

**AGREEMENT**

**Between The**

**MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT**

**And The**

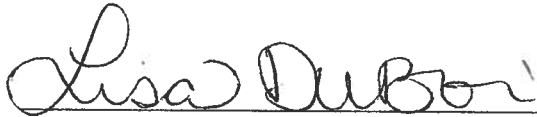
**MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT  
EMPLOYEES CHAPTER LOCAL #1865,  
AFFILIATED WITH COUNCIL #25, AFSCME, AFL-CIO**

**July 1, 2012 - June 30, 2015**

**Ratified by Chapter of Local #1865 Affiliated with Council #25,  
AFSCME, AFL-CIO**

**on**

**May 23, 2012**

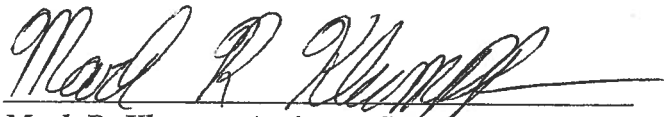


*Lisa DuBois, AFSCME Chairperson*

**Ratified by MOISD Board of Education**

**on**

**June 11, 2012**



*Mark R. Klumpp, Assistant Superintendent*

## TABLE OF CONTENTS

### ARTICLE 1. RECOGNITION

|                        |        |
|------------------------|--------|
| Employees Covered..... | Page 1 |
|------------------------|--------|

### ARTICLE 2. UNION SECURITY

|  |          |
|--|----------|
| Agency Shop .....                          | Page 1-2 |
| Dues & Initiation Fee Checkoff.....        | Page 2   |
| Representation / Service Fee Checkoff..... | Page 2   |
| Remittance of Dues & Fees .....            | Page 3   |
| Save Harmless .....                        | Page 3   |

### ARTICLE 3. EMPLOYER RIGHTS

|  |        |
|--|--------|
| Manage, Control, Assign, Direct, etc. .... | Page 3 |
| Type of Services .....                     | Page 4 |
| Number, Location - Facilities .....        | Page 4 |

### ARTICLE 4. UNION REPRESENTATION

|  |          |
|--|----------|
| Stewards, Alternate Stewards & Chapter Chairperson ..... | Page 4-5 |
| Union Bargaining Committee.....                          | Page 5   |

### ARTICLE 5. SPECIAL CONFERENCES

|                      |        |
|----------------------|--------|
| Representatives..... | Page 5 |
|----------------------|--------|

### ARTICLE 6. GRIEVANCE PROCEDURE

|                   |          |
|-------------------|----------|
| Definition .....  | Page 5   |
| Designates .....  | Page 5   |
| Procedure.....    | Page 6-7 |
| Arbitration ..... | Page 7-8 |

### ARTICLE 7. DISCHARGE & SUSPENSION

|                           |        |
|---------------------------|--------|
| Rights .....              | Page 8 |
| Written Notification..... | Page 8 |

### ARTICLE 8. SENIORITY

|                 |        |
|-----------------|--------|
| Probation ..... | Page 8 |
| Absences .....  | Page 9 |

### ARTICLE 9. SENIORITY LISTS

|                   |        |
|-------------------|--------|
| Date of Hire..... | Page 9 |
|-------------------|--------|

**ARTICLE 10. LOSS OF SENIORITY**

Reasons ..... Page 9-10

**ARTICLE 11. LAYOFF & RECALL**

Layoff Procedure ..... Page 10

Recall Procedure..... Page 11

**ARTICLE 12. TRANSFERS & ASSIGNMENTS..... Page 11**

**ARTICLE 13. VACANCIES, PROMOTION, JOB POSTINGS & BIDDING PROCEDURES.....**

Page 11-15

Summer Postings ..... Page 12

Provisions Regulating Bus Drivers..... Page 13-15

**ARTICLE 14. UNPAID LEAVE OF ABSENCE**

Reason ..... Page 16

Emergency..... Page 16

Seniority ..... Page 16

Family and Medical Leave (FMLA)..... Page 16

**ARTICLE 15. UNION BULLETIN BOARDS ..... Page 16**

**ARTICLE 16. JURY DUTY**

Compensation..... Page 17

**ARTICLE 17. RATES FOR NEW JOBS ..... Page 17**

**ARTICLE 18. WORKING HOURS..... Page 17-18**

**ARTICLE 19. SICK LEAVE**

Amount..... Page 18

Accumulation ..... Page 18-19

**ARTICLE 20. WORKER'S COMPENSATION-ON-THE-JOB INJURY..... Page 19**

**ARTICLE 21. FITNESS FOR DUTY**

Physical or Mental Examinations ..... Page 19

**ARTICLE 22. PAID LEAVES OF ABSENCE**

Personal Leave ..... Page 20

Bereavement Leave ..... Page 20-21

|   |            |
|---|------------|
| <b>ARTICLE 23. HOLIDAYS</b> .....   | Page 21    |
| <b>ARTICLE 24. INSURANCE PROTECTION</b> .....   | Page 22-23 |
| <b>ARTICLE 25. COMPUTATION OF BENEFITS</b> .....  | Page 23    |
| <b>ARTICLE 26. DISTRIBUTION OF AGREEMENT</b> .....  | Page 23    |
| <b>ARTICLE 27. ACT OF GOD DAYS &amp; MILEAGE REIMBURSEMENT</b> .....                              | Page 23-24 |
| <b>ARTICLE 28. NO STRIKE CLAUSE</b> .....   | Page 24    |
| <b>ARTICLE 29. WAIVER</b> .....   | Page 24    |
| <b>ARTICLE 30. ENTIRE AGREEMENT</b> .....   | Page 24    |
| <b>ARTICLE 31. SEVERABILITY</b> .....   | Page 24    |
| <b>ARTICLE 32. SALARY SCHEDULES</b> .....   | Page 25-26 |
| Paraeducators.....  | Page 25    |
| Least Restrictive Environment Coach.....  | Page 25    |
| Occupation Therapy Assistants, Physical Therapy Assistants,<br>Hearing Impaired Interpreters..... | Page 25    |
| Bus Drivers.....  | Page 26    |
| <b>ARTICLE 33. LONGEVITY</b> .....  | Page 26    |
| <b>ARTICLE 34. DURATION OF AGREEMENT</b> .....  | Page 26    |
| <b>ARTICLE 35. HEALTH/SAFETY COMMITTEE</b> .....  | Page 27    |
| <b>ARTICLE 36. EDUCATIONAL TRAINING PROGRAMS</b> .....  | Page 27    |
| <b>ARTICLE 37. WORK PERFORMED BY SUPERVISORS</b> .....  | Page 27    |
| <b>ARTICLE 38. BUS DRIVER CERTIFICATION</b> .....   | Page 27    |
| <b>APPENDIX A - AUTHORIZATION FORM</b> .....  | Page 28    |
| <b>APPENDIX B – GRIEVANCE FORM</b> .....  | Page 29-30 |

## AGREEMENT

This Agreement entered into this 1st day of July 2012, between the MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT (hereinafter referred to as the "EMPLOYER") AND THE MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT EMPLOYEES CHAPTER OF LOCAL #1865, AFFILIATED WITH COUNCIL #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

### **PURPOSE AND INTENT:**

The general purpose of this Agreement is to set forth terms and conditions of employment, rates of pay, wages, and hours of employment.

