

MASTER AGREEMENT

BETWEEN THE

**OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION**

AND THE

**OWOSSO EDUCATION SUPPORT
PERSONNEL ASSOCIATION MEA/NEA**

September 24, 2012 to June 30, 2013

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between the
BOARD OF EDUCATION
of the
OWOSSO PUBLIC SCHOOLS
and the
OWOSSO EDUCATION SUPPORT
PERSONNEL ASSOCIATION MEA/NEA

This Agreement entered into on September 24, 2012 between the Owosso Public Schools (hereinafter referred to as the “Employer”) and the Owosso Education Support Personnel Association MEA/NEA (hereinafter referred to as the “Union”).

PREAMBLE Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employee, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 1 Recognition: Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 369 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 with 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 this bargaining unit described below:

All custodians, general maintenance, skilled trade maintenance employees, food service full time and regularly employed part-time bus drivers and vehicle maintenance employees, full and regular part time aides, monitors and secretaries; but excluding executive secretaries, substitute bus drivers, emergency drivers, central office (including operations executive secretary) and clerical employees, temporary employees as defined in Article 10, all other employees and supervisors, including transportation supervisors as defined by the commission.

For the purpose of this Agreement, references to male shall include females. The term full-time employee shall mean an employee that is regularly scheduled to work eight (8) hours each day for the minimum of forty (40) hours each week.

The term part-time employee shall mean an employee that is regularly scheduled to work less than eight (8) hours each day or less than forty (40) hours each week.

ARTICLE 2 Management Rights

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 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 consequences of such action during the term of the 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, equipment, and operation; and to direct the working forces and affairs of the Employer.
2. assign and direct the work of all of its personnel; determine the hours of work and starting times and scheduling of all of the foregoing; establish, modify, or change any work or business hours or days; and to establish the terms and conditions of employment and its work force.
3. direct the working forces, including the right to hire, promote, suspend, and discharge employees; transfer employees; assign work or extra duties to employees within their respective classifications; determine the size of the work force; subcontract; and to lay-off employees

4. determine the type of services, supplies, and equipment necessary to continue its operations; determine the means, methods, schedules, and standards of operation; determine the means, methods, and processes of carrying on the work, including automation thereof or changes therein; and determine the institution of new and/or improved methods of changes therein.
5. adopt reasonable rules and regulations.
6. determine the qualifications of employees, including physical qualifications and conditions; and to determine the policy with respect to drug and alcohol testing of bus drivers.
7. determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities.
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 organization structure.
11. determine the policy affecting the selection, testing, or training of new employees, providing that such selection shall be based upon lawful criteria.
12. determine assignment of buses and where buses are parked, stored, and housed, both during and outside work hours; and to determine all bus routes.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 3 Union Security

A. Agency Shop

It is specifically agreed that those employees who are not members of the Union at the time of initial ratification in 1994 of this Agreement by the Board are “grandfathered” and do not have to pay dues or a service fee as a condition of employment. All other employees covered by this Agreement at the time it becomes effective, shall select one of the following options:

1. Payment of the regular dues assessment in order to become a full dues-paying member in the Union.
2. Any member of the bargaining unit who is not a member of the Union or who does not make application for membership within thirty (30) days from the first day of active employment shall, in order to comply with this provision, pay a service fee to the Union in a legally permissible amount specified by the Union as previously determined by appropriate methods not to exceed the amount of dues uniformly required to be paid by members of the Union (including local, state and national dues); provided, however, that the employee may authorize payroll deductions for such fee in the same manner as provided elsewhere in this article. Employees who desire to make a lump sum cash payment of dues and/or fees must make such payment by October 15.
3. No bargaining unit member required to pay a service fee shall be required through the payment of such fee to contribute to the financial support of any ideological cause which he/she opposes. Therefore, the bargaining unit member may designate that his fee be contributed to the Union scholarship fund. Such member shall provide the Union in writing prior to October 15th of each year a statement setting forth the basis for his objection. The Union agrees to provide to bargaining unit members, upon request, a summary of the activities associated with the scholarship fund.
4. In the event that a bargaining unit member who is not a member of the Union shall not pay his service fee directly to the Union, or authorized payment through payroll deduction as herein provided, or make a lump sum cash payment by October 15, the Employer shall, at the request of the Union, notify the employee of his noncompliance with the provisions stated herein. The parties expressly recognize that the failure of any employee to comply with the provisions of this article is cause for the Union to pursue whatever recourse it may have available including, but not limited to, legal remedies against the individual employee.

B. Dues Check Off

1. The Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues uniformly required and as provided for in a written authorization voluntarily executed by the employee in accordance with the standard form used by the Union. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given the Employer during the period thirty (30) calendar days immediately prior to the expiration of this Agreement.
2. Dues will be authorized, levied, and certified in accordance with the Constitution and by-laws of the local union. Each employee and the Union hereby authorize the employer to rely upon the Union's authorization form and to honor certification 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.

3. The Employer shall have no responsibilities for collection of any assessments or deductions other than those specifically set forth herein and voluntarily authorized by the employee as established by his having affixed his signature to the Union's authorization card for check off. The Board assumes no liability for the authenticity of execution of the authorization.

C. Service Fee Check Off

The employer agrees to deduct from the wages of any employee who is not a member of the Union the Union service fee as provided for in a written authorization voluntarily executed by the employee in accordance with the standard form used by the Union. The written authorization for service fee deduction shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given to the Employer during the period thirty (30) calendar days immediately preceding the expiration of this Agreement.

D. Remittance of Dues and Fees

1. Check off deductions under all properly executed Authorization for Check Off Forms shall be signed by the employee and shall be deducted over the scheduled nineteen (19) pays as reflected in the payroll system. If an employee becomes a part of the unit and obligated for dues after the commencement of the deduction periods, the appropriate dues will be prorated over the remaining payroll dates reflected in the nineteen (19) deduct schedule.
2. Deductions for any calendar month shall be remitted to a designated financial officer of the Union, with a list from whom dues have been deducted, within seven (7) days from the deductions day of the month or as soon as possible thereafter. A list of employees for whom deductions have been made shall also be provided to the Unit President.
3. An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The local union will be notified by the Employer of the name of such employee following the end of each month in which the termination took place.
4. All funds claimed for dues of the Union under such dues authorization shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claim of excessive dues deductions.

E. Save Harmless

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

Should the indemnification provision set forth above be declared unenforceable or void by a court of competent jurisdiction, the Union security provisions of this article shall immediately be considered inoperative and severed from this Agreement. If any court of competent jurisdiction or administrative agency holds that this article and/or its concept is (are) invalid, illegal, or unconstitutional, or that it violated any federal or state law, or that it is in conflict with any federal or state law; or if the Legislature enacts a law forbidding such article and/or its concept, or any part thereof, this article shall be null and void.

F. Union Responsibility

The Union shall be responsible for maintaining a due process procedure for non-members to determine how their fee is established and to provide non-members an expeditious and impartial hearing regarding any objections. The Union has established the “policy regarding objections to political-ideological expenditures” for that purpose. The remedy set forth in said procedure shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting non-member employee concerning the application and interpretation of this article shall be subject to the grievance procedures set forth in this Agreement or any other administrative or judicial procedure. The Union shall provide to all non-members, and to the Board upon request, copies of the Union’s policy and procedures.

G. The Union shall reimburse the district for any costs relating to deductions for political action contributions.

ARTICLE 4 Union Representation

- A. The employees included in this Agreement shall be represented by six (6) stewards, one steward representing transportation, food service, maintenance/grounds, aides/monitors, secretaries and custodians.
- B. The Employer will be notified of the names of the aforementioned stewards and alternate stewards who will serve only in the absence of the regular steward.
- C. The stewards, including the Unit President, may investigate and present grievances as outlined in Article 7 of this agreement.

ARTICLE 5 Safety Committee

A District-Wide Safety Committee consisting of six Union members (one from each department: custodial, maintenance/grounds, aides/monitors, transportation, secretaries and-food service) and six members designated by the Employer, shall be created and shall convene at the mutual agreement of the members identified. One member designated by the Employer shall act as Chair of the

Committee and shall therefore be responsible for posting meeting times and communicating Committee actions.

