essential skills.
- 6.3000 Bidding** Any Employee in the unit may bid for a vacancy. If an Employee is absent from work, which absence is authorized pursuant to Article 8, the Association shall have the right to submit a bid in writing on behalf of the Employee within the posting period.
- 6.4000 Selection** Except as herein provided, transfers and promotions within the bargaining unit shall be made by the Employer on the basis of ability and unit-wide seniority. The position shall be awarded to the most senior Employee who has the qualifications and skills necessary to perform the duties of the vacant position. The most senior Employee in the Department in which the vacancy exists who has the requisite skills and qualifications shall be given preference. The Employer reserves the right to verify minimum qualifications and skills before awarding the position, which may include but not be limited to skill testing of Employees. If the vacancy is not filled by bidding, the Employer shall have the right to employ a new hire.
- 6.5000 Trial Period** The successful applicant shall be granted a trial period of thirty (30) workdays, provided that an Employee who demonstrates a clear lack of ability to learn the job, or where safety and health are involved, may be removed sooner. If the Employee fails to perform satisfactorily in the new classification or position during the trial period or provides written notice to the Employer of a desire to return to his/her former classification or position, he/she shall be returned to his/her former classification or position and rate of pay without any loss of seniority.

6.6000 Compensation The Employee shall be entitled to receive during the trial period the rate of pay designated for the new classification or position.

6.6100 If an Employee moves into a higher classification (i.e., a classification with a higher rate of pay) he/she shall not suffer a reduction in pay but shall be placed on the step with the pay rate closest to his/her former step which will give the Employee a pay increase.

6.6200 Should an Employee voluntarily move into a lower paid classification, he/she shall be placed at the same experience step in the lower classification as he/she held in the higher paid classification.

6.6300 No Employee shall suffer a reduction in vacation time due to movement into a higher classification.

6.7000 Other Transfers Nothing herein shall limit the right of the Employer to temporarily transfer or promote an Employee for a period not to exceed sixty (60) days, nor to transfer or promote an Employee who had not applied for such transfer or promotion, if in the opinion of the Employer there shall be no qualified applicants. An Employee who has been temporarily transferred shall receive the rate of pay designated for such position, provided that such rate is higher than his/her former rate.

6.8000 Bidding Limitations The Employer shall not be required to transfer an Employee more than once during a twelve-(12) month period but employees can apply for posted vacancies at any time.

ARTICLE 7

LAYOFF AND RECALL

- 7.1000 Determination** If the number of Employees shall be in excess of the current requirements of the Employer, the Employer shall have the right to reduce the number of Employees. Compensation and fringe benefits shall be suspended during any periods of layoff.
- 7.2000 Notice of Layoff** The Employer shall give ten (10) days written notice of layoff to the Employee(s) affected.
- 7.3000 Layoff Procedure** When the Employer determines that layoff(s) or other reduction in staffing (days, hours, etc.) is necessary, a laid-off Employee shall have the right to utilize his/her seniority in his/her department, and displace a less senior Employee in his/her department, provided that there shall be qualified Employees remaining to meet the requirements of the Employer. A laid-off Employee shall have the right to displace a less senior Employee in another department, provided he/she has the necessary seniority in that department, and is qualified to perform the duties of the displaced Employee. In no event, however, shall there be more than one (1) displacement of an Employee with less seniority per laid-off Employee. It is expressly understood that retention of departmental seniority in department(s) other than that which the Employee is working only applies to this Article.
- 7.3100 In the event of layoff, Employee(s) on leave who the Employer determines may be directly affected by the layoff shall be notified by mail by the Employer.
- 7.3200 When a position is eliminated and is later reinstated, the Employee transferred out of his/her department shall be offered his/her departmental position before it is posted.
- 7.3300 In the event there is a reduction in the hours or days for a certain position, the person affected shall be allowed to use seniority to bump a person with less seniority who has equal or greater annual hours, as provided for in this Section of this Agreement.
- 7.3400 Any individual who is displaced due to elimination of his/her job shall have the right to use seniority to bump into another position, as provided for in this Section of this Agreement.
- 7.3500 Laid-off, as used in this Agreement, shall be defined as being out of work or having a reduction in days or hours.
- 7.3600 An individual whose position is eliminated or who is laid-off or bumped under this Article during the school year shall have three (3) school days to exercise his/her bumping rights or five (5) workdays if during the summer recess. The

employer may verify receipt of the notice through certified mail or mail returned as undeliverable, unless prior arrangements are made with central office.

