

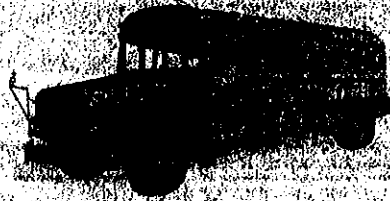
# MASTER AGREEMENT

between the

MT. MORRIS BOARD OF EDUCATION

and the

MT. MORRIS EDUCATIONAL SUPPORT  
PERSONNEL / MEA / NEA



JULY 1, 2009 - JUNE 30, 2011

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# **A G R E E M E N T**

between

**MT. MORRIS BOARD OF EDUCATION**

hereinafter referred to as the "Employer" or "Board"

and

**THE MT. MORRIS EDUCATIONAL SUPPORT PERSONNEL/MEA/NEA**

hereinafter called the "Union" or "Association"

## **GENERAL**

### **ARTICLE I PURPOSE**

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the Employee covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment. Nothing contained in this paragraph bestows any rights or duties upon the parties not specifically mentioned in other paragraphs of this agreement.

### **ARTICLE II NON-DISCRIMINATION**

The Employer and the Union both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, sex, color, religion, handicap, age, or national origin.

### **ARTICLE III RIGHTS OF THE BOARD OF EDUCATION**

- A. The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge or demote Employees for just cause, subject, however, to the Employee's right to bring a grievance if any provisions of this Agreement are violated by the exercise of such management function.

- B. All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

**ARTICLE IV**  
**UNION RECOGNITION, AGENCY SHOP: CHECK OFF**

**SECTION 1. Union Recognition**

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent of the Employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.
- B. The term "Employee" as used herein shall include all General Maintenance Field Leaders, General Maintenance, Chief Custodians, Custodians, Bus Drivers, Bus Mechanics, Head Cooks, Cook Bakers, Kitchen Aides, and Food Van Drivers.

**SECTION 2. Agency Shop Clause**

- A. All Employees employed in the bargaining unit, or who become Employees in the bargaining unit, who are not already members of the Union, shall within thirty (30) calendar days of the effective date of this provision or within thirty (30) working days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall within thirty (30) working days of their hire by the Employer, as a condition of employment, pay to the Union a service fee determined by an arbitrator annually.
- B. An Employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the condition of this Article so long as the Employee is not more than sixty (60) calendar days in arrears of payment of such dues or service fees.
- C. Employees who refuse to comply with the conditions of this Article shall automatically receive a payroll deduction in the amount of the service fee determined as outlined in Section 2, A.
- D. The Union agrees that it will make membership in the Union available to all Employees covered by this Agreement who tender their required dues to the Union.
- E. The Union will save the Board harmless from any and all claims arising out of the implementation of this Article as a result of any action taken by the Board in complying with this Article including, but not limited to, fines, penalties, attorney fees, dues, whether retroactive or prospective.

**SECTION 3. Check-off**

Pursuant to MCLA 408.477; MSA 17.277(7), the Employer shall deduct the initiation fee and Union dues or service fees from each Employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15) day of each month, following

that month in which said deductions were made, together with a listing of each Employee, the Employee's social security number, and the amount that is deducted each month; provided, however, that the Union shall have submitted to the Employer an authorization card signed by the Employee from whose pay said deductions are to be made.

#### SECTION 4. Area Representatives

- A. Employees in the bargaining unit may be represented by an Area Representative and a designated Area Representative, whose identity shall be made known to the Employer.
- B. The Area Representative or the Alternate Area Representative during their working hours, without loss of time or pay, may investigate and present grievances to the Employer, after they have received permission of the supervisor. This privilege shall not be abused.
- C. The Area Representative shall be supplied the following information within the Employee's first week of permanent employment: name, address, social security number, classification, job location, and shift assignment.
- D. During their term of office the Mt. Morris Educational Support Personnel Officers and Area Representatives shall be deemed to head the seniority list for the purpose of layoff and recall only, provided he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to their regular seniority status.

#### SECTION 5. Association Days

At the beginning of each school year, the maintenance/custodial, the transportation, and the food service classification groups shall each be credited with two (2) days to be used by Employees who are officers or agents of the Association. These days are non-transferable from department to department and are not accumulative from year to year. The Association agrees to notify the Board, in writing, not less than 48 hours of the date for intended use of said day(s). At the exhaustion of the available Association days, MMESP will pay for the substitute for any days used thereafter. Seniority will continue during the use of these days.

### **ARTICLE V JURISDICTION**

Persons not covered by the terms of this Agreement shall not perform work covered by this Agreement, except for the purposes of instruction, training, experimentation, emergencies, or when Employees of the classification group are not readily available.

### **ARTICLE VI CONTRACTUAL WORK**

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union, not to discriminate against any of its members, nor shall the use of contracting or subcontracting result in the



reduction of the present work force as is now in effect, nor in the event of the extension of services shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement. However, in the event that a government agency assumes the transportation services for the students of the Mt. Morris District, the Board of Education does have the option to transfer such duties to the other governmental agency with such governmental agency to offer employment to the current Employees of the district based on their seniority with the district and according to the staffing requirements of the other governmental agency.

## **ARTICLE VII** **DISCIPLINE-DISCHARGE**

Dismissal, suspension, and/or any other disciplinary action shall be only for just cause. Written notification of dismissal, suspension or other disciplinary action shall be sent to the Employee with a copy to the Union unless the Employee requests otherwise in writing. The employer will notify the Employee(s) of the possibility of disciplinary action within five (5) days of when the Employer first became fully aware of the conditions giving rise to the discipline. The disciplinary action, if any, shall be taken within thirty (30) calendar days of the notice to the Employee if only one Employee is involved. Written notification will be done by utilizing the Employee Corrective Action Notice on page 44 or a written letter.

## **ARTICLE VIII** **GRIEVANCE PROCEDURE**

### **DEFINITIONS**

- A. A "grievance" is a claim that there has been a violation, misinterpretation or inequitable application of the terms of the agreement or Board policy which relates to wages, hours or working conditions. The Association agrees not to process a grievance in which the same issue has been or is being processed to the Michigan Employment Relations Commission, Equal Employment Opportunity Commission, or the Fair Employment Practices Commission. The Union may present a policy grievance or a grievance concerning an alleged safety hazard/s directly at Step Two of the grievance procedure, upon the Employee having an oral discussion of the alleged safety hazard with the supervisor.
- B. For the purpose of processing grievances, days shall be defined as Monday through Friday except for holidays.
- C. The time limits in the steps may be shortened, extended or waived upon written mutual agreement between the parties.
- D. Any grievance which is not appealed within the specified time limits set forth in that step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that step level, the appealing party may automatically appeal the grievance to the next step level of the grievance procedure.

- E. Any Employee or Union grievance not presented for disposition through the grievance procedure within five (5) days of the occurrence of the conditions given rise to the grievance or within five (5) days of the date, it is reasonable to assume that the Employee or Union, as the case may be, first became aware of the conditions given rise to the grievance, unless the circumstances made it impossible for the Employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

### STEP ONE

- A. Any Employee having a grievance shall discuss the grievance with the supervisor, and then if the grievance is not settled orally, the Employee may request a meeting with the area representative to discuss the grievance.
- B. In the event the grievance is not settled orally by the supervisor, the area representative shall submit the grievance in writing to the supervisor within ten (10) days from the oral presentation. The grievance forms must indicate:
- 1) a statement of the grievance and the facts upon which it is based and citing the alleged violations of this Agreement; and
  - 2) the remedy or correction requested. The supervisor shall give his/her decision in writing within ten (10) days. Except for Association grievances, the Grievant shall sign the grievance form.

### STEP TWO

- A. Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the Superintendent or his/her designated representative within ten (10) days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason why the decision of the immediate supervisor was not satisfactory.
- B. The Superintendent or his/her designated representative shall meet with the Union at a time mutually agreeable to them, but no later than fifteen (15) days following receipt of the appeal.
- C. The Superintendent or his/her designated representative shall then give his/her decision in writing to the Union within ten (10) days of the meeting.

