

AGREEMENT

BETWEEN

MERRILL COMMUNITY SCHOOLS

AND

**MERRILL EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA**

JULY 1, 2015 TO JUNE 30, 2018

**MERRILL COMMUNITY SCHOOLS
MERRILL, MICHIGAN**

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AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2015, between the Merrill Educational Support Personnel Association, MEA/NEA, (hereinafter referred to as the “Union”) and the Merrill Community Schools (hereinafter referred to as the “Employer”).

ARTICLE I PURPOSE

The purpose of this Agreement is to set forth wages, hours, and working conditions.

ARTICLE II RECOGNITION

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the board recognizes the Merrill Educational Support Personnel Association, MEA/NEA, as the sole and exclusive bargaining agent for the following classifications, as to their wages, rates of pay, hours of employment and other conditions of employment for the term of this Agreement:

“Custodians, custodial/maintenance, maintenance technician, cooks, cafeteria aides, bus drivers, secretaries, library assistant, specialized aides, playground/noon building aides; excluding supervisors, students, executive personnel, temporary employees, substitutes, Central Office personnel and all other school employees.”

ARTICLE III NON-DISCRIMINATION

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee working for the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations with respect to wages, hours, terms and conditions of employment and other concerted actions for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan of the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Union his/her participation in any legal activities of the Union or collective negotiations with the Board; or his/her institution of any grievance, complaint or proceeding under this Agreement or with respect to any terms or conditions of employment. The Union and the Board agree not to discriminate against any bargaining unit member.

**ARTICLE IV
AGENCY SHOP, DUES AND PAYROLL DEDUCTIONS**

- A. Union Security – Agency Shop
 - 1. Association Members. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

- B. Deduction of Union Dues, and Representation Service Fee:
 - 1. Dues and Representation Service 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 local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

**ARTICLE V
SENIORITY**

- A. New employees will be considered as probationary employees until the employee has worked ninety (90) working days. After completion of the ninety (90) work day probationary period, an employee will be considered as a seniority employee and his/her seniority will start as of his/her date of hire (i.e., the first working day in the school district). Any time served by an employee as a substitute shall not count toward the completion of the probationary period.

- B. All employees shall hold three (3) seniority dates the first shall reflect the employee’s most recent date of hire by the District; the second the most recent date of District employment in one of its departments; the third the most recent date of District employment in a classification. For purposes of this provision, all current employees shall be placed in one (1) of the following departments and classifications according to their present assignment:

DEPARTMENTS	CLASSIFICATION
Custodial/Maintenance	Maintenance Technician Crew Leader Custodian Custodial/Maintenance

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Food Service	Cooks Cafeteria Aides
Transportation	Bus Driver
Clerical	Secretaries Library Assistant
Aides	Highly Qualified Classroom Aide Highly Qualifies Specialized Aide Playground/Noon Building Aide

- C. An up-to-date seniority list shall be posted at the beginning of each year. The list shall contain the employee's most recent date of hire in the District and most recent date of District employment in a classification and department. A copy shall be furnished to the local president. If new employees are hired during the year, their names, classifications and dates of hire shall be sent to the local president upon their date of hire.
- D. Seniority shall be broken for the following reasons:
1. If the employee terminates employment with the school district
 2. If the employee is discharged, and the discharge is not reversed in the Grievance Procedure.
 3. If the employee is absent for three (3) consecutive working days without properly notifying the Employer. (This includes return from sick leave and leave of absence)
 4. If the laid-off employee fails to notify the Employer of his/her intent to return to work within three (3) days after being notified to return to work and does not return to work within five (5) working days. (Employees could have up to eight (8) days.) Exceptions may be made.
 5. If the employee is laid off from the school district for a continuous period equal to the seniority or two (2) years, whichever is the lesser.
 6. If the employee retires.
- E. Seniority shall not be affected by race, sex, marital status or national origin.
- F. Seniority lists on the date of this Agreement will show the name and job title of all employees of the unit entitled to seniority.

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- G. An employee who voluntarily moves from one classification or department to another will have his/her classification and department seniority held for thirty (30) days in the classification and department from which he/she is moving. If the employee opts back into that classification or department within the seven (7) day period allowed or is placed back in the old classification or department within the six (6) week period provided for in Articles XV, there will be no break in classification or department seniority.
- H. Classification and department seniority will be frozen if an employee is involuntarily moved from a classification or department (transfer, layoff, displacement) as long as the employee is still an employee of the school district.
- I. The provisions of Articles V, XV, XVIII of this contract are not retroactive and the Board shall have no back liability based on any modification or changes to these three (3) articles agreed to in this contract.
- J. Effective July 1, 1995, regular employees who work minimal incidental or fill in hours in a classification other than their regular classification assignment shall not accrue seniority in the secondary classification. Employees with more than one regular position shall continue to accrue seniority in both positions. In order to receive and or accrue seniority in the classification, the employee must perform the full scope of the duties and responsibilities of that position.

**ARTICLE VI
STEWARDS**

- A. Every Year by the first day of the stewards duties, the union will supply the Superintendent a list of stewards and their department.
- B. The appropriate steward, Vice President, or President may, during working hours, conduct business of the Union in matters of grievance processing, discharge of employees, and discipline of demotion of employees, as long as it does not disrupt his/her normal job activities.

**ARTICLE VII
GRIEVANCE PROCEDURE**

- A. Definition:
 - 1. A grievance shall mean that there has been a violation, misinterpretation or inequitable application of specific provisions of this Agreement to the employee.

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2. As used in this Article, the term “employee” may mean a group of employees having the same grievance.
3. The following matter shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - (a) The termination of services or of failure to re-employ any probationary employees.
 - (b) If redress is sought in any other forum, the employee and/or the Union forfeit the right to file and/or pursue the grievance.
- B. The Union shall designate one (1) representative per work group or the Union President or Vice President to handle grievances when requested by the grievant. The Board hereby designates the work group supervisor as its representative at Level One as hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.
- C. For purposes of this Article, day shall mean calendar day, exclusive of Saturday, Sunday and the following legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas and Easter vacations.
- D. Written grievances as required herein shall contain the following:
 1. It shall be signed by the grievant or grievants.
 2. It shall be specific
 3. It shall contain a synopsis of the facts giving rise to the alleged violations.
 4. It shall cite the section or subsections of this contract alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
- E. Procedure.
 1. An employee or his/her steward having a specific grievance may present it orally to his/her supervisor.
 2. If the grievance is not settled orally, it may be reduced to writing by the steward and presented to the employee’s immediate supervisor within ten (10) days of the act or conditions that caused the alleged grievance. The

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employee shall specify the provision of the contract that is violated and the remedy requested.

3. The immediate supervisor will answer such grievance within five (5) days from the date on which it was filed in writing, unless extended by mutual agreement.
4. Unless appealed in writing to the next step within five (5) days, such answer shall be final. If appealed, the grievance shall be presented in writing to the Superintendent or his/her designated representative by the Union representative.
5. The Superintendent shall schedule a hearing at a mutually acceptable time within ten (10) days of receipt of the written appeal. The Superintendent shall answer the grievance, in writing to the local president, within five (5) days from the date of the hearing unless extended by mutual agreement.
6. The decision of the superintendent shall be final, unless within ten (10) days of receipt of the superintendent response the Union appeals the decision to binding arbitration. Notice of the arbitration shall be given to the superintendent in writing, the parties shall have fifteen (15) days to attempt the mutual selection of an arbitrator.