### **ARTICLE 1. RECOGNITION (Employees Covered)**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

ALL SPECIAL EDUCATION PARAEDUCATORS, OCCUPATIONAL THERAPY ASSISTANTS, PHYSICAL THERAPY ASSISTANTS, HEARING IMPAIRED INTERPRETERS AND LEAST RESTRICTIVE ENVIRONMENT COACH; ALL FULL-TIME AND PART-TIME BUS DRIVERS BUT EXCLUDING: SUBSTITUTES [DAY-TO-DAY AND ALL OTHER SUBSTITUTES EMPLOYED FOR LESS THAN NINETY (90) CONSECUTIVE WORKING DAYS IN A GIVEN SCHOOL YEAR], SUPERVISORS AND ALL OTHER EMPLOYEES OF THE INTERMEDIATE SCHOOL DISTRICT.

All usage of male pronouns in this Agreement shall also denote female pronouns.

### **ARTICLE 2. UNION SECURITY**

#### **A. Agency Shop**

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union as determined by the Union for the duration of this Agreement.
2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required to either become members of the Union or pay a representation/ service fee, as determined by the Union, commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
3. Bargaining unit members hired, rehired, reinstated or transferred into the bargaining unit (after completion of the probationary period) after the effective date of this Agreement shall be required to either become members of the Union and pay membership dues or pay a representation/service fee to the Union for the duration of this Agreement.

4. Bargaining unit members who have not authorized payroll deduction of membership dues or representation/service fees shall have the representation/service fee amount deducted from their wages after being provided written notice of delinquency by the Union (with a copy provided by the Union to the Employer) and after an opportunity to have a hearing before the Employer regarding the alleged delinquency. Any amounts deducted shall be retroactive to the initial date of delinquency.

**B. Membership Dues and Initiation Fee Checkoff**

1. The Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required and as provided for in a written authorization voluntarily executed by the employee in accordance with the form herein provided (see Appendix A). The written authorization for Union dues and initiation fees deduction shall remain in full force and effect unless and until revoked by the employee. The termination notice must be given both to the Employer and the Union.
2. Membership dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary/Treasurer of the Union, regarding the amounts to be deducted and legality of the adopting action specifying such amounts of Union membership dues and representation/service fees.
3. The Employer agrees to provide this service without charge to the Union.

**C. Representation/Service Fee Checkoff**

1. The Employer agrees to deduct from the wages of an employee who is not a member of the Union, the representation/service fee, as provided for in a written authorization voluntarily executed by the employee in accordance with the form set forth in Appendix A. The written authorization for representation/service fee deduction shall remain in full force and effect unless and until revoked by written notice given by the employee. The termination notice must be given to both the Employer and to the Union. If the employee revokes authorization for deduction of the representation/service fee during the life of this Agreement, any delinquency will be addressed in accordance with the provisions of paragraph A(4) of this Article.
2. The amount of such representation fee will be determined by the procedures set forth in paragraph B(2) above.
3. The Employer agrees to provide this service without charge to the Union.
4. The Union will certify at least annually to the Employer, at least fifteen (15) days prior to the date of the first payroll deduction for representation/service fees, the amount of said fees to be deducted by the Employer, and that said representation/service fee includes only those amounts permitted by this Agreement and by law.

D. Remittance of Dues and Representation/Service Fees

1. When Deductions Begin.

Checkoff deductions under all properly executed authorizations shall become effective at the time the authorization is signed by the employee and shall be deducted from the final pay period of the month and each month thereafter.

2. Remittance of Dues, Initiation and Representation/Service Fees to Financial Officer.

Deductions for any calendar month shall be remitted to the designated officer of AFSCME Council #25, with an alphabetical list of names of all employees from whom deductions have been made, no later than the fifth (5<sup>th</sup>) day of the month following the month in which they were deducted. Employee addresses will be provided to the Union upon request.

3. The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

4. The Union agrees to promptly notify the Employer in the event of a judicial order that alters the representation/service fee established by the Union or which restrains the Union from collecting or charging any such amounts to members of the bargaining unit.

E. Save Harmless

The Union agrees to indemnify and save the Employer, its agents, and each individual School Board Member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action taken by the Employer for the purpose of complying with this Agreement.

**ARTICLE 3. EMPLOYER RIGHTS**

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

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

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights of assignment and direction of work of all of its personnel; determine the hours of work and starting times and scheduling of all the foregoing; the rights to establish, modify or change any work or business hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees within their respective classifications, determine the size of the work force and to lay off employees.
4. Determine the type of services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations, which are not in conflict with this Agreement. This shall include the right to adopt disciplinary rules without prior bargaining with the Union.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization.
11. Determine the policy affecting the selection, testing, or training of new employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Employer except as otherwise limited by the express provisions of this Agreement.

#### **ARTICLE 4. UNION REPRESENTATION**

##### **A. Stewards, Alternate Stewards and Chapter Chairperson**

The Employees covered by this Agreement will be represented by Stewards designated by the Union.

1. The Employer will be notified of the names of the Stewards and Alternate Stewards who will serve only in the absence of the regular Steward.
2. As a general rule, the Chapter Chairperson or Stewards will investigate and present grievances on their own time. However, whenever the Employer requests the presence of the Chapter Chairperson and/or a Steward, or schedules a conference during working hours, the Chapter Chairperson and/or the Steward, will be allowed time off without loss of time or pay.



3. The Chapter Chairperson and Stewards are authorized to resolve grievances and other matters on behalf of bargaining unit members and the Union.

**B. Union Bargaining Committee**

1. Employees covered by this Agreement will be represented in negotiations by no more than four (4) employees as determined by the Union to serve as negotiating committee members.
2. If the bargaining by the parties is conducted during the regular work day, members of the bargaining committee shall suffer no loss of time or pay.

**ARTICLE 5. SPECIAL CONFERENCES**

By mutual agreement special conferences may be held during the life of this Agreement between the Union and the Employer, or their designated representative(s). Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Conferences shall be held at a mutually agreed time and date.

Designated representatives for the purpose of this Article shall be construed to mean employee or non-employee representatives.

**ARTICLE 6. GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

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

1. The termination of services of or failure to re-employ any probationary employee.
2. Any matter for which there is recourse through other forums established by statute (i.e., FLSA, EEO, PERA).

- B. The Union shall designate Stewards and Alternate Stewards to handle grievances when requested by the grievant. The Employer hereby designates the Director of Special Education to act as its representative at Level One for grievances involving Paraeducators, Occupational Therapy Assistants, Physical Therapy Assistants and Hearing Impaired Interpreters, and Least Restrictive Environment Coach and the Transportation Supervisor to act as its Level One representative for grievances involving Bus Drivers.

The Superintendent or Assistant Superintendent are designated as the Employer's Level Two representatives.

- C. The term "days" as used herein shall mean Monday through Friday, excluding Christmas/winter recess and spring recess.

D. Any written grievance not completed in accordance with the requirements of the forms provided in Appendix B may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. Level One

A grievant alleging a violation of the express provisions of this contract shall, within five (5) days of its alleged occurrence, or within five (5) days of the date on which such grievant could have reasonably become aware of its alleged occurrence, orally discuss the grievance (either personally or through his Union representative) with the Employer's Level One Representative in an attempt to resolve same.

If no resolution is obtained within five (5) days of the oral discussion, the Union representative shall, within seven (7) days of such oral discussion, reduce the grievance to writing and deliver it to the Employer's Level One Representative. If the Union does not receive an answer within five (5) days thereafter, or if the written answer is unacceptable, the Union shall have ten (10) days from the date on which the written grievance was submitted to the Employer's Level One Representative, within which to appeal the grievance to Level Two.