- 7.4000 Order of Recall** The Employer shall recall Employees in the inverse order in which they were laid-off, within their respective departments, provided that the most senior Employee so recalled is qualified to perform the duties of the position to be staffed.
- 7.5000 Notice of Recall** The Employer shall give written notice of recall from layoff by personal service or by sending a certified letter to the Employee at his/her last known address. If the Employee fails to report for work within five (5) days from the date of the receipt of such notice of recall or personal service thereof, unless an extension is granted in writing by the Employer, the Employee shall be considered as a voluntary quit and shall thereby automatically terminate his/her employment relationship with the Employer. The Employer may verify receipt of the recall notice through certified mail or mail returned as undeliverable, unless prior arrangements are made with Central Office. The obligation of the Employer to recall a laid-off Employee shall terminate twelve (12) months following such layoff.
- 7.6000 Change of Address** It shall be the responsibility of each Employee to notify the Employer of any change of address. The Employee's address as it appears on the Employer's record shall be conclusive.

ARTICLE 8

AUTHORIZED ABSENCE

8.1000 Sick Leave Upon the completion of the initial sixty (60) days worked of the probationary period, each full-time twelve (12) month Employee shall be granted twelve (12) sick days each school year, and extended school year Employees shall be granted ten (10) sick days at the beginning of each fiscal year--(1) day of sick leave for each month of employment. The sick leave allowance of regular part-time Employees shall be reduced proportionately. Sick leave shall be administered in accordance with the following guidelines, namely:

8.1100 Use Sick Leave may be used for:

8.1110 Any physical or mental condition which disables an Employee preventing him/her from performing his/her assigned duties, excluding any condition compensable by Workers' Compensation.

8.1120 Any communicable disease which would be hazardous to the health of students or other Employees.

8.1130 Physical examinations or medical treatment which cannot reasonably be scheduled during scheduled vacation periods or outside of the Employee's regular workday.

8.1140 Funeral leave to the extent hereinafter provided.

8.1150 Up to four (4) days per year may be used for the illness of an Employee's spouse, child, legal dependent, or parent. More than four days for family illness may be used if prior approval is granted by the Employee's supervisor. All requests for more than four days must be accompanied by a note from a physician documenting the family member's illness.

8.1200 Sick Leave Accumulation Employees may accumulate sick leave up to ninety (90) days. The amount of unused leave for each Employee shall be certified by the Employer at least each twelve-(12) months. For Employees that have accumulated the maximum ninety (90) sick leave days; the Employees who begin a month with ninety (90) accumulated sick days will be paid \$75 per month when the Employee uses no sick days during that month. Any and all payments will be made after June 30. No payments for unused sick leave shall be made (except as outlined in Schedule A). Any excess days used will be deducted from the Employee's final paycheck.

8.1300 General Procedures Sick leave shall be allocated in hourly increments, shall be charged against working days only, and shall cease to accumulate during such period as the Employee is on vacation or a leave of absence, laid off, receiving

Worker's Compensation or disability insurance benefits, or otherwise not regularly providing services to the Employer.

8.2000 Funeral Leave

8.2100 Immediate Family If a member of the immediate family of the Employee shall die and the Employee attends the funeral of such person, he/she shall be entitled to four (4) day's leave with pay, if reasonably required, which days shall not be charged against sick leave. Immediate family shall be defined as follows: spouse, children, stepchildren, father, mother, brother, sister, grandparent or grandchild of the Employee or any relative permanently residing in the Employee's household.

8.2200 Others The Employee shall be entitled to one (1) day's leave with pay per year, which day shall not be charged against sick leave, to attend the funeral of any other relative or in-laws. There shall be no carryover of such days from year to year. The Employee shall be entitled to one (1) day's leave with pay, which day shall be charged against sick leave, to attend the funeral of any other relative, in-law or other individual.

8.3000 Personal Business Leaves All Employees covered by this Agreement shall be allowed two (2) personal business leave days per year with pay deducted from sick leave. The Employer may impose reasonable restrictions on any leave requested for a working day immediately before or after a holiday, weekend or vacation. Personal business leaves are limited to (a) business that cannot be transacted any other time or (b) emergency situations.

8.4000 Jury Leave An Employee who is subpoenaed to appear for jury service or to give testimony before any judicial or governmental tribunal shall be entitled to receive regular compensation, less any fees paid. The Employee shall provide verification of jury/witness service and shall return to his/her duties whenever his/her attendance in Court is not actually required.

8.5000 Meritorious Leave The Employer upon the written request of an Employee may grant an unpaid leave for reasons of general health, family emergencies, military service or other reasons deemed meritorious by the Employer. The Employer may require substantiating evidence for granting or renewing a leave.

8.6000 Health and Disability Leave The Employer upon the written requested of an Employee shall grant up to a ninety (90) day unpaid leave of absence to allow an Employee to recover from a personal illness or disability provided said Employee has exhausted his/her personal sick leave credits. Such leave may be extended or renewed at the Employer's discretion.

8.7000.1 Association Days. At the beginning of the school year, the Association shall be credited with six (6) days, with no more than two (2) days granted per person and a limit of two (2) persons with the exception of the president being allowed three (3) days at the discretion of the Business Manager or designee. The Association agrees to request such days no less than three-(3) calendar days in advance and shall reimburse the district for any substitute costs.