### STEP THREE

- A. Any appeal of a decision rendered by the Superintendent or his/her designated representative shall be presented in writing to a subcommittee designated by the Board of Education within thirty (30) days of the date of the receipt of the decision rendered by the Superintendent or his/her designated representative. The subcommittee shall meet with the Union at a mutually agreeable time.
- B. The subcommittee shall give its answer in writing relative to the grievance within ten (10) days of the date of its meeting with the Union.

#### STEP FOUR

- A. If the appealing party is not satisfied with the disposition of the grievance at Step 3, then within fifteen (15) days from the date of receipt of the decision rendered by the Board subcommittee the grievance must be submitted to arbitration.
- B. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within ten (10) days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association within ten (10) days. In any event the AAA rules shall apply.
- C. The arbitrator, the Union or the Employer may call any person as a witness in any arbitration hearing.
- D. Each party shall be responsible for the expenses of the witnesses that it may call.
- E. The arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion or that of any of the parties hereto.
- F. The fees of the arbitrator shall be borne equally by the parties.
- G. The arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- H. The decision of the arbitrator shall be final, conclusive and binding upon all Employees, the Employer and the Union.

#### **ARTICLE IX** **SENIORITY**

- A. An Employee hired to fill an open position shall be regarded as a probationary Employee for the first ninety (90) calendar days of active employment or forty-five (45) work days whichever comes later (extensions may be granted if requested by the Employer). Laid off or discharged probationary Employees shall have no recourse to the terms of this Agreement. Note: An open position, excluding bus runs, is a position that is expected to last more than ninety (90) calendar days in duration.
- B. Probationary Employees completing their probationary period shall acquire seniority from date of hire, without any credit being given for days worked as a substitute.
- C. In the event that the Employer determines that it is necessary to reduce the number of Employees through the layoff procedure, the affected Employee or Employees shall be given a minimum of two (2) weeks prior notice when possible from the date that the scheduled layoff or layoffs are to be effective

- D. Employees shall be laid off, recalled, or demoted according to their seniority in their classification group, i.e., 1) bus driver, 2) food service, 3) custodial/maintenance. An Employee on scheduled layoff shall have the right to displace a lesser seniority Employee in a lower classification within the group provided the senior Employee is qualified to hold the position and has previously held a position in that classification.
- E. An Employee will lose his/her seniority for the following reasons:
1. He/she resigns.
  2. He/she is discharged for cause without being reinstated through the grievance procedure.
  3. Retires.
  4. Misses three (3) consecutive days without notification.
  5. An Employee on layoff must notify the Employer by May 1 of each year that he/she wants to be considered for any openings which may occur.
  6. The Employee does not return the day after his/her leave expires, unless an acceptable reason is given to the Board.
- F. Any Employee in the bargaining unit elected or appointed to a full-time office in the Union whose duties require his/her absence without pay from his/her work shall be granted a leave of absence for the term of such office and shall accumulate seniority during his/her term of office and at the end of such term shall be entitled to resume his/her regular seniority status and all job and recall rights.
- G. Seniority shall be frozen for an employee who is transferred to a supervisory position.
- H. A seniority list by classification groups, i.e., 1) bus driver, 2) food service, 3) custodial/maintenance shall be furnished to the Chief Steward/Area Representative and the Union on or about October 1st of each year. Such list shall contain each Employee's name, date of hire, classification.
- I. There shall be no bumping between classification groups.

**ARTICLE IX**  
**CLASSIFICATION GROUPS FOR SENIORITY**

<u>GROUP</u>	Bus Drivers
<u>GROUP</u>	General Maintenance Engineer Field Leader Head Bus Mechanic Bus Mechanic General Maintenance Engineer Chief Custodian (High School) Chief Custodian (Junior High) Chief Custodian (Elementary) Chief Custodian (Central) Custodian

GROUP      Head Cook  
                 Cook Baker  
                 Kitchen Aides  
                 Food Van Driver

**ARTICLE X**  
**FAMILY AND MEDICAL LEAVE ACT OF 1993**

**SECTION 1. Employee Eligibility**

To be eligible, an Employee must have been employed in the unit for at least 1250 hours in the twelve (12) months preceding.

**SECTION 2. Definitions**

- A. "Parent" means the biological parent or an individual who has stood in loco parentis.
- B. "Son or Daughter" means a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis. The son or daughter must be either under 18 years of age or incapable of self-care because of a mental or physical disability.
- C. "Spouse" means husband or wife.
- D. "Serious health condition" means an injury, illness, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility; or, continuing treatment by a health care provider.
- E. "Health care provider" means a doctor of medicine or osteopathy or any person determined by the Secretary of Labor to be capable of providing medical services.
- F. "Employment benefits" means all benefits provided to Employees, including group life insurance, health insurance, disability insurance, sick leave, annual leave, educational benefits, and pensions. It does not matter if they are provided under contract, by written policy, an Employee benefit plan (under ERISA), or simply by practice.

**SECTION 3. Leave Entitlement**

Eligible Employees are entitled to up to a total of twelve (12) weeks of leave during a twelve (12) month period for one or more of the following:

- A. The birth of a son or daughter and in order to care for the child (the right expires twelve (12) months after birth).
- B. The placement for adoption or foster care of a son or daughter (the right expires twelve (12) months after the placement).

- C. To care for a spouse, son, daughter, or parent of the Employee, if the relative has a serious health condition.
- D. The serious health condition of the Employee.

#### SECTION 4. Intermittent or Reduced Schedule

The leave must be taken in consecutive full days.

#### SECTION 5. Relationship to Paid Leave

The Employee must use any and all accumulated sick leave, personal leave and/or vacation leave for all or part of the twelve (12) weeks of leave. Any period not covered by paid leave shall be unpaid, but with health benefits continued as if the Employee were still at work.

#### SECTION 6. Notice

Employees are required to give thirty (30) days advance notice of the needed leave.

#### SECTION 7. Certification

- A. If the leave is for the serious health condition of a family member (3C), the following certification may be required:
  - 1. The date on which the health condition began.
  - 2. The probable duration of the condition.
  - 3. The appropriate medical facts.
  - 4. A statement that the Employee is needed to care for the patient.
  - 5. An estimate of the amount of time he/she is needed to care for the patient.
- B. If the leave is for the serious health condition of the Employee (3D), the following certification may be required:
  - 1. The date on which the health condition began.
  - 2. The probable duration of the condition.
  - 3. The appropriate medical facts.
  - 4. A statement that the Employee is unable to perform the functions of his/her position.

#### SECTION 8. Restoration to Position

Employees shall be returned to either:

- A. The position held at the beginning of the leave, or
- B. An equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

**SECTION 9. Benefits**

- A. There shall be no loss of any previously accrued benefits.
- B. Health benefits must be maintained during the leave at the same level and conditions as if the Employee had continued to be at work.

**SECTION 10. Miscellaneous Provisions**

- A. FMLA is not intended to modify or affect any state or federal anti-discrimination law, or supersede any state or local family leave law which gives greater benefits or rights.
- B. Effective date: August 5, 1993

**ARTICLE XI**  
**JURY DUTY**

Employees requested to appear for jury duty service shall receive their regular rate of pay from the Employer for such time lost as a result of such service, less any compensation received for such jury service, up to a maximum of sixty (60) days in any one calendar year, unless a single case on which the Employee is serving extends beyond the sixty (60) days, in which event the sixty (60) day limit shall not apply. In the event that the Employee is subpoenaed as a witness by the Board in any case connected with the Employee's employment of the school district, he/she will be paid his/her full daily pay.

**ARTICLE XII**  
**FAIR LABOR STANDARDS ACT**

It is agreed that the use of compensatory time is permissible when it is mutually agreed upon by the administrator and individual Employee.

**ARTICLE XIII**  
**VISITATION**

Upon request by the Union, and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances; provided, said visitation shall not disrupt orderly operations.

**ARTICLE XIV**  
**SAFETY**

The Employer will take reasonable measures in order to prevent and eliminate any present or potential hazards which the Employees may encounter at their places of work. Employees are required to report any and all safety hazards to their supervisors immediately.