F. Powers of the Arbitrator:

1. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, and shall be limited solely to the interpretation and application of this Agreement in the award.
2. Only one (1) grievance at a time may be taken to a particular arbitrator except by mutual written consent of the Employer and the Union.
3. Neither party is permitted to assert in such arbitration proceedings any evidence not previously disclosed to the other party.
4. The Arbitrator may not, in effect, grant the Union or the board that which it was unable to secure during collective bargaining negotiations.
5. The Arbitrator shall render his/her decision within thirty (30) calendar days of the close of the hearing unless a longer period is mutually agreed to by

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the parties, or if the American Arbitration Association grants an extension to the Arbitrator after notification and consultation with the parties.

- G. The fees and expenses of the Arbitrator shall be shared equally by the parties.
- H. The Arbitrator shall have the authority to reinstate and/or reinstate with full reimbursement of all compensation lost any employee found to have been unjustly discharged. The Arbitrator shall have the authority to make whole (by restoring the same or an equivalent in money) an employee who is found to have been improperly deprived of any compensation or advantage, and/or to clear his/her record of any reference to the action.
- I. Time limits provided in this Article shall be strictly observed but may be mutually extended by written agreement of the parties.
- J. The Board agrees to allow the Union and/or employee, in response to written requests, to inspect available information which is necessary and pertinent to the handling of a grievance. It is expressly understood that the District is not required to compile information for the Union. The Union may have copies of this data by paying the District the reasonable cost of producing the copies.
- K. If a grievance arises from action of an authority higher than the work group supervisor of the employee, the Union may present such grievance at the appropriate step of the Grievance procedure.
- L. The parties agree to abide by the following rules when utilizing the mutual selection process:
 - 1. Attendance at Hearings – Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitrator shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the arbitrator to determine the propriety of the attendance of any other persons.
 - 2. Arbitration in the Absence of a Party – Unless the law provides to the contrary, the arbitration may proceed in the absence of any party who, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a party. The arbitrator shall require the other party to submit such evidence as he/she may require for the making of an award.
 - 3. Communication with Arbitrator – There shall be no communication between the parties and a neutral arbitrator other than at oral hearings. Any other oral or

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written communications from the parties to the Arbitrator shall be by mutual agreement.

- M. Bargaining unit members who are witnesses and/or attendees at an arbitration hearing shall be paid by the board. The Union shall be billed for the cost of substitutes in the event the district determines that it shall employ substitutes to perform the job of the witnesses and/or attendees.

ARTICLE VIII SICK LEAVE

- A. Earning yearly sick leave shall begin on July 1st each year. Employees will be allowed one (1) sick hour for each twenty (20) hours of regularly scheduled work, with a maximum of ninety-six (96) hours per year for year round employees and seventy-two (72) hours for school term employees. Employees may accumulate a total of Five Hundred Forty (540) hours.
- B. The Board may require a doctor's slip to verify any sick leave days used beyond three (3) consecutive work days. Sick hours may not be taken in less than one-hour (1) hour units.
- C. A maximum of two (2) days per occurrence, not to exceed six (6) days in any one (1) calendar year, to be deducted from sick leave may be taken for illness in the immediate family. Immediate family for the purposes of this Article shall be defined as spouse, children, including legal guardianship, father or mother, spouse's parents, grandchildren or other relative living in the employee's household. Illness shall be defined as requiring immediate professional medical attention. Support evidence may be required under such circumstances.
- D. Seniority employees may request three (3) days for personal business, not to be deducted from their sick leave allowance, to transact such businesses that cannot normally be handled outside their working hours. Applications for personal leave must be made in writing three (3) days in advance of the date requested, except in the cases of emergency. Such leave is subject to the approval of the supervisor based on substitute availability. Personal leave days will not be granted for a day immediately preceding or a day immediately following a holiday or vacation period, or the first or last day of the school year. Under unusual circumstances, exceptions may be made. Twice per calendar year, an employee may use one (1) additional personal day by converting two (2) sick leave days for one (1) personal day. The regular rules governing personal leave will be in effect for any personal day converted from sick days. Employees may not use more than two (2) personal days on consecutive days. An employee may not use a "converted" day in conjunction with his/her vacation.

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- E. Unused personal days will be paid out if the requested personal day has written proof of request and denial, because of no sub was available.
- F. Any employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for sick leave shall constitute grounds for appropriate disciplinary action.
- G. If an employee is absent because of injury or disease compensable under the Michigan Worker's Compensation Law, the employee shall be permitted to draw from his/her accumulated sick leave allowance the difference from what he/she receives under Worker's Compensation and his/her regular net salary for the duration of the injury or illness. Since sick leave is more per diem than this amount, the financial obligation of the Board would be that number of days until the dollar value of the sick leave pay is exhausted.
- H. The Board will furnish, without charge, a MESSA L.T.D. program with the following provisions:
 - 1. Waiting Period – Benefits begin after the expiration of ninety (90) calendar days or sick leave, whichever is greater.
 - a. Monthly Benefit – 66 2/3% of monthly contractual salary exclusive of bonuses and overtime will be payable up to a maximum benefit of \$2,500 per month.
 - 2. Maximum Benefit Period – Accident and sickness benefits are payable during continuous disability to age 70.
 - a. Other Coverage – Mental nervous/drug alcohol treated as any other illness. Social Security freeze, pre-existing conditions, rehabilitation, recurrent disability and layoff provision. The Board will provide the cost-of-living coverage benefit.

**ARTICLE IX
VACATIONS**

- A. All year-round, full time employees with seniority shall be allowed the following vacation schedule:

After one year	5 days paid vacation
After two years	10 days paid vacation
After three years	11 days paid vacation
After four year	12 days paid vacation
After five years	13 days paid vacation
After six years	14 days paid vacation
After seven year	15 days paid vacation
After fifteen years	20 days paid vacation

Employees hired after January 1, 1996 shall only be able to achieve fifteen (15) days of vacation. (After fifteen years – 20 days paid vacation shall not be available to employees hired after January 1, 1996.

Employees shall receive their paid vacation benefit on the basis of hours worked. Those employees who work nineteen hundred hours (1900) or more shall receive 100% of their vacation allowance mentioned above. Employees who work fifteen hundred (1500) to eighteen hundred and ninety-nine (1899) hours shall receive 75% of their vacation allowance. Employees who work twelve hundred (1200) to fourteen hundred and ninety-nine (1499) hours shall receive 50% of their vacation allowance. Employees who work under twelve hundred (1200) hours will receive no vacation. If an employee is laid off he/she shall not lose vacation hours.

Secretaries hired after July 1, 2009 and working eleven months and seven hours per day will be allowed four (4) days paid vacation. Secretaries working eleven months and eight hours per day will be allowed five (5) days paid vacation.