ARTICLE 9

EMPLOYEE CONDUCT AND DISCIPLINE

- 9.1000 Employee Conduct** Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each Employee, it is recognized that they include the following:
- 9.1100 The performance of all duties with reasonable diligence and in a workmanlike manner.
 - 9.1200 The prompt notification of the Employer of any physical or mental condition of the Employee which may temporarily or permanently impair the ability of the Employee to adequately discharge his/her responsibilities.
 - 9.1300 The prompt notification of the Employer of any defective condition in the physical facilities of the District which may cause injury or damage, or which may be required in order to provide proper maintenance.
 - 9.1400 The prompt notification of the Employer of any misuse, abuse, or illegal use of any of the physical facilities of the District for which the Employee has responsibility.
 - 9.1500 The compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement.
 - 9.1600 The avoidance of tardiness or absence, including the reasonable anticipation of any event which will necessarily result in tardiness or absence, and the prompt reporting of any such tardiness or absence to the Employer.
 - 9.1700 The avoidance of outside employment or other competing activities which may reasonably impair the ability of an Employee to adequately discharge his/her duties.
 - 9.1800 The avoidance of any activity which is contrary to the best interests of the Employer and its responsibility to the public for the education, safety and well-being of students and other persons who may use its facilities, and for the proper preservation of public property.
 - 9.1900 The Employer and the Association agree that chronic absence cannot be condoned. An Employee suspected of excessive absence or abuse of any excused leave shall be provided notice by the administration in a meeting with the Employee and, at the Employee's request, an Association representative.

Subsequent to receiving notice, the Employee will be required to correct their absenteeism or provide satisfactory medical certification or other satisfactory justification for the absenteeism. Failure to correct excessive absenteeism or abuse of leave time shall constitute just cause for progressive discipline. For administration purposes, a written record of a verbal warning will be maintained by the Employer.

9.2000 Disciplinary Action Upon the completion of the probationary period, an Employee shall not be reprimanded, suspended, demoted or discharged without just cause. Just cause shall include, but not be limited to, the failure of an Employee to discharge his/her responsibilities or to maintain proper standards of conduct. The discipline shall be determined by the Employer and may include an oral or written reprimand, suspension, demotion, or discharge. Any Employee or group of Employees called into any meeting for the purpose of discipline may request the presence of an authorized Association representative, and such request shall not be denied.

9.2100 The Association agrees that the Employer has just cause to discharge any Employee who is convicted of a felony or high court misdemeanor.

ARTICLE 10

GRIEVANCE PROCEDURE

10.1000 Grievance Levels

- 10.1100 Informal Adjustment Prior to filing a written grievance, the grievant shall meet with the immediate supervisor within ten (10) days of the event for the purpose of attempting to adjust such alleged grievance without further proceedings. An Employee shall state that this is the informal adjustment step within the grievance procedure. An Employee may assert his/her legal right to present such grievance directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and provided further that the Association is given the opportunity to be present at such adjustment.
- 10.1200 Written Grievance If the grievance is not satisfactorily resolved at the informal conference, the Grievant shall have five (5) days within which to file a written grievance, which grievance shall include:
- 10.1210 An identification of the grievant(s),
 - 10.1220 The date of the event,
 - 10.1230 The specific facts upon which the grievance is based,
 - 10.1240 The applicable portion(s) of the Agreement to be interpreted,
 - 10.1250 The specific relief requested,
 - 10.1260 The date of the grievance, and
 - 10.1270 The signature of the grievant.
 - 10.1280 A reply shall be filed within ten (10) days from the receipt of the written grievance.
- 10.1300 Formal Conference If the reply is not satisfactory and a request is made within five (5) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The purpose of such formal conference shall be to seek a positive and constructive disposition of the grievance and to avoid the necessity for further proceedings. Any mutual agreement as to the disposition of the grievance shall be in writing. If the parties are unable to reach agreement, the Employer shall file a reply within ten (10) days after the completion of the formal conference unless both parties during the

course of the conference request that the conference be adjourned and reconvened with a State Mediator.

10.1400 Arbitration If the grievance is not satisfactorily resolved at the formal conference, the grievance shall be submitted to arbitration if such request is made within ten (10) days from the receipt of the conference reply. Arbitration shall be conducted in accordance with the following guidelines, namely:

10.1410 The American Arbitration Association, in accord with its rules, which shall likewise govern the arbitration proceeding, shall select an arbitrator.

10.1420 The Employer and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

10.1430 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

10.1440 Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

10.1450 The rules of evidence, as applied, in a non-jury civil case in Circuit Court shall be followed as far as practicable, but the arbitrator may admit and give probative effect to evidence of a type commonly relied upon by reasonably prudent men in the conduct of their affairs. Irrelevant, immaterial or unduly repetitious evidence may be excluded.