**ARTICLE XV**  
**NEW JOBS/NEW RUNS**

- A. When new jobs are placed in operation during the term of this Agreement, and they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question and he/she shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.
- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day time period, but not hereafter during the life of this Agreement, the Union may request in writing the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the Employee first began working in the temporary classification, except as otherwise mutually agreed. In the case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to mediation and factfinding. If within thirty (30) days after receipt of the factfinder's report the parties have not resolved the issue, the issue may be submitted to final and binding arbitration. The only aspect of the new job which may be submitted to final binding arbitration is the rate of pay. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through mediation and factfinding or arbitration, the new classification shall be added to and become part of this Agreement.

**ARTICLE XVI**  
**CUSTODIAN/MAINTENANCE/FOOD SERVICE**  
**TRANSFERS AND PROMOTIONAL PROCEDURES**

- A. Notice of all vacancies and newly created positions shall be posted on Employee bulletin boards within two (2) weeks after they occur. The posting period shall be for two (2) weeks, during which time any interested Employee may apply. Every effort will be made to fill the vacancy or newly created position within ten (10) working days upon the conclusion of the posting period. Newly created positions or vacancies are to be posted in the following manner: the type of work, the place of work, the starting date, the rate of pay, the hours to be worked, and the classification. Vacancies and newly created positions shall be filled on the basis of qualifications, evaluations, seniority, test results and certification. When all other items are equal, seniority shall be the deciding factor. In the event the senior Employee who



applied and was not selected to fill the vacancy or newly created position, he/she shall, upon written request, be notified in writing as to the reason why. No Employee shall be granted more than one lateral move (i.e. one change within the same classification) in any twelve (12) month period.

- B. Any Employee temporarily transferred shall be paid either the rate of the new position or the rate of the position from which he/she is transferred, whichever is higher.
- C. Temporary transfers shall be for a period of no longer than thirty (30) days. Extensions may be granted upon agreement with the Union. After ninety (90) days the position shall be considered an open position pursuant to Article IX, Seniority, Section A. and will be posted.
- D. An agreed to seniority list shall be made available to each Employee of his/her classification group covered by this agreement on or about October 1 of each year. Such list shall contain date of hire. Seniority in classification shall be as of date of entry into the classification.

## **ARTICLE XVII**

### **HOURS AND WORK WEEK**

#### **SECTION 1.**

- A. The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 168 hours thereafter.
- B. The normal work day shall be eight (8) consecutive hours, which shall include a paid lunch period on the premises and a fifteen (15) minute coffee break, a.m. and p.m. Four-hour Employees shall be granted one fifteen (15) minute coffee break with pay.
- C. For purposes of computing time, time cards shall be computed in tenths; one tenth (1/10) of an hour = six (6) minutes.
- D. For summer hours and days beginning on the first Monday in June after the school year ends and terminating on the first Monday in August prior to football practice commencing, upon request by the Administration, the Association agrees to amend Article XVII, Section 1. B, Section 2. A. 1 and 3, and Section 4. of the Master Agreement as follows:

Section 1. B:           The normal work day shall be ten (10) consecutive hours, which shall include a paid lunch period on the premises and a fifteen (15) minute coffee break, a.m. and p.m. Five-hour Employees shall be granted one fifteen (15) minute coffee break with pay.

Section 2. A. 1:       Time and one-half will be paid for all authorized time worked in excess of ten (10) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.

Section 2. A. 3: Employees will be given double time on Sundays, if they work for forty (40) hours a week on the regular work week (Monday through Thursday) preceding the Sunday.

Section 4: Employees who are regularly scheduled for five (5) or more hours of work between the hours of 2:30 p.m. and 12:30 a.m. will receive a shift differential of five (5%) percent for all hours worked that night. Employees who are regularly scheduled for work between 12:30 a.m. and 10:30 a.m. shall receive a premium of ten (10%) percent for the ten (10) hours worked that day.

## SECTION 2.

A. Overtime rates will be paid as follows:

1. Time and one-half will be paid for all authorized time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.
2. Whenever an Employee is required to return to work after the completion of his/her regularly scheduled working hours he/she shall receive pay for the actual time worked at the appropriate rate or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is the greater.
3. Employees will be given double time on Sundays, if they work for forty (40) hours a week on the regular work week (Monday through Friday) preceding the Sunday.

## SECTION 3. Distribution of Overtime

Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those Employees who regularly perform such work, provided they are qualified to perform such work.

## SECTION 4. Shift Differential

Employees who are regularly scheduled for four (4) or more hours of work between the hours of 4:00 p.m. and 12 midnight will receive a shift differential of five (5%) percent for all hours worked that night. Employees who are regularly scheduled for work between 12:00 midnight and 8:00 a.m. shall receive a premium of ten (10%) percent for the eight (8) hours worked that day.

## SECTION 5.

A. In the event school is closed because of conditions not within the control of the school authorities and the district does not receive full State aid for those hours closed, Employees will not receive pay unless the hours are made up and the Employees work. However, Employees may use personal or sick time for those hours.

- B. However, in the event school is closed because of conditions not within the control of the school authorities and the district does receive full State aid for those hours closed, the Employees who are not called into work will receive pay even though they did not work those hours.
- C. Per Section B above, Employees who are called in or are at work when school is closed, shall receive pay for the day and compensatory time off equal to the number of hours worked from time school is closed to be scheduled by mutual agreement between the Employee and his/her immediate supervisor.

**ARTICLE XVIII**  
**HOLIDAYS**

- A. The Employer will pay one day's pay for the following holidays, even though no work is performed by the Employee:

New Year's Day	Labor Day
New Year's Eve Day	Thanksgiving Day and the Day After
Memorial Day	Christmas and December 24
July Fourth	Good Friday
- B. Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.
- C. If an Employee is on vacation on any of the above named holidays, he/she shall be entitled to an additional day off with pay for the holiday or shall receive eight hours (8) pay for the holiday.
- D. Employees off sick on the holiday or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.
- E. Unexcused absences immediately prior to or after a holiday would eliminate holiday pay.

**ARTICLE XIX**  
**VACATIONS - 12 MONTH EMPLOYEES**

- A. For vacation purposes only, all Employees will have a June 30 anniversary date; those Employees hired prior to January 1 shall have one (1) year of credit added to their accumulated seniority as of the following June 30; those Employees hired on or after January 1 shall have zero (0) years credit added to their accumulated seniority as of the following June 30. All Employees will have their earned vacation time pro-rated to establish the June 30 anniversary date. All 12 month Employees shall receive vacations according to the following schedule:

- |                           |         |
|---------------------------|---------|
| 1. One year of service    | 5 days  |
| 2. Three years of service | 10 days |

- |    |                          |         |
|----|--------------------------|---------|
| 3. | Five years of service    | 15 days |
| 4. | Ten years of service     | 20 days |
| 5. | Fifteen years of service | 25 days |

- B. To be eligible for a vacation an Employee must have worked eighty (80%) percent of his/her regularly scheduled working hours.
- C. Employees terminating employment or failing to qualify for full vacation or on a leave of absence shall receive pro rata vacation allowances based upon 1/12 of the vacation pay for each month or minor fraction thereof between his/her anniversary date and his/her termination date.
- D. Vacations shall be granted according to the "Request for Vacation Leave" form attached hereto and made a part hereof by reference.

**CUSTODIAL AND MAINTENANCE REQUEST FOR VACATION LEAVE**

TO: Director of Operations

FROM:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
School

\_\_\_\_\_  
Signature of Employee

Please submit your vacation request below for the \_\_\_\_\_ year.

First Choice \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_

Second Choice \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_

Third Choice \_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_

Other Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Vacation applications must be submitted for approval at least thirty (30) working days in advance. Exception to this rule may be considered on an individual basis.
2. Vacations are non-accumulative. After consultation with the employee, the employer will have the option to either schedule the employee's vacation or pay the employee for vacation time earned and not used.
3. No Employee will be granted more than three (3) separate vacation periods annually.
4. No vacations will be approved for more than twenty (20) consecutive work days.
5. Final determination of all vacation schedules for all Employees will be determined and posted by the Administration on or before June 1 prior to the commencement of the fiscal year in which vacations shall be scheduled.
6. The Administration reserves the right to alter the vacation period of any Employee to meet the needs of the unforeseen events such as sickness of other Employees, equipment breakdowns, weather, etc.