The committee shall convene to review past accidents and recommend steps to mitigate the risk of future accidents occurring. Additionally, the Committee will review reported instances of very unsanitary, hazardous, or dangerous safety or health conditions in the District. Situations brought to the attention of the Committee Chair that present a situation of immediate and serious danger to students, employees, or community members and guests, shall be cause for a meeting to be called at the discretion of the Chair depending on the conditions presented. All other matters shall be addressed by the Committee at the next scheduled meeting time and should be reported to the Committee through the Committee Chair using the appropriate form.

ARTICLE 6 Suspension and Discharge

- A. After completion of a successful probationary period, no employee may be reprimanded, disciplined, suspended or discharged without just cause, due process, and progressive discipline.
- B. The Employer agrees to provide written notification to the Unit President at the time any employee is to be reprimanded, disciplined, suspended or discharged.
- C. The concept of progressive discipline to is correct poor performance or behavior through the use of progressively more serious disciplinary actions. This does not mean that all steps below must be followed in all situations; the initial disciplinary and any subsequent disciplinary actions will be consistent with the alleged offense (s). Steps which may be taken include:
 - 1. Verbal warning
 - 2. Written warning
 - 3. Written reprimand
 - 4. Up to 30 days suspension without pay
 - 5. Discharge
- D. The suspended or discharged employee will be allowed to discuss his suspension or discharge with the Unit President, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the suspension or discharge with the employee and the Unit President.
- E. Should the employee involved and the Unit President consider the suspension or discharge to be improper, a grievance shall be submitted to Step IV of the grievance procedure within five (5) days of the suspension or discharge.
- F. In imposing any suspension or discharge on a current charge, the Employer will not take into account any prior minor infractions, which are unrelated to the nature of the current charge which occurred more than five (5) years previously unless they are part of a continuing pattern of behavior.

ARTICLE 7 Grievance Procedures

- A. A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article: termination of services of, or failure to re-employ any probationary employees; the evaluation of any employees; any matter being processed in another forum.
- B. The term working days as used herein shall mean all days Monday through Friday during the calendar year but excluding holidays specified in Article 19, Section 1.
- C. Procedure

Step 1. A grievant alleging a violation of the express terms of this Agreement shall, within ten (10) working days of its alleged occurrence, discuss the matter with the immediate supervisor and/or the Director of Operations for custodial/maintenance employees, either personally and/or through the steward, in an attempt to resolve the grievance. The grievant or the steward shall declare the discussion a Step 1 hearing to the Director of Operations or the immediate supervisor before the discussion over the alleged violation occurs. A written decision by the Director of Operations or the immediate supervisor must be given within five (5) working days to the grievant and/or the steward, unless further time is needed for investigation.

Step 2. If the matter is not resolved, the steward shall, within five (5) working days after the informal decision is rendered by the supervisor, submit the grievance in written form to an administrator designated by the Superintendent. The written grievance shall be signed by the grievant and should specifically state: what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is required.

Step 3. Within ten (10) working days following the submission of the grievance from Step 2, a meeting with the Unit President, steward, grievant, and the Superintendent or the designated agent will be held to discuss the grievance. The Unit President may meet with the grievant at a place designated by the Employer, on the Employer's property, for a period of one (1) hour immediately preceding the meeting with the Superintendent or the designated agent. The superintendent or the designated agent shall render a decision in writing within fifteen (15) working days following the meeting with the Unit President, transmitting a copy of same to the Unit President, the aggrieved employee, and filing a permanent copy in the records in his office.

Step 4. If satisfactory settlement is not obtained at Step 3, the aggrieved employee and the Unit President shall, within ten (10) working days after the employer's Step 3 answer is due from the Superintendent or the designated agent, notify the Superintendent or the designated agent that the matter is to be submitted to conference. At the time of notification, the Superintendent or the designated agent and an authorized representative of the Union shall agree upon the time and place for holding the aforesaid conference, which shall be scheduled within ten (10) days from notice. A conference shall consist of not more than three (3)

representatives of the Union's choosing and not more than three (3) representatives of the Employer. The subject matter of the conference shall be limited to the written grievance under consideration and the object of the conference shall be an orderly resolution of the grievance. Any agreement reached in this conference shall be put in writing by the Employer and sent out to all participants.

Step 5. In the event that the parties are unable to settle the grievance through the procedures outlined in Steps 1 through 4 above, the Union shall, within thirty (30) working days of the date of the Employer's answer in Step 4 above, refer the matter for determination by an impartial arbitrator by filing a Demand for Arbitration with the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The fees and approved expenses of the arbitrator will be paid by the Union and the Employer equally. The Union and the Employer shall pay their own costs of representation, witnesses, transcripts, etc. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement; nor shall he/she substitute his discretion for that of the Employer; nor shall he/she exercise any responsibility or function of the Employer, such as matters including the tenets of the School Code and the obligations of the public monies controlled by the Employer. Unless the arbitrator has engaged in misconduct or exceeded the scope of his jurisdiction and authority as established by this Agreement, the arbitrator's determination shall be final and binding upon the Employer, the Union, and the employee or employees involved.

- D. Failure to institute a grievance or appeal a decision to the next step at any level within the time limit set forth herein shall be deemed a withdrawal of the grievance, and all further processing of the grievance shall be barred.

Final resolution of any grievance will require the signature of both parties on the last disposition issued by the Employer confirming the Union's agreement with the decision.

- E. Time limits may extend if mutually agreed by both parties in writing.
- F. Should an employee be satisfied with the decision at any level or leave the employ of the Board while the grievance remains unsettled, all further proceedings thereon shall be barred. Claims for back wages shall not be valid for a period of more than thirty (30) calendar days prior to the date the grievance was first filed in writing. This would not prohibit another employee from filing a grievance regarding the same issue in the event an alleged violation should occur.

ARTICLE 8 No Strike Clause

In keeping with the high standards of the relationship which has existed in the past without interruption of the school program, the Employer and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means.

Accordingly, the Union agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage, or support any strike against the Employer by any employee or groups of employees.

ARTICLE 9 Seniority Defined

- A. For the purposes of this agreement there shall be two types seniority: district seniority and district seniority within a classification.

District seniority shall be defined as an employee's length of continuous employment with the Employer, computed from his/her most recent date of hire within the bargaining unit as a regular full-time or regular part-time employee since which he/she has not quit, been discharged, or otherwise lost his/her seniority. No time shall be deducted from an employee's seniority due to absences occasioned by authorized paid leaves of absence, vacations, sick or workers' compensation leaves, periods when school is not in session, or other periods of absence for which the employee received compensation. District seniority within a classification shall be defined as an employee's length of continuous employment with the employer and is used in determining layoff and recall within classifications as laid out in Article 15.

No time shall be deducted from an employee's seniority due to absences occasioned by authorized paid leaves of absence, vacations, sick or workers' compensation leaves, periods when school is not in session, or other periods of absence for which the employee received compensation.

- B. A temporary employee's or substitute employee's seniority will begin upon the date that such employee becomes a regular full-time or regular part-time employee
- C. There shall be no seniority among probationary employees. Effective July 1, 2006 Employees shall be considered probationary employees for one calendar year from the date of hire following their full or part time employment in the bargaining unit. Probationary employees shall be terminable at the will of the Employer based on the evaluation of the employee, the evaluation of the program or financial conditions. If the employee is absent the employee shall make up any days absent to work the requisite days of probationary service. Following successful completion of their probationary period, employees will be placed on the unit-wide seniority list.
- D. Seniority shall not be affected by the age, race, sex, creed, or marital status. If more than one employee has the same seniority date, employees shall be listed based upon the last four digits of the social security number, highest to lowest.
- E. The Employer will provide the Unit President with an up-to-date seniority list at the beginning of each school year by October 1, and at the middle of each school year if requested by the Unit President. The Union shall file any objections to the seniority list within twenty (20) days of delivery to the Union, thereafter; the list shall be final and conclusive.

F. For the purposes of this agreement, classifications shall be defined as:

- Transportation (Bus Drivers)
- Custodial/Grounds
- Custodial III
- Maintenance/Skilled Trade (Bus Mechanic)
- Copy Specialist/Courier
- Secretarial
- Food Service
- Paraprofessionals
- Monitors
- Mechanic Assistant/Fuel Technician

ARTICLE 10 Temporary Employees

Persons employed in the same assignment to specifically handle seasonal needs, special projects or other employment demands of a particular temporary situation are defined as Temporary Employees. In no case will the specific employment of these temporary employees exceed ninety (90) consecutive days in the same assignment, nor will the number of employed exceed the immediate demands of a definitive need except upon mutual agreement between the Employer and the Union.