Level Two

A copy of the written grievance shall be filed with the Superintendent or Assistant Superintendent as specified in Level One. Within five (5) days of receipt of the grievance, the Superintendent or Assistant Superintendent shall arrange a meeting with the designated Union representative to discuss the grievance. The grievant shall be present at such meeting if either party so desires.

Within five (5) days of the meeting the Superintendent or Assistant Superintendent shall render his decision in writing, transmitting a copy of the same to the Union.

If no decision is rendered within five (5) days of the aforementioned meeting, or if the decision is unsatisfactory to the grievant and the Union, the Union shall within eight (8) days of such meeting, appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board (Superintendent of Schools) in charge of drawing up the agenda for the Board's scheduled meetings.

Level Three

Upon proper application as specified in Level Two, the Board, (or a subcommittee thereof), shall allow the grievant and his Union representative an opportunity to be heard at the meeting for which the grievance is scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon, or otherwise investigate the grievance provided, however, that in no event, except with express written consent by the Union, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Union.

#### Level Four

Under the terms of this Agreement, individual grievants shall not have the right to process a grievance at Level Four.

1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may within sixty (60) days after having received the decision of the Board, refer the matter for arbitration to the American Arbitration Association. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
2. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Union. Subject to the right of the Employer or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
3. Powers of the arbitrator are subject to the following limitations:
  - a. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. He/She shall have no power to establish salary scales or to change any salary.
  - c. He/She shall have no power to change any practice, policy, or rule of the Employer nor substitute his judgment for that of the Employer.
  - d. He/She shall have no power to decide any question, which, under this Agreement, is within the responsibility of the Employer to decide.
  - e. He/she shall have no power to interpret state or federal law and shall not hear any grievance, which is barred from the scope of the grievance procedure.
  - f. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - g. More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent.
  - h. Where no wage loss has been caused by the action of the Employer complained of, the Employer shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one (i.e., the arbitrator is prohibited from assessing punitive damages.).
  - i. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

- F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Union and 50% for the Employer.
- G. Should an employee or the Union fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the Union or a grievant fail to appeal a decision within the limits specified, or leave the employ of the Employer (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations. The Employer may, at its discretion, hear grievances during regular working hours. If an employee or Union representative is requested to participate in the processing of grievances during regular working hours, it shall be without loss of pay.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

#### **ARTICLE 7. DISCHARGE AND SUSPENSION**

- A. No seniority employee shall be discharged, suspended, or disciplined without just cause.
- B. The discharged or suspended seniority employee will be allowed to discuss his discharge or suspension with his Steward and the Employer will make available a meeting room where he may do so. Upon request, the Employer or its designated representative will discuss the discharge or suspension with the employee and the Steward.
- C. The Employer agrees, promptly upon the discharge or suspension of a seniority employee, to notify, in writing, the employee of the specific reason(s) for the discharge or suspension.
- D. The Employer agrees, promptly upon the written discipline of a seniority employee, other than for discharge or suspension, to notify, in writing, the employee of the reason(s) for the discipline.
- E. The Chapter Chairperson shall be notified, in writing, of any discharge or suspension.

#### **ARTICLE 8. SENIORITY**

- A. Employees shall be on probation for the first ninety (90) school days of their employment. The probationary period may be extended by mutual agreement of the Employer and the Union.
- B. When employees complete the probationary period they shall be entered on the seniority list in their classification and rank for seniority from last date of hire in that classification. In the event that two or more employees in the same seniority classification have the same date of hire, position on the seniority list shall be determined by the final four digits of the employees' social security numbers, with the higher number being awarded higher position on the seniority list. There shall be no seniority among probationary employees.
- C. Seniority under this Agreement shall be by classification. The recognized seniority classifications are:

1. Paraeducator
2. Bus Driver
3. Occupational Therapy Assistant
4. Physical Therapy Assistant
5. Hearing Impaired Interpreter
6. LRE Coach

Persons employed by the Employer as an Occupational Therapy Assistant, Physical Therapy Assistant, Hearing Impaired Interpreter and/or Least Restrictive Environment Coach shall have their seniority date (in their respective classification) calculated from their original date of hire (in that assignment) with the Employer, irrespective of whether or not the position occupied by that individual was within the Union's bargaining unit at the time of their initial hire.

- D. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or periods when school is not in session. Seniority shall not accrue during layoffs.
- E. The Chapter Chairperson shall head the seniority list of the unit during his/her term of office for the purpose of layoff and recall.
- F. Employees who transfer from one seniority classification to another shall have their accumulated seniority in the pre-transfer seniority classification frozen as of the date of transfer. Thereafter, the transferred bargaining unit member shall begin to accrue seniority (as of the effective date of the transfer) in his/her new classification and shall not accumulate further seniority (but will retain seniority) in his/her prior classification.

#### **ARTICLE 9. SENIORITY LISTS**

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the date of hire, names, seniority classification and job titles of all employees in the bargaining unit entitled to seniority.
- C. The Employer will provide the Chapter Chairperson with an up-to-date seniority list by October 1 and by April 1 annually. If no objections are received within twenty (20) days after distribution as to the accuracy of the seniority list, the list prepared by the Employer shall be regarded as conclusive.

#### **ARTICLE 10. LOSS OF SENIORITY**

By way of illustration, and not by way of limitation, employees shall lose their seniority when:

- A. All Bargaining Unit Members:
  1. They quit.
  2. They are discharged.

3. They fail to return to work when recalled from layoff pursuant to those conditions set forth in the layoff and recall provisions of this Agreement.
4. They fail to comply with the terms and conditions established by this Agreement for the usage of sick leave and requirements for returning to work.
5. They fail to comply with the terms, condition and requirements established for an authorized leave of absence.

**B. Bus Drivers Only:**

6. The employee is either uninsurable or not insurable at reasonable rates.
7. The employee does not possess the requisite certification for his/her current assignment.

“Certification” means that the employee meets all of the following standards:

- a. Satisfies all standards for the operation of a school bus, pupil transportation vehicle and/or school transportation vehicle, as may be assigned.
- b. Satisfies all pertinent statutory and regulatory standards for the work assigned including, but not limited to, a valid chauffeur’s license, the appropriate CDL/group vehicle designation and a passenger vehicle endorsement.
- c. Has successfully completed initial and continuing courses in school bus safety education as well as any required on-road skills tests.
- d. Satisfies the physical and mental requirements associated with safe and proper performance of assigned duties, including (but not limited to) all standards established by the Omnibus Transportation Employee Testing Act and its regulations.
- e. Has not been convicted of any offense specified in Sec. 53(4) of the Pupil Transportation Act.

**ARTICLE 11. LAYOFF AND RECALL**

It is hereby specifically recognized and agreed that it is within the sole discretion of the Employer to reduce the work force. Prior to a general reduction of the work force, the Employer agrees to notify the Union of the positions that are to be eliminated and the employees that are to be laid off.

**A. Layoff Procedure**

In order to promote an orderly reduction in personnel the following procedure will be used:

1. Probationary employees within the affected classification will be laid off first.
2. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority within the affected classification, (i.e., the least senior employee within the affected

classification on the seniority list being laid off first, provided there are more senior employee(s) remaining within the affected classification who meet the posted qualifications to perform the remaining work within the affected classification).

3. In the event a paraeducator is laid off the affected paraeducator will be allowed to exercise his/her seniority rights and bump any paraeducator within his/her seniority classification only, assuming the paraeducator meets the posted qualifications for that position.
4. In the event a Bus Driver is laid off or his/her route is eliminated, the affected bus driver will be allowed to exercise his/her seniority rights and bump any bus driver within his/her classification only, assuming the bus driver meets the posted qualifications for that position.
5. In the event an Occupational Therapy Assistant, Physical Therapy Assistant or Hearing Impaired Interpreter is laid off or his/her position is eliminated, the affected bargaining unit member will be allowed to exercise his/her seniority rights and to bump another bargaining unit member within his/her seniority classification only.
6. Employees and the Union shall be given no less than fourteen (14) calendar days advance notice of an impending layoff.