Seniority has preference on duplicated days requested on first choice only. Special consideration will be given to husband and wife combinations within the district. Late requests will be given some consideration, but are completely subject to the Employer's discretion.

**ARTICLE XX**  
**SICK LEAVE AND FUNERAL LEAVE**

**SECTION 1.**

Each Employee by this Agreement will be entitled to sick leave accumulated without limit in a single sick leave bank at the rate of one (1) day per working month. A working month shall be defined as any month during which the Employee worked 80% of the regularly scheduled hours for his/her classification. It is understood that part-time Employees shall be entitled to a pro rata portion of all benefits provided under this paragraph and other paragraphs of this Agreement.

**SECTION 2.**

Sick leave shall be granted to an Employee when he/she is sick or injured except for voluntary disabilities. Sick leave shall also be granted when a member of the immediate family of the Employee is afflicted with a contagious disease that requires the care and attendance of the Employee; or when exposed to a contagious disease, the presence of the Employee at his/her employment position would jeopardize the health of other Employees.

**SECTION 3.**

**A.**

1. All Employees shall be granted up to four (4) working days off with pay for death in the Employee's immediate family. Immediate family shall be defined as the Employee's spouse, children or parents (for each occurrence).
2. Employees shall be entitled to up to three (3) days off with pay for the death of the Employee's brother, sister, father-in-law, mother-in-law, or grandparents.
3. Employees shall be entitled to up to two (2) days off with pay deductible from sick leave for the death of other relatives.

**B.** The purpose of time off for death is to provide the Employee with the opportunity to attend the funeral of the deceased.

**C.** Additional time may be granted under A, 1 and 2 above deducted from sick leave at the discretion of the Employer.

**D.** All Employees covered by the terms of this Agreement shall be entitled to a total of two (2) days per year with pay for personal emergency and/or business leave which shall be non-chargeable against allowable sick leave. Except in cases of extreme emergency, an Employee requesting personal time off will give his/her supervisor as much advance notice as possible to assure against an excessive number of Employees being off at the same time. These days shall be non-accumulative; however, unused leave days will be credited to the Employee's sick leave bank at the end of each year. The request must be approved by the supervisor. Based upon either the reason or the date requested, no legitimate request will be refused.

- E. Sick days may also be used on teacher inservice days, if the Employee notifies his/her supervisor in writing at the beginning of the school year of the specific dates requested for that school year.
- F. Upon retirement, Employees shall be paid fifty (50%) percent of their current daily wage for all unused sick leave days.
- G. Records of sick leave accumulated and taken shall be available to the Employee or the Union upon request.
- H. Employees who are ill for three (3) consecutive work days must present a physician's statement to verify the illness before the fourth (4th) sick day is paid.

#### SECTION 4.

The Board shall pay the make-up difference between what an Employee receives under Workers' Compensation and his/her normal rate for work connected injuries for up to twelve (12) months.

#### SECTION 5.

- A. An Employee who, because of illness or accident which is non-compensable under the Workers' Compensation Law, is physically unable to report for work and has exhausted any means of compensation from the Employer, may be granted a leave of absence for up to one (1) year, provided he/she promptly requests and notifies the Employer of the necessity therefore and provided further that he/she supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer.
- B. Leaves of absence may be granted for a thirty (30) day period of time for illness in the household of the Employee which requires the Employee's care and attendance.
- C. Leaves of absence may be granted for a specified period of time; not to exceed one (1) year, for training related to the Employee's regular duties in an approved educational institution.
- D. A seniority Employee may be granted a child care leave of absence for up to one (1) year.
- E. The reinstatement rights of any Employee who enters the military service shall be determined in accordance with the provisions of federal, state, or local law granting such rights.
- F. Leaves of absence will be granted to Employees who are active in the National Guard or a branch of the Armed Forces Reserve for the purpose of fulfilling their annual two (2) week field training obligation, provided such an Employee makes written request for such leave of absence immediately upon receiving their order to report for such duty.
- G. Any Employee in the bargaining unit elected or appointed to full-time position or office in the Union whose duties require his/her continuous absence from work, may be granted a leave of absence for the term of such office or position.

- H. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested, subject to the approval of the Board, with a copy of the request to be maintained by the Employer, a copy of the request furnished to the Employee.
- I. An Employee shall accumulate seniority during his/her leave of absence, and he/she shall be entitled to resume his/her regular seniority status and recall rights to the same or similar position. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the Employee.
- J. All Employees on leave of absence must provide the Employer with a ninety (90) day notice of intent to return to work, except those leaves of absence less than ninety (90) days, or otherwise the Employee will forfeit all seniority and recall rights.

## **ARTICLE XXI**

### **INSURANCE BENEFITS**

#### **SECTION 1. Hospitalization**

The Board shall provide, without cost to the employee, MESSA Choices II Health Insurance (Prescription Co-pay of \$10/\$20) for eligible full-time employees and dependents effective March 1, 2010. Prescription reimbursement (employee pays first \$10 of RX co-pay) will be provided by the Board up to a total of \$180/employee from March 1, 2010 through August 31, 2010.

#### **SECTION 2. Cash in Lieu of Health Benefits**

- A. The Mt. Morris Board of Education shall provide a Cash Payment option in lieu of health benefits effective March 1, 2010. The Board shall develop and implement a qualified plan document which complies with Section 125 of the Internal Revenue Code (the "Plan").
- B. The amount of the Cash Payment received may be applied by the bargaining unit member to a Tax-Deferred Annuity Plan. The Cash Payment amount shall be \$200 per month. To elect a Tax-Deferred Annuity, the bargaining member shall enter into a salary reduction agreement.
- C. The Board and the Employee shall be responsible for paying their respective FICA taxes on the Cash Payment amount applied to a Tax-Deferred Annuity.
- D. The Plan will become effective March 1, 2010. Should the Parties negotiate changes in the Collective Bargaining Agreement after the effective date of the Plan, the Plan document shall be amended to reflect these changes.
- E. All costs relating to the implementation and administration of benefits under this program shall be borne by the Board.



### SECTION 3. Life Insurance

All Employees covered by this Agreement will be granted a life insurance protection plan with the Board to pay the full premium for such coverage. The amount of such coverage will be based on the number of hours the Employee works for the Employer in accordance with the following formulas:

Employees working 4 hours or less per day	\$4500 Coverage
Employees working 6 hours or less per day	\$6000 Coverage
Employees working 6.1 hours or more per day	\$7500 Coverage

### SECTION 4. Long Term Disability

The Board shall provide a long-term disability insurance for each member of the bargaining unit. Benefits will be payable upon the ninety-first (91st) calendar day of disability at sixty six and two thirds (66 2/3%) percent of the Employee's salary.

### SECTION 5. Health and Safety

- A. The Employer shall provide the necessary protective clothing and equipment including, but not limited to, three (3) foul weather suits for outside maintenance, gloves, face shield and apron for handling corrosive materials and a life preserver for pool cleaning.
- B. Employees cleaning the swimming pool shall be required to wear a life preserver.
- C. When an Employee is cleaning the pool, another Employee shall be assigned to work in the pool area and act as a safety person. This clause shall not be used to require the hiring of additional personnel for pool cleaning.

### SECTION 6. Dental Insurance

The Board of Education will, subject to the terms of the carrier, provide MESSA Delta Dental insurance or equivalent (90%/90%/90%). Dental insurance will be provided for all Employees and all dependents under the contract for which the premium will not exceed \$50.00 per month per Employee.

### SECTION 7. Vision Insurance

The Board of Education will, subject to the terms of the carrier, provide a vision plan to all Employees and all dependents under the contract.

### SECTION 8. Part-Time Employee Benefits

Part-time Employees shall receive a pro rata of all benefits provided under this agreement (with the exception of the dental insurance which shall be fully paid). Insurance provisions are pro-rated and subject to the terms of the carrier.

**ARTICLE XXII**  
**LONGEVITY**

Longevity compensation shall be granted to each Employee of the bargaining unit beginning with the following years of service:

10th year	\$225.00
15th year	\$275.00
20th year	\$350.00
25th year	\$425.00

Longevity is payable the first pay period in December of each year.