The Employer may employ students enrolled in the Owosso Public Schools as part of the Co-Operative Education Program to work with bargaining unit members.

This Article shall not apply to secretaries, and aides.

ARTICLE 11 Loss of Seniority

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

1. they quit;
2. they are discharged and the discharge is not reversed;
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, conditions, and requirements established for an authorized leave of absence;
6. they are laid off for a period in excess of one (1) calendar year.

ARTICLE 12 Working Hours

- A. It is expressly understood that the Employer reserves the right to establish and change shifts and working hours. The Board may also reduce work hours of some or all employees rather than reduce the number of employees.
- B. The District and OESPA agree to reduce the number of compensated days for all employees covered by this agreement as reflected for each group in Appendix C. When school is not in session, unless a specific facility is being utilized during hours other than the first shift, all custodial/maintenance employees shall normally be assigned and work on the first shift Monday through Friday (7:00 a.m. to 3:30 p.m.). In the event the District determines the need to have employees work something other than the first shift, the Employer may require the needed number of least senior employees, with the qualifications in the school building, to work hours other than on the first shift.
- C. The hours of maintenance employees during normal periods of time when school is not in session shall be from 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour unpaid lunch period. During normal periods that school is in session, the maintenance and custodial, skilled trades employees work hours shall be the following, including one-half (1/2) hour unpaid lunch period.
1. First Shift: 7:00 a.m. to 3:30 p.m.
 2. Second Shift: Working hours generally will end no later than midnight (12:00 a.m.)
- During periods of inclement weather when extra time is required, maintenance and custodial employees may voluntarily choose not to work their entire regular shift, when approved by their supervisor. Such regular shift hours not worked will not be paid.
- D. All employees are expected to be at their regularly assigned building at their scheduled starting time. The Employer may change the regular starting time of daytime and/or evening custodians, skilled trades or maintenance personnel by scheduling their arrival up to two (2) hours earlier or up to two (2) hours later than ordinary for the purpose of providing appropriate coverage for any public election or other reasons as deemed necessary.
- E. Any reference to a work “day” shall be defined as an employee’s regular default hours. The regular full workday shall consist of at least eight (8) hours per day. Unless otherwise provided, the workweek will be Monday through Friday.
- F. Full-time employees may take one (1) fifteen (15) minute break in the first half and the second half of their regular shift. Where practicable, breaks will be scheduled midway in each half shift. Breaks will be taken at the respective job location. All lunch periods will be unpaid.
- G. Changes or anticipated changes in established shifts and working hours for more than five working days shall be a proper subject for a special conference upon request of the Employer and/or the Union.

- H. Employees will be paid for approved hours worked, as shown on the biweekly time sheets, in accordance with the appropriate hourly rate scale with the exception of those employees electing compensation in the form of compensatory time.
- I. Support staff will receive their paychecks every other Friday or the day before a recessed break is scheduled to take place. If such a recessed break interferes with the regular pay schedule, the paycheck will be dated and received and negotiable on the date issued. For pay periods scheduled during winter and spring breaks, the paycheck will be issued and negotiable in the normally scheduled pay day. When school is closed because of inclement weather, employees may report to the administration building for the purpose of picking up their paycheck.

ARTICLE 13 Job Vacancies

- A. Job vacancies the Board or its designee has determined to fill shall be posted within ten (10) work days of the vacancy and filled on the basis of the most qualified applicant as determined by the Employer. Current employees shall be given first consideration before outside applicants. Job vacancies shall be posted for a period of five (5) work days on the Union bulletin board in each building and/or on the Owosso Public Schools web site.
- B. Job vacancy postings shall include the building where the vacancy exists and the job qualifications. The job description for the position will be available from the Human Resources Department. Job awards shall be made and posted not more than ten (10) workdays after the posting period. The most senior qualified applicant who meets all of the job requirements, including the essential duties and responsibilities, shall be granted a thirty (30) workday trial period to demonstrate his/her ability to perform the duties. However, the trial period for secretarial, aides and monitors will be granted to the conclusion of the existing school year or until it has been determined that the applicant is not qualified or is unsatisfactory in the new position, he/she shall be returned to his/her former position. During the trial period, the employee's previous position may be filled by a substitute employee. The employer may assign twenty (20) additional workdays to the trial period for written reasons to the employee with a copy to the Unit President. If during the trial period it is determined that the applicant is not qualified or is unsatisfactory in the new position, he/she shall be returned to his former position. Written notice and reasons for the return of the employee to his former position shall be submitted to the Union and the Employee by the Employer. The matter shall not be subject to the grievance procedure.
- C. During the trial period, the employee shall receive the rate of pay for the job he/she is performing at the greater of their current hourly rate or the first step of the pay scale for such job and shall have the opportunity to return to his former position if he/she so desires. In no event shall the employee receive an hourly wage greater than the top step for the job he/she is performing. During the trial period, the employer may fill the vacated position at its discretion with a substitute or temporary transfer.
- D. A vacancy created through a transfer of an employee, in compliance with the above provisions, shall be deemed temporary in nature and shall be filled at the discretion of the Employer.

- E. An employee shall remain in position at least three (3) months before becoming eligible to apply for a transfer except by mutual consent of the Employer and Union. However, this shall not preclude eligibility to apply for a promotion.
- F. Any qualified employee may apply for vacant positions. However, employees will not have a contractual right to the vacant position and any such denial to a position shall not be proper subject of the grievance procedure. The starting and ending times listed in the posted position may be altered in consultation with the union and administration after the position has been awarded.
- G. The employer shall transmit a copy of all persons bidding on bargaining unit vacancies to the Unit President.

ARTICLE 14 Transfers

- A. If any bargaining unit employee transfers to a position within the District but not included in the bargaining unit and thereafter transfers back to a position within the bargaining unit, the employee's seniority shall be frozen while working in the position not included in the bargaining unit.
- B. Employees required by directive for assignment to a higher rate job for twenty (20) consecutive hours or more during a one (1) work week period (Sunday - Saturday) shall receive the higher rate of pay for all hours worked in that job.
- C. Employees may change work assignments within that classification, upon approval of the Union and the Employer. This shall not apply to vacancies outlined in Article 13, Job Vacancies.
- D. **TEMPORARY TRANSFERS**

Whenever it is known that a position will be temporarily vacant for more than sixty (60) workdays, temporary transfers may be granted on the basis of seniority and in the building provided that the more senior employee has the ability to perform the duties required of the position on that shift. However, the Board or its designee reserves the right to deny a temporary transfer request for documented good reasons to the Unit President and employee.

- 1. Temporary vacancies shall not be subject to the posting requirements in Article 13, Job Vacancies and, shall be filled at the discretion of the Employer. By way of illustration, temporary vacancies are vacancies created through illness, leave of absence, vacation, and personal leaves.
- E. This Article does not apply to temporary employees. See Article 10.

ARTICLE 15 Layoff and Recall

It is within the sole discretion of the Employer to eliminate positions and/or reduce the work force.

Layoff and recall will be as follows:

A. Layoff Procedure

1. In the event of a layoff or reduction in a classification, all non-seniority employees within a classification will be laid off first provided a more senior employee is qualified and capable to perform the remaining duties.
2. If further reduction of personnel is necessary, then those with the least district seniority within the classification to be reduced are to be laid off first provided an employee with more district seniority within the classification is qualified and capable to perform the duties of the remaining positions.
3. The more senior employee must be qualified in all respects to perform the duties of the less senior or lower-rated employee being laid off. Where the senior employee lacks the qualifications and/or ability to fill the remaining position, the more senior employee shall be laid off and the less senior employee continue in employment.
4. An employee subject to layoff may bump pursuant to these provisions shall have the right to displace employees within their classification provided:
 - a. the Employee exercising bumping rights has more district seniority than all others in that classification; and
 - b. the hours of the new position is equal to or lower number of hours and pay previously worked ; and
 - c. he/she must possess the necessary qualifications and ability to perform the work of the employee he/she is displacing; and
5. Employees laid off for an indefinite period of time will be provided at least ten (10) working days' notice of layoff. The local union President shall receive a list from the Employer of the employees being laid off on the same date the notices of layoff are issued to the employees.
6. While laid off Employees shall not receive wages, insurance, and other benefits per this Agreement.
7. A part-year employee who receives unemployment compensation benefits in the summer, and who is recalled before September 20 of that year, shall have his/her compensation adjusted by an amount equal to the unemployment compensation received minus any payments made by the employee to cover insurance costs for that time on unemployment.