**B. Recall Procedure**

When the work force is increased after a layoff, seniority employees within the affected classification will be recalled to vacant positions on the basis of seniority (i.e., the more senior employee within the affected classification on the seniority list being recalled first), except where the senior employee lacks the necessary qualifications to perform the duties of the open position.

Notice of recall shall be sent to the employee at his/her last official address (as reflected in the Employer's records) by registered or certified mail. If an employee fails to report to work within seven (7) calendar days of receipt of notice of recall, he/she shall be considered a quit.

**ARTICLE 12. TRANSFERS AND ASSIGNMENTS**

The Employer reserves unto itself the right to transfer and assign employees. Upon request, however, the employee transferred or reassigned shall be entitled to a statement of the reasons, which necessitated the transfer or reassignment. The Chapter Chairperson will receive a statement of the transfer of the employee.

The Employer agrees to minimize involuntary transfers and assignments. In situations where an employee transfer or reassignment will work an undue hardship upon such employee, the Employer agrees to give due consideration to the desires of the employee.

**ARTICLE 13. VACANCIES, PROMOTIONS, JOB POSTINGS AND BIDDING PROCEDURES**

- A. All vacancies or newly created positions within the bargaining unit shall be considered open or vacant regardless of the reason if the regular holder thereof has been discharged or has been promoted or has quit or has otherwise been separated from the payroll and such vacated or open position is to be filled on a permanent basis [i.e., longer than ninety (90) working days]. All vacant positions shall be posted

in a conspicuous place where there are bargaining unit employees and filled in accordance with the procedures specified in this Article. The posting shall set forth the job classification, location and program in which the vacancy exists and the qualifications for that assignment. This shall not limit the Employer's right to change programs or program locations or to make assignments and transfers.

B. Applying for Vacancies/Newly Created Positions

1. Paraeducators/LRE Coach

Except in emergency situations, all vacancies or newly-created positions will be posted for a minimum period of five (5) working days. Postings shall set forth the minimum requirements for the position and the expiration date of the posting. Employees interested shall apply in writing within the five (5) working days posting period.

2. Occupational Therapy Assistants, Physical Therapy Assistants, Hearing Impaired Interpreters

Except in emergency situations, all vacancies or newly created positions (in the Occupational Therapy Assistant, Physical Therapy Assistant and Hearing Impaired Interpreter seniority classifications) will be posted for a minimum period of five (5) working days. Postings shall set forth the minimum requirements for the position and the expiration date of the posting. Employees interested shall apply in writing within the five (5) working days posting period.

3. Bus Drivers

Bidding of jobs for bargaining unit members in the Bus Driver seniority classification shall be governed by the provisions of paragraph I of this Article.

- C. All vacancies or newly created positions within the bargaining unit will be filled on the basis of classification seniority and minimum qualifications, which will be established by the Employer. The most senior employee within the classification who meets the minimum qualifications for the vacancy will be awarded the position unless deficiencies have been previously documented within the previous five (5) years and placed in their personnel files which would adversely affect their ability to assume the position.
- D. Paraeducators who have been involuntarily transferred shall have the right to bump the least senior employee in the same classification at the end of the school year unless deficiencies have been previously documented within the previous five (5) years and placed in their personnel files which would adversely affect their ability to assume the position. The least senior employee that has been bumped shall assume the position vacated by the involuntarily transferred employee.
- E. If an employee is promoted to a position under the Employer not included in the bargaining unit, and is rehired to the bargaining unit within six (6) months thereafter, such employee shall, upon re-hire to the bargaining unit, be restored with all rights accrued prior to transfer outside the bargaining unit, for the purpose of any benefits provided under this Agreement.
- F. Thirty (30) days prior to the beginning of the summer session, summer positions will be posted setting forth the minimum qualifications and the expiration date of the posting. Employees interested shall apply in writing within the five (5) working day posting period. In mandated special education



summer programs, the incumbent full-time employee will have first choice at summer positions in these programs only. Second selection will be based on classification seniority and qualifications, unless deficiencies have been previously documented within the previous five (5) years and placed in their personnel files which would adversely affect their ability to assume the position. This paragraph shall not be applicable to employees in any classification other than paraeducators.

Summer session paraeducators may take up to one (1) week of time off, provided it is approved by their administrator and a substitute can be found.

Normally, the employee will receive notice of award of summer employment vacancies within five (5) working days after the posting expires.

If the summer work day is five (5) or more hours, full-time employees will receive a thirty (30) minute lunch break and one fifteen (15) minute break. If the summer work day is seven (7) or more hours, full-time employees will receive a thirty (30) minute lunch break and two (2) fifteen (15) minute breaks.

- G. Employees denied a position on the basis of documented deficiencies will receive a letter stating the reasons for the decision. Any dispute arising out of an employee's denial of any vacancy will become a proper subject for the grievance procedure.

#### **PROVISIONS REGULATING BUS DRIVERS**

- H. Employees in the bus driver classification will be allowed to bid on runs at a bid meeting held not later than one (1) week prior to the first day of school for students. Drivers need not be present to bid on runs, however, they will need to submit in writing to the transportation supervisor with a copy to the union steward the runs they are bidding on prior to the established bidding day. Drivers will be able to select one route with this option, if the route they have selected is gone when their turn in the rotation is up then they will be moved to the bottom of the list and given which ever route is left.

Bidding will start with the most senior bus driver, provided that he/she is properly qualified for the desired assignment.

"Qualifications" include: certification (as defined in Article 10 paragraph B); physical fitness; mental fitness; driving record; work record; and capacity to successfully provide service to the students assigned to that route, particularly considering the nature of student disabilities.

A copy of all routes and changes of routes that cause a reduction or increase in wages for a driver will be provided to the Chapter Chairperson.

1. Vacancies within the bus driver classification occurring during the academic year and after the general bidding of runs before the start of the school year will be posted for a minimum five (5) working days. During the five-day period, the Employer may assign a substitute driver until bidding has been completed and the route awarded.

At the conclusion of the posting period, a meeting will be held for purposes of bidding on the vacant position and any vacancies resulting from the bidding process. Any drivers wishing to bid on the vacant run or any other vacant runs resulting from bidding must be present at this

meeting. Any vacant run or runs remaining after the bidding meeting will be posted for outside hires.

2. Whenever the Employer for any reason splits a route that creates at least one additional route, both newly created routes will be posted in accordance with this Article.
3. After the bidding process, if a route changes by one (1) hour or more for any reason and causes an increase or reduction in wages of the assigned driver, such route will be re-posted and bid in accordance with paragraph I(1) of this Article.

- I. Drivers will be paid by the District for any morning, evening or noon runs at the negotiated rate. If any run takes more than the average time agreed upon between the Union and Employer as standard for that type of run (e.g., morning route - 2.5 hours), the driver will not draw additional pay or benefits beyond the standard agreed upon rate for that type of route, unless the driver's total actual working time exceeds 40 hours per week. Nor will the District, if the run takes less than the "average" time, deduct monies or benefits from the negotiated "standard rate of pay" for said run(s).

Per past practice, drivers are not, as a standard practice, eligible to bid on or retain a route whose driving time would place them in a situation where they would regularly work over 40 hours per week. Any exceptions to this practice must be mutually agreed upon by both the Union and the Employer.