**ARTICLE XXIII**  
**BUS DRIVERS**  
**HOURS AND WORK WEEK**

**SECTION 1. Work Week**

- A. The regularly scheduled work week shall begin at 12:01 a.m. Monday and end 120 hours thereafter.
- B. The normal work day shall be whatever would constitute the Bus Driver's normal daily bus runs.

**SECTION 2. Overtime Rates will be paid as follows:**

Time and one-half (1 1/2) shall be paid for all time worked in excess of the first forty (40) hours worked as a bus driver in any one work week.

**SECTION 3. Reporting Pay**

Any Employee called to work or permitted to come to work without having been notified that there will be no work shall be paid as follows:

- 1. Regular Run: The rate only for the first run missed.
- 2. Extra Trip: One hour's pay.

**ARTICLE XXIV**  
**HOLIDAYS**

To be eligible for holiday pay, the Employee must have completed his/her probationary period and obtained seniority and must also work his/her last scheduled work day prior to the holiday and his/her first scheduled work day after the holiday.  
Paid holidays are:

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

New Year's Day  
Good Friday  
Memorial Day

## **ARTICLE XXV** **VACANCIES**

### **SECTION 1. Bidding of Runs**

- A. Individual runs will be bid on by the drivers according to their seniority. The Transportation Supervisor will be present throughout the bidding process. A Representative of the Union may also be present. Individual runs that are not chosen by the drivers will be offered to the first available driver according to seniority. If no one is available the run or runs will be assigned to the least senior driver. The Transportation Supervisor reserves the right to deny any grouping if such grouping will cause inefficiency in the operation of the Transportation Department.
- B. If a temporary vacancy occurs during the year, the run(s) will be assigned by the Transportation Supervisor on the basis of the most senior driver who bids on the vacancy, and who can accommodate additional runs within the framework of his/her existing schedule, and other administrative limits applied to drivers. If this cannot be accomplished, the runs may be assigned to a substitute or new hire.
- C. Vacancies will be posted for at least four (4) working days prior to permanent filling. Drivers may apply for a posted vacancy during that period. All vacancies shall be posted within a reasonable period of time when they occur.
- D. In the event that a vacancy occurs after the bidding process has been completed, the new position will be posted. The most senior driver selecting the new position will be awarded the new position. The opening created by awarding the new position shall be filled on the basis of (B) above.

### **SECTION 2. Extra Driving (Regular Runs)**

- A. When the Board of Education knows at least one (1) working day in advance that a regular driver is going to be absent for a period of five (5) working days or more, the Board will assign, on a temporary basis, the absent driver's regular runs to other regular drivers, on a seniority basis, who can accommodate such runs under his/her current schedule.
- B. Any reassignment or lack thereof shall not be the subject of any grievance. If the runs have not been assigned as indicated in the above section 2 (A), the Director of Transportation shall make the correct assignment immediately when it is brought to his/her attention by the Union.

### SECTION 3. Extra Trips

**Definition:** Extra trips are herein defined as all those runs which are not normally scheduled daily.

1. Extra trip runs will be posted on Thursday's, to be chosen by any driver available to accommodate such runs by the following Monday. Substitute drivers may choose extra trip runs, however, they will not be assigned with such runs unless regular drivers are not available.

If a driver, because of an emergency or illness, is unable to perform an assigned extra trip run, the run will then be given to the next regular driver on the seniority list whose name appears on the extra trip list. This new assignment will not cause any bumping or shifting in the already established extra trip run schedule for the week.

2. All regular drivers shall share in the extra trip rotation. Extra trips will be offered in a manner to equalize participation according to the number of hours worked. The Board of Education may skip offering an extra trip to a driver if same would cause the driver to go over the limit of forty (40) hours in a week. If none of the drivers to whom the extra trip is offered accepts said trip, it may be assigned by the Director of Transportation to the driver with the least number of hours for the week. Employees with nineteen (19) years or more seniority are exempt from the mandatory Extra Trip rotation.
3. A driver would not be required to give up a regular run(s) for an extra duty run which pays less money.

### SECTION 4. Van

The van is not considered a bus and therefore not the exclusive domain of the bus drivers. If transportation is offered by the school district, bus drivers will transport all Adult Ed and K-12 students to and from class.

If the school district offers transportation, it is agreed that all members of an activity go together in a group, except under rare and unusual circumstances. When non-bargaining unit members drive the van or the car, there shall be no compensation. The district will not use the van and car or other vehicle in combination to avoid using a bus.

## **ARTICLE XXVI** **ELIMINATION OF A BUS RUN**

Whenever it is determined by the Employer that it is necessary to eliminate an entire run or runs, the affected driver or drivers shall have the right to exercise their seniority and bump the least seniority driver. The Employee whose run is eliminated, or who is bumped, and does not have enough seniority to displace another driver, shall be laid off. An Employee who is laid off shall be placed at the top of the substitute drivers seniority list and shall then

remain a substitute driver until an opening would occur, in which case they would be able to exercise their seniority as a regular driver and return to a regular driver seniority status.

**ARTICLE XXVII**  
**SICK LEAVE AND FUNERAL LEAVE**

**SECTION 1. Sick Leave**

- A. Each Employee covered by this Agreement shall accumulate sick days at the rate of one (1) day per month if the Employee drives eighty (80%) percent of his/her scheduled days that month. Sick days can accumulate up to sixty (60) days. Sick days may be used when an Employee is incapacitated from the performance of his/her regular duties due to sickness, injury or for medical, dental or optical examination or treatment. Any Employee who misses three (3) consecutive days in a semester due to any cause except those mentioned in (C) 1,2,3, and 4 below, or those days covered by a doctor's slip, must thereafter provide a doctor's slip for every absence in order to receive sick pay. Any Employee who shall miss twenty (20%) percent of his/her regularly scheduled runs and temporary runs in any one month shall not earn a sick day for that month. Temporary runs shall be defined as temporary assignments in duration of at least twenty (20) consecutive work days, which are known in advance to the supervisor. One day shall be defined as driving all the Employee's regularly scheduled runs and temporary runs for that day. Leave time requested and approved in advance of the days missed will count toward the twenty (20%) percent mentioned above.
- B. Employees who are unable to perform their duties because of illness or disability should notify their supervisor before the start of the work day. If an illness or disability extends beyond the first work day, the Employee's immediate supervisor may make arrangements as to the frequency of notification of the continued illness or disability.
- C. The following usages of sick days will be permitted:
1. Death in the immediate family up to a maximum of three (3) days per death. Immediate family shall be defined as spouse, children, and parents of the Employees. Two (2) of the three (3) days will not be deducted from sick leave.
  2. Death of other relatives up to a maximum of two (2) days per death for the Employee's brother, sister, father or mother-in-law, and Employee's grandparents and grandchildren.
  3. Illness in the immediate family up to a maximum of two (2) days per incident. A doctor's slip must be presented for this usage.
  4. Up to two (2) days per year for personal business which cannot be taken care of during non-working hours. Personal business days cannot be used immediately before or after a holiday or vacation period or the first or last day of school or for recreational or social activities. Three days advance notice is required for the use of personal business days when possible. Exceptions can be made by the

Administration. The request for a personal business day must be approved by the Employee's supervisor.

- D. Sick days may also be used on teacher inservice days, if the Employee notifies their supervisor in writing at the beginning of the school year of the specific dates requested for that school year.
- E. Upon retirement or quit after ten (10) years of service, the Employee shall be paid thirty (30%) percent per day for the last five year average of the Employee's regular run pay per day for those Employees who have over twenty (20) days accumulated.