10.1460 The arbitrator shall render his/her written decision within thirty (30) days from the conclusions of the hearing, unless extended by mutual agreement of the parties, which decision shall separately set forth his/her specific findings of fact, conclusions and decisions.

10.1470 Either party shall have the right within ten (10) days from the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and the law, provided, however, that if application is not made within such time the decision of the arbitrator shall be binding.

10.2000 General Procedures

10.2100 Definitions As used in this Article, the word:

- 10.2110 "Party" includes the Employer, the Association, and an Employee or group of Employees.
- 10.2120 "Grievant" means the Association or Employee filing the grievance. If a grievant is an Employee, he/she shall have the right to personally attend each conference or hearing and/or have an authorized representative present.
- 10.2130 "Event" means the act or omission which the grievant alleges violates one or more provisions of the Agreement.
- 10.2140 A "grievance" shall be defined as an alleged violation of the terms or provisions of Agreement.
- 10.2200 Form of Action All grievances, replies and requests shall be in writing and shall be filed with each party.
- 10.2300 Exclusions The grievance procedure shall not apply to:
- 10.2310 Any grievance concerning which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a grievant shall have one (1) remedy only.
- 10.2320 Any discipline or discharge of a probationary Employee.
- 10.2330 Any provision of the Agreement which contains an express exclusion from this procedure.
- 10.2400 Other Grievances Either party may require that all grievances involving the same event be combined in one (1) grievance proceeding.
- 10.2500 Withdrawals and Denials Any grievance which is not filed or any request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.
- 10.2600 Time and Place of Proceedings All proceedings shall be conducted in such manner as to be least disruptive to the operation of the Employer's activities.
- 10.2700 Cost The expenses and fees of the arbitrator and the American Arbitration Association shall be paid by the loser.
- 10.2800 Contract Termination The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

ARTICLE 11

BUS DRIVERS AND RELIEF DRIVERS

11.1000 Driver Compensation

- 11.1100 Meals for trips/sports trips that exceed five (5) hours will be reimbursed as necessary, up to \$12 per meal. Meals will be reimbursed only if a meal ticket is turned in to the Transportation office no later than five (5) workdays after the expense is incurred.
- 11.1200 When Bus/Relief Drivers are required to attend schools, drivers will be paid for attending such schooling at the rate of \$10 per hour per schooling hour attended. Expenses for meals incurred by a driver during such attendance will be reimbursed at the rate set forth herein. Also, if the Employer does not provide a vehicle to transport drivers to such school, then mileage will be reimbursed at the IRS rate.
- 11.1300 Drivers shall sweep out their assigned bus at least once a day. Drivers shall hose down the inside and wash the outside of their assigned bus once each month. Except for the month of July and August, drivers will be paid \$15 per month for the herein mentioned cleaning.
- 11.1400 Drivers will be compensated for the following assignments, if completed, at the rate of \$10 per hour.
- 11.1410 Orientation Day
 - 11.1420 Map Day and Cleanup
 - 11.1430 Road Test & Written Test
- 11.1500 The Employer shall, for each driver/mechanic, pay the cost for one successful road test physical exam. The Employee will be paid his/her hourly rate for the time necessary for the physical exam, provided that the physical exam was scheduled at the request of the Employer. The district shall also pay for driver/mechanics renewal license and training required to maintain their Commercial Drivers License or to meet any other State or Federal requirements. Any additional road tests due to points or other driving violations shall be the responsibility of the driver.
- 11.1600 For required district in-service training, drivers will be compensated at \$10 per hour.

11.2000 Establishment of Run Time

11.2100 At the beginning of each school year, the Employer shall establish the run time for each route on which the hourly driving time shall be paid. The Employee has the right to have a repeat time study if the Employee disagrees with the established run time. The Employee must request the repeat time study within ten (10) working days of the day they become aware of the run time established by the Employer. No more than one additional time study can be requested by either party per semester.

11.3000 Regular Route Bidding

11.3100 Bus drivers/relief drivers will bid on regular routes with seniority being the deciding factor. This bidding will take place once a year before the opening of school.

11.4000 Trip Rates

11.4100 Pay for trips other than regular daily runs including vans, shall be at \$10 per hour. Pay for any trip that interferes with a driver's normal schedule shall be at such rate so that the driver shall suffer no loss in compensation for said trip.

11.4200 Any trip in excess of 150 miles, one (1) way, and trips to Chicago will have one (1) additional driver. If there are no volunteers, one will be assigned. Additional drivers shall be paid \$10 per hour when not driving, and at the regular trip rate when driving. Participation as an additional driver shall not affect a driver's standing on the rotation list.

11.5000 Posting and Bidding Trips

11.5100 Extra-curricular school activities and sport trips shall be posted in the driver's break room by the Transportation Supervisor or an Administrator for one week periods. Bus drivers will have twenty-four (24) hours to indicate their choice of trips after they are posted.