- B. All vacation time must have approval in advance. Vacation applications must be made to the immediate supervisor for the dates requested at least five (5) days in advance of the dates requested. If two or more employees in the same classification apply for the same dates, seniority in the classification shall prevail. No more than one employee from each classification shall be permitted to go at any one time unless otherwise agreed to by the Supervisor, not to put the District short of service.
- C. When a holiday falls during an individual employee's vacation period, one (1) day will be added to the vacation.

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- D. Employees who work less than forty (40) hours per week year-round shall receive vacation pro-rated on the basis of hours worked divided by 2,080 times the days allotted at the step of the vacation schedule to which their seniority entitles them.
- E. Those employees working full-time, less than year-round, but more than school term, will receive pro-rated vacation based on said employee's hours worked divided by the potential work year (regular scheduled hours per week multiplied by 52) times the days allotted at the step of the vacation schedule to which their seniority entitles them. Pro-ration does not include the first one hundred eighty-five (185) days worked after July 1st of each year.
- F. Any employee who fails to give two (2) weeks notice of his/her intention to terminate their employment will lose vacation days.
- G. All employees who will receive vacation days under the provisions of this Article will be notified in writing by October 1st of each year how many days they have accumulated.
- H. Employees who have accumulated more than ten (10) vacation leave days as of July 1, of each year, shall be paid at their regular rate out to six (6) days over ten (10), within thirty (30) days of July 1.

ARTICLE X WORKING HOURS

- A. The Employer will establish employee work schedules. From time to time, these schedules will be reviewed. Schedules will be designed to fit the needs of the District. Dramatic changes in group schedules will be discussed with the Union prior to implementation.
- B. Normal work hours:

If Custodians or Maintenance is brought back into the union the contract will be reopened for this section only to discuss wording.

Cooks – Six (6) hours work, plus one-half (1/2) hour for unpaid lunch, thirty (30) hours work week.

(The hours set forth above in no way constitute a guarantee of time worked or the equivalent of wages.)

- C. Management will discuss drastic schedule changes with the union prior to implementation, when possible.

**ARTICLE XI
HOLIDAYS**

A. Year-round –If year round full time employee position comes back into the union the contract will be reopened for this section only to discuss wording.

B. School term employees will receive as a paid day the following holidays:

New Year's Day
Memorial Day
Good Friday
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Holiday pay shall not count in the calculation of over time. School-term employees, whose job begins prior to Labor Day, shall receive Labor Day as a paid holiday.

C. Year round, part time employees will receive their equivalent in pay when the holiday occurs.

D. To be eligible for holiday pay, an employee must work the last scheduled work day prior to and the first scheduled work day following the holiday or be on approved paid leave or school business.

E. Employees off sick on the holiday, the day before, or after the holiday, may be required to submit medical proof of illness to receive holiday pay.

F. 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 his/her normal rate of pay for the holiday. An employee on sick leave on any of the above-named holidays shall not have that day deducted from his accumulated sick leave.

G. An employee who is required to work on any of the designated holidays shall be paid at time and one-half (1 ½) the regular straight time hourly rate for all hours worked in addition to the regular holiday pay.

H. If a holiday falls on a weekend, the Employer shall determine the day that will be observed.

**ARTICLE XII
HEALTH INSURANCE**

A. Health Insurance

1. Subject to the agreement of the carrier, Employees working an average of thirty (30) hour per week, during the Federal Mandate study period will be offered MESSA Choices II single coverage health insurance. The employee will pay the State required twenty (20%) percent of premium. The spouse and/or family members of said employee may also be included on his or her insurance. The employee is responsible for the extra cost.
2. Employees working forty (40) hours per week, more than school term who are not covered under another health insurance plan my receive one hundred fifty (\$150) dollars to used towards insurance options, a tax shelter annuity. Employees selecting a tax shelter annuity must choose from companies already listed within the district.

B. Dental

A product similar to Delta Dental 80-80-50, with an orthodontics rider to a maximum of \$1,000 will be available for full-time employees who work at least school term. The spouse and/or family members of said employee may also be included on his or her dental insurance. The employee is responsible for the additional cost. The employee will be required to pay any amount over the State Cap or 20% of premium. If State changes the requirements, the employee will follow the State law.

- C.** Insurance will be provided for a full twelve month period. Employees taking the option plan may switch at anytime to the health coverage in Article XII, A. upon the loss of current health coverage. If an employee leaves the system before the end of his/her work year, insurance terminates at the end of the month during which the employee terminates.

**ARTICLE XIII
LIFE INSURANCE**

The Board will provide fifteen thousand (\$15,000) dollars in term life insurance with AD&D, subject to the terms of the carrier, to all seniority employees.

**ARTICLE XIV
LEAVES**

- A. Leaves of absence without pay for a period not to exceed one (1) work year will be granted to seniority employees in writing without loss of seniority for:
1. Serving in an elected or appointed position, public or union (no more than one (1) for union position at a time).
 2. Child care leave.
 3. Illness leave, mental or physical.
 4. Prolonged illness in the immediate family.
 5. Educational leave.

Leaves requested under the provisions of 1 and 5 above must be made ninety (90) days prior to the commencing of the leave wherever possible and not less than thirty (30) days. Such leave may be extended by mutual consent of the Union and the Employer. The employee's accumulated sick leave will be frozen and held in reserve until the employee returns from the said leave. Leaves normally will not be less than one (1) semester. No more than one (1) leave per employee will be granted per school year except in case of emergency and with approval of the school board. Leave of pay will not be approved to take another job outside the school district.

- B. Employees shall accrue seniority, but not steps, while on any leave of absence granted for the reasons above and shall be returned to the same or similar positions upon return if they can do the job.
1. In the event an employee's leave of absence is of duration of six (6) working months or less, the employee upon termination of said leave, shall be returned to the same or similar position upon return if they can do the job.

It being agreed, the employer shall be allowed to fill the vacant position on a temporary basis. Current employees shall be given the opportunity to temporarily transfer to the vacant position, if the vacant position pays more than the employee's regular job. The employee filling the vacancy shall be paid his/her normal rate of the base rate of the classification, if that rate is higher (in accordance with Article XX, Temporary Transfers).

When an employee is granted a leave of less than five (5) days, other bargaining unit members, who have requested extra hours in writing, may be asked to substitute for that person providing they are otherwise not scheduled to work, have the ability and are qualified to do the work of the absent employee and the additional assignment will not cause the payment

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of overtime. When an employee is granted a leave of five (5) days or more and the Employer has prior notice of at least two (2) working days, bargaining unit members will be offered the work for the entire period of the leave. When the Employer does not have prior notice, a temporary employee may substitute in the position while bargaining unit members are notified: To substitute in a position, an employee must be able to do the job. If a license or certification is required to act as a substitute in the position then the employee must have the requisite license or credentials. In the event a bargaining unit member is selected, the opening created by transferring the bargaining unit member shall be filled in a manner determined by the administration.