B. Recall Procedure

Recall of employees will be in the inverse order of layoff within their classification and based on full or part-time status, i.e., laid off full-time and part-time employees

with the greatest District seniority working within the classification shall be recalled first provided the recalled employee is qualified for the position, followed by the next most senior qualified full-time or part-time employee, etc. If a senior employee lacks the qualifications and ability to fill the available position, he/she shall be by passed and a lower seniority employee with the qualifications and ability shall be offered the position.

2. No new employee shall be hired in a classification while employees who have recall rights are laid off in that classification unless there are no laid off employees with the necessary qualifications and ability to perform the duties of the vacant position. If all laid off employees within the classifications have been recalled, then the employee with the most district wide seniority and the requisite degree of ability and qualifications shall be given the opportunity to apply for the open position prior to filling it from outside the bargaining unit.
3. Notice of recall shall be sent to the employee at his/her last known address by certified mail, return receipt requested. The recall notice shall state the time and date on which the employee is to report back to work. The employee shall keep the Employer notified as to his/her current mailing address. The employee shall notify the Employer of his/her intent to return on the date specified in the notice within seventy-two (72) hours of receiving the notice. If an employee fails to report to work within ten (10) days of the date of mailing of Notice of Recall or fails to notify the Employer of his/her intent to return within seventy-two (72) hours of receipt of the notice, he/she shall be considered a quit. In proper cases, exceptions may be made. The Employer may fill the position on a temporary basis until the recalled employee can report for work.
4. Bargaining unit members on layoff shall accrue seniority up to a maximum period of one (1) year during the period of such layoff. However, upon recall, all paid leave days, including vacation days for the current year, will be prorated based upon the time worked during the fiscal year.
5. Acceptance or refusal of recall to a position lower in pay and/or benefits, than the position which the employee was laid off shall not affect his/her right to recall to an equivalent position for the period of recall.

ARTICLE 16 Leave of Absence

A. Sick Leave

1. Full-time and part-time employees working in one position and/or assignment (hours are not to be combined in more than one position and/or assignment for the purpose of being eligible for sick leave) four (4) or more hours per day or twenty (20) or more hours per week will be granted sick leave with pay on the following schedule:
 - a. Regular school year through forty-one (41) week employees ten (10) days per year.

- b. Forty-two (42) through forty-seven (47) week employees will receive eleven (11) days per year.
 - c. Forty-eight (48) through fifty-two (52) week employees will receive twelve (12) days per year.
- 2. Sick leave shall accrue at the appropriate rate of one (1) day per month for employment.
- 3. Unused sick leave may be accumulated to a total of one hundred twenty (120) days. Sick leave days accumulated in excess of 120 day prior to July 1, 1993, shall be frozen and may only be utilized in case of serious disability or illness of the employee.
- 4. Prior unused sick leave days will be accumulated as of June 30 each year.
- 5. An employee on paid sick leave with the use of accrued sick leave days shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. Payment of wages during sick leave days shall be based on the employee's regular hourly wage and regularly scheduled working hours.
- 6. The employee shall give the Employer as much advance notice as possible, but not less than a minimum of one (1) hour's notice by telephone when he/she is unable to perform his work because of illness. Those employees who report for work after noon shall call in at least two (2) hours before their scheduled reporting time. Emergency situations which prevent the employee from providing adequate notice shall be exempted, in which case the employee shall call in as soon as physically possible. A telephone number will be posted on employee bulleting boards for reference and used by the employee in calling the Employer in event of illness.
- 7. Sick leave days shall be used for personal illness or emergency as follows:
 - a. Up to ten (10) days of sick leave per year (July 1 to June 30) may be used for serious family illness. Family shall be defined as father, mother, spouse, child, or dependent of the immediate household. Sick leave for brothers and sisters shall be limited to serious health conditions and documentation may be required.
 - b. After three (3) consecutive days of absence due to illness, injury, or disability, an employee may be required to furnish a physician's statement. After seven (7) consecutive days of illness the employer may require a physician's statement as to the employee's ability to return to work.
 - c. In all cases, including maternity cases, the employee must return to work as soon as the physician provides a statement that the employee is fully capable of performing his/her normal work assignment.

8. The Board of Education reserves the right to verify use of sick leave benefits and absences. Where suspected abuse exists, the Board of Education reserves the right to demand a doctor's certificate.
9. Sick leave is not applicable during vacation or holidays.
10. Sick leave time may not be taken in units smaller than one (1) hour increments for each occasion except for regularly employed bus drivers where the unit will be based upon the time of an established individual schedule route rather than the one (1) hour increment.
11. Upon termination of employment, all sick leave accumulation benefits cease.
12. As an incentive to reduce absences, employees may be paid for unused current year sick leave days as follows:
 - a. Employees that use three (3) or less sick leave days in a school fiscal year will be paid twenty-five (\$25) per unused current sick leave day.
 - b. Employees that use more than three (3) but not more than six (6) leave days in a school fiscal year will be paid twelve dollars and fifty cents (\$12.50) per unused current year sick leave day.
 - c. Unused sick leave will continue to accumulate to a maximum of 120 days. Once an employee reaches the maximum of 120 days the above payments for current year unused sick leave days provided in a. and b. above will double for only those days that would be in excess of 120.
 - d. Part days will be prorated for payment purposes.
 - e. These incentive payments will be calculated as of June 30 each year and paid on or before the next December 1. New employees will be prorated during the first year of employment based upon their individual work schedule.
 - f. Secretaries, and aides shall not be eligible for this incentive.

B. Personal leave days

Full-time and part-time employees working in one position and/or assignment four (4) or more hours per day or twenty (20) or more hours per week will be granted two (2) normal working days of paid personal leave days. Hours are not to be combined in more than one position and/or assignment for the purpose of being eligible for personal leave. Personal leave days during the first year will be prorated through June 30th. Personal leave days will be granted July 1st of each year thereafter.

1. Two (2) normal working days of paid, personal leave days when approved by the Superintendent of Schools or his/her designee, will be granted to transact business that cannot be transacted at another time outside of their work hours and provided that it requires the presence of the employee. The employee may be required to

substantiate that the business is necessary and that it cannot be transacted outside the employee's working hours. Personal leave days taken for appointments or business dealing may be taken in four (4) hour increments or more for each occasion except for regularly employed bus drivers where the unit will be based on time of the established individual scheduled route rather than the four (4) hour increments. Personal leave may be deducted in one (1) hour increments when deemed appropriate by the supervisor.

2. An employee requesting a personal leave day shall file a notice of his/her intent to take such day with the appropriate supervisor at least three (3) days prior to the date of such leave unless impossible to do so or in case of emergency. Such notice shall include a statement of the general nature of such request.
3. Personal leave days will not be used for :
 - a. first or last week of each semester and the day before or the day following a holiday or vacation;
 - b. other employment
4. Personal leave days will be based upon the actual normal workday of each employee as assigned. A normal workday is defined as the usual number of hours worked per day.
5. At the discretion of the Superintendent, personal leave days may be cancelled if the number of requests for any one (1) day jeopardize the orderly conduct of the building(s) and or/ transportation operations.
6. Both unused personal leave days will be added to the succeeding year's sick leave.

C. Bereavement Leave

Five (5) paid leave days per year, may be used in the event of a death in the immediate family of the employee or of the spouse. The immediate family is defined in paragraph A.7(a) above. Bereavement days may be used in the event of a death of the grandparent of the employee. Non-paid days may be granted by the Superintendent, if requested by the employee.

D. Leaves for Union Business

Union business days shall be set at nine (9) total paid days per year. Any additional days will be non-paid and worked out between the union and administration. No more than six (6) members of the Union selected to attend a state or national convention and conferences shall be allowed time off. Leave to attend such conventions and conferences shall be without pay. The Union Chapter Chairperson shall transmit written authorization to the Board through the appropriate supervisor not less than two (2) weeks prior to the expected date of leave as the precondition which must be met to establish entitlement for the leave. The Union shall reimburse the employer for retirement cost for Union leave days.