11.5200 The district will maintain a trip rotation list for extra-curricular school activities and a separate list for sport trips. Seniority rotation will be calculated on a continuous rotation. If a driver turns down a trip, they will not be eligible for a trip until the rotation begins again.

11.5210 Regular drivers who have A.M. and P.M. assignments and desire to have a mid-day assignment or mid-day trips may declare their availability for such mid-day assignments. Drivers who have other obligations during the mid-day may declare themselves unavailable for mid-day assignments. Mid-day assignments will be made from the available driver list. The provisions contained in 11.5300 will not apply to mid-day assignments for those drivers who have declared themselves unavailable. However, before applying the provisions of 11.5300 to the available driver list, Administration will offer the assignment to unavailable mid-day drivers.

- 11.5300 Upon unavailability of a regular driver (bargaining unit) for extra-curricular school activities or sport trips, the district shall have the right to ask a probationary, relief, or substitute driver. If a probationary, relief, or substitute driver declines an extra-curricular school activities or sport trip the district shall have the right to assign the run to a regular/probationary/relief driver. In the case of the latter, the assignment process shall proceed through the most recent seniority list in reverse order.
- 11.5400 If an emergency situation occurs, where a normal posting procedure cannot be done or where no bus, probationary or relief driver signs up for a trip, the Employer shall have the right to assign drivers to trips on a rotating basis starting with the least senior driver moving toward the most senior driver.
- 11.5500 If a driver is informed by the Transportation Supervisor that they are to be on call, the driver will be paid minimum wage during the “on call” period.

11.6000 Summer Transportation Trip Assignments

- 11.6100 All long-term summer transportation will be considered a summer transportation assignment (STA) and will be subject to bid. Bidding will occur on a single date prior to the beginning of summer or as additional STA’s are identified. Employees who have bid and accepted a STA shall not be eligible to bid on future conflicting assignments. Single or intermittently assigned trips are not considered STA’s and shall be paid at the Field Trip rate (11.4100).
- 11.6200 Pay for STA’s will be at the Employee’s current rate of pay.
- 11.6300 Summer trips will be handled under normal trip procedures.

ARTICLE 12

MISCELLANEOUS

12.1000 Cafeteria Personnel

- 12.1100 Cafeteria personnel who work outside their normal day or during vacation periods will be reimbursed at their regular hourly rate.
- 12.1200 Bidding for this temporary cafeteria work shall be done in the same manner as the bus drivers. If a worker turns down an opportunity for this work, they will be moved to the bottom of the list. The District has the right to assign personnel if no one agrees to accept the work.
- 12.1300 The District agrees to give the cafeteria personnel as much advance notice as possible of work outside the normal day or during vacation periods.

12.2000 General Duties

- 12.2100 The general duties of each Employee shall include those activities within the Employee's work classification which may from time-to-time be assigned by the Employer.
- 12.2200 In the event the Employer reduces the hours within a classification, unless the reduction is the result of economic necessity as determined by the Employer, the Employer shall first attempt to effectuate the reduction through layoff. If this is not feasible, assignment to the positions reduced shall be in accordance with classification seniority. Should an Employee's hours be reduced to a point where they will experience a reduction in fringe benefits, they will be given thirty (30) days notice before the benefits are actually reduced.
- 12.2300 All service Employees who are not full year Employees shall be given priority for any temporary summer employment in the district so long as it does not reduce present bargaining unit work performed by bargaining unit members in those classifications. Said work shall be offered to those Employees who are qualified and apply in descending order of the Employee's unit-wide seniority.

ARTICLE 13

CONTRACT ADMINISTRATION

13.1000 Interpretations and Definitions

13.1100 Interpretations Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

13.1200 Definitions

13.1210 Day For purposes of this Agreement, the word "day" shall mean any calendar day that the central administrative offices of the District are open except Saturday, Sunday, or a scheduled holiday, and except as the context otherwise requires.

13.1220 Captions Captions are included only for the convenience of reference and shall not modify in any way the language of any Article, Section or Provision contained in this Agreement to which such captions may refer.

13.1230 Masculine Includes Feminine Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

13.1240 Employee For purposes of this Agreement,

13.1241 "Twelve-Month Employee" shall mean any Employee who is regularly scheduled to work a minimum of forty-eight (48) weeks each year.

13.1242 "School-Year Employee" shall mean any Employee who is regularly scheduled to work during the normal school year.

13.1243 "Extended School-Year Employee" shall mean any Employee who is regularly scheduled to work at least thirty-eight (38) weeks but less than forty-eight (48) weeks during the fiscal year.

13.1244 "Full-Time Employee" shall mean any Employee who is regularly scheduled to work at least forty (40) hours per week, except as the contract otherwise requires.

13.1245 "Part-Time Employee" shall mean any Employee who is regularly scheduled to work less than full-time.