### **ARTICLE XXVIII** **LEAVES OF ABSENCE**

- A. An Employee who, because of illness or accident which is non-acceptable under the Workers' Compensation Law, is physically unable to report to work and has exhausted all means of allowable compensation from the Employer, shall be granted a leave of absence for up to one (1) year, which may be extended upon approval by the Board of Education, provided the Employee notifies the Employer of the necessity thereof, and provided further that the Employee supplies the Employer with a statement from a medical or osteopathic doctor of the necessity for such leave of absence, and for the continuation of such absence.
- B. Leaves of absence may be granted for a specified period of time for training related to an Employee's regular duties in an approved education institution.
- C. Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in the Employee's immediate family, which includes husband, wife, children or parents living in the same household, not to exceed thirty (30) calendar days.
- D. Whenever an Employee shall become pregnant, she shall, by the end of her fourth (4th) month, furnish the Employer with a statement from her physician indicating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When she is required to interrupt her employment upon the advice of her physician or she is unable to perform the available work, she shall immediately be granted a leave of absence. Upon her return to work, she will be required to furnish a signed medical statement from her physician indicating that she is physically able to do her job.
- E. The reinstatement rights of any Employee who enters the military service of the United States by reason of an Act of Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such Law, shall be determined in accordance with the provision of the law granting such rights.
- F. Leaves of absence will be granted to Employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the Employees are ordered to active duty for emergency reasons, provided such Employees make written request for such leave of absence

immediately upon receiving their orders to report for such duty, providing that the call was not due to the Employee's failure to meet his/her normal reserve duty obligations.

- G. Any Employee in the bargaining unit elected or appointed to full-time office or position in the Union whose duties require his/her absence from work shall be granted a leave of absence for the duration of such office of position.
- H. All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the Employee and a copy sent to the Union.
- I. An Employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay or fringe benefits and shall accumulate seniority during the leave of absence, and the Employee shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the Employee.
- J. Employees with five (5) or more years of continuous service may request a personal leave of absence, not to exceed nine (9) months, which is subject to the approval of the Superintendent.

## **ARTICLE XXIX**

### **GENERAL FOR BUS DRIVERS**

#### **SECTION 1. Continuing Education**

The Employer agrees to pay the full tuition fee for any Employee it so designates to attend a workshop, in-service training seminar, self-improvement course or other job-related training which is of such a nature specifically designated to provide on the job improvement, excluding any program a driver is required to complete to obtain and/or renew their required certification.

#### **SECTION 2. Drivers Facilities**

Restroom facilities and a telephone shall be provided for the use of the Employees.

#### **SECTION 3. Bus Certification Tests**

The Employer shall pay the full cost of the Bus Certification Tests, including all tuition and the mileage for any Employee who drives his/her personal vehicle to such school, when there is no school transportation available, at the regular rate and procedure as established by Board policy, plus the Employee shall be paid the minimum wage for attending the Bus Driver's School as is required by the State of Michigan.

#### SECTION 4. Training

In the event that a regular driver is required to train another driver who is a member of the unit, the regular driver shall be paid the proper rate of pay for all such time, the driver who is being trained shall receive three dollars (\$3.00) if assigned to a regular run.

#### SECTION 5. Workers' Compensation

In the event that an Employee suffers an injury or illness that is compensable under the Michigan Workers' Compensation Law, the Employee shall be entitled to use his/her sick leave in the same manner as if the injury or illness was not compensable under Workers' Compensation provided that said Employee reimburses the Employer the amount of wage continuation benefits he/she receives under Workers' Compensation for any day which he/she receives sick pay from the Employer for up to one year. For any day that the Employee receives sick leave pay from the Employer and reimburses the Employer for the Workers' Compensation received, the Employee's sick leave shall be reduced only by the portion of a day equal to the position of the Employee's gross pay actually paid by the Board.

#### SECTION 6. Parking

Adequate parking facilities shall be provided for the Employees covered by this Agreement, within the reasonable proximity of the Bus Garage. Existing facilities are satisfactory.

#### SECTION 7. Unsafe Bus

In the event that an Employee feels that he/she has an unsafe mechanical condition with his/her bus, the Employee shall report the condition to his/her supervisor in writing immediately.

#### SECTION 8. Bulletin Boards

Bulletin boards will be provided for the use of the Union. Bulletin boards will be used for posting of notices of bonafide Union activities only.

#### SECTION 9. Paychecks

The Employer will issue pay checks to the Employees covered by this Agreement bi-weekly. Furthermore, if the scheduled payday falls in a vacation week or on a holiday, Employees will be paid the last working day before scheduled pay day. In the event that school is dismissed due to inclement weather or other emergencies, every effort will be made by the Employer to make available to the Employees their paychecks as soon as it is practical.

#### SECTION 10. Special Education Runs

Special Education Runs will be paid at the rate of \$25.14 per run effective 7/1/09 and \$25.27 per run effective 7/1/10.



### SECTION 11. Kindergarten Runs

All Kindergarten runs shall be paid at the same rate as the regular runs.

### SECTION 12. Skill Center Runs

Skill Center runs shall be paid at the same rate of pay as regular runs.

### SECTION 13. Shuttle Runs

Shuttle runs will be established by the Employer and shall be defined as any time a student is picked up by a bus at one school facility and transported to another location where the student gets on a different bus to be transported to home or to school. Shuttle runs will be compensated according to Schedule "A".

### SECTION 14. Pay Computation

The Employer shall include on each Employee's pay check a breakdown showing the regular and extra hours or trips which were paid for that pay period. All reimbursable expenses shall be paid to the Employee in a separate check by no later than one (1) month from the date the expenses were turned in.

### SECTION 15. Extra Trip Pay

The Bus Driver who drives an extra trip shall be paid at the rate of \$10.10 per hour effective 7/1/09, and \$10.15 per hour effective 7/1/10. The Bus Driver who drives an extra trip shall receive no less than one (1) hour pay for an extra trip. In the case where the driver is required to be at a point to begin his/her run or to finish his/her run, he/she shall be paid for that time or when the bus actually arrives, whichever is greater.

### SECTION 16. Breakdown Time

The Employer will have a Mechanic on duty during the time periods that all of the regular runs are scheduled. In the event of an emergency situation, or breakdown of the bus, and the Bus Driver is required to remain with his/her vehicle, he/she shall be paid the minimum hourly wage.

### SECTION 17. Paid Days

Each Employee covered by this Agreement shall be paid his regular daily rate of pay for all reimbursable leave days which are provided for under this Agreement.

### SECTION 18. Routes

A written copy of all runs shall be furnished by the Employer and made available to the driver who is driving that run, with all of the runs to be outlined in detail.

### SECTION 19. Athletic Passes - Home Games

Each Employee covered by this Agreement shall be given a pass for all home athletic events by the Employer at no cost to the Employee.

### SECTION 20. Physical Examinations

The Employees shall annually be given a physical examination at times, dates, and places to be determined by the Employer, and conducted by a physician appointed by the Employer, which shall also include all T.B. tests.

### SECTION 21. Pensions

The Employer agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each Employee covered by this Agreement.

### SECTION 22. Severe Weather

- A. Effective with the 1986-1987 school year, in the event school is closed because of "severe weather", drivers will not receive pay unless the day is made up and the driver works.
- B. In the event the legislature modifies the current law, the parties will renegotiate the "severe weather" language.
- C. In the event the legislature rescinds the current law, the parties will revert back to the old practice on "severe weather" days.
- D. If the State gives the district credit for a "severe weather" day as a student session day and gives the district its full state aid, the drivers will receive pay even though they did not work that day.

### SECTION 23. Term Life Insurance

As soon as possible after ratification of this Agreement by both parties, the Board of Education shall pay the premiums for a \$6,000 Term Life Insurance Policy with AD&D for each seniority Bus Driver covered by the terms of the contractual Agreement, subject to the terms of the insurance carrier.

### SECTION 24. Health Insurance

Employees may purchase health insurance under the group plan if agreeable with the carrier.

### SECTION 25. Vision/Dental Insurance

The Board will provide the following single subscriber vision and dental insurance coverage for all bus drivers covered under this Agreement.

Vision (July 1-June 30)

Examination	\$35
Single Vision	\$25
Bifocal	\$40
Trifocal	\$40
Lenticular	\$70
Frames	\$35

Dental (July 1-June 30)

90% of basic services
75% of major services
\$25 lifetime deductible
\$1,000 annual maximum total benefit

SECTION 26. Expense Allowance

A cash allowance is to be provided for gasoline on all extended trips. The Director of Transportation will present a voucher for the driver to sign so he/she can get the money before he/she goes on the extra trip (when needed). If a driver should have to buy gasoline with his/her own money, he/she will be reimbursed at once upon presenting his/her expense account.

**ARTICLE XXX**  
**LONGEVITY**

Payable at the end of the school year. Employee must be on the payroll as of the last day of school to be eligible. No pro rata.