- J. Employees within the bus driver classification shall have priority for substituting on nonconflicting, regular special education routes under the following conditions:

1. In order to be eligible for such priority, the driver must have fewer than three (3) runs per day.
2. If a driver wishes to receive priority for substitution, as described above, the driver must declare his/her availability, in writing, to the Transportation Supervisor. This notification must include a phone number where the driver may be reached for purposes of receiving substitute assignments. (See Appendix C for availability form)
3. Substitute assignments will be offered on a seniority basis among available and eligible drivers.
4. Pay for any priority substitution awarded under this paragraph shall be at the driver's regular rate for the route in question (i.e., prorated morning, noon or evening run).
5. If a substitute assignment is not filled with a bargaining unit member utilizing the above procedures, the Employer shall have the right to utilize non-bargaining unit personnel.
6. When a driver is on sick leave or unpaid personal leave in accordance with this Agreement, for an extended time of one (1) week or longer, the driver's bus will be stationed at the MOISD bus garage. This will enable the senior driver with fewer than three (3) runs a day to bring up her/his runs to three (3) by taking over one (1) or two (2) runs of the driver on leave. A driver operating such a run as a substitute will not be entitled to additional fringe benefits, unless and until thirty (30) calendar days of service (of six (6) or more hours per day utilizing a combination of morning, noon, evening and/or regular extra runs, only) have been performed on the run(s) previously assigned to the driver on leave.

K. Extra runs and field trips will be allocated to bargaining unit bus drivers under the following conditions:

1. A regular "extra run" is defined as a consistently scheduled special education run (other than regular runs and noon runs) which is accomplished on a school vehicle requiring the use of a certified and qualified bus driver. Field trips are not regular extra runs.

Regular extra runs shall be eligible for assignment to a bargaining unit member in the bus driver classification following the established guidelines in Article 13, Section I (1). The bus driver foreman will not be used on regular extra runs, as defined by this Agreement, unless no bargaining unit driver is available and willing to drive.

If a regular extra run is changed for any reason for a period longer than thirty (30) days and causes an increase or decrease in wages of the assigned driver, the regular extra run will be re-posted and bid on in accordance with the provisions of Article 13, Section I (1).

2. Nothing in this section shall qualify the right of the Employer to continue its past practice of using faculty and other non-unit personnel to transport pupils in connection with programmatic activities using means other than a school bus operated by a certified bus driver.
3. Field trips shall be rotated on a seniority basis among available and eligible bargaining unit drivers (example: the assignment will be offered to the senior eligible and available driver and if that driver either accepts or declines the assignment, his/her name will be moved to the bottom of the seniority rotation).
4. The Employer shall not be required to award a field trip to an eligible bargaining unit driver if the extra trip would conflict with the driver's regularly assigned bus run(s). However, this prohibition shall not exist if the extra trip has a destination outside the MOISD boundaries.
5. The Employer shall not be required to award a field trip to an eligible bargaining unit driver if the anticipated number of hours involved in the field trip assignment, when combined with the driver's regular hours in the same work week, will reach a total of more than 40 hours of employment. If a driver is refused an assignment on this basis, he/she will not be rotated to the bottom of the field trip assignment list but will instead be awarded the next field trip opportunity which will not result in overtime liability to the Employer.
6. Driving time involved in a field trip assignment will be paid at the driver's regular prorated hourly rate. Bus drivers will be paid a minimum of one-half hour (30 minutes) at their prorated regular hourly rate for all field trip assignments. Non-driving time will be compensated at the prorated hourly rate of pay, which will be equal to the top step of pay for the paraeducators for the respective contract year. It is understood that bus drivers are subject to assignment during non-driving time occurring on a field trip.
7. Exclusive of the time definition of "field trips" in paragraph K(1) above, if bargaining unit employees are utilized to drive additional trips, including Vocational Education trips, these jobs will be offered to eligible bargaining unit drivers on a rotational basis.

## **ARTICLE 14. UNPAID LEAVES OF ABSENCE**

- A. With the advance approval of the Employer, an unpaid leave of absence for periods not to exceed one (1) year may be granted for any of the following reasons:
1. Serving in any elected or appointed position, public or union.
  2. Childbearing and/or child care leave, illness leave (physical or mental).
  3. Prolonged illness in immediate family.
  4. Education leave.

Except in cases of emergency, requests for leave of absence shall be submitted in writing and on a form supplied by the Employer, not less than thirty (30) days prior to the date the employee desires to commence such leave.

- B. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement and shall be returned to a position they held at the time of the leave of absence was granted or to a position to which their seniority entitles them.
- C. Leave of absence shall be without compensation, fringe benefits, sick leave accumulation, or the accumulation of other benefits, except as otherwise may be required for employees eligible under the Family and Medical Leave Act.

To the extent required by the Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency. This provision does not confer upon bargaining unit members greater rights or benefits than those for which they may be eligible under the Family and Medical Leave Act.

## **ARTICLE 15. UNION BULLETIN BOARDS**

- A. The Employer will provide bulletin board space in each building, which may be used by the Union for posting notices of the following types:
1. Notices of recreational social events
  2. Notices of elections
  3. Notices of results of elections
  4. Notices of meetings

## **ARTICLE 16. JURY DUTY**

An employee who is called for jury duty or subpoenaed to give testimony before any legal, judicial or administrative tribunal shall be compensated his/her normal salary. The monies which he/she receives for the performance of such duty (less reimbursed expenses and travel allowance) shall be reimbursed to the district. The terms of this provision shall not apply in those situations in which the employee is a party to the action.

## **ARTICLE 17. RATES FOR NEW JOBS**

When the Employer creates a new bargaining unit position, or substantially alters existing assignments, the Union will be notified. In the event the Union does not agree that the rate of pay assigned is proper, the matter shall be subject to negotiations.

## **ARTICLE 18. WORKING HOURS**

### **A. Paraeducators, Occupational Therapy Assistants, Physical Therapy Assistants, Hearing Impaired Interpreters**

The normal working hours for employees in the above classifications covered by this Agreement will be from 8:00 a.m. to 3:00 p.m. These working hours shall be inclusive of a lunch break, the duration of which shall be established by the Employer.

The Union agrees that the Employer may change the standard working hours of the employees without further consultation with the Union so long as the employees' regular hours do not exceed the following limitations:

1. The employees' working day shall not commence earlier than 7:00 a.m. or extend beyond 4:30 p.m.
2. The employees' standard work week shall be inclusive of Monday through Friday.

Each employee scheduled to work six (6) hours or more per day shall be allowed a rest break in the first half and the second half of their regular shift not to exceed fifteen (15) minutes each.

Employees scheduled to work less than six (6) hours per day shall be allowed one (1) rest break.

### **B. Bus Drivers**

1. Average driving times, as established during negotiations from actual driving records, will be used for retirement purposes if allowed by the Michigan Public School Employees Retirement System. This computes to two and one-half (2 1/2 hours) for both morning and evening runs and one hour and forty-five (1 3/4 hours) minutes for noon runs.
2. Employees shall maintain their own time cards for extra trips and shall not charge more time than is actually worked. Time cards shall be turned in to the Transportation Supervisor on the Monday following the week worked. The Employer will check the times charged from time

to time to ascertain if reasonable time is being charged, and if it is determined that excessive time is being charged, shall make adjustments. If the Employer makes an adjustment due to its belief that excessive time is being charged on an extra run, the involved employee will be notified by supervision of the reason for the adjustment. The latter requirement shall not apply to adjustments to time cards resulting from correction of mathematical errors. The Employer reserves the right to take disciplinary action in appropriate circumstances.