13.1250 Department For purposes of this Agreement, Department shall mean and refer to:

13.1251 Office and Clerical

13.1252 Custodial

13.1253 Maintenance

13.1254 Mechanics

13.1255 Instructional Paraprofessionals

13.1256 Non-instructional Paraprofessionals (Non-instructional includes recess supervision, sick room supervision, lunch money counting, print room, locker room supervision, lunch room supervision, ISS supervision, bus supervision, after school supervision, and breakfast supervision.)

13.1257 Bus Drivers/Relief Drivers

13.1258 Cafeteria Workers

13.1259 Utility

13.1259.1 Departmental seniority for the Utility classification will be applied within the custodial classification or in combination thereof.

13.1260 Dispatcher

13.2000 Scope, Waiver and Alteration of Agreement This Agreement is intended to set forth the entire understanding between the parties and each party waives the right to enter into negotiations on any subject during the term of this Agreement, unless the Agreement makes express provision therefore, except upon the voluntary prior written consent of both parties. No alteration or modification of this Agreement shall be effective unless executed in writing by the parties. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

13.2100 Policies and Other Agreements Nothing in this Agreement shall limit the right of the Employer to adopt policies, initiate programs, and enter into agreements which are not contrary to the terms of this Agreement.

13.2200 Zipper Clause This Agreement constitutes the complete agreement of the parties. It shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. If an individual contract contains any language inconsistent with this Agreement during its duration shall be controlling. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board of Education. During the term of this Agreement the parties; may mutually agree to enter into supplemental agreements which must be reduced to writing and signed by the parties hereto to be valid.

13.3000 Productivity and Contracting The parties recognize the obligation of the Employer to the public to maintain and preserve at a reasonable cost the physical facilities and services of the District. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques and procedures or to contract or subcontract such work as the Employer may determine to be in the best interest of the public. However, this provision shall not operate to allow the Employer to undermine the Association or discriminate against any of its members. The Association will receive notification of intent to investigate alternatives from outside sources.

13.4000 Jurisdiction In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purpose of instructional training, job evaluation and experimentation, emergencies, or seasonal help during vacation periods when school is not in session.

13.5000 Jobs and Classifications The Employer may modify, or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate provided that the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an Employee within the same classification or position at more than one (1) location within the District shall not constitute the modification or establishment of a new or revised job classification or position. The Employer shall meet with the Association within thirty (30) days after the establishment of any new or changed job for the purpose of bargaining the rate and classification.

13.6000 Work Schedule The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulation; the availability of utilities; or for other circumstances beyond the control of the Employer, except that in this latter regard if school is closed by reason of adverse weather or other emergency and Employees are not requested to come in to work, they shall receive their regular rate of pay for such days or hours, provided that the Employer shall not be required to pay an Employee for more than the equivalent of four (4) of the Employee's normal workdays during a fiscal year. If any such days or hours are required by the State to be rescheduled, the Employees shall not receive compensation for the scheduled days or hours.

13.6100 If an Employee is called in to work during such times, he/she shall be paid at the rate of one and one-half (1-1/2) times his/her regular rate of pay notwithstanding the overtime compensation provision set forth in Section 4.3000 of this Agreement.

13.6200 For days beyond four (4) in a fiscal year, the Employee shall have the option to work his/her normal number of hours, subject to approval by the Employer. In addition, the Employer shall have the right to require Employees to report to work. All of these hours shall be at regular pay.

13.6300 If required to report to work on such days, Employees shall not be disciplined if they are unable to report to work due to severe weather conditions.

13.7000 Non-Discrimination Each of the parties agree that the provisions of this Agreement shall be applied uniformly and without discrimination due to sex, age, marital status, race, creed or whether or not the Employee is a member of the Association.

13.8000 Notices Any written notices given pursuant to this Agreement, unless personally served, shall be deemed to have been received three (3) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

13.8100 Employer's Address

Office of the Superintendent
Cassopolis Public Schools
63700 Brick Church Road
Cassopolis, MI 49031

13.8200 Association's Address

CSEA/MEA
P.O. Box 229
Berrien Springs, MI 49103

13.8300 Employee's Address

As set forth in the records of the Employer.

13.9000 Effective Date and Termination The terms of this Agreement shall remain in full force and effect from July 1, 2009 through June 30, 2011 (except as herein otherwise provided) and until either party desiring to change or terminate this Agreement notifies the other party at least sixty (60) days prior to June 30, 2011, or any subsequent year. Such written notice shall be sent by mail to the recognized address of the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed _____
____, 2009.