At the completion of 10th year	\$125.00
At the completion of 15th year	\$175.00
At the completion of 20th year	\$225.00

**ARTICLE XXXI**  
**OMNIBUS TRANSPORTATION EMPLOYER TESTING ACT OF 1991**

Pursuant to the Omnibus Transportation Employer Testing Act of 1991, the parties have mutually agreed to the following procedures effective upon ratification of this language by the parties.

INFORMATION AND TRAINING

The Employer shall provide all bargaining unit members subject to the drug and alcohol policies and procedures of this section with annual in-service training on its drug and alcohol policies and procedures, the standards of conduct expected by the Employer relative to alcohol and drug use and the consequences of positive testing procedures.

1. Such training shall be conducted before the commencement of the school year.
2. This annual training shall be considered working time pursuant to this Agreement and paid at the extra trip rate per hour.

3. In conjunction with the annual training, the Employer will provide the bargaining unit members with written information regarding its drug testing policies and procedures, the categories of Employees within the unit to be tested, information on safety sensitive functions, the conduct prohibited by the Act, and information on the effects of alcohol and controlled substance use.
4. Failure to attend the annual in-service shall not relieve the Employee from responsibility for complying with the law and/or the District's policies and procedures and may subject the Employee to disciplinary action.

#### TESTING PROCEDURE AND COMPENSATION

1. All eligible Employees, including those absent or on leave, will have their names included in each random draw.
2. If an Employee subject to random drug or alcohol testing is required to report or remain at the testing location after their schedule run (off the clock), the Employee will be compensated up to a maximum of two hours pay at the extra trip rate per hour for that time.
3. The employer shall pay for all required drug and alcohol testing, and the second split drug test, if negative. The Employee shall pay for the second split drug test if positive, and is responsible for all return to work tests.
4. Testing which is conducted during work time will not result in a reduction of the Employee's wages.

#### CONSEQUENCES FOR DRIVERS ENGAGED IN ALCOHOL MISUSE OR USE OF CONTROLLED SUBSTANCES.

1. All Employees are required to comply with the District's Drug Alcohol Policies and Procedures. Employees who have been treated or who are being treated for drug and/or alcohol problems will be viewed by the district as any other Employee.
2. Discipline
  - A. An Employee who through random testing for the first time tests positive for alcohol below .04 will be automatically suspended without pay for a period of ten (10) working days. During that time the Employee shall provide written documentation from a substance abuse professional that s/he is free from alcohol in order to be returned to work. If the Employee fails to provide the information at least 24 hours prior to the conclusion of his/her unpaid suspension, s/he shall be considered a voluntary resignation under the terms of this Agreement.
  - B. Any Employee who tests positive at or greater than .02 for alcohol during reasonable suspicion or post-accident testing will be subject to immediate discharge.

- C. Reasonable suspicion must be based on specific observations existing at the same time which can be clearly expressed regarding appearance, behavior, speech or body orders of the driver that a prohibited use of alcohol or drugs is occurring pursuant to the Act.
- D. Any Employee who tests positive at or greater than .04 for alcohol shall automatically be terminated from employment with the district.
- E. Any Employee who tests positive for drugs shall automatically be terminated from employment with the district.
- F. An Employee who refuses to participate in testing required by this Act will be subject to immediate discharge.
- G. The parties mutually recognize and agree that drug testing and alcohol testing are investigatory proceedings which may subject the Employee to dismissal and as such, the Employee is entitled to Union representation.

#### UNION NOTIFICATION

1. The Union President (or appropriate steward) shall be notified of any bargaining unit members who are selected for random drug or alcohol testing and return to duty or follow-up testing.
2. The Union President (or appropriate steward) shall be notified as soon as possible of any bargaining unit members who will be subject to reasonable suspicion and post-accident drug or alcohol testing.
3. The Union President (or appropriate steward) shall be notified as soon as possible of any bargaining unit member who tests positive on any drug or alcohol test.
4. Failure to comply with the above notification due to circumstances beyond the control of the Board shall not jeopardize the Board requirement to comply with the law nor any disciplinary action that may result.

#### **ARTICLE XXXII GENERAL**

#### **CUSTODIAN/MAINTENANCE/FOOD SERVICE/BUS DRIVERS**

#### SECTION 1. Tax Sheltered Annuities

The Employer agrees to deduct the premiums for variable tax deferred annuities solely paid for by the Employee, and to remit such premiums to the Board-designated insurance company.

**SECTION 2. Deductions**

The Employer agrees to make available to all of the Employees covered by this Agreement, any payroll deduction services which are available through the school district such as savings bonds, Credit Union, etc.

**ARTICLE XXXIII  
CLASSIFICATION AND COMPENSATION**

The parties hereto agree that the Employees covered by this Agreement shall be considered engaged in the type of work and classifications as set forth on Schedule A attached hereto and made a part of by reference.

**ARTICLE XXXIV  
SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

**SECTION 1.**

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

**SECTION 2.**

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

**SECTION 3.**

If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or is compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfying replacement for such article or section.

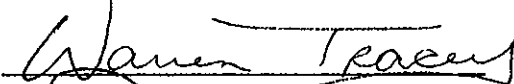
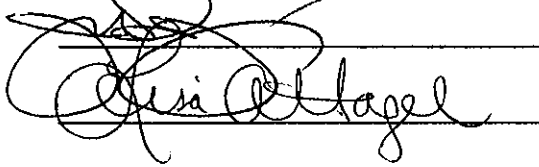
**ARTICLE XXXV**  
**BINDING EFFECTIVE AGREEMENT**

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

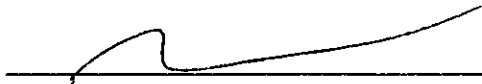
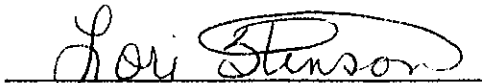
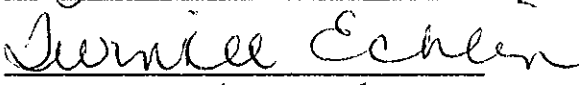
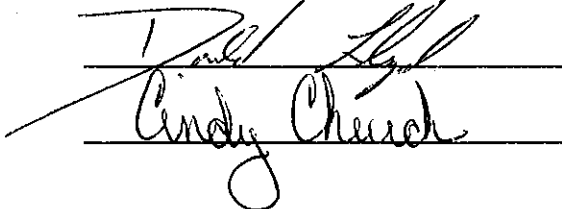
**Termination and Modification**

- A. This Agreement shall continue in full force and effect until June 30, 2011.
- B. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date, this Agreement shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination. Any amendment that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. The effective date of the Agreement shall be July 1, 2009.

MT. MORRIS BOARD OF  
EDUCATION

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

MT. MORRIS EDUCATIONAL  
SUPPORT PERSONNEL

  
\_\_\_\_\_  
PRESIDENT  
  
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\_\_\_\_\_  
MEA

**SCHEDULE A  
SALARY SCHEDULE  
CUSTODIAN/MAINTENANCE/FOOD SERVICE**

<u>CLASSIFICATIONS</u>	Pay Rate Effective 7/1/09	Pay Rate Effective 7/1/10
General Maintenance Engineer Field Leader	\$18.73	\$18.82
General Maintenance Engineer	\$17.99	\$18.08
Chief Custodian (H.S.)	\$17.99	\$18.08
Chief Custodian (J.H.)	\$17.58	\$17.67
Chief Custodian (Central)	\$17.58	\$17.67
Chief Custodian (Elementary)	\$17.01	\$17.10
Custodian	\$16.06	\$16.14
Head Bus Mechanic	\$19.78	\$19.88
Bus Mechanic	\$19.11	\$19.21
Head Cook	\$12.47	\$12.53
Cook Baker	\$11.57	\$11.63
Kitchen Aides/Helpers	\$10.27	\$10.32
Food Van Driver	\$10.27	\$10.32

Uniform allowance to Bus Mechanics and Kitchen Help - \$125.00 per year

Payable	1/3	-	1st payment in September
	1/3	-	2nd payment in December
	1/3	-	3rd payment in March

The Board will make available for use the necessary tools to those Employees whose job duties requires that they use tools with the exception of Bus Mechanics who will receive an annual \$100.00 tool allowance for broken or worn out tools. The broken or worn out tool must be turned in to collect on the allowance.