3. The Employer, at its discretion, may change the buses, routes and bus stops as it may decide is in the best interest of the District. It is understood that route times are subject to change after initial bid. Should the Employer determine to alter an established route time due to conditions other than the permanent addition or deletion of a pupil from a particular route, written notice of the alteration will be given to the affected driver with a copy to the Chapter Chairperson. The Union may request a Special Conference under Article 5 of this Agreement.
4. Cancellation of assignments due to inclement weather or other acts of God will be handled according to the procedures set forth in Article 27 of this Agreement. After the first two (2) days of instruction which are cancelled due to inclement weather, each driver who reports to work for his/her regularly scheduled morning run will receive a minimum of two (2) hours of reporting pay (or the actual time of the run, whichever is less) unless school is cancelled prior to 6:00 a.m. It is understood that the reporting pay requirement is applicable only to a.m. runs.
5. If the driver reports to work and the performance of his/her assignment is delayed over 30 minutes due to inclement weather or other emergency, he/she shall be paid at the regular hourly rate equal to the top step of pay for the paraeducators for that respective contract year for the period of the delay.
6. All drivers having a minimum of two runs will receive both pretrip and coffee break pay. Drivers having only one run will receive only pretrip pay, which will equal 50% of the combined pay schedule rate for both the pretrip and coffee break.
7. The Employer shall have the right to utilize non-unit personnel for the purpose of operating vehicles in connection with refueling and repair. Should the Employer request a bargaining unit member to operate a vehicle for these purposes; he/she shall be paid at the regular hourly rate equal to the top step of pay for the paraeducators for the respective contract year.
8. Drivers who experience breakdowns and/or accidents that require extending a route thirty (30) minutes or more will receive their regular hourly rate of pay for all time worked in excess of thirty (30) minutes but less than ninety (90) minutes. Time in excess of ninety (90) minutes will be compensated at an hourly rate, which will be equal to the top step of pay for the paraeducators for the respective contract year.

#### **ARTICLE 19. SICK LEAVE**

- A. Full-time employees covered by this Agreement shall be entitled to sick leave which shall be earned at the rate of one-half (1/2) day per pay period worked in the District to a maximum total of thirteen (13) days per year. Accumulation of unused sick leave shall be unlimited for those bargaining unit

members hired on or before July 1, 2001. The accumulation limit shall be ninety (90) days for bargaining unit members hired after July 1, 2001.

- B. After completion of a minimum of ten (10) continuous years of service, upon termination, retirement, or death, the accumulated sick leave shall be paid at the rate of \$35 per day. If an eligible employee has ninety (90) or more accumulated sick leave days [75 days for persons hired after 7-1-01] all accumulated days shall be paid at 60% of the employee's daily rate at the time of separation.

In the event an eligible employee dies, accumulated sick leave (according to the above standards) will be paid to the person designated as beneficiary in a signed statement filed by the employee with the Employer. If no signed beneficiary designation has been filed, the benefit owed a deceased employee will be paid in accordance with MCLA 408.480 or its successor provision.

- C. Employees shall be permitted to utilize sick leave for personal illness, which renders them incapable of performing their assigned duties. Employees shall report for duty on the first date, which immediately follows the last date of illness.

Each employee covered by this Agreement shall be entitled to use his/her accumulated sick leave to care for members of employee's immediate family who are ill and who require the attention of the employee.

The "immediate family" shall include: parents, spouse, mother-in-law, father-in-law, sister, brother, grandparents, stepparents, children, stepchildren and grandchildren.

## **ARTICLE 20. WORKERS' COMPENSATION-ON-THE-JOB INJURY**

In cases of absence from work due to injury or illness compensable under the Michigan Workmen's Disability Compensation Act (MWDCA), the employee shall be permitted to draw sick pay on a prorated basis, to be charged against their sick leave account, to make up that difference between the compensable allowance under the MWDCA and their regular take-home salary. In no instance shall such employee's combined compensation exceed his regular take-home pay, nor shall the supplemental differential contributed by the Board of Education exceed the maximum amount of the employee's accumulated sick leave account. The employee, utilizing worker's compensation reimbursement, will be allowed to utilize accumulated sick leave on a prorated basis up to his/her regular salary and benefit levels. Additionally, if an employee is injured while performing duties for the MOISD and is deemed eligible for worker's compensation as a result of that injury, the MOISD will provide hospitalization insurance coverage for the employee, if the employee's sick leave days are exhausted, up to ninety (90) days or until long term disability starts, whichever occurs first.

## **ARTICLE 21. FITNESS FOR DUTY**

- A. The Employer may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Employer for purposes of: (1) verifying an employee's eligibility for leave under any provision of this Agreement; (2) to evaluate fitness for duty where the Employer has reasonably founded concerns related to job performance or safety; (3) to comply with state and/or federal statutes requiring periodic examinations; (4) or to assess an employee's fitness for return to duty. The Employer shall pay the cost of any physical or mental examination required under this section.

## ARTICLE 22. PAID LEAVES OF ABSENCE

### A. Personal Leave

Each full-time employee covered by this Agreement shall be granted two (2) days paid personal leave per year.

Unused personal leave days can accrue to a maximum of five (5) days as personal leave, thereafter said days will convert to additional sick days.

Personal leave days may be used for any purpose at the sole discretion of the employee except:

1. On the day before or after any holiday; or
2. on any day during the last or first two weeks of school (with the exception of attendance by the employee at a school sponsored activity for the employee's child who is a graduating high school senior. The limitation in paragraph A(1) shall not apply in the latter situation); or
3. on any day not scheduled as a full day of student attendance.

In cases of emergency, the Superintendent may approve exceptions to the above.

An employee planning to use a personal leave day shall notify his/her immediate supervisor at least two (2) days in advance, except in case of emergency.

### B. Bereavement Leave

1. When death occurs in a full-time employee's immediate family, such employee shall, upon his or her request, be granted a paid leave of absence up to five (5) working days, provided such employee attends the funeral.

For the purposes of this Article, "immediate family" shall include: parents (including step-parent(s) and legal guardian, if the employee was raised by a guardian rather than a parent), spouse, children, stepchildren and legal dependent.

2. Three paid bereavement leave days shall be granted in the case of the death of the employee's mother-in-law, father-in-law, sister, stepsister, brother, stepbrother, grandparent, or grandchild, provided the employee attends the funeral.
3. One paid bereavement leave day, the day of the funeral, shall be granted in the case of the death of the employee's brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, aunt, uncle, niece, nephew, and guardian (if employee was raised by a guardian rather than parents).
4. Employees will be allowed time off without loss of pay for the purpose of attending the funeral of a student in their classroom, on their caseload, or on their assigned bus route. A maximum of one (1) full day may be required for this purpose, with the employee taking the minimum amount of time actually required to attend the funeral. This release time may be



utilized only in the case of a current year student who was either working with the employee or riding the employee's bus.

The employee must attend the funeral or memorial service in order to receive the paid leave. Multiple day leaves must be taken contiguously and at time of death (cannot be taken intermittently). Exceptions will be allowed if burial is delayed until warmer weather or a memorial is held at a later date. (Example: Death occurs in January and actual graveside burial does not take place until May, or death occurs in January, cremation takes place and a formal memorial is held at a later date.) Employee will only be granted one day for the examples listed above (or similar circumstances) and the day will be deducted from the three (3) or five (5) days allowed in contract; these are not additional days. In order to receive these days, they must be requested at the time of original leave.