2. When an employee is granted a leave of less than five (5) days, other bargaining unit members, who have requested extra hours in writing, may be asked to substitute for that person providing they are otherwise not scheduled to work, have the ability and are qualified to do the work of the absent employee and the additional assignment will not cause the payment of overtime.
 3. In the event the leave of absence is greater than six (6) working months, than the position shall be declared a vacancy and posted as such in accordance with Article XV, Promotions and New Jobs, and awarded in accordance with the provisions therein.
 4. It being agreed that upon termination of such employee's leave, the employee shall be returned to the same or similar position within the classification they were working at the time the leave was granted, if they can physically do the job as determined by their physician. The Board, at their expense, may require a second opinion.
 5. When a request for a leave of absence is made, the Superintendent shall furnish a copy of the request to the Union President.
 6. If a bus driver requests or anticipates being on a leave for thirty (30) working days or more, but less than six (6) months, drivers making five dollars (\$5.00) or more per day less than the driver going on leave may apply for the position. Upon completion of the leave, the drivers will be returned to their former positions.
- C. The members of the Union elected to attend a function of the Union, (no more than two (2) at any one time) such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions. One (1) week advance notice is required.

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- D. The Employer will pay the make-up pay portion between the seniority employee's regular pay and the amount paid for jury duty service up to sixty (60) days.
- E. A leave of absence with pay, not chargeable against sick leave, will be granted the seniority employees for the following reasons:
1. A maximum of five (5) days for each death in the immediate family. Immediate family shall be defined as spouse, employee's or spouse's father or mother, children of employee, grandchild, support personnel's brother or sister. The five (5) days must be consecutive and the employee must attend the funeral. (days must be used at time of death. If a memorial is at a different time, employee may save one (1) of these days to attend the service)
 2. A maximum of two (2) days for the death of a grandparent, brother-in-law, sister-in-law, or the spouse of the employee's child. The two (2) days must be consecutive and the employee must attend the funeral. An employee may apply for up to three (3) additional days non-chargeable to his/her sick day bank. A denial of the request will not be subject to the grievance procedure.(days must be used at time of death. If a memorial is at a different time, employee may save one (1) of these days to attend the service)
 3. For court appearances concerning school-related business when requested by the employer or appearances approved in advance as made in writing by the employer.
 4. A maximum of one (1) day to attend the funeral for the death of an employee's aunt, uncle, niece, nephew or cousin, or for the death of an aunt, uncle, niece, nephew or cousin of the employee's spouse.
 5. One day for the funeral of a good friend will be approved by the employee's supervisor and charged as one sick day.

**ARTICLE XV
PROMOTIONS AND NEW JOBS**

- A. All permanent vacancies and/or newly created positions within the bargaining unit shall be posted within seven (7) calendar days of the date the vacancy occurs. Vacancies shall be defined as a position that the Board of Education intends to fill to which no other employee has a claim.
- B. Job vacancies will be posted for a period seven (7) calendar days in a conspicuous place in each building. The posting will set forth the requirements of the position including:
1. Department
 2. Location of Work (where applicable)
 3. Starting date
 4. Rate of pay
 5. Hours to be worked
 6. Qualifications
 7. Application deadline

Interested employees shall apply in writing within the seven (7) day posting period to the Superintendent.

- C. Vacancies, including newly created positions, shall be filled with the most senior qualified applicant from within the affected department. Vacancies which cannot be filled within the department shall be filled from within the unit on the basis of experience, qualifications, work record, education, etc. In the event that all things are equal, seniority shall be the determining factor.
- D. When a vacancy cannot be filled in accordance with the above procedures, the employer can fill the opening with new hires.
- E. The job shall be awarded or denied within seven (7) calendar days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee. In the event the senior applicant disagrees with the reasons for the denial, it shall be a proper subject for the grievance procedure.
- F. The Employer shall furnish the Union President with a copy of each job posting at the time the postings are posted on the bulletin board; and at the end of the posting period, the Employer shall furnish the Union President with a list of those employees who applied for the job and the name of the person to whom the job was awarded.

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- G. If an employee changes classifications within a department, the rate of pay shall be based on the number of years in that department. (For example – six (6) years as cafeteria aide would be six (6) years at cook.

If an employee changes department, the rate of pay shall be based on one-half (1/2) of the number of years up to a maximum of four (4). (For example – moving from eight (8) years in cafeteria to classroom department would give four (4) years credit.)

- H. In the event of a promotion within the department or transfer from one department to another, the employee shall have seven (7) days in which to determine whether he/she wants to stay in the new position. The Employer shall have up to six (6) weeks in which to determine the employee's ability to do the job.
- I. The Employer shall have the right to secure the service of temporary employees to replace regular employees who are absent as a result of vacations, sickness, and other day to day absences, and to fill the temporary vacancy in a position during the posting period providing the temporary employees do not fill permanent positions that have not been posted in accordance with the provisions above. Absences of a duration of six (6) months or longer shall be filled in accordance with Article XIV, B.
- J. If an employee leaves the bargaining unit for a permanent position under the Employer not included in the unit and thereafter returns to a position within the bargaining unit, that employee shall not have accumulated seniority while working in the position outside the unit. Seniority shall be frozen at the level achieved at the time the employee leaves the unit. Employees who return to the bargaining unit under the above circumstances shall retain all rights accrued for the purpose of any benefit provided in this Agreement upon their return. Seniority shall be reinstated at the level held upon leaving.

ARTICLE XVI JOINT MEETINGS

The Board and the Union hereby agree to meet once per month upon request to discuss any problems concerning this Agreement which may have arisen. This meeting may encompass problems directly related to this Agreement and also those not specifically covered by the Agreement but of common concern to both parties. In an effort to keep the attendance at these meetings at a workable size, the Union shall be limited to two (2) representatives and a MESPA representative with the Board having the same number.

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This meeting may be attended by individuals serving as counsel to the Employer or to the Union.

ARTICLE XVII SENIORITY OF STEWARDS AND OFFICERS

- A. In the event of a layoff, the following officers and stewards will head the seniority list during their own term of office; President, Vice President, and stewards of the Local Union.
- B. 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 and social events.
 - 2. Notices of elections
 - 3. Notices of results of elections
 - 4. Notices of meetings

ARTICLE XVIII LAYOFF AND RECALL

- A. The word “layoff” shall be defined as a reduction in the work force. When possible, the Employer shall give employees thirty (30) days notice of layoff.
- B. In the event there is need to reduce personnel, temporary and substitute employees who are not part of the bargaining unit will be laid off first. If a further reduction occurs, employees shall be laid off according to seniority in their classification, providing the seniority employee can do the job. (As per Article XV, G.)
- C. Employees who are being laid off shall have the right to assume a position for which they are qualified in another classification providing:
 - 1. The position is held by an employee with less district seniority; and provided the bumping employee can perform the job.
 - 2. The position is of the same or a lesser weekly base pay rate if in bus driving or the same or a lesser 50 day rate if in some other classification.
 - 3. The position provides for the same or fewer number of hours per week.

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- D. Employees shall be recalled according to seniority in their classification. Employees on layoff shall be offered recall to other available positions in the department.
- E. Layoff and recall notices shall be sent by registered mail to the employee's last known address, or by hand delivery.
- F. When a major cut back in the work assignment that is of ninety (90) days or one (1) semester duration (whichever is less) occurs to a seniority employee, that employee may bump a lower seniority employee within their classification, providing their schedule will allow the reassignment.
- G. Laid off bargaining unit members shall be offered the option to volunteer for substitute work for which they are qualified in the unit. Laid off employees who request, in writing, substitute work for which they are qualified shall be utilized before non-bargaining unit personnel are called in. However, there shall be no financial liability on the Board of Education in the event an employee is not called.