A determination will be made each time extra work for the Food Service employees is available as to whether the work is "banquet" or "non-banquet." Banquet serving is to be rotated among all Kitchen Aides. A signed availability list will be established each September for rotation purposes. If an Employee whose name appears on such list should refuse overtime three (3) times during the school year, his/her name shall be removed from the list for the remainder of the school year. Employees serving on banquets for non-affiliated school groups will be paid time and one half (1 1/2) at their regular hourly rate of pay for all hours worked. If the work is determined to be "non-banquet," the language of Article XVII, Section 3, Distribution of Overtime, shall be followed. Head Cook and/or Cook Baker will be required to work if cooking /baking is involved.



**SCHEDULE A**  
**SALARY SCHEDULE**  
**BUS DRIVERS REGULARLY SCHEDULED RUNS**

<u>MILEAGE</u>	Pay Rate Effective 7/1/09	Pay Rate Effective 7/1/10
1.0 - 5 Miles	\$10.38	\$10.43
5.1 - 10 Miles	\$12.18	\$12.24
10.1 - 15 Miles	\$13.95	\$14.02
15.1 - 20 Miles	\$15.74	\$15.82
20.1 - 25 Miles	\$17.56	\$17.65
25.1 - 35 Miles	\$19.22	\$19.32
35.1 - 45 Miles	\$22.33	\$22.44
45.1 - 55 Miles	\$25.63	\$25.76
55.1 Miles and Over	\$28.92	\$29.06

LETTER OF AGREEMENT

between

THE MT. MORRIS PUBLIC SCHOOLS BOARD OF EDUCATION

and

MT. MORRIS EDUCATIONAL SUPPORT PERSONNEL

July 1, 1993

The Association agrees upon request to provide to the Employer for its review a copy of the Association's current "Policy and Administration Procedures Regarding Objections to Political/Ideological Expenditures." The Association further agrees, upon request, to certify to the Employer that it has complied with its policies and administrative procedures prior to requesting enforcement of the service fee obligation contained in the collective bargaining agreement.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed,

MT. MORRIS EDUCATIONAL  
SUPPORT PERSONNEL

MT. MORRIS BOARD OF  
EDUCATION

Donald L. Fjock  
Mavis M. Tennant  
Phyllis Westerbe  
Lion M. Wace  
MMBA Cathy Paige

Mary Christ  
President  
Deanna Rafferty  
Ly J. Alb  
Shel S. Aug

LETTER OF AGREEMENT

between

THE MT. MORRIS PUBLIC SCHOOLS BOARD OF EDUCATION

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL #547, AFL-CIO

September 1, 1982

The parties agree that the right to contract or subcontract shall not be used for the purpose of undermining the Union. However, joining with other units of government to transport students for other than regular transportation of Mt. Morris students to and from schools within the District shall not be in any way restricted by the contract. Prior to reaching any final agreement with other units of government for student transportation, the Administration will meet with the Union to discuss the impact on the Mt. Morris Bus Drivers Unit.

The types of runs which are covered by this side letter of agreement are Skill Center runs, Special Education runs, Field Trip runs and runs to private schools.


Effective date of this letter of agreement shall be September 1, 1983.


IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed,

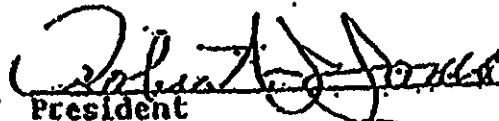
MT. MORRIS BOARD OF  
EDUCATION

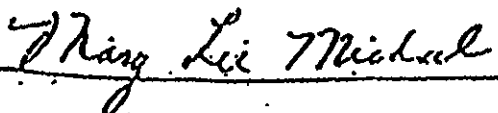
INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL #547, AFL-CIO

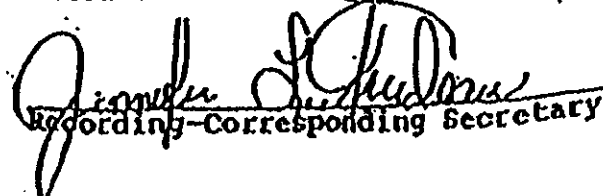
  
\_\_\_\_\_

  
Business Manager

  
\_\_\_\_\_

  
President

  
\_\_\_\_\_

  
Recording-Corresponding Secretary

LETTER OF AGREEMENT

between

THE MT. MORRIS PUBLIC SCHOOLS BOARD OF EDUCATION

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL #547, AFL-CIO

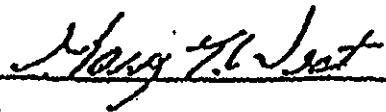
It is hereby agreed between the parties hereto that the following conditions shall apply in regard to the Bus Driver Employees who are represented by this Local Union:


1. That with the effective date of this letter of agreement the Mt. Morris Board of Education shall not be required to employ any Bus Driver Employees who are hired by the Board of Education from this date henceforth, in any other employee groups of classification.
2. It is further agreed that no present Bus Driver Employee, who is not presently working in another classification which falls within the employ of the Mt. Morris Board of Education, shall be permitted to be employed in any other classification other than that of a Bus Driver.
3. At the discretion of the Board of Education, employees holding two (2) jobs will be phased out of the bus driving classification as replacements become available on the basis of beginning with the driver with the lowest seniority in the bus driving classification.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed,

MT. MORRIS BOARD OF  
EDUCATION

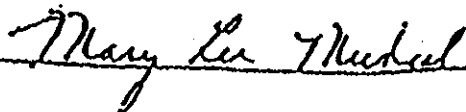
INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL #547, AFL-CIO

  
\_\_\_\_\_

  
BUSINESS Manager

  
\_\_\_\_\_

  
President

  
\_\_\_\_\_

  
Recording-Corresponding Secretary

Mt. Morris Consolidated Schools

Date: \_\_\_\_\_

### Employee Corrective Action Notice

Employee Name: \_\_\_\_\_

Employee Location: \_\_\_\_\_

Corrective Action Being Taken is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reason for the Corrective Action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The employee may write comments on the back of this form signing and dating the statement. Additional comments may be attached if necessary. The employee's signature does not mean the employee is in agreement with the corrective action, but that the employee has received the notice. This form and any attachments will be placed into the employee's personnel file at the Administration office.

I have read this corrective action notice. However, I understand that my signature does not mean I agree with the corrective action.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

November 2009



**LETTER OF AGREEMENT**

between

**THE MT. MORRIS PUBLIC SCHOOLS BOARD OF EDUCATION**

and

**MT. MORRIS EDUCATIONAL SUPPORT PERSONNEL**

**April 15, 2009**

For the period of June 15, 2009, through August 7, 2009, the Association agrees to amend Article XVII, Section 1. B, Section 2. A. 1 and 3, and Section 4 of the Master Agreement as follows:

Section 1. B: The normal work day shall be ten (10) consecutive hours, which shall include a paid lunch period on the premises and a fifteen (15) minute coffee break, a.m. and p.m. Five-hour employees shall be granted one fifteen (15) minute coffee break with pay.

Section 2. A. 1: Time and one-half will be paid for all authorized time worked in excess of ten (10) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.

Section 2. A. 3: Employees will be given double time on Sundays, if they work for forty (40) hours a week on the regular work week (Monday through Thursday) preceding the Sunday.

Section 4: Employees who are regularly scheduled for five (5) or more hours of work between the hours of 2:30 p.m. and 12:30 a.m. will receive a shift differential of five (5%) percent for all hours worked that night. Employees who are regularly scheduled for work between 12:30 a.m. and 10:30 a.m. shall receive a premium of ten (10%) percent for the ten (10) hours worked that day.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

**MT. MORRIS EDUCATIONAL  
SUPPORT PERSONNEL**

**MT. MORRIS CONSOLIDATED  
SCHOOLS**

\_\_\_\_\_  
President

*Cheryl A. Habrenberg*  
\_\_\_\_\_  
Assistant Superintendent

*4-15-09.*  
\_\_\_\_\_  
Date

*April 15, 2009*  
\_\_\_\_\_  
Date