CASSOPOLIS
SERVICE EMPLOYEES ASSOCIATION
MEA/NEA

CASSOPOLIS
PUBLIC SCHOOLS
CASS COUNTY, MICHIGAN

By _____
Its Uniserv Director

By _____
Its President

By _____
Its CSEA President

By _____
Its Secretary

SCHEDULE A

WAGES

A.1000 Salary Schedules

2009-2011

	Probationary Rate	1	2	3	4	5
Instructional Paraprofessional	10.79	11.01	11.28	11.64	12.11	12.49
Non-Instructional Paraprofessional	10.64	10.89	11.14	11.54	11.93	12.38
Library Paraprofessional	11.11	11.33	11.58	11.98	12.38	12.82
Custodian	13.11	13.41	13.72	14.05	14.37	14.74
Maintenance	13.49	13.88	14.28	14.76	15.16	15.70
Utility	13.32	13.66	14.02	14.41	14.74	15.23
Server	10.58	10.89	11.26	11.57	11.88	12.21
Driver	10.73	11.03	11.42	11.73	12.06	12.39
Assistant Cook	10.64	10.98	11.30	11.61	11.92	12.30
Cook	10.75	11.04	11.36	11.68	11.99	12.38
Office	12.24	12.73	13.17	13.66	14.12	14.91
Mechanic	17.52	17.93	18.40	18.94	19.56	20.37
Mechanic Helper	13.49	13.88	14.29	14.67	15.06	15.55
Bus Driver	16.39	16.84	17.64	18.28	18.97	19.69
Relief Driver	11.99	12.35	12.99	13.51	14.06	14.62
Production	10.89	11.20	11.61	11.99	12.39	12.86
Computer Paraprofessional	11.43	11.64	11.92	12.55	12.98	13.45
Dispatcher / Relief Driver	12.60	12.99	13.66	14.20	14.78	15.37

A.2000 Unused Sick Days Any Employee retiring (as defined by Michigan Public School Employees Retirement System) shall be paid according to the following schedule:

1 – 89 Unused Sick Days	\$20 per Day
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A.2100 If the Employee has ninety (90) days of unused sick days at the time of retirement, all ninety (90) days will be paid at a rate of \$25 for each day.

A.3000 Administration of Compensation

A.3100 Anniversary dates for all Employees shall be recognized twice a year as follows:

A.3110 January 1 for those persons employed between January 1 and June 30 of any year.

A.3120 July 1 for those persons employed between July 1 and December 31 of any year.

SCHEDULE B

BENEFITS

B.1000 Vacations

B.1100 Twelve-Month Employees Each twelve (12) month employee shall be entitled to have a vacation with pay at a time mutually agreeable to the Employee and the Employer in accordance with the following schedule, namely:

EMPLOYMENT PERIOD (Years of Uninterrupted Service)	VACATION ALLOWANCE (Number of Workdays)
One (1)	Five (5)
Two (2) to Nine (9)	Ten (10)
Ten (10)	Fifteen (15)
Eleven (11)	Sixteen (16)
Twelve (12)	Seventeen (17)
Thirteen (13)	Eighteen (18)
Fourteen (14)	Nineteen (19)
Fifteen (15) or More	Twenty (20)

B.1110 Employees may not start the July 1 fiscal year with more than their current annual vacation allotment plus ten (10) days. Employees will be compensated at their current rate of pay for any accumulated vacation days beyond that amount. The compensation will be at her/his current rate of pay and will be paid each year no later than November 20.

B.1200 Extended School-Year Employees Extended school year Employees who work at least thirty-five (35) hours per week shall be entitled to receive eight (8) days of vacation with pay to be scheduled during the Christmas and/or Spring recesses, subject to the approval of the Employer or its designate.

B.2000 Holidays

B.2100 Twelve-Month Employees Twelve (12) month Employees shall receive the following holidays, namely:

- New Year’s Eve
- New Year's Day
- Martin Luther King Jr. Day
- President’s Day
- Good Friday
- Memorial Day
- July 4th
- Friday before Labor Day

- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

B.2200 Extended School-Year Employees Extended school year Employees shall receive the following holidays, namely:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Friday before Labor Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

B.2300 School-Year Employees School year Employees shall receive the following holidays, namely:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

B.2400 An Employee shall receive his/her regular compensation for the above holidays if the Employee was not absent the last scheduled workday preceding the holiday and the first scheduled workday following the holiday unless any such absence is authorized pursuant to Article 8. If a holiday falls on a Sunday and is celebrated by law on Monday, Monday shall be considered the holiday. If a holiday falls on a Saturday, Friday shall be considered the holiday. If a holiday falls during an Employee's scheduled vacation period, an additional day of vacation may be taken.

B.3000 Insurance

B.3100 Except as hereinafter provided, Employees working thirty-two (32) hours per week or more who have completed the initial probationary period shall have the right to select one (1) of the following plans:

B.3110 Plan A MESSA Super Care I with \$5 co-pay for prescriptions or MESSA Choices II with a 5/10 prescription drug card.

B.3111 The Employer shall contribute the following amounts toward either MESSA Super Care 1 with \$5 co-pay for prescriptions or MESSA Choices II:

<u>For 2009-10</u>	<u>Super Care/Choices II</u>
Full Family	\$1,384.19
Two Person	\$1,239.87
Single subscriber	\$563.21

B.3112 For 2010-11, any increase in MESSA Choices II health insurance premiums over the premiums paid in 2009-10 will be split between the Employer and the Employee, with the Employer picking up 60% of the increase and the Employee paying 40% of the increase.