ARTICLE XIX RATES FOR NEW JOBS

- A. When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations during the next contract.
- B. When modifications are made to an existing job that substantially alters the job description, the Employer will notify the Union. If the modifications would require reclassification of the position, the parties will follow the same procedures as in A. above.
- C. Classification and department may be deleted as the needs of the District dictate.

**ARTICLE XX
TEMPORARY TRANSFERS**

- A. When an employee is temporarily transferred from one (1) classification to another, the employee shall be paid his or her normal rate or the base rate of the classification to which he/she has been transferred, if that rate is higher.
- B. Temporary shall be defined as sixty (60) work days.
- C. This Article shall not apply during the months of June, July and August.
- D. When temporary transfers are affected, the Board will explain the reasons for such transfers to the employee being transferred.
- E. Assignment and reassignment are distinguished from the temporary transfers.

**ARTICLE XXI
MILEAGE AND UNIFORMS**

A. Mileage

Employees required to drive their personal car for approved school business shall receive mileage reimbursement. The IRS rate in effect on July 1st of each year shall be the rate for that year.

B. Uniforms and Equipment

- 1. The Employer shall make available without cost to the employee adequate protective clothing and approved safety equipment necessary to perform their duties both in and out of doors.
- 2. The Board shall provide up to sixty (\$60.00) dollars per year for uniform purchases by cafeteria employees. This shall be done on a receipt basis.
- 3. The Board shall compensate for loss or damage to clothing (\$75.00 maximum) or glasses (\$125.00 maximum) which can be reasonably attributed to cause of his/her job duties and which his not the result of negligence on the part of the employee. The amount paid is not to exceed \$250.00 per person in a given year.

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C. Licenses

The Board shall reimburse bus drivers for the difference between the cost of a regular driver's license and the cost of a CDL license.

**ARTICLE XXII
OVERTIME**

- A. Time and one-half (1 ½) shall be paid for all hours worked over forty (40) in any one calendar week (unless otherwise provided).
- B. Supervisors will be asked to keep a record of overtime offered to and refused by each employee for each department.

**ARTICLE XXIII
WAGES**

Schedule A wages, beginning upon ratification of this agreement, represent a twenty percent (20%) reduction over the 2008-2009 rate, and apply to MESPA members hired prior to July 1, 2009. The Board also recognizes that any current bargaining unit member who changes positions within a classification or moves to a different classification within the bargaining unit will continue to be compensated under Schedule A. Any current bargaining unit member who leaves the bargaining unit under the provisions of Article XV, J. and later returns to a bargaining unit position will be compensated under Schedule A. A current bargaining unit member's right to compensation under Schedule A will not be changed due to layoff or leave of absence.

Staff will be awarded steps on the first pay of the school year. Salary is based on the amount of fund equity as determined by the adopted annual audit and reduced by any projected deficit in order to maintain a balanced budget for the year. The parties agree that the salary scale will increase by ½ of 1 percent when the fund balance exceeds 8% based on the actual cost of the ½ of 1 percent increase for the entire year not to exceed 2%. If the estimated fund balance is determined to fall below 8% than pay freeze will occur. Should the adopted annual audit call for change in decrease or increase in percentage, adjustment will be made as early as possible and will be retroactive.

Schedule B wages will apply to bargaining unit members hired after July 1, 2009. The Federal Minimum Wage in effect July 1 of each year shall be used to calculate wages in Schedule B for the remainder of each fiscal year.

Salary formula will be used for all three years. However if there is a staff retirement or resignation and the opening is filled by someone on schedule B making more than an employee on Schedule A contract pay will be re-opened for that category for pay only

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

Schedule A

COOKS

	<u>2012-2015</u>
HIRE	\$8.98
90 DAYS	\$9.19
1 YEAR	\$9.35
2 YEARS	\$9.71
3 YEARS	\$10.06
4 YEARS	\$10.42
5 YEARS	\$10.44
6 YEARS	\$10.47
7 YEARS	\$10.49
8 YEARS	\$10.52
9 YEARS	\$10.54
10 YEARS	\$10.57
11 YEARS	\$10.63
12 YEARS	\$10.73
13 YEARS	\$10.83
14 YEARS	\$10.93
15 YEARS	\$11.03
16 YEARS	\$11.05
17 YEARS	\$11.27
18 YEARS	\$11.52
19 YEARS	\$11.72
20 YEARS	\$11.85
21 YEARS	\$11.93
22 YEARS	\$12.05
23 YEARS	\$12.17

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

NOON, CAFETERIA AIDES & PLAYGROUND AIDES

	<u>2012-2015</u>
HIRE	\$8.38
90 DAYS	\$8.55
1 YEAR	\$8.83
2 YEARS	\$9.11
3 YEARS	\$9.41
4 YEARS	\$9.71
5 YEARS	\$9.73
6 YEARS	\$9.75
7 YEARS	\$9.78
8 YEARS	\$9.80
9 YEARS	\$9.83
10 YEARS	\$9.85
11 YEARS	\$9.89
12 YEARS	\$9.97
13 YEARS	\$10.05
14 YEARS	\$10.12
15 YEARS	\$10.21
16 YEARS	\$10.28
17 YEARS	\$10.44
18 YEARS	\$10.61
19 YEARS	\$10.78
20 YEARS	\$10.89
21 YEARS	\$11.11
22 YEARS	\$11.22
23 YEARS	\$11.33

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

SECRETARIES

	<u>2012-2015</u>
HIRE	\$12.40
90 DAYS	\$12.77
1 YEAR	\$12.97
2 YEARS	\$13.24
3 YEARS	\$13.47
4 YEARS	\$13.76
5 YEARS	\$13.79
6 YEARS	\$13.83
7 YEARS	\$13.87
8 YEARS	\$13.92
9 YEARS	\$13.97
10 YEARS	\$14.00
11 YEARS	\$14.03
12 YEARS	\$14.13
13 YEARS	\$14.24
14 YEARS	\$14.34
15 YEARS	\$14.45
16 YEARS	\$14.58
17 YEARS	\$14.79
18 YEARS	\$15.00
19 YEARS	\$15.20
20 YEARS	\$15.41
21 YEARS	\$15.76
22 YEARS	\$15.92
23 YEARS	\$16.08

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

CUSTODIANS

	<u>2012-2015</u>
HIRE	\$10.60
90 DAYS	\$10.74
1 YEAR	\$10.97
2 YEARS	\$11.18
3 YEARS	\$11.40
4 YEARS	\$11.63
5 YEARS	\$11.67
6 YEARS	\$11.70
7 YEARS	\$11.73
8 YEARS	\$11.77
9 YEARS	\$11.80
10 YEARS	\$11.83
11 YEARS	\$11.87
12 YEARS	\$11.96
13 YEARS	\$12.04
14 YEARS	\$12.12
15 YEARS	\$12.21
16 YEARS	\$12.34
17 YEARS	\$12.55
18 YEARS	\$12.75
19 YEARS	\$12.94
20 YEARS	\$13.14
21 YEARS	\$13.33
22 YEARS	\$13.46
23 YEARS	\$13.59