E. Non-Paid Leave

1. An unpaid leave due to personal illness or serious health condition that extends beyond ten (10) days or after the exhaustion of paid leave, whichever is greater, may be granted up to a maximum of one (1) year. Such an unpaid leave must be granted by the Board or the Board's designee and accompanied by a physician's statement certifying the inability of the employee to perform his/her normal work assignment.
2. Military leaves of absence shall be granted without pay or paid fringe benefits to any employee who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States if required by law.
3. A seniority employee elected to public office may upon a written request receive a temporary leave of absence, without pay or fringe benefits, for a minimum period of sixty (60) days and a maximum period of one (1) year, renewable at the discretion of the Board. Upon expiration of such leave, employees shall be re-employed with accumulated seniority provided they meet all employment requirements.
4. An unpaid leave for personal recreation or family commitments may be granted at the discretion of the District.
5. Employees, while on leaves as provided by this article, shall accumulate seniority and shall be entitled to return to their previous job and position, provided said return occurs within a six (6) month period of time from the commencement of the leave and the position is vacant. Extension of the non-paid leave may be granted at the sole discretion of the Board of Education up to a maximum period of one (1) year. Employees returning after a period of six (6) months shall be entitled to return to their previous classification and grade, however, not necessarily to their previous job and position.

F. Family and Medical Leave Act (TO REFLECT THE LAW)

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve (12) month period is entitled to twelve work weeks of leave during any twelve (12) month period without pay but with group health insurance coverage maintained for one or more of the following reasons as defined by the Family and Medical Leave Act of 1993, as amended (FMLA):

1. due to the birth of the employee's child in order to care for the child;
2. due to the placement of a child with the employee for adoption or foster care;
3. to care for the employee's spouse, child, or parent who has a serious health condition;
or
4. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

5. Because of “any qualifying exigency” (as defined by the Secretary of Labor) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.
6. In order to care for the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period.

The 12-month period is defined as the 12-month period measured forward from the date the staff member’s first FMLA leave begins (i.e., the “leave year” is specified to each individual staff member),

A “serious health condition” is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE 17 Union Bulletin Boards

- A. The Employer will provide bulletin boards in each building which may be used by the Union for posting:
 1. notices of recreational and social events
 2. notice of election;
 3. notice of results of elections;
 4. notice of meeting.
- B. Other types of Union notices must be forwarded to the Employer for approval prior to posting.

ARTICLE 18 Jury Duty

An employee may be absent when called for jury duty or for a court appearance in which the employee subpoenaed as a witness in any case connected with the employee’s employment or the school. The Board agrees to pay the difference between the employee’s per diem rate and the remuneration received because of such appearance except when subpoenaed by the Union in any action against the school district.

ARTICLE 19 Holidays

A. All permanent custodial/maintenance and secretarial employees working fifty-two (52) weeks each year will be granted the following holiday periods when they occur during the employee's scheduled work period:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Friday following Thanksgiving
5. day preceding Christmas
6. Christmas Day
7. day preceding New Year's Day
8. New Year's Day
9. Memorial Day

When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled workday within the week in which that holiday falls. When any of the above enumerated holidays fall on Sunday and the day following is observed as the holiday by the state or federal government, the day of observance shall be considered as the holiday under the provisions of this holiday pay section.

B. Employees working less than fifty-two (52) weeks each year will be paid for the following holidays when they occur during the employee's scheduled work period.

1. New Year's Day
2. Thanksgiving Day
3. Christmas Day and
4. Memorial Day
5. Day after Thanksgiving

C. A paid holiday will be based on the actual normal workday of each employee as assigned. A normal day is equal to the number of hours worked per day.

- D. To be eligible for holiday pay, the employee must have worked the last scheduled workday prior to the holiday and the first scheduled workday following the holiday. Illness on either the last scheduled workday or the first scheduled workday following the holiday shall not abrogate an employee's entitlement to holiday pay; provided, that such employee who is absent on either or both such days presents the Employer, immediately upon his return to duty, with a doctor's certificate, verifying such illness for the period in question. The lack of a physician's statement may subject the employee to disciplinary action.
- E. By way of illustration and not by way of limitation, employees shall not receive holiday pay for holidays which occur during a period in which such employee is on layoff, or on an unpaid leave of absence.

ARTICLE 20 VACATIONS

- A. Employees working eight (8) hours a day, fifty-two (52) weeks each year shall receive the following paid vacation days:
1. Completion of first six months of full time, full year employment, five (5) days.
 2. On the July 1st, following the six month date of hire, vacation will be granted one day for each full month worked between the six (6) month anniversary date of hire as full time, full year employee and June 30th, up to a maximum of ten (10) days in a calendar year (July 1 - June 30).

For Example:

If employee is hired October 15, 2005

April 15, 2006 (six months from date of hire) - Employee is granted five days of vacation.

July 1, 2006 - Employee is granted 2 days of vacation.

July 1, 2007 - Employee is granted ten (10) days of vacation.

If employee is hired February 28, 2005

August 28, 2005 (six months from date of hire) - Employee is granted five days of vacation.

July 1, 2006 - Employee is granted 8 days of vacation.

July 1, 2007 - Employee is granted 10 days of vacation.

If employee is hired May 5, 2005

November 5, 2005 (six months from date of hire) - Employee is granted five days of vacation.

July 1, 2006 - Employee is granted 6 days of vacation.

July 1, 2007 - Employee is granted 10 days of vacation.

3. Upon completion of each full year of service, thereafter July 1 to June 30, ten (10)

vacation days will be granted.

- B. Additional vacation will be granted as follows:
1. After six (6) full years as a full year employee, eleven (11) days
 2. After seven (7) full years as a full year employee, twelve (12) days
 3. After eight (8) full years as a full year employee, thirteen (13) days
 4. After nine (9) full years as a full year employee, fourteen (14) days
 5. After ten (10) full consecutive years of service as a full year employee, fifteen (15) days paid vacation in years eleven (11) through fifteen (15).
 6. After fifteen (15) full years of consecutive years of service as a full year employee, twenty (20) days paid vacation after sixteen (16) years
- C. Employees may elect to accrue up to 80 hours in compensatory time per year in lieu of receiving overtime monetary compensation with prior approval of the superintendent. For each one hour of overtime worked that would otherwise be paid at 1.5 times the hourly rate, 1.5 hours can be banked and used as vacation. All banked hours must be used by June 30th of each year, or they will be paid-out at the regular hourly rate for each unused hour in compensatory time.
- D. An employee requesting vacation time shall file, whenever possible, a notice of his/her intent to take such time with the appropriate supervisor at least seven (7) days prior to the date on which the vacation is to begin (except in case of emergency), and shall obtain approval before beginning the requested vacation. At the discretion of the appropriate supervisor, vacation requests may be denied if the number of requests for any one day jeopardizes the orderly conduct of the building(s) or operations.
- E. No vacation days will be authorized during the five (5) working days prior to the first (1st) day teachers report for the opening of school nor the five (5) working days following and including the first (1st) day teachers report for the opening of school in the fall.
- F. Vacations are provided for the rest and relaxation of personnel; therefore, no vacation pay will be allowed unless vacation time is taken. Exceptions to this regulation must have the approval of the Superintendents of Schools, based on the recommendation of the appropriate supervisor.
- G. No employee may carry over more than fifteen (15) vacation days from the prior year.

ARTICLE 21 Insurance and Retirement

A. Insurance – (ANY ILLUSTRATIVE EMPLOYEE CONTRIBUTIONS MAY BE IMPACTED BY TIMING OF THE POTENTIAL IMPLEMENTATION OF ANY NEW INSURANCE FOR THE 2012-2013 SCHOOL YEAR.)