B.3120 Plan B An Employee who does not either need or desire health and medical insurance coverage may apply the dollar amount of the "individual" plan towards the purchase of the following options:

- Basic Term Life
- Short Term Disability
- Long Term Disability
- Hospital supplement
- Dependent life
- Survivor income insurance
- Toward Health and Medical with the difference being deducted from the Employee's pay
- MEFSA & MESSA variable options and/or TDA

B.3200 Except as hereinafter provided, Employee working twenty-five (25) hours or more but less than thirty-two (32) hours per week shall be entitled to receive the following:

B.3210 Delta Dental 50-50 dental insurance with Coordination of Benefits.

B.3220 \$150 per month toward Plan A or Plan B above

- B.3300 Except as hereinafter provided, Employees working fifteen (15) or more hours but less than twenty-five (25) hours per week shall be entitled to receive \$90 per month toward Plan A or Plan B
- B.3400 The aforesaid insurance benefits shall be subject to the following limitations and conditions.
- B.3410 The Employer will maintain all Employees at their current insurance step for the duration of this contract unless economic conditions necessitate a reduction in staff. Should this become necessary, the Association will be consulted prior to any action being taken.
- B.3420 School year and extended school year Employees shall be provided health and medical insurance coverage provided that the contribution of the Employer shall be proportionately reduced in accordance with the number of weeks worked by such Employee during a fiscal year, and provided further, that no contribution shall be made for an Employee who works fewer than thirty-two (32) hours per week, which, for purpose of this provision only, shall constitute full-time employment.
- B.3430 Each Employee shall be required to certify in writing that he/she is eligible for the coverage he/she has selected. If at any time it is discovered by the Employer that the coverage is at variance with that which has been certified as above provided, the Employee shall be required to reimburse the Employer for all payments made by it on his/her behalf since the date on which the variance began.
- B.3440 Spouse and/or dependent benefits shall not be paid if such benefits are substantially equivalent or duplicate those to which such spouse and/or dependent is entitled under any other group insurance plan, it being the intention of the parties that no Employee shall have double coverage which has no reasonable benefit to the insured.
- B.3450 The Employer's contribution shall terminate at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.
- B.3460 Insurance benefits for Employees working in more than one department shall be determined by the number of hours in the department with the most hours.
- B.3500 Life Insurance All Employees shall be provided, without cost, \$10,000 MESSA Negotiated Term Life with AD&D.
- B.3600 Contributions made toward insurance premiums provided herein shall be subject to the underwriting terms and conditions of the insurance carrier(s).

B.4000 Retirement The Employer will pay the current MSPERS contribution rate to the State Retirement Fund for each Employee in accordance with the law.

B.5000 Longevity

B.5100 Employees achieving 20-26 years of service with the District shall receive an annual bonus of \$350 beginning with their 20th anniversary date.

B.5200 Employees achieving 27+ years of service with the District shall receive an annual bonus of \$450 beginning with their 27th anniversary date.

B.6000 Exclusions Substitute and temporary work does not qualify for any fringe benefits.

LETTER OF AGREEMENT

This *Letter of Agreement* is entered into between the Board of Education of the Cassopolis Public Schools, hereinafter referred to as the District, and the Cassopolis Service Employees Association/MEA/NEA, hereinafter referred to as the Association. This Letter shall be incorporated into and become part of the Master Agreement between the parties and shall remain in place until such time the parties agree to change or delete it from the Master Agreement.

The parties agree there are certain staff positions with relatively low number of daily hours that need to be filled by the district. The parties agree to call these positions “add on positions” and the positions may be attached to other less than full-time positions. The parties agree that the District shall determine which positions are “add-on positions.” In addition, the parties agree to the following stipulations regarding these positions:

- Individual employees accepting these positions may be employed for more than 32 hours in a week;
- The add on positions will not entitle an employee to any additional Schedule B benefits (i.e. insurance, vacation, etc.) beyond those they have with their primary position;
- Seniority, pay and benefits will correspond to the employee’s primary position;
- Employees in the department of the add on position shall have first choice of any positions within the building they are currently working their primary position;
- The hours of the add on position must be compatible with the hours of the primary position;
- Add on positions will be awarded to applicants based on seniority, availability and qualifications;
- Employees in add on positions will be paid holidays and sick days for all scheduled hours, including add on hours;
- Once the hours are attached to a position, the hours will remain with that position;
- Employees who have add on positions as of the date of ratification of the Master Agreement shall have 30 days to drop such add on position if they do not wish for the position to become permanently attached to their primary job;
- Elimination of the add on position or reduction of hours shall be treated as any other reduction or lay-off as per Article 7 of the Master Agreement.

FOR THE DISTRICT

FOR THE ASSOCIATION

DATE: _____

DATE: _____