It is the intent of this article to allow the employee time to grieve the loss and time to travel to and attend funeral or memorial service only.

In extenuating circumstances, the Superintendent may approve additional bereavement leave, which will be charged against the employee's accumulated sick leave.

C. Inservice

Each employee will be given one inservice day designated by the Employer.

**ARTICLE 23. HOLIDAYS**

A. All employees covered by this Agreement shall be paid for the following holidays:

1. Thanksgiving Day
2. Friday following Thanksgiving Day
3. Memorial Day
4. The day before Christmas
5. Christmas Day
6. New Year's Day
7. Good Friday
8. Labor Day

Twelve-month employees shall receive the following holiday (1) in addition to those specified above:

9. Fourth of July

B. Compensation for the paid holiday shall be computed on the basis of the employee's current rate of pay times their regularly scheduled working hours.

C. Employees may be required by the Employer to work on a holiday in which case they will receive their regular salary in addition to holiday pay for the day in question.

- D. To be eligible for holiday pay, an employee must work his last regularly scheduled workday before a holiday and his first regularly scheduled workday after the holiday, except in the case where an employee is on, paid sick leave, or on an approved leave of absence (other than personal leave).

**ARTICLE 24. INSURANCE PROTECTION**

- A. **Health Insurance** -The Employer agrees to pay an annual premium for insurance of no more than \$5,500 for single subscriber, \$11,000 for employee/spouse, \$15,000 for full family coverage and adjusted thereafter according to the terms of Public Act 152 on behalf of each eligible Paraeducator, Bus Driver, Occupational Therapy Assistant, Physical Therapy Assistant, Hearing Impaired Interpreter and Least Restrictive Environment Coach for insurance plans, as provided below, for the full 12-month period.

**Other Benefits:**

80/80/80 Dental Plan

\$1,000 Annual Maximum Per Person Per Calendar

Year – Orthodontics – 80% \$1,300 Lifetime

Maximum – To Age 19

Set Seg Vision Care Direct Gold Plus

Negotiated Life: \$30,000

LTD: 90 Calendar Day Wait, Modified Fill; \$5,000

Monthly Maximum: 66 2/3% Benefit; Medical

Premium Payment

Premium contributions for the negotiated plans for less than full-time employees shall be paid for by the Employer on a pro-rata basis, based upon the standards for a full-time employee established in Article 25 of this Agreement.

All premium amounts which are the responsibility of the employee shall be payroll deducted from the enrolled employee's wages and shall, at the election of the employee, be processed through the Employer's Section 125 Plan.

It is understood that employees covered by this collective bargaining agreement will not have dual medical coverage. If an employee is found to have dual coverage they will be responsible for reimbursing the District the full amount of premiums paid on their behalf for the period that they had dual coverage.

- B. The Board reserves the right to change the carrier for the above insurance programs provided the benefits are equal or better, if a different carrier is selected.
- C. Health plan specifications under this Article shall not include coverage for any services, which the Employer is prohibited from funding under the State School Aid Act.

- D. Employees who choose not to have hospitalization are eligible for up to two hundred twenty-five (\$225.00) per month and coverage provided under other benefits listed in paragraph "A" above (or three-hundred twenty-five (\$325.00) per month if five or more employees choose not to have hospitalization) applied to non-taxable options or receive cash to be paid on a bi-weekly basis by the Employer, under the Employer's Section 125 Plan. The employee may make a written election to make contribution of the above amount to a 403b Annuity.
- E. Employees will be limited to participate in or make any change in their program during open enrollment periods established by the insurance carrier. New employees, if hired on other than the open enrollment period, and emergency changes for existing employees, will be handled on an individual basis.

## **ARTICLE 25. COMPUTATION OF BENEFITS**

For the purpose of this Agreement, full-time employees are those employees that have completed their probationary period, are assigned the standard workday of six (6) hours per day and are employed by the District a minimum of 180 days (1,080 hours) per year.

Employees working less time than six (6) hours per day and 1,080 hours per year shall be entitled to the following benefits on a pro-rated basis, based upon hours worked per day and hours worked per year:

1. Holidays
2. Sick Leave
3. Bereavement Leave
4. Insurance

For a bus driver to be eligible for the full amount of the Employer's premium contribution, as defined within the negotiated contract, he/she must work six (6) or more hours per day utilizing a combination of morning, noon, evening, and/or regular extra runs only. Drivers working fewer than this amount of time will be eligible for Employer-paid premiums on a prorated basis, per past practice.

## **ARTICLE 26. DISTRIBUTION OF AGREEMENT**

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

## **ARTICLE 27. ACT OF GOD DAYS AND MILEAGE REIMBURSEMENT**

For the purpose of this Agreement, Act of God days and mileage reimbursement shall be in conformance with official Board policy. It is understood and agreed the official Board policy may be subject to change from time to time, however, no change in policy shall be applied to the paraeducators and/or bus drivers unless it applies to all school employees, exclusive of executive and supervisory personnel.

If an employee is on a paid personal leave or sick leave day when an “Act of God Day” is declared, the employee shall receive the Act of God pay and shall not be charged for the personal day or sick day. Employees on official leaves of absence, with or without pay, are not covered by this provision.

Any change in current Board policy will be subject to negotiations between the Employer and the Union.

#### **ARTICLE 28. NO STRIKE CLAUSE**

The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and member shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action, up to and including discharge.

#### **ARTICLE 29. WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### **ARTICLE 30. ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment, which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Employer and the Union. All matters or subject not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Union and the Employer. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Employer shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this Agreement.

#### **ARTICLE 31. SEVERABILITY**

If any provision of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such conflicting provision or application, and such provision or application

alone, shall then be open for further negotiations between the parties hereto for the purpose of reconciling the conflicting provision or application with the said law. All other provisions or applications shall continue in full force and effect.

**ARTICLE 32. SALARY SCHEDULES**

- A. Bargaining unit members will be eligible to receive experience step increases provided that they have worked (or been on paid leave status) on at least 70% of their normally scheduled work days in the twelve-month period immediately preceding their employment anniversary date.

If an individual who previously had seniority in the bargaining unit is rehired to the same seniority classification, he/she will be placed on a wage step, which is equivalent to his/her level of seniority at the time of original separation from the Employer. The Employer has the right to place a new hire in the Occupational Therapy Assistant, Physical Therapy Assistant, Hearing Impaired Interpreter or Least Restrictive Environment Coach on an advanced wage step where the individual has relevant prior job experience.