1. The Employer agrees to contribute toward an insurance package equivalent to MESSA Choices II WITH A \$10/\$20 RX, \$200/\$400 deductible and \$10 office visit on behalf of each full-time, full year custodial/maintenance and secretarial employee working a regular schedule of at least eight (8) or more hours each day, for a minimum of forty (40) hours per week, 52 weeks per year. The Employee shall contribute an amount equivalent to 20% of the MESSA illustrative PAK Rate as listed below plus the difference between the illustrative Pak rate and quoted MESSA Choices II Non-Pak rate. Contribution for health will be as follows:

Full Time Employee Coverage	MESSA Illustrative Pak Rate	20% Employee Contribution	MESSA Choices II Non-Pak Rate	Plus Difference	Total Employee Monthly Contribution
Full Family	\$1,319.11	\$263.82	\$1,346.00	\$26.89	\$290.71
Two Person	\$1,187.35	\$237.47	\$1,211.55	\$24.20	\$261.67
Single	\$528.54	\$105.71	\$539.30	\$10.76	\$116.47

Employees (excluding bus drivers) working a regular schedule as defined above, except that they are regularly scheduled to work less than 52 weeks per year, shall receive the above noted monthly benefit for only those months they are regularly scheduled to work more than two weeks of the month. The costs of such insurance not covered by the employer shall be processed as a payroll deduction as noted above.

2. Payment of insurance premiums of the Board of Education will commence on the first day of the month following employment and will cease the last day of the month in which termination of employment occurs.
3. Part-time employees working less than four (4) hours per day or twenty (20) hours per week and employees whose primary source of employment is with another employer are not covered.
4. Employees working a regular shift in one position and/or assignment of at least four (4) hours each day and up to eight (8) hours each day for a minimum of twenty (20) hours each week (excluding bus drivers), shall have one-half (1/2) of the monthly health insurance premium paid by the Employer, less the 20% employee contribution as required in section (A)(1) (see estimated example below for monthly calculation), plus the difference between the illustrative Pak Rate and the quoted MESSA Choices

II Non-Pak which is paid for full-time employees provided the employee authorizes payroll deduction for the remainder of the premium cost for coverage for the appropriate Board approved carrier. Hours are not to be combined in more than one position and/or assignment for the purpose of being eligible for one-half (1/2) of the health insurance benefit in this paragraph.

EXAMPLE CALCULATION FOR PART TIME CONTRIBUTION :

FULL FAMILY RATE: \$1,319.11 x 80% = \$1,055.29/MO

HALF TIME BENEFIT \$1,055.29/ = \$527.65/MO

PLUS 20% CONTRIBUTION \$1,319.11 x 20% = \$263.82/MO

TOTAL EMPLOYEE CONTRIBUTION \$791.47/MO

Part Time Employee Coverage	MESSA Illustrative Pak Rate	Part Time Employee Monthly Contribution	MESSA Choices II Non-Pak Rate	Plus Difference	Total Employee Monthly Contribution
Full Family	\$1,319.11	\$791.47	\$1,346.00	\$26.89	\$818.36
Two Person	\$1,187.35	\$712.41	\$1,211.55	\$24.20	\$736.61
Single	\$528.54	\$317.12	\$539.30	\$10.76	\$327.88

5. Each employee must provide assurance that he/she is not covered by other generally equivalent hospitalization insurance protection through a spouse or other employer. Failure to do so will result in appropriate disciplinary action. There shall be no double coverage
6. The Board shall make payment of insurance premiums for each employee as required in section (A)(1) above to provide insurance coverage for the full twelve (12) month period. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assured uninterrupted participation on coverage.
7. Employees not covered by the employer's insurance may purchase health insurance through the district's group insurance plan if permitted by the carrier.

B. Optional Alternate Insurance Plans

Employees not requiring health care protection (excluding bus drivers) may apply \$75 per month toward the purchase of approved benefits contained in the IRS Section 125 Fringe Benefits Plan. Employees working in one position and/or assignment four (4) hours each day and up to eight (8) hours each day for a minimum of twenty (20) hours per week (excluding bus drivers) shall receive one-half (1/2) the benefits included in this paragraph. Hours are not to be combined in more than one position and/or assignment for the purpose of being eligible for one-half the benefits included in this paragraph.

C. Loss of Time Plan

Each full-time employee shall receive loss of time benefits through a carrier selected by the Board of Education equal to sixty percent (60%) of the employee's weekly pay (less appropriate offsets) for a period of one (1) year.

D. Dental Insurance

Each full-time employee shall receive dental benefits through a plan, program, or insurance policy selected by the Board of Education, equal to eighty percent (80%) of the basic and major services subject to the plan, program, or policy definitions. Part-time employees may purchase dental insurance through the district provided policy subject to the provisions of the carrier at the group rate.

E. Life Insurance

1. Each full-time employee, shall receive term life insurance through a carrier selected by the Board of Education, equal to twenty-five thousand dollars (\$25,000) coverage for each employee.
2. Employees working four (4) hours each day and up to eight (8) hours each day for a minimum of twenty (20) hours per week, including bus drivers, shall receive one-half of the life insurance coverage.
3. Part-time employees working less than four (4) hours per day or twenty (20) hours per week and employees whose primary source of employment is with another employer are not covered by life insurance.

F. Vision Insurance

Each full-time employee shall receive vision benefits, selected by the Board of Education subject to the plan, program, or policy definitions.

All Bus Drivers and Food Service Workers who work four (4) or more hours per day and up to eight (8) hours per day, will be provided one half (1/2) the above vision benefits.

Other employees may purchase vision insurance through the district provided policy subject to the provisions of the carrier at the group rate.

G. Retirement

The Employer will comply with all applicable laws requiring contribution to the Michigan Public Schools Employees Retirement System on all reportable compensation earned by an employee, but will not be required to make any contribution to the M.I.P. program.

- H. The Employer will make available to each new hire the information and applicable forms for all insurance coverage provided through the Employer. In order to be enrolled in the insurance plan(s), the employee must submit the application for coverage to the Employer. It will be the responsibility of the employee to notify the Employer of any change in their dependent status. Eligibility for insurance benefits will be determined by the current policy, plan, or program.

- I. In the event that an employee, absent because of illness, injury, or disability has exhausted sick leave accrual, payment for the above mentioned insurance premiums shall be continued by the Owosso Board of Education as required under the FMLA Provision. Such employees must then assume the personal responsibility for premium payments if they desire to keep the insurance plans in force.
- J. Should the Employer become obligated by state or federal law to contribute to or participate in a governmentally sponsored insurance program, the insuring provisions of this Agreement shall be considered inoperative on the effective date of such legislation, and the parties will meet for negotiations over the impact of such changes. Nothing in this Agreement shall be interpreted or applied to require the Employer to maintain any premium payments for insurance program(s) on behalf of their employees or their dependents if the insurance program(s) have been replaced or superseded by federal or state statute or regulation or where the Employer would incur any tax penalty or reduced appropriation by virtue of continued participation in contractually designated insurance program(s).
- K. Full-time employees, as set forth in this article, shall mean employees regularly scheduled to work eight (8) hours per day.

ARTICLE 22 Overtime/Additional Hours

- A. Time and one-half (1.5) for overtime will be computed after forty (40) hours of actual work in a given week. School bus drivers' overtime rate of time and one-half (1.5) will be computed after forty (40) hours of actual work in a given week. Paid leave time including holidays will not count toward the forty (40) hours. All overtime or additional hours must be authorized by an appropriate supervisor. The employer may, in its discretion, determine whether to authorize overtime to perform work; to use a substitute, part-time or temporary employee to perform the work; or not to have the work done.
- B. Equalization of Overtime and Additional Hours
 - 1. Employees who want any overtime or additional hours of work during the year shall sign up at the beginning of each school year. Those employees will be placed on a list by classification and building.
 - 2. Overtime and additional hours which are authorized shall be divided equally among those employees on each list within the same classification and building. The Employer will keep an up-to-date list posted on the Union bulletin board of the overtime and additional hours worked or charged to each employee. Employees who refuse overtime (3) times will be removed from the overtime list for the remainder of the year.
 - 3. Whenever overtime or additional hours are authorized, the employee on the list with the least number of overtime or additional hours in the classification and building will be called first and so on down the list, in an attempt to equalize the overtime or

additional hours among the employee on the list. Employees, when requested to work overtime or additional hours, will be advised as to the number of hours worked.