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

MAINTENANCE/CUSTODIAN

	<u>2012-2015</u>
HIRE	\$11.32
90 DAYS	\$11.44
1 YEAR	\$11.75
2 YEARS	\$12.01
3 YEARS	\$12.31
4 YEARS	\$12.62
5 YEARS	\$12.65
6 YEARS	\$12.66
7 YEARS	\$12.70
8 YEARS	\$12.76
9 YEARS	\$12.80
10 YEARS	\$12.85
11 YEARS	\$12.86
12 YEARS	\$12.95
13 YEARS	\$13.04
14 YEARS	\$13.14
15 YEARS	\$13.23
16 YEARS	\$13.38
17 YEARS	\$13.58
18 YEARS	\$13.80
19 YEARS	\$14.02
20 YEARS	\$14.27
21 YEARS	\$14.45
22 YEARS	\$14.59
23 YEARS	\$14.74

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

MAINTENANCE TECH/CREW LEADER

	<u>2012-2015</u>
HIRE	\$12.11
90 DAYS	\$12.42
1 YEAR	\$12.70
2 YEARS	\$13.01
3 YEARS	\$13.29
4 YEARS	\$13.59
5 YEARS	\$13.63
6 YEARS	\$13.66
7 YEARS	\$13.69
8 YEARS	\$13.73
9 YEARS	\$13.76
10 YEARS	\$13.79
11 YEARS	\$13.87
12 YEARS	\$13.97
13 YEARS	\$14.08
14 YEARS	\$14.20
15 YEARS	\$14.31
16 YEARS	\$14.42
17 YEARS	\$14.65
18 YEARS	\$14.87
19 YEARS	\$15.10
20 YEARS	\$15.32
21 YEARS	\$15.58
22 YEARS	\$15.73
23 YEARS	\$15.89

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

**HIGHLY QUALIFIED CLASSROOM AIDE and
HIGHLY QUALIFIED SPECIALIZED AIDE**

	<u>2012-2015</u>
HIRE	\$9.16
90 DAYS	\$9.27
1 YEAR	\$9.58
2 YEARS	\$9.87
3 YEARS	\$10.15
4 YEARS	\$10.43
5 YEARS	\$10.47
6 YEARS	\$10.50
7 YEARS	\$10.54
8 YEARS	\$10.57
9 YEARS	\$10.59
10 YEARS	\$10.62
11 YEARS	\$10.65
12 YEARS	\$10.72
13 YEARS	\$10.73
14 YEARS	\$10.82
15 YEARS	\$10.91
16 YEARS	\$11.06
17 YEARS	\$11.25
18 YEARS	\$11.47
19 YEARS	\$11.69
20 YEARS	\$11.83
21 YEARS	\$11.93
22 YEARS	\$12.04
23 YEARS	\$12.16

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

CLASSROOM AIDE and SPECIALIZED AIDE

	<u>2012-2015</u>
HIRE	\$9.00
90 DAYS	\$9.11
1 YEAR	\$9.42
2 YEARS	\$9.71
3 YEARS	\$10.00
4 YEARS	\$10.28
5 YEARS	\$10.32
6 YEARS	\$10.34
7 YEARS	\$10.40
8 YEARS	\$10.41
9 YEARS	\$10.44
10 YEARS	\$10.46
11 YEARS	\$10.49
12 YEARS	\$10.57
13 YEARS	\$10.58
14 YEARS	\$10.67
15 YEARS	\$10.76
16 YEARS	\$10.91
17 YEARS	\$11.10
18 YEARS	\$11.32
19 YEARS	\$11.54
20 YEARS	\$11.68
21 YEARS	\$11.78
22 YEARS	\$11.90
23 YEARS	\$12.01

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

BUS DRIVERS RUN RATE

STEP	<u>2012-2015</u>
PROBATIONARY	\$11.67
90 DAYS	\$12.18
1 YEAR	\$12.89
2 YEARS	\$12.94
3 YEARS	\$12.99
4 YEARS	\$13.07
5 YEARS	\$13.10
6 YEARS	\$13.14
7 YEARS	\$13.17
8 YEARS	\$13.20
9 YEARS	\$13.24
10 YEARS	\$13.27
11 YEARS	\$13.32
12 YEARS	\$13.43
13 YEARS	\$13.53
14 YEARS	\$13.64
15 YEARS	\$13.75
16 YEARS	\$13.85
17 YEARS	\$14.07
18 YEARS	\$14.31
19 YEARS	\$14.53
20 YEARS	\$14.76
21 YEARS	\$14.96
22 YEARS	\$15.11
23 YEARS	\$15.26

Any driver that is required to do a random drug and alcohol screening will be paid one (1) hour trip run rate for their time.

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

BUS DRIVERS TRIP RUN RATE

STEP	<u>2012-2015</u>
PROBATIONARY	\$9.03
90 DAYS	\$9.12
1 YEAR	\$9.49
2 YEARS	\$9.54
3 YEARS	\$9.59
4 YEARS	\$9.71
5 YEARS	\$9.73
6 YEARS	\$9.75
7 YEARS	\$9.78
8 YEARS	\$9.80
9 YEARS	\$9.83
10 YEARS	\$9.85
11 YEARS	\$9.89
12 YEARS	\$9.96
13 YEARS	\$10.04
14 YEARS	\$10.11
15 YEARS	\$10.19
16 YEARS	\$10.28
17 YEARS	\$10.44
18 YEARS	\$10.61
19 YEARS	\$10.78
20 YEARS	\$10.95
21 YEARS	\$11.11
22 YEARS	\$11.22
23 YEARS	\$11.33

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

Schedule B

The following salary schedule will apply to new hires beginning July 1, 2009 and shall continue for the life of this agreement. Dollar amounts are current values and would be subject to change with Federal Law.

Years of Service	0-2 Years	3-5 Years	6-8 Years	Every Three years 9 and over
Aides (Noon, Cafeteria, Playground)	Minimum Wage	Minimum Wage + 3%	Minimum Wage + 6%	Minimum Wage + 10%
Cooks	Minimum Wage + 25%	Minimum Wage + 30%	Minimum Wage + 35%	Minimum Wage + 40%
Secretaries, HQ Aides	Minimum Wage + 30%	Minimum Wage + 35%	Minimum Wage + 40%	Minimum Wage + 45%
Bus Drivers	Start on base of schedule A. Move up one step every year, not after 90 days.			

A. Evaluations and Job Descriptions

1. All employees shall receive a job description as developed by the Administration, listing the responsibilities for their job and their immediate supervisor. Any evaluation of an employee's work performance shall be based mainly upon said job description and conducted by the immediate supervisor or another administrator.
2. If an employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. In no case shall the employee's signature on the evaluation form be construed to mean that he/she agrees with the contents of the evaluation.

B. Drivers requested to meet with supervision regarding student discipline will be paid for a minimum of one-half (1/2) hour for conferences taking one-half (1/2) hour or less. Conferences that take more than (1/2) hour will be paid at the hourly rate.

C. Report Pay- The employer agrees to pay bus drivers whose special or athletic trips are canceled less than one (1) hour prior to the departure of same a minimum of one (1) hour pay.

D. Annual Bus Run Meeting – All regular bus runs will be driven by the same driver as last year until the bus run bid meeting. Any new runs will be awarded to the highest seniority driver who can take the run until the bus run bid meeting. If no seniority driver can take the run, a substitute may take that run until the run bid meeting.

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

Within no more than twenty (20) school days a bus run bid meeting will be held. Drivers will select bus runs on a seniority basis. Drivers will select bus runs on a seniority basis. The drivers with the highest seniority will select first, and then second highest.

Any driver not attending the bus run bid meeting will be assigned a run at the point their seniority would permit them to select a run. However, in cases of extreme emergency of a critical nature, and with prior arrangements with the Director of Transportation and the Union Steward, a driver may be excused from the selection meeting and have the steward choose a run or runs for that driver.

Each bus run shall have an established time in hours and minutes prior to the annual bus run bid meeting.

E. Meal Reimbursement

Employees will be reimbursed for meals when on trips of five (5) hours or longer and the trip encompasses regular meal times. If a meal is scheduled as part of the trip, the employee will be provided the same type of meal as the students. Employees will be reimbursed on a receipt basis. (Breakfast \$5.50, Lunch \$6.50, Dinner \$9.50).

F. Bus Run Rates

The time charged shall be from when the bus leaves the parking lot until the bus returns to the parking lot. A bus run rate shall be for transporting students from their home to school (am) and from school to their home (pm).

G. Trip Rates

The time charged shall be from the time the bus is scheduled to leave until the bus returns to the parking lot with a minimum of one (1) hour. Trip rates shall be for transporting students for any other reason not covered by the bus run rates. Trips that begin after the official school day ends will be entitled to a maximum of fifteen (15) additional minutes for post trip responsibilities. For trips that are not three (3) hour minimums the driver will be paid the bus run rate for actual driving time plus \$9.00 per hour for waiting time.

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

H. Overnight Rates

Shall be used if the bus driver is required to stay overnight with a bus on a trip. The overnight rate (\$62.50) shall be paid in addition to the hours paid on duty at the trip rate.

I. Shuttle Run

Shall be paid at the Trip Rate and will not be eligible for the daily pre-trip or unforeseen events time allotments. Shuttle trips shall be for transporting students daily from Merrill Community Schools to another neighboring school district for educational purposes.

J. Pre and Post Trip Inspections

In addition to the time charged, the driver will receive thirty minutes (30) paid time for pre-trip inspections, warm up, cool down, cleaning, and fueling. This time will be paid only once on any individual bus.

K. Unforeseen Events

In order to equate paid time to the nearest quarter hour, between ten (10) and fifteen (15) minutes per day will be added to each drivers regular bus run. This time will be used for all other extra time related occasions such as seasonal weight restriction speed limits, bad road conditions, bad weather conditions, paperwork, phone calls to parents, trips to the buildings for meetings, bomb threats, breakdowns, and on site drug screenings.

In the event a single bus run (am or pm) is delayed thirty (30) minutes or more for any reason, the driver shall be compensated at the hourly rate less the ten (10) to fifteen (15) minutes already paid daily for unforeseen events.

L. Overnight Sleeping Quarters

Drivers on overnight trips must have at least eight (8) consecutive hours off duty. Drivers will not have any required chaperon duties while off duty. Drivers will be provided sleeping quarters separate from the students (drivers will not be required to sleep in the same room with students).

M. Coaches Possessing a CDL

In the event that a coach possesses a CDL, he or she will not be allowed to drive the bus to an event at which he or she is coaching, unless a driver is not available.

Agreement Between Merrill Community Schools and Merrill ESPA, MEA/NEA

N. Training and In-service

All mandatory training and in-service required by Merrill Community Schools shall be paid at the employee's regular hourly rate. In the case of bus drivers, it shall be paid at their trip run rate.

O. Working Conditions

Any alleged unsafe or hazardous working conditions shall be reported by employees to administration in writing. Administration shall investigate and if necessary correct the conditions as soon as possible.

**ARTICLE XXIV
ACT OF GOD DAYS**

A. School Term Employee

Effective June 30, 2005 school term employees shall receive pay for up to four (4) Act of God days in any one school year. School term employees will work the scheduled and/or rescheduled student days as required. They will be paid for a full days pay on each of these days if students are brought in even if school is dismissed early. These employees will be paid for any days they work. If called to work on an Act of God day, the employee will be paid. The district will provide parking areas and clear access to the building for an employee asked to report on an Act of God day. If the district calls an employee in, the employee reports and the district has not provided access, the employee will be paid a full day's pay, not to exceed four (4) in any one school year. When school term employees are asked to work, the district agrees that there will be heat in the work area. On day five(5) and six (6) of Act of God days an employee may use accumulated sick or personal days to be paid as regular days. If the State lowers number of Act of God days employee may only receive pay up to the first four (4) days.

B. Year Round and More Than School Term Employees

Year round and more than school term employees are scheduled to work on Act of God days. If conditions are such that the district cannot accommodate the employees because of loss of power in the building or the inability to clear parking areas, the employees will be sent home or notified that the district is unable to provide work that day. When this occurs, the employee will receive a regular day's pay, not to exceed four (4) in any one school year. A year round or more than school term employee who feels they cannot make it in to work on an Act of God day may use his/her accumulated sick, vacation or personal day.

**ARTICLE XXV
SUPERVISION**

The Employer and the Union agree that the transportation, maintenance and custodian supervisors and head cook, in their current positions with the Employer, are considered supervisors and, therefore, are not part of the bargaining unit. Supervisors will not do bargaining unit work so as to cause a layoff of bargaining unit members.

**ARTICLE XXVI
NO STRIKE**

The Union and the Board recognize that strikes and other forms of work stoppages by employees may be contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union, therefore, agrees that its members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or any other interruption of activities of the school system, to affect wages, rates of pay, hours of employment or other conditions of employment for the term of this Agreement. Failure of refusal on the part of any employee to comply with this Article may subject the employee to disciplinary action. The Board shall not lock out employees covered by this contract for the life of this Contract.

**ARTICLE XXVII
WAIVER CLAUSE**

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, and any prohibited topics of bargaining from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement incorporates the full thinking of the parties on negotiable subjects. No agreement, alternation, understanding 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, and the same has been ratified by the Employer and the Union.

**ARTICLE XXVIII
PAST PRACTICE**

This Agreement shall supersede any rules, regulations or past practices. No past practices shall be recognized unless committed to writing and incorporated into this Agreement.

**ARTICLE XXIX
SAVINGS CLAUSE**

If any provisions of this Agreement, or any application of the Agreement to any employee or group of employees, shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXX
MANAGEMENT'S RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting, the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities;
 2. To hire all employees and subject to the provisions of law, to determine their qualification and the conditions of their continued employment, or their dismissal or demotion for just cause;
 3. To determine work schedules for hours of employment and the duties, responsibilities and assignments of employees with respect thereto and work assignments and terms and conditions of employment;
 4. To determine the policy affecting testing of employees, provided such testing is based upon lawful criteria.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the board, the adoption of policies, rules, regulations and practices, and the

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furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited of this Agreement's specific terms; and then only to the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

ARTICLE XXXI TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until midnight, June 30, 2012.

- A. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- B. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date, via serving written notice. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

ARTICLE XXXII LEGAL RIGHTS AND COMPLAINTS

- A. Any case of physical assault upon an employee shall be reported to the Employer promptly. The Employer will provide legal counsel to the employee in his/her case if a majority of the Board of Education feels he/she has acted in a prudent and just manner subject to the limits of Board liability insurance.
- B. If any legal action is brought against an employee by reason of an occurrence arising from the normal conduct of his/her job-related duties, the Employer will provide legal counsel to the employee in his/her case if a majority of the Board of Education feels he/she has acted in a prudent and just manner.
- C. Time lost by an employee in connection with A. and B. above shall not be charged against the employee as long as the employee was acting within the limits established by the Board of Education.
- D. Formal written complaints by a citizen directed toward an employee shall be promptly called to his/her attention.
- E. An employee shall have the right for Union representation whenever he/she is being disciplined or warned when such action may result in disciplinary action

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and/or becomes a part of the employee's personnel file. If Union representation is requested, then the meeting may be delayed for no more than twenty-four (24) hours. If the situation is of the nature which requires immediate action to be taken, the time restriction will be waived.

- F. Each employee shall have the right, upon reasonable request to review his/her personnel file. A Union representative may be present if the employee so requests. The review will be made with a supervisor present who is responsible for the safety of the files.
- G. No material originating after initial employment shall be placed in an employee's personnel record unless he/she has had an opportunity to review said materials. If the employee is requested to sign material to be placed in the file, the signature shall be understood to indicate awareness, but in no instance shall it be interpreted to mean agreement with the materials content.
- H. If an employee disagrees with information contained in the personnel file, removal or correction of that material may be mutually agreed upon by the Employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee position. If either the Employer or employee knowingly places in the personnel record information which is false, then the Employer or employee, whichever is appropriate, shall have remedy through legal action to have the information expunged.
- I. No employee shall be discharged or disciplined without just cause.
 - 1. The Board of Education shall publish and post work rules and any changes thereto.
 - 2. Discipline shall take place in private.
 - 3. An employee, upon request, may have a Union representative present, when possible.

ARTICLE XXXIII ROTATION and SUBSTITUTION

A. BUS DRIVER ROTATION

- 1. The parties agree that a roster of all bus drivers in the bargaining unit shall be compiled and maintained by the Employer, This roster shall then serve as the basis for awarding of athletic/special trip assignments with each

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driver on the roster being called in turn on a regular seniority rotation system.

2. The bus rotation will allow each employee an equal opportunity in the rotation process.

The athletic/special assignment roster contains a list of all drivers in order of seniority. The driver with the most seniority will be at the head of the roster. Starting with the first athletic/special assignment posting of the new school year, the driver at the head of the roster has first choice of any athletic/special assignment posted for that week. Whether he/she accepts or declines has no bearing on the roster. It will rotate to the next employee the following week and will continually do so each week thereafter, throughout the entire school year. His or her name will go from the top directly to the bottom.

Even when a substitute driver takes an athletic/special assignment, the weekly rotation will not be affected.

- a. The list of names will be typed in order of seniority. As the regular rotation continues weekly, the Employer will highlight or mark the name of the driver at the head of the roster for that week.
3. The roster shall be posted from 10:00 a.m. Tuesday to 12:00 noon on Thursday in the Transportation Office. Any driver not signing during that time shall be considered as having refused. All drivers shall have indicated their preference for extra trips. While checking the roster, a driver shall indicate which trip he/she wants. Those trips then not having been signed at 12:00 noon on Thursday shall be given to substitute drivers. In return for the above procedure, the Transportation Coordinator will assign regular drivers with the lowest seniority to take extra trips if all drivers have taken their fair share and if no regular driver has signed up and if no substitute is available.
 4. Should an employee forfeit the opportunity for his/her regular rotation, he/she will not be considered again until the next regular rotation cycle. Every seniority employee, however, shall be expected to take his/her fair share of athletic/special trips. Drivers will not be charged with a refusal with less than twenty-four hours notice. The Employer agrees to make every reasonable effort to contact a driver when his/her regular rotation occurs in the case of late trip postings.

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5. Should a driver opt to drive an athletic/special trip and the particular trip overlaps the hours of his/her regular bus run, a replacement driver shall be utilized for the regular run with deductions for driver for regular run.

B. BUS DRIVER SUBSTITUTIONS

Regular bargaining unit members will be assigned, based on weekly rotating seniority, those trips created by other bargaining unit members absences. The drivers will be expected to fill out the substitution form indicating his/her preference for subbing on specific runs at the beginning of the school year.

1. When a regular driver is out for less than a full work day, the position may be filled by a regular driver, when available provided it does not interfere with his/her regular runs. This may be waived in case of emergency.

C. CUSTODIAL ROTATION

If Custodians are brought back into the union, the contract will be reopened for this section only to discuss wording.

ARTICLE XXXIV ASSOCIATION ACTIVITIES

- A. Duly authorized representatives of the Union will be permitted to transact Union business on school property provided they have notified the available supervisor of their presence and provided this shall not interfere with or interrupt normal school operations.
- B. The Association will be permitted to use the Employer's equipment, including typewriters, mimeograph machines, duplicating and copy machines when such equipment is not otherwise in use as determined by the building principal. The Union shall pay for the reasonable cost of all materials and supplies and also for any damage caused by the Union member to the equipment.
- C. The Union shall have the right to use Employer buildings at all reasonable hours for meetings which do not interfere in the assigned functions of the regular program by filling out the appropriate building use form.
- D. This Agreement shall be printed in final form by the Board and delivered within twenty (20) days after ratification to the Union. The Union shall provide its members with copies.

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- E. Employees shall be released from their regular duties to attend Association meetings no more than once a month providing that prior approval is obtained from the building administration and the employee arranges to make up all time spent away from his/her job and these meetings will not occur during the normal school day.

- F. All bargaining unit members who are appointed to the negotiating team will be allowed to arrange with their immediate supervisor, a mutually agreeable time to make up hours lost due to bargaining, if practical.

**ARTICLE XXXV
EFFECTIVE DATE**

This Agreement shall become effective when it is ratified and signed by the parties.

**MERRILL EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA**

**MERRILL COMMUNITY SCHOOLS
BOARD OF EDUCATION**

Date _____

Date _____

**APPENDIX A
MISCELLANEOUS**

A. TIME CLOCK

The Employer will determine the use of time clocks.

B. PLAYGROUND AIDES OR CHILD CARE AIDES

Playground Aides/Child Care Aides will be paid or work a minimum of one (1) hour per work period.

C. PAYCHECK STUBS

The Employer agrees to provide in the employee's paycheck stub the hours worked, straight time and overtime. A statement of all accumulated sick leave shall be given to employees by October 1st of each year.

D. EPIDEMIC PAY

An employee absent from work because of mumps, scarlet fever, measles, chicken pox, scabies, pink eye, and head lice shall suffer no diminution of compensation, and shall not be charged with sick leave if it can reasonably be shown that said illness was contracted during the course of employment.