**B. Paraeducators:**

|               | <b>2012-2013</b> | <b>2013-2014</b> | <b>2014-2015</b> |
|---------------|------------------|------------------|------------------|
|               | 1.5%             | 1%               | .5%              |
| Starting      | 12.28            | 12.40            | 12.47            |
| After 1 year  | 13.20            | 13.33            | 13.39            |
| After 2 years | 14.46            | 14.61            | 14.68            |
| After 3 years | 14.68            | 14.82            | 14.90            |

**C. LRE Coach**

|               | <b>2012-2013</b> | <b>2013-2014</b> | <b>2014-2015</b> |
|---------------|------------------|------------------|------------------|
|               | 1.5%             | 1%               | .5%              |
| Starting      | 16.84            | 17.01            | 17.09            |
| After 1 year  | 17.62            | 17.80            | 17.89            |
| After 2 years | 18.57            | 18.76            | 18.85            |
| After 3 years | 19.08            | 19.27            | 19.37            |

**D. Occupational Therapy Assistants, Physical Therapy Assistants, Hearing Impaired Interpreters**

|               | <b>2012-13</b> | <b>2013-14</b> | <b>2014-15</b> |
|---------------|----------------|----------------|----------------|
|               | 1.5%           | 1%             | .5%            |
| Starting      | 21.40          | 21.61          | 21.72          |
| After 1 year  | 22.04          | 22.26          | 22.37          |
| After 2 years | 22.69          | 22.91          | 23.03          |
| After 3 years | 23.49          | 23.72          | 23.84          |

**E. Bus Drivers**

|                | <b>2012-13</b> | <b>2013-14</b> | <b>2014-15</b> |
|----------------|----------------|----------------|----------------|
|                | 1,5%           | 1%             | .5%            |
| AM Route       | 9,457          | 9,551          | 9,599          |
| Noon Route     | 7,400          | 7,474          | 7,512          |
| PM Route       | 9,457          | 9,551          | 9,599          |
| Break/Pre-Trip | 1,810          | 1,828          | 1,837          |

***FOR EACH YEAR OF THE CONTRACT, ALL EMPLOYEES IN ALL CLASSIFICATIONS SHALL RECEIVE A \$300 OFF-SCHEDULE PAYMENT IN THE MONTH OF DECEMBER.***

- F. All employees in the bargaining unit will be paid according to the adopted salary schedule, with the choice of two pre-selected options. The choice shall be made on the first work day and no change shall be made for the remainder of the school year, per past practice. The options are 21 equal payments or 26 equal payments.
- G. Upon prior approval by the Employer, a bargaining unit member who voluntarily attends approved training or workshops outside of the employee's regularly scheduled working hours will be compensated at the rate of \$25 per half-day (3 hours), \$50 per full day (6 hours).
- H. The cost of fingerprinting will be paid by the individual employee.

**ARTICLE 33. LONGEVITY**

Bargaining unit members will be paid longevity according to the following schedule, based on their consecutive years of service to MOISD:

1. After ten (10) consecutive years \$400
2. After fifteen (15) consecutive years: \$550
3. After twenty (20) consecutive years: \$700

Longevity will be paid in one lump sum annually in November.

**ARTICLE 34. DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2012 and shall continue in full force and effect for three (3) years and shall expire at 12:00 midnight, June 30, 2015.

At the request of either party, the parties shall commence negotiations not earlier than ninety (90) days and not later than sixty (60) days prior to the expiration date of this Agreement, for the purpose of negotiating a successor agreement.

A good faith effort will be made by both parties to negotiate a settlement of the up-coming contract by May 1<sup>st</sup> of the year in which the contract expires.

This Agreement may be extended by written agreement between the parties but shall not be extended orally.

**ARTICLE 35. HEALTH/SAFETY COMMITTEE**

A health/safety committee of employees and the Employer is hereby established. This committee shall consist of two (2) union members and shall meet upon the request of either party during convenient times for the purpose of making recommendations to the Employer. The Employer agrees to comply with all M.I.O.S.H.A. regulations that may apply to the bargaining unit work or environment.

**ARTICLE 36. EDUCATIONAL TRAINING PROGRAMS**

An in-house training committee will be established (comprised of representatives from both the bargaining unit members and management) to discuss the concept of paid conference days and to establish an educational training program.

**ARTICLE 37. WORK PERFORMED BY SUPERVISORS**

Supervisory employees or non-bargaining unit members shall be permitted to perform work within the paraeducator bargaining unit provided that no bargaining unit position is lost or any regular hours of work are lost as a result of work performed by supervisory employees or non-bargaining unit member.

Supervisory employees or non-bargaining unit members shall likewise be permitted to continue to perform work customarily performed within the bus driver classification. Nothing in this Agreement shall prevent continued utilization of supervisory or non-unit personnel for such purposes, consistent with past use of such personnel, except the bus driver foreman will not be used on "extra trips" as defined by the contract, unless there is no bargaining unit driver available and willing to drive the trip.

**ARTICLE 38. BUS DRIVER CERTIFICATION**

- A. Bus drivers must satisfy all certification and training requirements adopted by the State of Michigan and the Employer. Drivers must be certified and qualified to operate every vehicle in the Employer's fleet, thus enabling the driver to take any run. The Employer shall pay the initial cost of the chauffeur's license and any necessary endorsements required for performance of assigned duties. Provided that if a driver is separated from employment within twelve (12) months from the issuance or renewal of a license or endorsement, the driver shall have deducted from his/her final check one-half (1/2) of the fee paid by the Employer for such issuance or license renewal.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first written above.

MECOSTA-OSCEOLA INTERMEDIATE  
SCHOOL DISTRICT EMPLOYEES  
CHAPTER OF LOCAL #1865 AFFILIATED  
WITH COUNCIL #25, AFSCME, AFL-CIO

MECOSTA-OSCEOLA  
INTERMEDIATE SCHOOL DISTRICT

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

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

**APPENDIX A**

**Authorization Form**

Employer: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings, one of the following:

An amount established by the Union as monthly membership dues being \$\_\_\_\_\_.

An amount established as a representative/service fee, being \$\_\_\_\_\_.

The amount(s) deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of Local #1865.

Date started union position(s): \_\_\_\_\_

*Please print clearly and firmly*

\_\_\_\_\_

First Name

Middle Initial

Last Name

\_\_\_\_\_

Address

\_\_\_\_\_

City, State and Zip

\_\_\_\_\_

Telephone Number

Social Security Number

\_\_\_\_\_

Signature

Date



APPENDIX B  
GRIEVANCE FORM

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES



MICHIGAN COUNCIL 25

AFFILIATED WITH AFL-CIO

LOCAL 1865

GRIEVANCE FORM

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

Employees Name: \_\_\_\_\_

Employees Address \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Current Classification: \_\_\_\_\_ Department: \_\_\_\_\_

Hire In Date: \_\_\_\_\_ Adjusted Seniority Date: \_\_\_\_\_

Statement of Grievance: **Including, but not limited to, violation of** \_\_\_\_\_

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

UNION DEMAND:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

GRIEVANT SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

REPRESENTATIVES SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

STEP I: Specified Orally to Level one Representative

(Representative's name): \_\_\_\_\_

Date Specified Orally to Representative: \_\_\_\_\_

Specified Orally By (Union Representative): \_\_\_\_\_

Disposition: \_\_\_\_\_

Submitted In Written Form To Representative: \_\_\_\_\_

(Representative's Signature)

Date Submitted to Representative: \_\_\_\_\_

Representative's Reply: \_\_\_\_\_

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

Received by Union Representative: \_\_\_\_\_ Date: \_\_\_\_\_



AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES

MICHIGAN COUNCIL 25

AFFILIATED WITH AFL-CIO

LOCAL 1865

STEP II: Submitted In Written Form To  
Superintendent/Asst. Superintendent: \_\_\_\_\_

(Superintendent/Asst. Superintendent Signature)

Date Submitted to Superintendent/Asst. Superintendent: \_\_\_\_\_

Employers Reply: \_\_\_\_\_

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

Received by Union Representative: \_\_\_\_\_ Date: \_\_\_\_\_

GRIEVANCE FORM

STEP III Submitted In Written Form To The Board: \_\_\_\_\_  
(Board Representative Signature)

Date Submitted to Board Representative: \_\_\_\_\_

Date of Step III meeting: \_\_\_\_\_

Date of Step III response: \_\_\_\_\_

Board Representative's Reply: \_\_\_\_\_

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

Received by Union Representative: \_\_\_\_\_ Date: \_\_\_\_\_

STEP IV: Date Requested arbitration: \_\_\_\_\_