4. In the event there are not sufficient employees to work the overtime or additional hours from the building, the Employer will then go to the employee on the list in other buildings within the classification having the least amount of overtime or additional hours.
 5. For the purpose of this section, when an employee is on an approved leave of absence, he/she will be charged the average number of overtime or additional hours of the employees working during the overtime or additional hours period. The district shall not be required to request such employees to work overtime or additional hours.
 6. If an employee does not accept overtime or additional hours of work, he/she will be charged with the overtime or additional hours of work for purposes of equalization of overtime or additional hours, and the overtime or additional hours will be assigned to another employee.
 7. Employees not signing up for overtime or additional hours of work at the beginning of a school year may elect to be added to the list once during that year. Those employees, as well as new employees and employees who change classification or buildings, will be charged with the highest number of overtime or additional work hours in the classification and/or building.
 8. Eligibility for any additional hours will require that the employee's ordinary working hours are not in conflict and that the assignment of such will not result in overtime hours. Additional hours will not be split between employees and will necessitate authorization by the supervisor.
 9. Provided that an imbalance in the assignment of overtime or additional hours exists, the person who is behind will be provided the next opportunity to make up any imbalance in overtime or additional hours. Further, at no time will the employer be required to pay for overtime or additional hours not worked due to the failure to balance overtime or additional hours. The Unit President will report monthly to the Superintendent or his designee all problems resulting from the implementation of this Article.
- C. Employees may elect to accrue compensatory time per year in lieu of receiving overtime monetary compensation with prior approval of the supervisor. For each one hour of overtime worked that would otherwise be paid at 1.5 times the hourly rate, 1.5 hours can be banked and used as vacation. All banked hours must be used by June 30th of each year, or they will be paid-out at the regular hourly rate the first scheduled pay date in September for each unused hour in compensatory time up to a maximum of 80 hours.

ARTICLE 23 Worker's Compensation

- A. It is the employee's responsibility to immediately report any injury to his appropriate supervisor. Any work related disability or injury shall be covered exclusively by Worker's compensation. Compensation for work-related injuries covered by workers' compensation shall be governed by the terms of the workers' compensation policy in effect. All lost time as a result of an injury covered by applicable workers' compensation will be considered as time worked for seniority purposes.
- B. The Board shall have the right to require reasonable proof that the injury is of a nature so as to necessitate the employee's absence from work, and the employee will be required to establish proof of injury as provided by workers' compensation.

ARTICLE 24 Miscellaneous Provisions

- A. 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. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each party to this Agreement voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with the respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement constitutes the sole and entire existing Agreement between the parties with 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 subjects not herein covered have been satisfactorily adjusted, compromised, or waived by all 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's rights without prior negotiations during the life of this Agreement.
- C. If any provisions of this Agreement or any application of this Agreement to any employee shall be found contrary to law, then such conflicting provision or application shall be deemed null and void but only to the extent necessary to comply with the law. All other provisions or applications shall continue in full force and effect. After consultation with employee

representatives of the Union, the Board shall have the right to take whatever steps are legally required in order to comply with the Americans with Disabilities Act (ADA).

- D. Pursuant to the provisions of P.A. 379, it is agreed that neither party shall have any control over the selection of the negotiation or grievance representatives of the other party and each party may select its representatives from within or outside the school district.
- E. The Employer, upon request, agrees to furnish to the Unit President a copy of the most recent audited financial statements, the district's adopted budgets, and prior grievances and dispositions.
- F. The Employer agrees to allow the Union to use an Employer designated facility consistent with building use rules for not to exceed four (4) half days per contract year for general membership meetings provided a written request is received within 48 hours of the desired date by the Superintendent, a facility is available, Union opens and closes the facility and maintains security, and the Union cleans the area used.
- G. Mileage incurred using personal vehicles must be pre-approved by supervisory personnel and will be reimbursed at the Board approved rate and in accordance with associated Administrative Rules in effect at the time the mileage is approved and incurred.
- H. The Unit-President will be included on the distribution list for Personnel Action Forms for all Bargaining Unit Members.
- I. Employees may be evaluated annually by the building administrator/supervisor only. A copy of the evaluations will be given to administration.
- J. Employees may be required to sign in upon their arrival at the beginning of their shift and sign out any time they leave the building and/or at the end of their shift at the discretion of management.
- K. Both parties, recognizing the value and necessity of video surveillance to protect the safety and well-being of our students and staff, support the use of video monitoring of the entrances and other vital and deemed necessary areas of the school buildings. It shall not be the intent of the Administration to utilize said electronic surveillance to substantiate or document in any way, the performance of professional responsibilities or the behavior of bargaining unit members for disciplinary purposes.
- L. Two (2) professional development days may be provided for staff. Compensation will be based on the number of hours of professional development the employee attends.

ARTICLE 25 Bus Driver Provisions

A. Job Posting and Bidding

- 1. All regular runs and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions shall be filled on the basis of seniority. Vacancies will be

posted for a period of five (5) working days, when school is in session, setting forth the minimum requirements for the run. Employees interested shall apply in writing within the five (5) day posting period. The senior employee applying for the run who meets the minimum requirements shall be granted a trial period of ten (10) successive working days to determine:

- a. their desire to remain on the job;
 - b. their ability to perform the job.
2. The job shall be awarded or denied within twenty (20) working days after posting. The Employer shall furnish the Union with a copy of the list of names and of those employees who applied for the job and notify the Union of the employee who was awarded the job.
 3. During the ten (10) day trial period, the employee shall have the opportunity to revert back to his/her former run.
 4. All routes that are posted for bid shall include a reasonable, approximate time needed to drive the route.
 5. The driver assigned to the vacated route through bidding shall use the bus that was previously used on that route.
 6. The Employer shall establish the route and the bus used on the route for each run. The starting time shall be determined by the route, seasons of the year in which it is run, and the length of the day shall be the time it takes to safely make the entire route.

The assignment of runs shall be made on the basis of bidding by seniority and qualifications, on an annual basis to be done at a meeting prior to the beginning of the school year to be determined by the transportation supervisor. The assignment of runs made on this basis shall include alternate kindergarten driver-assignments. Thereafter and throughout the year, vacancies will be filled according to the procedures stated in paragraph A, job posting and bidding procedures above.

7. At the end of the settling down time, or by the sixth (6th) Friday following the opening of school routes that are longer will be assigned to the highest seniority drivers.
8. When a regular driver bids on a vacant route and acquires that route according to the established procedures, then his/her former route becomes vacant and shall be posted for bid.
9. If a run is reduced during the school year by more than thirty (30) minutes a day, the driver assigned to said run shall be notified in writing and will be allowed to retain the run or bump the least seniority driver who has evaluated time of the affected employee. Drivers, as bumped, will then be allowed to bump in the same manner.

B. Extra Trips and Special Runs

1. Full time bus drivers can take the special runs and extra trips. They will be asked first to do the trips before any sub is asked unless the assignment will result in overtime. Subs will take the normal routes.
2. Regular drivers shall sign up for extra trips at the beginning of the school year.
3. Regular driver's availability shall be determined by their departure and arrival times on their regular routes.
4. Sub drivers shall not be assigned to trips that a full-time driver is available for unless there are not enough regular drivers.
 - a. Assignments of extra trips will be made by the supervisor according to dates and times. The driver of greatest seniority will be assigned the first trip with each succeeding trip being assigned, in turn, to the next most senior driver that has signed the trip sheet. Extra trips shall be rotated based upon seniority.
 - b. Laid off drivers will be given preferential consideration over substitute drivers and will be assigned only after all regular drivers have either accepted or rejected an assignment. Laid off drivers will be assigned in the same rotational manner as regular drivers.
5. The layover rate will be paid during any layover time at an event. Layover time will include any time the driver is on duty while at an event, whether on the bus or not, except while driving or while supervising students who must be on the bus during the layover or when required by the supervisor to stay on the bus when the driving rate will be paid. The primary responsibility of supervision of students resides with the coach or chaperone.

When a driver has to stay with the bus because members of the team or group are continually on and off the bus during an event, the Transportation Supervisor must be notified.(moved from paragraph 5)
6. If a driver cannot accept the trip because of illness, the driver shall return the requisition to the Transportation Supervisor who will reassign the trip to the next driver eligible for one. The driver shall not receive another trip to replace the one he/she had to relinquish because of illness.
7. Within three (3) work days of accepting a trip assignment, the driver shall notify the Transportation Supervisor if it becomes necessary for them to relinquish the trip for personal reason except in cases of illness or emergency. The driver shall not receive another trip to replace the one he/she relinquished. Trips may not be traded or given away. If a driver has less than three (3) days to relinquish the trip, they will not be penalized.
8. Regular and substitute drivers shall sign up for summer trips and will be assigned by seniority.

9. The driver is required to check the bus hourly for vandalism, flat tires, etc., while at the event.
10. All trip sheets shall be submitted with the bi-weekly time sheet for the period the trip was incurred.

C. Working Conditions

1. The Employer agrees to pay employees their regular rate of pay for the Employer authorized time spent in the following situations.
 - a. preparation time (includes time required for maps, stops, and list of students);
 - b. breakdown time;
2. Open toed or scuff-type shoes are unacceptable footwear.
3. Bus Cleaning and Parking
 - a. Employees shall be paid layover rate of pay for meetings authorized by the employer.
 - b. Drivers of regular routes shall be allowed fifteen (15) minutes each day for the purpose of sweeping their buses and cleaning the windows and lights of the bus.
 - c. At any assigned location, those drivers allowed to park inside will be determined by seniority and available space.
4. Chaperones
 - a. The coach or teacher going on the trip shall be responsible for having directions to the destination.
 - b. The coach or teacher going on the trip shall be responsible for student control; keeping the students in their seats while the bus is in motion; keeping papers, cans, and food off the floor, and for keeping the students reasonably quiet.

D. Employer Responsibility

1. It shall be the Employer's responsibility to establish a procedure for disciplinary action regarding school children.
2. The Employer shall be responsible for paying any employee their regular layover time rate of pay while authorized in attendance at any school training program required by the school district or the State of Michigan. Said reimbursement shall be made upon presentation of verification of completion on the job requirement as authorized by the supervisor.

3. Periodic physical examinations required for all school bus drivers will be provided by the physician of the employee's choice. The Employer will pay for this physical at the rate charged by the Board's selected physician if the employee prefers not to use the Board's physician.

E. Employment of Laid off Drivers as Substitutes

1. Any laid off bus driver employed as a daily substitute will be compensated at the established beginning hourly rate for regularly employed bus drivers.
2. Whenever it can be determined that a regularly employed bus driver will be absent due to an illness or absence of long duration, compensation will be authorized at the established maximum hourly rate or equivalent hourly rate if regularly employed consecutively as a substitute in that particular assignment for greater than ten (10) working days. Compensation of this higher amount will be paid beginning on the eleventh (11th) consecutive working day of employment within the same assignment.
3. The district is not under any obligation to employee laid off drivers as substitutes unless they notify the supervisor in writing that they want to sub and are available.

ARTICLE 26 School Closings

Whenever emergency circumstances disrupt the normal operation of the instructional programs, the following procedures will apply:

1. All bargaining unit employees will complete their regular shift when school is dismissed early unless they are specifically released through authorization by the superintendent's office.
2. Employees who are sent home early due to such disruption will be paid for their normal shift.
3. When schools are not opened due to inclement weather or mechanical breakdown, custodial, maintenance, bus mechanic, and fifty-two (52) week employees are expected to report to work as soon as possible on their regular shift unless told otherwise by public announcement over the radio, or directly by the employee's supervisor, employees should report to work. Employees who are unable to report to work due to weather conditions will not be paid. Requests to utilize personal leave or vacation time to avoid loss of pay will be considered on an individual basis.
4. Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions, as defined by the city, county, or state health authorities, will not be paid for such days. Such employees shall work on any rescheduled days of student instruction which are established by the board and will be paid at their regular daily

rate of pay. Employees with accruals will not be paid for the first snow day. After the first unpaid snow day, employees may use up to four sick or personal leave days per year on days school is cancelled.

5. In the event an employee received unemployment compensation benefits (which are used herein, also includes “underemployment” benefits) during the school year (associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities, as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee shall have his/her pay adjusted such that his/her unemployment compensation, plus the wages paid to the employee for the year, will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons. This provision shall be subject to the following conditions:
 - a. The total of unemployment compensation plus wages earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days cancelled for such reasons.
 - b. The total of unemployment compensation plus wages earned through employment in the district shall not be less than the employee’s regular wages from the same or similar period during the preceding school year.

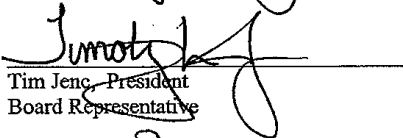
ARTICLE 27 Duration

This Agreement shall remain in full force until June 30, 2013, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless on or before such date the Agreement is extended by mutual agreement of the parties.

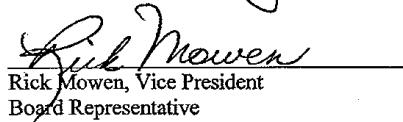
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by the duly authorized representatives the day and year first above written.


Candy Knight, Unit President

9/25/12
Date


Tim Jenc, President
Board Representative

9/24/12
Date


Rick Mowen, Vice President
Board Representative

9/24/12
Date

APPENDIX A

THE HOURLY RATE SCHEDULE FOR THE 2012-2013 SCHOOL YEAR SHALL BE BASED UPON THE 2012-2013 SALARY SCHEDULE AS SET FORTH IN APPENDIX B-1.

In anticipation of the Governor signing Senate Bill 1040 and it being implemented with the MPSE rate of 24.46 percent of payroll, bargaining unit members shall be compensated for the 2012-2013 school year only, an amount that is equivalent to approximately 2.75%. This compensation shall be accomplished with the following:

- 1) A reduction in furlough days from 6 to 2 as set forth in Appendix C.
- 2) Employees shall be compensated for President's day.
- 3) Bargaining unit members who are employed at the conclusion of the 2012-2013 school year shall receive a 1% off schedule payment based upon wages earned during the 2012-2013 school year as of the last payroll in June to be received in the last payroll in June.

It is understood the above compensation is a onetime amount for the 2012-2013 school year only, and furlough days shall revert back to six (6) at the conclusion of the 2012-2013 contract.

Calculation of this equivalent compensation is not subject to grievance if all aspects of the compensation do not take place due to acts of god and/or changes in law. It is also recognized that if Senate Bill 1040 is not signed into law or if lawsuits are filed which would prevent implementation of Senate Bill 1040 the above compensation shall be renegotiated.

2011-2012 APPENDIX C

Bus Drivers (174 in 2010-2011 to 168 in 2011-2012):

- 1-No pay for first snow day
 - 2-No pay for 2 holidays (Good Friday and day before Thanksgiving)
 - 2-2 less instructional days
 - 1-1 less PD day
-

Total 6 days:

Paraprofessionals/Monitors (174 in 2010-2011 to 168 in 2011-2012):

- 1-No pay for first snow day
 - 2-No pay for 2 holidays (Good Friday and day before Thanksgiving)
 - 2-2 less instructional days
 - 1-1 less PD day
-

Total 6 days:

Food Service (174 in 2010-2011 to 168 in 2011-2012):

- 1-No pay for first snow day
 - 2-No pay for 2 holidays (Good Friday and day before Thanksgiving)
 - 2-2 less instructional days
 - 1-1 less PD day
-

Total 6 days:

Custodians/52 week Secretaries (260 in 2010-2011 to 254 in 2011-2012):

- 2-No pay for 2 holidays (Good Friday and day before Thanksgiving)
 - 4-No pay/work on Dec. 27,28, 2011 and April 4,5, 2012
-

Total 6 days

Office Secretaries Working less than 52 weeks a year/ (185 in 2010-2011 to 179 in 2011-2012):

- 1-No pay for first snow day
 - 2-No pay for 2 holidays (Good Friday and day before Thanksgiving)
 - 2-less instructional days
 - 1-Day during school year when executive secretary is present (approved by administration)
-

Total 6 days

2012-2013 APPENDIX C

Bus Drivers (174 in 2010-2011 to 172 in 2012-2013):

2-2 less instructional days

Total 2 days:

Paraprofessionals/Monitors (174 in 2010-2011 to 172 in 2012-2013):

2-2 less instructional days

Total 2 days:

Food Service (174 in 2010-2011 to 172 in 2012-2013):

2-2 less instructional days

Total 2 days:

Custodians/52 week Secretaries (260 in 2010-2011 to 258 in 2012-2013):

2-No pay/work on July 27, 2012 and August 10, 2012

Total 2 days:

Office Secretaries Working less than 52 weeks a year/ (185 in 2010-2011 to 183 in 2012-2013):

2-2 less instructional days

Total 2 days: