Master Agreement

between the

Leslie Board of Education

and the

Leslie ESP/MEA/NEA

July 1, 2026 - June 30, 2028

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AGREEMENT

This Agreement is entered into between the Leslie Public Schools, hereinafter referred to as the "Employer" and the Michigan Education Association/NEA, hereinafter referred to as the "Association."

ARTICLE 1: RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of1965, as amended, the Employer does hereby recognize the Michigan Education Association/NEA 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 for all regular nonteaching employees including secretarial/clerical employees, cooks and kitchen assistant employees, maintenance employees, library clerks/instructional/non-instructional aide employees, bus drivers, mechanics, and noon hour/playground workers, but excluding supervisors, administrators, substitutes, the Superintendent's secretary and payroll employees.

B. The Employer agrees not to negotiate with any organization other than the Association for the duration of this Agreement.

ARTICLE 2: EMPLOYER RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system, its properties and facilities, and the occupational activities of its employees.

2. To assign and direct the work of its personnel, determine the number of shifts and hours of work, the starting times, and the scheduling of all the foregoing and to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.

3. To direct the work force, including the right to hire, promote, suspend, and discharge employees, transfer employees, evaluate employees, assign work, to determine the size of the work force and to lay off employees.

4. To determine the services, supplies, and equipment necessary to continue its operation and to determine the methods, schedules and standards of operation, the means, methods, and processes of work including the automation thereof or changes therein.

5. To adopt reasonable rules and regulations.

6. To determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

7. To determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

8. To determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

9. To determine the size of the management organization, its function, authority, amount of supervision and the table of organization.

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

ARTICLE 3: ASSOCIATION RIGHTS

A. The Association and its representatives shall have the right to use school buildings and facilities subject to existing Board policy.

B. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.

C. The Association shall have the right to reasonable use of the Employer's office equipment at reasonable times, when such equipment is not otherwise in use, and subject to existing Board policy.

D. The Employer will provide bulletin board space in each building, which may be used by the Association for posting official Association notices.

E. The Employer agrees to notify the Association President of the hiring of any new bargaining unit member and provide his/her name, rate of pay, classification and work location.

F. The Employer agrees to furnish to the Association in response to written requests, public information that the Association requires to administer this Agreement and to formulate contract proposals.

G. The Association President will be provided with copies of modified or new job descriptions established by the Employer within five (5) working days of the change or establishment.

ARTICLE 4: EMPLOYEE RIGHTS

A. The Employer will not discipline or discharge any non-probationary bargaining unit member for other than just cause. Discipline, by way of illustration and not by limitation, may include verbal warning, written warning, written reprimand, and suspension, with or without pay.

1. The specific grounds for disciplinary action shall be presented to the bargaining unit member in advance of the imposition of discipline.

2. The Employer will advise a bargaining unit member that he/she has the right to have an Association Representative present when being investigated which may lead to discipline. Upon request, the bargaining unit member will be allowed to meet with the Association President or a representative of the bargaining unit member's choice prior to the beginning of a scheduled interview. The Employer will make an area available where the bargaining unit member may meet with their representative before the interview.

3. The Employer agrees to promptly notify the Association President and the Steward in the District of any bargaining unit member who is disciplined except in the case of an oral reprimand.

4. Should the discipline of a non-probationary bargaining unit member be considered improper, either the Association or the non-probationary bargaining unit member may grieve the matter beginning at Step II of the Grievance Procedure.

B. At his/her request, a bargaining unit member shall be entitled to review his/her official personnel file.

C. Documents of an evaluative and/or disciplinary nature that will be inserted into the personnel file shall be signed and dated by the bargaining unit member.

1. The bargaining unit member's signature shall not be interpreted to mean agreement with the content of the material but shall be understood to indicate awareness of the material.

2. Should the bargaining unit member disagree with the content of the material being placed in the personnel file, he/she may have his/her written statements attached to the file copy of said material.

D. Records of a warning, reprimand, and/or other disciplinary action in a bargaining unit member's personnel file which do not relate to a recurring incident within a four (4) year period from the date of such discipline, shall be removed from the personnel file at the written request of the bargaining unit member and the concurrence of the Superintendent. The parties recognize that the decision to permit the removal of disciplinary records, which do not relate to recurring incidents,

is discretionary with the Superintendent. Each request for the removal of a disciplinary record will be reviewed on a case-by-case basis with a determination made based upon the merits of the request. The Superintendent will not arbitrarily or capriciously deny a request for the removal of said materials.

E. Any bargaining unit member subject to the terms of the Omnibus Transportation Employee Testing Act will be discharged following the conclusion of an investigation resulting in the following:

1. A verified drug or alcohol test as established under the Act and its procedures.

2. During the process of re-verification of a split sample as a result of a positive drug test, the bargaining unit member will be considered, as on unpaid suspension, however, his/her Employer paid insurance premium contributions shall be continued. If the medical review officer finds through the split sample re-verification process that the bargaining unit member was free from drugs, the employee will be reinstated without loss of pay or benefits.

3. Refusing to submit to testing.

4. Possession of alcohol or drugs (as defined in the Act) while on the job.

5. Time spent associated with testing procedures will be paid at the bargaining unit member's regular hourly rate of pay.

6. The Association President will be provided with a copy of the annual reports which is required to be submitted to the federal government.

F. The Employer shall provide all employees who are hired into the bargaining unit with a copy of the Master Agreement.

G. The Employer agrees not to unlawfully discriminate against or between bargaining unit members because of race, color, national origin, sex (including pregnancy, childbirth, and related medical conditions; sexual orientation; gender identity), disabilities, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category.

ARTICLE 5: DUES, FEES, AND PAYROLL DEDUCTIONS

A. Upon initial written request by the Association, the Board shall deduct Association dues from a bargaining unit employee's wage if the bargaining unit employee submits an initial full, free written consent to the deduction of Association dues from the employee's wages consistent with the Payment of Wages and Fringe Benefits Act.

B. The district will at the next available pay period cease Association dues deduction for a bargaining unit employee if the bargaining unit employee provides written notice to the Superintendent or their designee that the employee is withdrawing consent for the Association dues deductions. Deductions will be made in substantially equal amounts from the employee's paycheck(s) commencing the first pay that is feasible following the receipt of (1) the Association's annual request and (2) the voluntary written authorization from the bargaining unit employee. Typically, the normal schedule would start the first pay period in September and end with the last pay period in June.

C. Unless the Superintendent or designee receives a written request from the bargaining unit employee to discontinue the dues deductions, the dues deductions shall continue through the last pay period in June of each school year. The Board shall not process monies for Political Action Committee donations associated with the dues structure. In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues set forth above.

D. Further, the Board shall be held harmless for the assessment and collection of union dues and the imposition of any penalties related to an employee's non-payment of union dues. If the Association agrees to defend the Board concerning a dues deduction claim, the Board may choose their legal counsel to defend any lawsuit or action or compromise or settle any claim made against the Board. The Association may advance any grievance involving this language up to the Superintendent level.

E. Annuity monies, whether authorized as a payroll deduction by the bargaining unit member or those that are provided by the Board as set forth in Article 21, shall be remitted to the designated company(s) at least once each month.

F. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any bargaining unit member and make appropriate remittance for tax sheltered plans under the district's 403b plan, charitable donations, MESSA and MEAFS programs, and jointly approved financial institutions, as approved between the Employer and the Association and any other plans or programs that may be jointly approved between Employer and the Association.

ARTICLE 6: STEWARD SYSTEM

A. There shall be one (1) steward for each of the following employee groups: secretarial/clerical, noninstructional aides, instructional aides, transportation/maintenance, and food services. The names of said stewards will be provided to the Superintendent in writing at the beginning of each school year and at any time that there is a change thereafter.

1. The steward may present grievances to the Employer during his/her working hours and without loss of time or pay.

2. Normally, the investigation of grievances will be conducted outside of the steward's assigned hours of work. Grievances, which require the steward's immediate attention, may be investigated during working hours and without loss of time or pay provided it does not interfere with the normal operation of the school or require overtime or additional personnel to compensate for said time.

3. The steward, who acts on behalf of the Association as set forth in sections 1 and 2 above, shall notify his/her immediate supervisor of his/her departure from and return to the work site.

B. Upon the request of either party, the Association President and the Employer shall arrange for a special conference.

1. No more than four (4) representatives of the Association may be present at such meetings unless mutually agreed otherwise.

2. Arrangements for a special conference, including those who are to attend shall be made in advance.

3. An agenda of the matters to be taken up during the meeting shall be presented at the time the conference is requested.

4. Conferences shall be scheduled at mutually acceptable times. The parties will make a reasonable attempt to schedule such special conferences so as not to interfere with the normal operation of the district.

5. Bargaining unit members shall not lose time or pay for any time spent on a special conference.

6. Association Representatives may meet on the Employer's property for up to one-half hour preceding a special conference provided a written request has been made.

ARTICLE 7: GRIEVANCE PROCEDURE

A. A grievance shall be defined as a complaint by a bargaining unit member based on an event or condition alleged to be an expressed violation of this Agreement. The Employer will respond in writing to any grievance presented in writing by the Association.

B. Every effort will be made to file written grievances as soon as possible but shall be presented in writing to the immediate supervisor by the Steward within ten (10) days of its occurrence.

C. Days, as set forth herein, shall be defined as Monday through Friday excluding holidays.

D. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with the appropriate administrator/supervisor and having the grievance adjusted without the intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and provided further, that the Association has been notified of such adjustment.

E. STEP I

1. A bargaining unit member alleging grievance shall discuss it with the Steward.

2. The Steward and/or bargaining unit member may discuss grievance with the immediate supervisor.

3. Should the Steward and/or bargaining unit member elect to discuss the grievance with the immediate supervisor and the same is not resolved, the Steward or the bargaining unit member shall, within five (5) days of the discussion with the immediate supervisor, submit the grievance to the immediate supervisor in writing.

4. Should the Steward and/or bargaining unit member elect to waive the right to discuss the grievance with the immediate supervisor, the Steward or bargaining unit member shall, within ten (10) days of its occurrence, submit the grievance to the immediate supervisor in writing.

5. A written grievance, as referenced herein, shall contain the following:

    a. It shall be signed by the grievant(s) or by the authorized representative of the unit if it is an Association grievance.

    b. It shall contain a synopsis of the facts giving rise to the alleged violation.

    c. It shall cite the section or subsections of this Agreement alleged to have been violated:

    d. It shall specify the requested relief.

6. Any written grievance not in accordance with the above requirements may be returned to the Association without action.

7. The immediate supervisor shall respond to a grievance in writing within five (5) days.

F. STEP II

If the grievance is not resolved, the Association President shall present same, in writing, to the Superintendent within five (5) days after the response at STEP I is due. The Superintendent shall meet with the grievant and/or his/her Association Representative within five (5) days of receipt of the grievance. The Superintendent shall respond to the grievance in writing within five (5) days of said meeting.

G. STEP III

1. No individual bargaining unit member shall have the right to process grievance to arbitration.

2. In the event the Association decides to pursue the matter further, it shall, within thirty (30) days from the date of the Employer's STEP II response, meet with the Employer and/or its representatives for the purpose of attempting to settle the grievance before proceeding to arbitration except when there is a continuing back pay liability in which case the parties shall meet as set forth herein within ten (10) days from the date of the Employer's STEP II response.

3. If, after such a meeting the Association is not satisfied with the disposition of the grievance, it may be within five (5) days of the meeting referenced in section 2 of STEP III.

   The grievance may be transmitted to arbitration by filing a Demand to Arbitrate with the American Arbitration Association (AAA). A copy will be supplied to the Superintendent.

H. The powers of the arbitrator shall be as follows:

1. He/she shall have no power to interpret state or federal law.

2. He/she shall have no power to rule on the discharge of a probationary bargaining unit member.

3. The decision of the arbitrator shall be final and binding on the Association and its members, the bargaining unit members involved, and the Employer.

4. The arbitrator shall base his/her judgment on the expressed terms of this Agreement and shall have no authority to add to or subtract from any of the terms of this Agreement.

5. No claim for back pay shall exceed the amount that the bargaining unit member would have otherwise earned.

6. It is expressly understood that the arbitration provisions shall not apply to those areas for which state or federal law prescribes a procedure or authorizes a remedy (i.e., EEOC, MERC).

I. General

1. The arbitration hearing shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

2. Neither party shall be permitted to assert in any arbitration proceeding, any ground, or to rely on any evidence, not previously disclosed to the other party.

3. Each party shall bear the expense of providing its own witnesses except that regularly employed bargaining unit members will be released from their normal responsibilities without loss of pay or leave time for such time as is necessary to serve as a witness in an arbitration hearing.

4. The expenses of the arbitrator shall be shared equally between the Employer and the Association.

5. A grievance may, at any time, be withdrawn without prejudice by mutual consent of the Employer and Association.

6. No grievance shall be filed for or by any bargaining unit member after the effective date of his/her resignation except in the case of severance benefits.

7. Any grievance not appealed within the specified time limits shall be deemed settled based on the last response.

8. No claim for back wages shall exceed the amount of wages the bargaining unit member would have otherwise earned, nor shall any such claim be retroactive for more than thirty (30) workdays prior to the date on which a grievance was filed at Step I of the Grievance Procedure.

J. The grievance form is attached to this Agreement as Appendix C.

ARTICLE 8: WORKING HOURS AND CONDITIONS

A. The normal work week shall be Monday through Friday not to exceed forty (40) hours for full-time bargaining unit members.

B. Except for bus drivers, the workday shall include a duty-free, unpaid, thirty (30) minute lunch period for bargaining unit members who work five (5) or more continuous hours a day.

Should a bargaining unit member be required to perform work during a lunch period, the bargaining unit member shall be paid the appropriate portion of his/her hourly wage rate for all such work during the lunch period, or the schedule will be adjusted by an amount of time equal to that worked.

C. Break periods will be established by the bargaining unit member's immediate supervisor.

1. Bargaining unit members who work full time may take a fifteen (15) minute break in the a.m. and a fifteen (15) minute break in the p.m., or in the first half and second half of their regular shift, whichever may apply.

2. Part-time bargaining unit members who work between three (3) and five (5) hours a day may take a fifteen (15) minute break.

3. The foregoing Section C shall not apply to bus drivers.

D. The first shift is any shift that regularly starts at or after 4:00 a.m. but before 1:00 p.m. The second shift is any shift that regularly starts at or after 1:00 p.m. but before 7:00 p.m. The third shift is any shift that regularly starts at or after 7:00 p.m. but before 4:00 a.m.

E. Bargaining unit members are responsible for the input of time off/absence(s) in the sub-system. Bargaining unit members are also responsible for inputting aforementioned time off/absence(s) in the time clock for payroll.

F. Any bargaining unit member who is assigned to call substitutes shall be paid at his/her regular hourly rate irrespective of whether the responsibilities are executed at or away from his/her normal workstation or outside of his/her regularly assigned hours of work.

G. The Employer agrees to provide parking space for all bargaining unit members during their regularly assigned work hours at no charge.

H. Bargaining unit members who are required to provide tools in connection with their employment shall have said tools insured for their full replacement value at Employer expense.

I. Except provided for in Articles 9 and 10, the scheduling of overtime shall be subject to the following procedures:

1. Overtime shall be offered and distributed to bargaining unit members within the classification(s) in each building.

2. Overtime will be organized using an overtime chart and will be offered within the building where overtime is available to the most senior bargaining unit member on the seniority rotation list.

3. Bargaining unit members assigned to more than one (1) classification and/or building shall be offered overtime on a rotating basis within each classification; however, bargaining unit members will be eligible for overtime in only one (1) of the buildings to which they are assigned. On or before September 1 of each year, the bargaining unit member will notify the Association Representative responsible for overtime as to the overtime building of his choice. Same shall remain in effect without change until the following September 1.

4. For purposes of maintaining the overtime chart, the refusal of an offer of overtime shall be recorded as if it had been accepted.

5. Upon completion of the probationary period, a bargaining unit member shall be added to the bottom of the seniority rotation list in accordance with his bargaining unit seniority i.e., last date of hire.

6. Overtime work shall be voluntary. Absent a volunteer, the district reserves the right to assign the least senior bargaining unit member in the classification within the building.

7. The seniority rotation list shall continue in effect from year to year.

8. An extension of the bargaining unit member's shift for purposes of task completion shall not be subject to the overtime rotation.

9. The Association will designate a representative to administer, post and maintain the overtime, extra work, and extra trip provisions under this Agreement subject to the provisions below:

    a. Once the work is authorized by the supervisor, the Association Representative will be responsible for providing the names of the bargaining unit members who will perform the work. Communications required to obtain bargaining unit employees to perform the work may be done during the work hours with prior authorization from the supervisor.

    b. In the event of an error or omission in terms of the application of any overtime, extra hours and extra trips, the bargaining unit member bypassed will be placed at the top of the rotation list for the next opportunity to work and in the drivers, case will be assigned the next available unassigned trip.

10. When a bargaining unit member works five (5) or more hours on any day, he shall be entitled to a duty-free, unpaid lunch period equal to thirty (30) minutes unless he is notified

that he is the only District employee on duty in the building. If he is the only District employee on duty, he will receive a paid lunch period if continuous coverage is necessary during the lunch break.

J. In the event the entire instructional day is cancelled prior to the start of a bargaining unit member's workday due to inclement weather or conditions not within the control of the district, the following procedures will apply:

1. Maintenance and mechanics may be required to report to work and will receive their regular rate for the day. If an individual is directed not to report, the employee will not suffer a loss of pay for the day. If an individual is not able to arrive at their regularly scheduled starting time, the employee may request to arrive up to three (3) hours late and extend their workday accordingly.

2. School year employees and secretaries shall not be required to report to work.

In the event the district is not required to make up such day(s) to receive State Aid payments, bargaining unit members will receive their regular rate of pay for the day(s). If the District is required to make up the day, pay will be issued after the rescheduled day(s) have been worked.

A bargaining unit member who is on paid leave as provided in Article 18 when school is closed for the reasons stated above, shall suffer no loss of leave time nor loss of salary when State Aid is received.

K. In the event a student instructional day is delayed, or students are dismissed early due to inclement weather or conditions not within the control of the district, the following procedures will apply:

1. Maintenance and mechanics who are required to report to work at their regularly scheduled starting time or remain until their regularly scheduled quitting time, shall receive their regular rate of pay for the day.

Maintenance and mechanics who are not required to report to work at their regular time or are dismissed early will receive their regular rate of pay for the day.

2. School year employees and secretaries shall be directed when to report to work and will receive their regular rate of pay for the day.

Employees covered by Section 2 who are released when students are dismissed early will receive pay for the balance of the day provided Stale Aid is received for the remainder of the day.

3. When the Food Service Supervisor determines to deliver the special menu on a delayed day, food service employees shall be directed when to report to work and will be paid their regular rate of pay for the day. In the event the Food Service Supervisor determines to

deliver the regular menu, food service employees will report at the irregular time and will be paid at their regular rate of pay for the day.

L. When a bargaining unit member is assigned to perform doctor prescribed medical treatment or scheduled maintenance of a medical apparatus used by a student, the bargaining unit member will be provided with training regarding the proper procedures to be utilized. The cost of the training will be paid by the Employer, and the bargaining unit member will receive his/her regular hourly rate of pay.

1. The Ingham County Intermediate School District plan for the delivery of special education programs and services will be made available for review at the Central Office. Questions regarding the plan should be directed to the Special Education Director or Superintendent.

2. In the event a special education aide is directed to report to an IEPC meeting, the aide will be informed as to the procedures involved by the principal or Special Education Director upon request of the aide.

M. Should an aide be assigned to accompany a class/student on a District-sponsored trip and the trip extends beyond the aide's regularly assigned work hours, said aide shall be paid at his/her regular hourly rate provided said hours do not exceed eight (8) hours a day nor forty (40) hours a week. Hours in excess of eight (8) hours a day or forty (40) hours a week shall be paid in accordance with the overtime provisions of this Agreement.

N. A bargaining unit member shall not be required to accompany a class/student on a district-sponsored trip if the duration of the trip will extend beyond the member's scheduled hours unless pre-approved by immediate supervisor.

O. Should a bargaining unit member request and be approved and/or should a bargaining unit member attend a conference or in-service training at the request of the Employer, said bargaining unit member shall be paid at his/her regular hourly rate including travel time provided said hours do not exceed eight (8) hours a day or forty (40) hours a week.

1. Mileage will be paid at the IRS rate(s).

2. Expenses for meals and lodging, if any, shall be reimbursed in accordance with Board policy upon presentation of a receipt.

P. When the District requires training or in-service for any bargaining unit member, where appropriate, the bargaining unit member(s) occupying the same position (see Appendix D) and bargaining unit members in other positions within the same classification (see Appendix D), will be provided the opportunity to attend the same unless the training or in-service is specific to a particular position within a classification.

Q. The Employer will provide Maintenance and Mechanic employees with five (5) uniforms (tops and pants) on an ongoing basis.

1. Bargaining unit members shall be responsible for cleaning and maintaining the uniforms. With the exception of summer months when students are not in attendance and approval is given by the supervisor, uniforms shall be worn at all times while on the job.

2. The supervisor shall be responsible for ordering uniforms. Bargaining unit members in need of replacements will direct their requests to the supervisor.

ARTICLE 9: FOOD SERVICE

Should the Employer elect not to have a food service employee on duty to cover an activity outside of regularly scheduled food service hours, food service personnel shall not be responsible for any theft or damage to equipment or facilities.

A. The Food Service Supervisor will not perform bargaining unit work in the kitchen except for instructional or emergency work.

B. The Employer or the Supervisor for Food Services shall train new hires, transferred bargaining unit members, substitutes and students. Should a bargaining unit member be assigned to assist in training, he/she shall be compensated at an additional $.25 an hour.

C. Each year, the Employer will provide up to five (5) uniform tops and three (3) aprons for Food Service employees at the employee's request.

1. Bargaining unit members shall be responsible for cleaning and maintaining the tops and aprons. Tops and aprons shall be worn at all times while on the job.

2. The Food Service Supervisor shall be responsible for ordering uniforms. Bargaining unit members in need of replacements will direct their requests to the Supervisor.

D. Extra or additional hours shall be defined as evening or weekend activities, as preparation for such activities outside of the normal daily work schedule, or summer work, and shall be governed by the following:

1. The work will always be offered first to the most senior cook on a seniority-based rotation list.

2. In the event no cook accepts the work, other food service employees will be offered the work from a seniority-based rotation list.

3. For purposes of maintaining the rotation list, the refusal of an offer for extra hours shall be recorded as if it had been accepted.

4. Upon completion of the probationary period, a probationary bargaining unit member will be added to the bottom of the rotation list.

E. For Summer program work, the food service employee will earn an additional $1.00 an hour. This does not include end-of-year or start-of-year activities.

ARTICLE 10: TRANSPORTATION

A. The Employer shall establish the route for each regular bus run. The starting time shall be determined by the route and seasons of the year in which it is run. The length of the day shall be the time it takes to safely drive the entire route.

B. At least seven (7) calendar days prior to the first instructional day in each year, drivers shall meet with the Employer for the purpose of bidding on bus runs. The Employer shall provide written notice of the intended date of said meeting not later than June 1 of the preceding school year.

1. Bus runs will be bid based on seniority with the most senior driver bidding on available runs first.

2. At the annual bid meeting, the Employer will provide written notice of the available runs together with a schedule of hours for each run.

3. Except as set forth in B (3), at a minimum, each driver will first bid on a morning and an afternoon run. In the event there are sufficient regular drivers in attendance (including those submitting proxies under B-4 below) at the bid meeting to cover the morning and afternoon runs, a driver may first select a stand-alone run. (Example: Mid-day PreK (am & pm), Wilson Talent Centr(am & pm), Shuttle Bus (LLC))

4. Drivers shall be permitted to submit their bids by proxy on forms provided by the Employer. Said forms shall be submitted to the immediate supervisor in advance of the bid meeting.

5. Drivers who miss a bid meeting and fail to submit a proxy, will be assigned to remaining run(s). Should such assignment be refused, the driver shall be considered a voluntary quit.

6. If after the annual bid meeting there is a need to layoff or a new route is established or a vacancy exists, another bid meeting will be conducted in the same manner as the annual bid meeting.

   When a special education run or homelessness run is created after a bid meeting, it will be posted to the board at the bus garage and awarded by seniority as long as it does not conflict with the times of a driver's current assignment(s).

7. Bid meetings are not considered time worked and are therefore not paid.

8. Vacancies which remain or occur after any bid meeting shall be posted to the district website as an open position and will be filled by a substitute driver until permanently filled by a (new) employee. Vacancies are governed by Article 12 of this Agreement.

9. Transportation temporary vacancies shall be posted to the board at the bus garage and awarded by seniority.

10. The times for special education runs will not be shortened due to the personal absence of the student(s) to be transported, provided the driver is available for duty during that time unless the absence exceeds three (3) consecutive days.

C. A driver will be paid his/her regular rate of pay for all hours worked during the regular runs, including breakdowns and/or other similar forms of downtime while working a regular bus run and for time necessary to clean a school bus or other work, if requested to do so.

D. The Employer shall reimburse each driver or any other bargaining unit member who is required to obtain a chauffeur's license, for the cost of said license. Said payment will be made in accordance with the district's existing accounts payable procedures. In order to receive reimbursement, the bargaining unit member shall submit a receipt to the business office.

E. Drivers who are required by the State of Michigan and/or the Employer to attend classes, a conference or in-service training shall be paid at the extra trip hourly rate. Drivers shall be paid at the extra trip hourly rate for washing their bus with a maximum time of one (1) hour allowed per bus and busses will be washed no more than once (1) monthly/or as per administrators' approval.

F. The provisions that follow shall govern extra trips:

1. Extra trips shall be posted on four (4) separate lists/boards which include: (a.) Trips before 2:00 p.m. (b.) Trips after 2:00 p.m. (c.) Emergency trips. (d.) Weekend trips. All interested drivers for day trips before 2:00 pm need to sign up before 7:45 am the day before the trip. The trips will be assigned at 8:00 am the day before. The trip after 2:00 pm needs to be signed up for by 2:15 pm the day before the trip. These will be assigned by 2:30 pm the day before the trip.

   Any extra trip will be a minimum of two (2) hours. If the two (2) hour time overlaps with the driver's regular route, they will **only** be paid for the time they are on the extra trip, then switch pay type over to their regular bus driver wage when they start the regular route.

2. When an extra trip (any of the above-mentioned trips) goes into emergency, which is defined as any trip that is posted less than twelve (12) hours of the scheduled departure time or a trip where the driver that has been assigned becomes unavailable to take the trip. The trip will stay on the board under the original posting list; it will not be removed. The driver that was already assigned to that trip will stay as took last on the list rotation, as per master agreement.

3. Then the trip will be assigned to the next person on the emergency list. This is a seniority-based list and will stay in effect continuously year to year never to be taken down.

4. A driver who fails to sign for or refuses an extra trip or who is absent during the posting period shall rotate to the bottom of the seniority rotation list.

5. A driver shall have the right to refuse an extra trip. Should no regular driver agree to take an extra trip, the extra trip will be offered to a substitute driver. If there are no available substitute drivers, the extra trip shall be offered to drivers that occupy a second position within the bargaining unit that would have the least impact on the operation of the school district. If there are no other employees occupying a second position in the bargaining unit available to take an extra trip, it shall be mandated to the least senior regular driver. A mandated driver can only be mandated once per day. Then a rotation list will be implemented using the seniority list working from the bottom to the top. This rotation list will be restarted at the beginning of each month, but the rotation list can be used as many times as needed during said month.

   If the employee refuses a mandate, they will be subject to a write-up from the supervisor.

6. Any regular driver who is scheduled for an extra trip and who is notified less than one (1) hour in advance of departure time that the bus is cancelled will be paid two (2) hours of pay at the extra trip rate and will be offered the next available trip.

   If the trip is scheduled for a Saturday, Sunday or holiday and the bus is cancelled with less than sixteen (16) hours' notice of the departure time, the driver will also be offered the next available Saturday, Sunday, or holiday trip in addition to two (2) hours pay at the overtime rate under Article 20(B)(2).

7. Except for substitute drivers and emergency situations involving supervision, no Employee of the District outside of the bargaining unit will drive a school bus to transport students.

8. In the event of an error, omission, or canceled event in terms of an extra trip(s), the bargaining unit member bypassed will be placed at the top of the rotation list for the next available unassigned trip.

G. Drivers who do not have both a morning and an afternoon run or who do not have a mid-day run will have priority status on the substitute list for transportation provided such drivers do not hold another position in the district. Such drivers will be paid their step rate for the classification they will be substituting in.

ARTICLE 11: EVALUATION

A. It shall be the Administration's responsibility to evaluate the work performance of bargaining unit members.

B. Bargaining unit members shall be evaluated at least once in each three (3) year period.

C. Prior to any formal evaluation, a bargaining unit member will be apprised of the criteria upon which he/she will be evaluated. Said criteria shall be related to the bargaining unit member's job duties and responsibilities.

D. All evaluations shall be reduced to writing and a copy provided to the bargaining unit member within ten (10) calendar days of the final observation. Each written evaluation will be followed by a conference between the bargaining unit member and the immediate supervisor within ten (10) workdays following the issuance of the written evaluation.

E. Should a bargaining unit member disagree with the content of an evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation.

F. In the event a bargaining unit member's work is unacceptable, the reasons will be set forth in writing together with an identification of the ways in which the bargaining unit member is to improve. In subsequent evaluation reports, failure to again note a continuing deficiency will be construed as evidence of improvement.

G. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the reason(s) therefore in writing and provide a copy of same to the Association President at the bargaining unit member's request.

H. Evaluations shall include a statement as to whether performance is satisfactory, needs improvement or is unsatisfactory.

I. All written evaluations shall be placed in the bargaining unit member's personnel file.

J. This Article shall not apply to probationary employees.

ARTICLE 12: VACANCIES, PROMOTIONS AND TRANSFERS

A. A vacancy shall be defined as a bargaining unit position, which has been permanently vacated, or a newly created position, which the Employer intends to fill.

An increase in the number of hours of a position shall not constitute a vacancy. For Reference: an increase or decrease of 15 minutes or less during a school year will not constitute a vacancy or bid meeting. Any increase or decrease of more than 15 minutes must be communicated to the Association President.

B. For the purposes of simplifying the process, a vacancy or notice of a newly created position will be provided to the Association President by the Employer/building supervisor. The Association President along with classification/building supervisor will call a bid meeting within (5) five workdays, it will be emailed to the bargaining unit members in that classification, offering the vacancy or new position to the most senior bargaining unit member and so forth until all vacant or vacated positions are refilled. The bid meeting satisfies the ability of the classification members to take/receive the vacant/vacated position(s), they may not apply if a remaining open position is posted to the district website. The remaining open position will be posted on the district website to other classifications and outside applicants.

C. Vacancies for open positions in the district will be posted on the website. It is the bargaining unit members responsibility to continually check emails for bid meeting information, and the district website for open or newly created positions.

1. All Postings shall set forth the minimum requirements to perform the job, the hours the applicant(s) will be expected to work and the length of the work year.

2. Should the requirements of the vacancy change during the posting period, the Employer shall repost the vacancy in accordance with the provisions of this Article.

3. Vacancies shall be posted and awarded as set forth herein prior to the recall of any laid off bargaining unit member.

4. During the process of filling a vacancy, the position may be filled with a substitute. No vacancy shall be occupied by a substitute for more than twenty (20) workdays from the close of the job posting without prior consultation with the Association as to the necessity and duration of the extension.

5. Vacancies will not be posted in the food service, custodial or transportation departments until any requirements in Articles 10(B) and 12(L) have been fulfilled.

D. Any bargaining unit member who meets the qualifications as set forth on the posting may apply in writing within the posting period.

E. Vacancies will be awarded to applicants in the following order:

1. The most senior qualified bargaining unit member who is on layoff provided she/he has occupied the same position within that classification.

2. The most senior qualified bargaining unit member from within the same classification where the vacancy arose.

3. The most senior bargaining unit member from another classification who meets the qualifications set forth by the employer, holds all necessary certifications and/or licenses and is able to pass district administered tests will be awarded the position unless an outside candidate scores higher than the bargaining unit members on the

district tests and hold all necessary qualifications. The union President will have the right to view the redacted test scores.

4. For purposes of this Article, the term classification shall be as established in Appendix D.

5. An applicant with greater seniority will not be bypassed for a less senior or outside applicant hereunder unless it can be demonstrated that the applicant selected is the most qualified.

In the event the bargaining unit member with more seniority under Sections 1-3 above is bypassed, the reasons for the denial shall be provided to the applicant upon request. Should the bargaining unit member disagree with the reasons given, the denial will be subject to the grievance procedure beginning at Step II. Any grievance relating to appointments in the administrative secretarial, maintenance, or instructional aide classifications will terminate at Step II.

F. A bargaining unit member selected to fill a vacancy in another classification shall be granted five (5) workday trial period to determine his/her desire to remain in the job and ability to perform satisfactorily. The five (5) workday trial period will begin when students are in session.

1. During the trial period, the bargaining unit member may revert to his/her former position in which case the bargaining unit member may not apply for another posted vacancy within that classification for a period of six (6) months from the date of return.

2. Should the work of the bargaining unit member be unsatisfactory, he/she shall be provided with written notice stating the reasons and shall be returned to his/her former position. Should the bargaining unit member disagree, the matter may be appealed through the grievance procedure beginning at Step II.

3. During the trial period, the position vacated by the bargaining unit member may be filled with a substitute.

G. All positions posted when school is in session will be awarded within ten (10) calendar days of the end of the posting period. All positions posted during the summer vacation will be awarded within thirty (30) calendar days of the end of the posting period.

H. The Association President shall receive a copy of each job posting, a list of the applicants and the name of the bargaining unit member to whom the position was awarded.

I. A bargaining unit member may occupy more than one (1) bargaining unit position provided there is no conflict in hours and provided further that the total number of hours does not exceed eight (8) hours a day.

J. Those positions which become vacant and for which the Employer requires testing, the testing will be administered to the applicants prior to filling any such vacancy.

K. In cases of voluntary transfers, promotions, or reassignments to a new classification, bargaining unit members will be paid the "new hire" rate for the first five (5) workdays. Upon satisfactory completion of the trial period, the bargaining unit member shall be paid in accordance with his/her bargaining unit seniority.

1. In cases of reassignment within the same classification, bargaining unit members shall be paid in accordance with their bargaining unit seniority.

2. In cases of involuntary transfer whether into a new classification or within the same classification, bargaining unit members shall be paid in accordance with their bargaining unit seniority.

3. Bargaining unit members who move from one classification to another as provided in Section I shall be paid at the "new hire" rate unless said bargaining unit member has had experience within said classification in which case, he/she shall be given credit for same to determine the appropriate hourly wage.

L. Any bargaining unit member in the aides, maintenance and secretarial classifications who has a reduction in work hours of at least thirty (30) minutes will be entitled to first consideration for additional regularly scheduled hours within his/her classification subject to the following conditions:

1. The hours are being reinstituted in the employee's building, are contiguous to the employee's assigned hours, are compatible with the employee's schedule, and the bargaining unit member is qualified.

2. The entitlement shall expire after two (2) years from the effective date of the reduction.

3. The bargaining unit member shall lose his/her rights during the two (2) year period under this Section if she/he does not apply for a position for which he/she is qualified, and which equals or exceeds the level of hours prior to the reduction or, if he/she refuses additional regularly assigned hours.

M. The following provisions will apply to food service classification (See Appendix D vacancies):

1. When a vacancy occurs, a notice will be posted of a bid meeting in the kitchens throughout the district and to laid off employees from within the classification at least three (3) weekdays in advance of the bid meeting. The notice will contain the date, time and location of the bid meeting and the location and work schedule of the vacancy.

2. Only employees (including those who are laid off at the time of the bid meeting) within the classification where the vacancy exists may attend the meeting.

3. Only the posted position and any subsequent vacancies occurring at the bid meeting will be available. No bargaining unit member may be involuntarily displaced at the meeting.

4. Bid meetings are not considered time worked and are therefore not paid. Bargaining unit members may submit bids by written proxy on a form provided by the Employer through the supervisor.

5. Positions will be bid based on seniority with the most senior bargaining unit member bidding first. The trial period in Article 12(E) will not apply.

6. The remaining vacancy will be posted and filled under the provisions of Article 12, Section D (4)-(6).

7. Following the completion of the bid meeting, no employee from within the classification may apply for the remaining vacancy.

N. For purposes of this Article, an applicant must meet the qualifications for a position on or before the first day the applicant is scheduled to begin work in the position.

ARTICLE 13: SUBSTITUTE ASSIGNMENTS

A. Long-term substitute assignments (other than operations)

1. Long-term substitute assignments are temporary vacancies that are attributable to the absences of a bargaining unit member under the provisions of Article 18 and the duration of which are known by the Employer to exceed ten (10) workdays that the Employer intends to fill.

a. Substitute assignments (temporary vacancies) shall be awarded in the following order:

1. Position backup (i.e., an aide that is trained to fill in on a regular basis)

2. The most senior qualified employee within the classification (see Appendix D), provided said assignment does not interfere with regular building operation.

3. The most senior qualified bargaining unit member in another classification (see Appendix D) who meets the requirements for the job.

A substitute assignment will be denied if the assignment will not result in an increase in gross pay compared to the bargaining unit member's regular assignment.

A substitute assignment may be taken in addition to the bargaining unit member's regular assignment provided said assignment does not interfere with his/her regular job. In the acceptance of the assignment the bargaining unit member agrees to fill the position through the duration of the assignment.

b. In the event a bargaining unit member is used as a substitute, he/she shall be paid at their step rate for the classification they will be substituting in.

c. Any position that is temporarily vacated under the provisions of Article 12, Section E, will be filled by a non-bargaining unit substitute.

d. Registered bargaining unit members who subsequently refuse three (3) substitute assignments in any given school year shall be removed from the registration list for the remainder of the school year except when the bargaining unit member is working in another substitute assignment or if such bargaining unit member is working full time.

e. No bargaining unit member will be involuntarily assigned to a long-term substitute assignment.

f. The Employer reserves the right to deny a substitute assignment to an employee where the employee's position requires special qualifications, or it may impair the operations of the district.

B. Daily substituting:

Normally, substitute assignments often (10) or less working days will be filled with non-bargaining unit substitutes.

Where the Employer elects to utilize a bargaining unit member to substitute on a daily basis, he/she shall be paid at their step rate for the classification they will be substituting in.

C. Long-term and Daily Substituting (Food Service Department):

The Employer reserves the right to use cooks and kitchen assistants to substitute on a daily basis in the absence of regularly assigned cooks and kitchen assistants subject to the following conditions:

1. The bargaining unit member does not have a conflicting assignment outside of the food service classification.

2. This provision will not require the reassignment of cooks or kitchen assistants between buildings.

3. The supervisor shall determine the positions to which bargaining unit members will be reassigned.

4. A bargaining unit member who is assigned to substitute shall be paid at their step rate for the classification they will be substituting in.

D. No bargaining unit member will be entitled to a substitute assignment in addition to his/her regularly assigned hours if the combination of the substitute assignment and his/her regularly assigned hours will result in overtime.

E. No additional rights or benefits shall accrue to a bargaining unit member during the term of a substitute assignment.

F. Substitute assignments shall not be used to satisfy the probationary period referenced in Article 15.

G. Long-term Substituting (Transportation Department)

The Employer reserves the right to fill these "temporary vacancies" that are attributable to the absence of a bargaining unit member under the provisions of Article 18 and the duration of which are known by the employer to exceed ten (10) workdays.

Substitute assignments lasting ten workdays or longer shall be paid at the bargaining unit members step rate.

1. Substitute assignments shall be awarded in the following order.

a The most senior employee within the classification (Appendix D), a substitute assignment may be taken in addition to the bargaining unit member's regular assignment provided said assignment does not interfere with his/her regular job.

b The most senior qualified bargaining unit member in another classification who meets the requirements of the job.

No bargaining unit member will be entitled to a substitute assignment in addition to his/her regularly assigned hours if the combination of the substitute assignment and regularly assigned hours will result in overtime. The bargaining unit member may not have a conflicting assignment outside of the transportation department or classification.

ARTICLE 14: SEASONAL AND SPECIAL PROJECTS

A. Bargaining unit members who work one hundred and eighty (180) days at eight (8) or less hours a day shall have the first opportunity for seasonal and special project assignments, hereinafter referred to as temporary assignments. The employer reserves the right to deny a temporary

assignment to an employee where the employee's position requires special qualifications. (Examples: bus driver, food service, etc.) Temporary assignments will be filled in accordance with the following:

1. On May 1 of each school year, bargaining unit members may register for temporary assignments by responding to an email sent by the Association. Said registration will be valid for one (1) school year beginning with the first day of work in the following school year. An email shall be used for bargaining unit members to register for seasonal or special project assignments as provided in Article 14. It is the responsibility of the bargaining unit member to notify the appropriate association representative of changes to classification(s), and daily hours worked throughout the school year.

2. It is the sole responsibility of the bargaining unit member to respond to said email within 10 full Calendar days.

3. It is the responsibility of the bargaining unit member to notify the appropriate association representative of changes to classification(s), and daily hours worked throughout the school year.

4. No bargaining unit member will be entitled to a temporary assignment in addition to his/her regularly assigned hours if the combination of the temporary assignment and his or her regularly assigned hours will exceed ten (10) hours a day or forty (40) hours a week.

5. Temporary assignments shall be awarded to the most senior qualified bargaining unit member provided said assignment does not interfere with the bargaining unit member's regularly assigned hours.

6. Bargaining unit members who are awarded temporary assignments as provided herein shall be paid at the temporary assignment rate found in (Appendix A).

7. Registered bargaining unit members who refuse three (3) temporary assignments in any given school year shall be removed from the registration list for the remainder of the school year except when the bargaining unit member is working in another temporary assignment or if such bargaining unit member is working full time.

8. No additional rights or benefits shall accrue to a bargaining unit member during the term of a temporary assignment.

9. A "seasonal or special project assignment" such as painting or game day services when deemed reasonable by the Facilities Director is bargaining unit work that is temporary in duration and not assigned to any bargaining unit member and is not a temporary vacancy as provided in Article 13. B. Temporary assignments shall not be used to satisfy the probationary period referenced in Article 15.

ARTICLE 15: SENIORITY

A. Newly hired bargaining unit members shall be on probation for the first sixty (60) days worked. Any scheduled workday on which the probationary bargaining unit member is absent shall serve to extend the probationary period.

1. No bargaining unit member shall be required to serve more than one (1) probationary period with the Employer unless he/she has severed his/her employment and is later rehired.

2. A probationary bargaining unit member shall have no seniority until the completion of the probationary period at which time seniority shall be established from the last date of hire.

B. Seniority shall be defined as the length of continuous employment in a bargaining unit position and shall accrue on a bargaining unit wide basis from the last date of hire.

1. Last date of hire shall be defined as the first day worked in a bargaining unit position.

2. Should a bargaining unit member permanently transfer to a non-bargaining unit position with the Employer, seniority shall not continue to accrue; however, the bargaining unit member shall retain his/her seniority accrual until such time as he/she may return to the bargaining unit.

3. Relative rankings on the seniority list shall be determined by the last three (3) digits of the bargaining unit members' social security number. The bargaining unit member with the higher number shall be credited with greater seniority.

4. Part-time bargaining unit members shall accrue seniority as if they were employed fulltime.

5. Seniority shall be pro-rated for newly hired bargaining unit members.

6. Seniority shall continue to accrue while on layoff and during an unpaid leave of absence granted pursuant to this Agreement.

C. A bargaining unit member shall lose his/her seniority when:

1. He/she resigns or retires.

2. He/she is discharged, and the discharge is not reversed through the grievance procedure set forth in this Agreement.

3. He/she fails to return from an unpaid leave of absence within three (3) working days of the end of said leave.

4. He/she is absent for three (3) consecutive working days without notifying the Employer. Exceptions may be made by the Superintendent.

5. After such absences as listed in Sections 3 and 4 above, the Employer will send written notification to the bargaining unit member at his/her last known address that he/she has lost his seniority, and his/her employment has been terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.

D. For purposes of implementing Article 16, the Association President shall have super seniority. For purposes of layoff and recall, the Association President will be considered the most senior bargaining unit member in any classification in which he/she has worked. If there is available work within said classification(s), the Association President shall not be laid off. In the event no such work is available, the Association President shall be considered the most senior bargaining unit member in any classification in which he/she has worked for purposes of recall to vacancies.

The Association agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments, or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with Section D.

E. The Employer shall prepare, maintain, and post the seniority list on all Association bulletin boards annually. Posting of said list shall occur on or before October 1 in each year.

1. The seniority list shall include the name, the last three (3) digits of the social security number, date of hire and job title of all bargaining unit members entitled to seniority in the bargaining unit.

2. The bargaining unit member shall have thirty (30) calendar days following the posting of the seniority list in which to challenge the accuracy of said list. Should the bargaining unit member fail to challenge within the period provided above, the seniority credited on that list shall be deemed correct for said school year and not thereafter subject to challenge through the grievance procedure.

3. In the event of a typographical error not identified by the bargaining unit member in a timely fashion, the list will not be subject to change until the next annual posting of the seniority list. Any personnel changes initiated in the interim period in which seniority is utilized shall be based upon the list as posted including the typographical error(s). A challenge to said changes during the interim period, which are based upon a typographical error on the seniority list, are not subject to challenge through the grievance procedure.

4. Any personnel changes required as a result of correcting a typographical error when the next annual seniority list is posted will be subject to the grievance procedure. Any grievance submitted will be restricted to prospective remedy from the date the new annual list is submitted.

ARTICLE 16: LAYOFF AND RECALL

A. Layoff shall be defined as a reduction in the workforce.

B In the event it becomes necessary to reduce staff, the Employer shall meet with the designated Association Representative(s) at least twenty-one (21) calendar days prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the names of bargaining unit members scheduled for layoff and a list of the names of reassigned bargaining unit members, their job title and work location together with a copy of an updated seniority list.

C. Bargaining unit members to be laid off shall be provided with written notice at least fourteen (14) calendar days prior to the effective date of said layoff. Bargaining unit

Members whose positions have been eliminated shall be notified of either reassignment or layoff. The Association President shall receive a copy of all such notices.

D. In the event of a layoff, the following procedure shall apply:

1. All temporary employees shall be laid off unless there is no qualified bargaining unit member to perform the work.

2. Should further reduction be necessary, probationary bargaining unit members within the affected classification(s) shall be laid off unless there is no qualified, non-probationary unit member to perform the work.

3. Should further reduction be necessary, bargaining unit members shall be laid off in accordance with their seniority status with the least senior bargaining unit members within the affected classification to be laid off first unless there is no other qualified unit member to perform the work.

a. The Employer will reassign bargaining unit members within the affected classification(s) to facilitate the requirements set forth herein.

Such reassignment shall entitle the laid off bargaining unit member to displace the least senior bargaining unit member within his/her classification whose annual work hours most closely approximate, but do not exceed the number of annual hours to which the bargaining unit member was assigned prior to layoff.

If the implementation of reassignments under Section 3(A) results in a bargaining unit member losing their district paid health and dental insurance benefits under Article 21, that bargaining unit member will:

1. Upon written request to the Superintendent being made within one (1) district business day of receipt of the notice, be reassigned to a classification the employee had been formerly assigned to as a regular employee (excludes

Article 13 and 14 assignments) and had successfully completed the trial or probationary period.

2. Such reassignment shall entitle the laid off bargaining unit member to displace the least senior bargaining unit member within their former classification whose annual work hours most closely approximate, but do not exceed the number of annual hours to which the bargaining unit member was assigned prior to layoff.

b. A bargaining unit member without sufficient seniority to maintain a position within his/her classification shall be reassigned to a position within another classification provided he/she is otherwise qualified. Such reassignment shall entitle the laid off bargaining unit member to displace the least senior bargaining unit member whose annual work hours most closely approximate, but do not exceed the number of annual hours to which the bargaining unit member was assigned prior to layoff.

c. A bargaining unit member assigned to more than one (1) position (see Article12, Section H) shall be considered as occupying separate positions for purposes of reassignment under this Section.

4. With the exception of the bus driver classification, the foregoing procedure will be used in the event of a permanent reduction in hours in excess of thirty (30) minutes a day.

5. For purposes of this Article, an employee must meet the qualifications for a position on or before the first day the employee is scheduled to begin work in the position to which the employee is reassigned or recalled, as the case may be.

E. For purposes of this Article, classification shall be as defined in Appendix D.

F. The layoff procedures provided in this Article shall not be applied to the bus driver classification until such time as the bid procedures set forth in Article 10 has been affected.

G. Bargaining unit members shall not continue to accrue sick leave, salary steps, longevity credit or vacation credit while on layoff status, but shall have all previously accrued rights restored upon recall.

H. In the event of a layoff, the Association and the Employer may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of layoff.

1. A bargaining unit member may, at his option, request to waive his seniority in the event that the Employer institutes a layoff during the term of this Agreement.

2. Should the bargaining unit member elect to waive his seniority rights, such waiver shall not be construed to be a waiver of the right to be recalled from such layoff.

3. If such an agreement is reached, the Individual Agreement Form which is attached to and incorporated into this Agreement as Appendix B shall be completed by the bargaining unit member and filed by the Employer.

4. It is understood that a bargaining unit member who elects a voluntary layoff shall be recalled to a vacancy as provided in Section I and shall not have the right to displace another bargaining unit member.

5. Bargaining unit members shall not continue to accrue sick leave, salary steps, longevity, or vacation credit while on voluntary layoff status, but shall have all previously accrued rights restored upon recall.

6. The denial of a voluntary leave is not subject to the grievance procedure.

I. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first to any position for which he/she is qualified.

1. Notice of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.

2. A recalled bargaining unit member shall be given ten (10) working days from receipt of notice to report to work.

3. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work, provided the unit member reports within the above ten (10) day period.

4. Bargaining unit members recalled to a position for which they are qualified and the gross earnings for which equal at least ninety percent (90%) of the current regular gross weekly earnings of the classification(s) to which he/she was assigned at the lime of layoff are obligated to accept such work. Accordingly, a bargaining unit member who declines recall to such a position shall forfeit his/her seniority and right to recall.

5. Should the bargaining unit member fail to respond within ten (10) working days from receipt of written recall, he shall be considered as having resigned.

6. Recall rights shall terminate two (2) years from the effective date of the bargaining unit member's layoff except in the event of a voluntary layoff in which case the bargaining unit member's recall rights shall terminate three (3) years from the effective date of such voluntary layoff.

ARTICLE 17: MEDICAL EXAMINATIONS

A. The Employer shall require at the time of initial employment, a statement certifying an employee's fitness for work from a physician authorized to practice medicine under the laws of the State of Michigan.

B. After any extended illness or hospitalization, of five (5) or more workdays, the bargaining unit member shall provide the Superintendent with a statement from his/her physician certifying the bargaining unit member's fitness to return to work.

C. Any physical examination required by the Employer or appropriate State agency or law for continued employment shall be by a physician designated by the Employer and at Employer's expense.

D. The Employer may require a bargaining unit member to submit to a physical and/or psychological examination, which shall certify his/her fitness to continue his/her employment. Physical and/or psychological examinations requested by the Employer shall be made by a physician designated by the Employer without cost to the bargaining unit member. The Employer shall provide a list of at least three (3) doctors[1] names from which the bargaining unit member may select.

ARTICLE 18: LEAVES OF ABSENCE

A. Paid Leave

1. The abuse or misuse of paid leave is reasonable cause for discipline up to and including discharge. Should the Employer have reasonable cause to suspect abuse, a bargaining unit member may be required to provide medical or other verification in connection with the use of paid leave.

2. At the beginning of each contract year or school year whichever is applicable, ten (10) month bargaining unit members shall be credited with nine (9) days of sick leave and twelve (12) month bargaining unit members shall be credited with eleven (11) days of sick leave, the unused portion of which shall accumulate from year to year without limit.

    a. At the beginning of each contract year or school year, whichever in applicable, the Employer shall provide each bargaining unit member with a written statement which sets forth his/her total number of accumulated sick leave days.

    b. The bargaining unit member's accumulated leave time will be charged for the time required to recover from his/her own illness or disability.

    c. The bargaining unit member's accumulated leave time will be charged for up to five (5) days of sick leave for each year for incidents of critical

illness or injury among members of the bargaining unit member's immediate family.

1. Immediate family shall be defined as child, stepchild, spouse, grandparents, step-grandparents, grandchild, step-grandchild, parent, stepparent, or other members of the bargaining unit member's immediate household.

2. An additional five (5) days per year may be used for critical illness or injury of the bargaining unit member's spouse, child, stepchild, parent, stepparent, grandparent, or step-grandparent.

3. The bargaining unit member will provide medical verification of the illness or injury.

d. Sick leave which was earned prior to an unpaid leave of absence, or a layoff shall be held in reserve pending the bargaining unit member's return to the bargaining unit.

e. A bargaining unit member who is absent due to an injury incurred during the course of his/her employment and such injury is compensable under the Worker Disability Compensation Act of 1969, as amended, shall be considered to be on paid leave.

1. The bargaining unit member shall notify his/her immediate supervisor of any such injury immediately, if able. If the bargaining unit member is unable to notify the immediate supervisor at the time of the injury, the immediate supervisor or other representative of the Employer shall be notified within forty-eight (48) hours of such injury.

2. A bargaining unit member whose illness or injury is compassable under the Workers' Compensation Act shall be entitled to use his/her accumulated sick leave on a pro-rata basis to make up the difference between Workers' Compensation benefits and his/her regular daily rate of pay; provided, however, that this differential is not determined by a court or administrative agency of competent jurisdiction to be a required offset under Section 354 of the Workers' Compensation statute.

f. Should a bargaining unit member's employment be severed prior to the end of any work year, the bargaining unit member's final paycheck will be adjusted for any sick leave used in excess of the days earned.

3. At the beginning of each contract year, each bargaining unit member who works four (4) or more hours a day shall be credited with three (3) days of leave to be used for the bargaining unit member's personal business, except for a school day preceding or following a holiday/vacation period. Personal business days may be used at the discretion of the bargaining unit member.

At the beginning of each contract year, each bargaining unit member who works less than four (4) hours a day shall be credited with two (2) days of leave to be used for the bargaining unit member's personal business, except for a school day preceding or following a holiday/vacation period. Personal business days may be used at the discretion of the bargaining unit member. Bargaining unit members hired during the year shall receive the appropriate pro-rated portion of the foregoing personal leave.

a. A personal leave day shall be defined as the number of hours the bargaining unit member is regularly scheduled to work.

b. A bargaining unit member planning to use a personal business day(s) shall notify his/her principal/immediate supervisor in writing at least three (3) days in advance, except in cases of emergency.

c. No more than three (3) bargaining unit members in a building will be granted personal leave on any given day, except in cases of emergency.

d. Personal days will be granted or denied upon application to the building principal/immediate supervisor. The principal/immediate supervisor shall not deny personal leave except as provided herein.

e. Any unused personal days will be credited to the bargaining unit member's sick leave accumulation.

f. No more than two (2) personal days may be used in a row.

4. A bargaining unit member who is summoned for jury duty, or who is subpoenaed to give testimony in court shall, if possible, notify administration at least one (1) week prior to the date he/she is to begin serving on jury duty or testifying in court.

a. A bargaining unit member who is summoned and reports for jury duty or for testifying in court shall be paid the difference between the amount he/she receives from the court and his/her regular rate of pay.

b. It is understood and agreed that a bargaining unit member shall be required to report to work on any and all days he/she is not sitting as a juror or testifying in court.

c. To be eligible for the pay differential, a bargaining unit member shall furnish the Employer with a written statement from the appropriate public official listing the amount and the dates for which he/she received payment from any court.

d. Bargaining unit members who appear before a court of competent jurisdiction or an administrative body on behalf of the Employer shall suffer neither loss of leave time nor loss of salary.

5. A bargaining unit member shall be allowed up to five (5) working days as funeral leave days, not to be deducted from sick leave, for any death in the immediate family. Immediate family shall be defined as: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunts, uncles, niece, nephew, grandparents or grandchildren, stepparents or stepchildren, or a member of the bargaining unit member's household.

    a. Any bargaining unit member selected to be a pall bearer for a deceased bargaining unit member will be allowed one (I) funeral leave day with pay not to be deducted from sick leave. The Association President or his/her representative shall be allowed one (I) funeral leave day in the event of a death of a member of the bargaining unit for the exclusive purpose of attending the funeral.

    b. A bargaining unit member may be granted leave without pay to attend the funeral of any person who is not a member of the bargaining unit member's immediate family or household.

6. Except for the determination of overtime, for purposes of computing all benefits under this Agreement, paid leave shall be considered as time worked. Pay for leave day(s) shall be defined as the bargaining unit member's regularly assigned work hours.

B. Unpaid Leaves

1 The abuse or misuse of unpaid leave is reasonable cause for discipline up to and including discharge.

2. The reinstatement of bargaining unit members, who were inducted into any branch of the armed services, whether probationary or non-probationary, shall be in accordance with the Veterans Employment Reinstatement Act.

    a. Bargaining unit members who are interested in accordance with the Universal Military Training Act, as amended, and other applicable laws, and regulations, will be granted an unpaid leave of absence for a period not to exceed their seniority in order to attend school fulltime under applicable federal laws in effect on the date of this Agreement.

    b. Bargaining unit members who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the district when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limit. The Board, in its discretion, may extend said leave.

3. Upon prior written request from the bargaining unit member, an approved unpaid leave of absence shall be granted without loss of seniority for a period of one (1) year or, for a

period equal to the bargaining unit member's seniority, whichever is less, for the following reasons:

a. Serving in any elected or appointed position, public or Association.

b. Maternity leave.

c. Illness leaves (physical or mental).

d. Prolonged illness in immediate family.

e. Educational leave.

4. Members of the Association who are elected to attend Association conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions.

5. A non-probationary bargaining unit member with at least five (5) years of service to the district may be granted time off without pay provided the following conditions are met:

   a. The bargaining unit member shall apply in writing with the Superintendent at least four (4) weeks in advance of the intended time off. The decision of the Superintendent is final and is not subject to the grievance procedure.

   b. The bargaining unit member has used no more than a total of four (4) personal and/or sick leave days within the preceding eight (8) months. Long term illness and/or injury as verified in writing by a physician shall not count as one (1) of the four (4) days.

   c. The period of a leave shall not be more than ten (10) working days.

   d. No bargaining unit member may apply for more than one (1) leave of absence under these provisions in any fiscal year (July 1 to June 30).

   e. The bargaining unit member's absence shall not unduly impair the operation of the district.

6. Bargaining unit members who are eligible for leaves under the Federal Family Medical Leave Act will be afforded leaves in accordance with the following provisions:

   a. In addition to the provisions set forth below, Board Policy and Administrative Procedure will govern leaves authorized under the Family Medical Leave Act of 1993.

   b. In the event the policy and/or administrative procedures are being amended by the Board, the Association will be provided with written notice and the opportunity to negotiate with respect to the changes.

c. Eligible staff means an employee who has been employed by the district for at least twelve (12) months and who has worked at least 1250 hours during the previous twelve (12) month period.

d. The Board shall provide up to twelve (12) work weeks of unpaid leave to all eligible staff during any twelve (12) month period for one (1) or more of the following reasons:

1. The birth or care of a child.

2. The adoption or foster care of a child.

3. The care of a spouse, son, daughter, or parent if such individual has a serious health condition.

4. A serious health condition of the staff member which disables him/her from performing the responsibilities of his/her position.

A serious health condition may be an illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or which requires continuing treatment by a healthcare provider.

e. If a leave is necessitated by the serious health condition of the staff member or his/her family member, and is foreseeable based on planned medical treatment, the staff member shall, whenever possible, provide the Superintendent with thirty (30) calendar days' notice and shall schedule the treatment so as not to disrupt the regular operation of the District.

f. When the Superintendent and the staff member agree, such leave may be taken intermittently or on a reduced-schedule leave in the event of birth or adoption. The staff member may take intermittent or reduced schedule (half-days) leave when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the staff member has a serious health condition. In both cases, the taking of such leave will result in reducing the twelve (12) weeks leave period only by the amount of the leave actually taken.

When the duration of the leave is foreseeable based upon planned medical treatment and leave time will exceed twenty percent (20%) of the total number of workdays within that period, the staff member may be required to take leave in a block of time (not intermittently) or to transfer to an available, alternate position which better accommodates an intermittent leave. Said position shall be equivalent in pay and shall be one for which the staff member is qualified.

g. In the case of a serious health condition of a family member, the Superintendent will obtain medical certification from the physician of the family member. Said statement shall include the date the serious health condition began, the probable duration, appropriate medical facts regarding the condition, a statement that the staff member is needed to care for a family member and an estimate of the amount of time needed for such care.

Whenever the leave is necessitated by the staff member's own health condition, a statement from his/her physician will be required. The statement shall verify that the staff member is unable to perform the responsibilities of his position.

h. Subject to the limitations set forth in the Master Agreement that correspond to time under the Act for which unpaid time is afforded, the Board does require that all accrued paid medical, sick, or personal leave be substituted for the Family Medical Leave described in the policy.

i. During a family medical leave, the Board shall maintain the staff member's current coverage under the district's health insurance program.

j. At the end of any leave, the Board shall restore the staff member to his/her former position or to one that is equivalent in responsibility and compensation.

C. General Leave Provisions

1. Bargaining unit members shall be returned to the position held at the time the leave of absence was granted, or to a position to which his/her seniority entitles him/her.

2. Unpaid leaves of absence granted pursuant to this Agreement may be extended for a period not to exceed one (1) year at the discretion of the Employer.

3. The general leave provisions set forth herein shall not apply to leaves granted under the Family Medical Leave Act.

ARTICLE 19: HOLIDAYS AND VACATION TIME

A. The following days shall be paid holidays for all bargaining unit members: Labor Day, Thanksgiving Day and the Friday following, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, and July 4th.

In order to receive pay for July 4th, a bargaining unit member must work no less than ten (10) days during the month of July, unless he/she is on vacation or other paid leave. Exceptions to July 4th holiday pay may be approved by the Superintendent.

1. When the holiday occurs on Sunday, it will be observed on the following Monday. When the holiday occurs on Saturday, it will be observed on the preceding Friday.

2. In order to receive holiday pay, bargaining unit members must work the last workday preceding and the first workday following the holiday provided they are normally scheduled for work. If a bargaining unit member is unable to work on said days and still would like to receive holiday pay, the bargaining unit member must:

    1. Provide a doctor's note stating the bargaining unit member is unable to work on the said day(s).

    2. The bargaining unit member must have available sick days.

3. Presidents' Day will be a paid holiday only when school is not in session.

4. In the event Good Friday and/or Martin Luther King Day are scheduled for instruction, an alternate date will be established.

B. Bargaining unit members who are scheduled to work 2,080 hours in any year shall be credited with paid vacation time in accordance with the following schedule:

1. Upon employment and through the bargaining unit member's second year of employment, he/she shall be credited with vacation time at the rate of 5/6 of a day each month not to exceed eighty (80) hours in any year. Unused vacation time may accumulate from year to year up to a maximum of one hundred sixty (160) hours.

2. On the bargaining unit member's third anniversary, he/she shall be credited with vacation time at the rate of 1 1/4 days each month not to exceed one hundred twenty (120) hours in any year. Unused vacation time may accumulate from year to year up to a maximum of two hundred forty (240) hours.

3. On the bargaining unit member's fifth anniversary and every year thereafter, he/she shall be credited with vacation time at the rate of 1 2/3 days each month not to exceed one

hundred sixty (160) hours in any year. Unused vacation time may accumulate from year to year up to a maximum of three hundred twenty (320) hours.

C. Bargaining unit members who are twelve (12) month employees and are scheduled to work less than 2,080 hours (except 230-day special education bus drivers) in any year shall be credited with paid vacation time based upon their years of employment as set forth in Section B and computed in accordance with the following formula:

1. Add all the work hours regularly scheduled for a contract year. (July 1 to June 30).

2. Divide the total regularly scheduled work hours arrived at in item #1 above by 2080 hours.

3. Multiply the resulting percentage times the eligible vacation award as if for a full-year, full-time bargaining unit member. (20-days' vacation equals 8 hours x 20 days = 160 Total Vacation Hours.) Examples:

a. Bargaining unit members who are scheduled to work 40 hours a week for 40 weeks during the school year = 1600 hours
and 30 hours/week for 12 weeks during summer = 360 hours
Total 1960 hours

1960 total hours regularly scheduled = .9419 x 160 hrs. = 2080
150 3/4 vacation hours or 18 7/8 vacation days

b. A Special Education driver who is scheduled for 5 hours a day for 230 special education days = 5 hours x 230 days = 1150 hours

In addition, during the regular school year an additional bus run is in his/her schedule of 2 hours in length.
2 hours x 180 days = 360 hours Total 1510 hours regularly scheduled

The driver therefore has

1510 Total hours = .7260 x 160 hrs. = 116 1/4 vacation hours or
2080 14 1/2 vacation days

D. Unless good cause can be shown by the employee, vacation requests must be submitted at least seven (7) calendar days ahead of the date(s) requested. The requests are subject to the approval of the supervisor.

E. Vacation time may only be used in full or half day increments.

F. Bargaining unit members on approved vacation will receive holiday pay for any paid holiday which falls during his/her scheduled vacation.

G. A vacation may not be waived by a bargaining unit member to receive extra pay for work during that period.

H. If a bargaining unit member becomes ill and is under the care of a physician during his/her vacation, the vacation time will be rescheduled for that portion of vacation time under a doctor's care. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

I. If a bargaining unit member is laid off, retired, or severs employment, he/she will receive pay for unused accrued vacation credit. Should a bargaining unit member's employment be severed prior to the end of any work year, the bargaining unit member's final paycheck will be adjusted for any vacation days used in excess of the days earned.

J. While on vacation bargaining unit members will be paid their current payrate based upon their regularly scheduled day and will receive credit for any fringe benefits provided in this Agreement.

ARTICLE 20: COMPENSATION AND LONGEVITY PAY

A. The wages of bargaining unit members covered by this Agreement are set forth in Appendix A which is attached to and incorporated into this Agreement.

1. Bargaining unit members who work the second or third shift shall receive an additional thirty-five cents ($.35) an hour.

2. The mechanic will receive an additional sixty cents ($.60) an hour provided he possesses and maintains Heavy Duty Truck and Diesel Motor Vehicle Mechanics Certificate(s).

B. A bargaining unit member shall be paid for overtime in accordance with the following:

1. Rate of pay shall be at time and one-half of the appropriate hourly rate for all work performed in excess often (10) hours in any workday (Monday through Friday) or forty (40) hours in any work week.

2. The rate of pay for time worked on Saturday shall be time and one-half of the appropriate hourly rate of pay. The rate of pay shall be double the appropriate hourly rate for all work performed on Sunday and holidays as set forth in Article 19 of this Agreement. Double time on holidays shall be in addition to holiday pay.

3. When a shift extends beyond 12:00 midnight, it will not require the automatic payment of time and one-half on Saturday or double lime on Sunday. Time and one-half will be paid for all hours worked on the sixth day of the employee's work week and double time for all hours worked on the seventh day of the employee's work week.

4. Where a bargaining unit member's regular work week involves Saturday or Sunday, the requirement for overtime pay as set forth above will apply for the sixth and seventh day of the bargaining unit member's work week.

5. Paid time off regardless of its origins, shall not count for purposes of computing overtime.

C. Buildings will be open Wednesday from 9:00am – 12:00pm over the summer. One secretary will work those Wednesdays after their normal school-year calendar. For each day worked the secretaries will earn a half (1/2) compensation day.

D. A bargaining unit member who, at the Employer's request, reports for duty which is outside of his regular shift shall be guaranteed at least two (2) hours of pay at the rate of time and one half, excluding time worked continuously into the regular shift and continuously after the regular shift.

E. Should it be determined that a bargaining unit member has received compensation in excess of that earned, the Board will deduct the overpayment from the bargaining unit member's salary pursuant to MCLA 408.477; MSA 17.277(7). Said payroll deduction(s) shall be made for the same number of pay periods as the overpayment was permitted to accrue (maximum of one [1] year unless the Board and Association concur that due to the amount in question, a longer period of time is appropriate) except in the event of a layoff or an unpaid leave of absence pursuant to this Agreement. In the event of a layoff or an unpaid leave of absence, the overpayment will be deducted in equal installments, as maybe, from the bargaining unit member's remaining paychecks.

F. An annual longevity bonus will be paid to bargaining unit members on the first pay period following their anniversary date according to the following schedule:

Anniversary	
Upon completion of ten (10) years	$132
Upon completion of fifteen (15) years	$310
Upon completion of twenty (20) years	$486
Upon completion of twenty-five (25) years	$665

G. Bargaining unit members required in the course of their work to drive their personal automobile shall be reimbursed for mileage at the rate allowed by the IRS.

H. Employees that wish to retire shall give at least two (2) weeks prior written notice. Any employee (full-time or part-time) who has completed ten (10) or more years of continuous service in the district, who has at least fifty (50) sick days, and who submits retirement paperwork with the ORS and the District shall receive severance pay in the accordance with the following schedule:

1. The District/School Board shall contribute to the employee’s designated 403(B) account a lump sum equal to said person’s years of service with the district.

2. A severance payment of one hundred dollars ($100) per year of service will be paid upon retirement.

ARTICLE 21: INSURANCE BENEFITS

A. Except as set forth at Section K of this Article, the Employer shall provide partial premiums for non-probationary bargaining unit members regularly scheduled to work at least six (6) hours a day (30 hours or more a week) toward the health, vision, and dental insurance plans outlined in this article.

1. Bargaining unit members with more than one (1) position within the bargaining unit are not eligible to combine hours of employment for purposes of insurance benefit eligibility.

2. Subject to the provisions of Section B premiums will be paid for a full twelve (12) month period.

3. Bargaining unit members hired after June 30, 2006, must be regularly scheduled to work at least 1600 hours per year to qualify for benefits.

B. An eligible bargaining unit member is responsible for the completion of all necessary documents and for fulfilling any other requirements set forth by the insurance underwriters/administrators.

C. A bargaining unit member shall report changes in family status to the Personnel Office within thirty (30) days of such change. The bargaining unit member shall be responsible for any overpayment of premiums made by the Board on his behalf for failure to comply with this provision.

Sponsored dependents or others not falling within the insurance underwriters and/or insurance administrator's definition for single, two (2) party or full family coverage, will not be eligible for benefits; however, same will be made available through payroll deduction for the bargaining unit member to purchase at his/her expense.

D. Eligible bargaining unit members may enroll in Blue Cross/Blue Shield HSA Plan with a $2,000 single and $4,000 two (2) party and full family annual deductible funded by the district for in-network services.

E. A bargaining unit member who is eligible for hospitalization insurance but does not enroll, will be eligible to receive $245.00 per month in cash, which in the alternative may be utilized toward those programs set forth in Article 5, Section E.

F. Eligible bargaining unit members will be covered by a dental plan which will provide in general, 80% basic with incentive, 60% major, $1,000.00 annual maximum.

G. Eligible bargaining unit members will be covered by the same health, vision, and dental plans, which are provided to teaching and administrative staff. Notification of premium increases reported to Association president.

H. Bargaining unit members who are regularly scheduled to work ten (10) hours or more per week will receive premium payments toward $15,000 in-group term life insurance coverage with AD&D. The Employer reserves the right to change life insurance carriers provided the benefit level is the same.

I. Bargaining unit members who are not eligible for paid insurance premiums may be allowed to join the group plan at the group rates provided the carrier allows same and provided the bargaining unit member's payment is in the business office seven (7) days prior to the first day of each month.

J. Except as provided in Article 18, Section B.4, benefit coverages will cease upon resignation, retirement, discharge, and layoff and during an approved, unpaid leave of absence.

1. Unpaid days off which are in excess often (10) days in any fiscal year (July 1 to June 30) will result in a per diem deduction of insurance premiums beginning with the eleventh (11th) day.

2. Any per diem deductions due under this provision will be payroll deducted.

K. It is understood by both parties that the entire hospitalization plan including, but not limited to eligibility, coverage, payment, liability, and benefits, are subject to the terms, provisions, and conditions of the carrier. In the event any portion of the Article does not meet the terms, provisions and/or conditions of the carrier, at any time, that portion of the Article shall be voided to the extent it does not comply and the Employer shall not be held liable for any claims, coverage, liability, payments or benefits due to said change.

1. The foregoing waiver shall apply to any matter described above whether challenged by the association, individuals, or group of individuals.

2. If the insurance carrier changes its terms, or conditions during the term of this agreement in such a fashion that this article no longer meets with the terms, provisions or conditions of the carrier, the impact of the change shall be subject to negotiation.

L. During the term of this agreement, eligible bargaining unit members shall pay 20% of the health care premium cost. The district will pay 80% of the health care premium cost.

M. The Employer will formally adopt a qualified plan document including a salary reduction agreement, which complies with Section 125 of the Internal Revenue Code. The cost associated with establishing the initial plan document(s) and for fulfilling future reporting requirements will be assumed by the Employer.

ARTICLE 22: NEGOTIATING PROCEDURES

A. This Agreement constitutes the sole and entire Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon, the Employer and the Association. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between, and executed by, the Employer and the Association. The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of all its terms and conditions.

B. Sixty (60) days prior to the expiration of this Agreement either party may submit written notice to the other of the intent to amend this Agreement.

C. There shall be no less than four (4) signed copies of this Agreement. Two (2) such copies shall be retained by the Employer and two (2) such copies shall be retained by the Association.

D. When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification and/or wage rate, the matter shall be subject to negotiation between the parties within thirty (30) calendar days of such placement.

E. Up to five (5) bargaining unit members will be released from their normal responsibilities without loss of pay or leave time when the parties to this Agreement mutually agree to enter into collective bargaining during the established business hours.

F. Except for those rights, which are reserved, to the Board in this Agreement, when the Board is considering the adoption or a change in policy or administrative rules, which affect a mandatory topic of bargaining under PERA, the Association President will be notified in writing. In the event the Association wants to negotiate relative to the impact of such changes, the Association President will notify the Superintendent in writing within seven (7) calendar days of receipt of such notice.

ARTICLE 23: MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relationship of the parties here to. Should any provision or application be deemed invalid, the parties shall negotiate a suitable replacement for such provision or application upon request by the Association.

B. It is the intent of the parties to this Agreement that the Grievance Procedure as set forth herein shall serve as the means for peaceful settlement of all disputes that may arise between them. In recognition of this fact, the Association agrees that during the term of this Agreement, neither the Association, its agents, nor its members will authorize, instigate, aid, or engage in a work stoppage, slowdown, or a strike against the Employer. The Employer agrees that during the term of this

Agreement there will be no lockout. A lockout shall not be interpreted to include periods when bargaining unit members are sent home due to a strike by another bargaining unit.

C. Programs which are conducted through the facilities of the Leslie School District, but under the auspices of some other agency or in which the District does not have complete budgetary control, may deviate from the aforementioned compensation and benefits when the other agencies have a prescribed rate of pay differing from that established in this Agreement. The Reaching Higher, Headstart, and summer recreational programs are cited to exemplify the types of situations intended for this provision wherein a cook and bus drivers are employed by those programs. It is understood that these assignments are voluntary and not a condition of employment.

ARTICLE 24: DURATION OF AGREEMENT

This agreement shall be in effect upon Board ratification and shall continue in full force and effect.

through June 30, 2028

In Witness thereof, the parties to this Agreement have caused its execution.

For the Employer:	For the Association
_____	_____
Superintendent	LESPA President
DATE 6/19/2026	DATE 6/19/2026

Appendix A: CLASSIFICATIONS AND HOURLY WAGE RATES

Effective July 1, 2026 – June 30, 2027

Steps/years of service	New Hire	1yr.	2 yr.	3 yr.	4 yr.	5yr.	6 yr.	7 yr.	8 yr.	9 yrs. +
Mechanic	$26.43	$26.68	$26.68	$26.98	$26.98	$26.98	$27.33	$27.33	$27.33	$27.83
Maintenance	$26.43	$26.68	$26.68	$26.98	$26.98	$26.98	$27.33	$27.33	$27.33	$27.83
Interpreter Aide	$22.02	$22.27	$22.27	$22.57	$22.57	$22.57	$22.92	$22.92	$22.92	$23.42
Bus Driver	$22.64	$22.89	$22.89	$23.19	$23.19	$23.19	$23.54	$23.54	$23.54	$24.04
Secretary	$18.83	$19.08	$19.08	$19.38	$19.38	$19.38	$19.73	$19.73	$19.73	$20.23
Instructional Aide	$17.22	$17.47	$17.47	$17.77	$17.77	$17.77	$18.12	$18.12	$18.12	$18.62
Kitchen Manager	$16.92	$17.17	$17.17	$17.47	$17.47	$17.47	$17.82	$17.82	$17.82	$18.32
Kitchen Assistant	$15.69	$15.94	$15.94	$16.24	$16.24	$16.24	$16.59	$16.59	$16.59	$17.09
Non-Instructional Aide	$15.25	$15.50	$15.50	$15.80	$15.80	$15.80	$16.15	$16.15	$16.15	$16.65
	New Hire/4 yrs.serv.	**5 yrs. Service/ +**								
Temporary Assignment	$17.20	$17.70								
Extra Trip rate for Bus Drivers	$15.50									

($0.50 raise) Effective July 1, 2027 – June 30, 2028

Steps/years of service	New Hire	1yr.	2 yr.	3 yr.	4 yr.	5yr.	6 yr.	7 yr.	8 yr.	9 yr.
Mechanic	$26.93	$27.18	$27.18	$27.48	$27.48	$27.48	$27.83	$27.83	$27.83	$28.33
Maintenance	$26.93	$27.18	$27.18	$27.48	$27.48	$27.48	$27.83	$27.83	$27.83	$28.33
Interpreter Aide	$22.52	$22.77	$22.77	$23.07	$23.07	$23.07	$23.42	$23.42	$23.42	$23.92
Bus Driver	$23.14	$23.39	$23.39	$23.69	$23.69	$23.69	$24.04	$24.04	$24.04	$24.54
Secretary	$19.33	$19.58	$19.58	$19.88	$19.88	$19.88	$20.23	$20.23	$20.23	$20.73
Instructional Aide	$17.72	$17.97	$17.97	$18.27	$18.27	$18.27	$18.62	$18.62	$18.62	$19.12
Kitchen Manager	$17.42	$17.67	$17.67	$17.97	$17.97	$17.97	$18.32	$18.32	$18.32	$18.82
Kitchen Assistant	$16.19	$16.44	$16.44	$16.74	$16.74	$16.74	$17.09	$17.09	$17.09	$17.59
Non-Instructional Aide	$15.75	$16.00	$16.00	$16.30	$16.30	$16.30	$16.65	$16.65	$16.65	$17.15
	New Hire/4 yrs.serv.	**5 yrs. Service/ +**								
Temporary Assignment	$17.70	$18.20								
Extra Trip rate for Bus Drivers	$16.00									

**** for job titles associated with these classifications see Appendix D**

Appendix B: INDIVIDUAL AGREEMENT FORM

The undersigned hereby agrees to voluntarily waive his seniority for the purposes of the Leslie Public Schools impending institution of a layoff under this Agreement.

This waiver pertains solely to the order in which said bargaining unit member might be laid off during the period of this Agreement.

Signature _____ Date _____
Bargaining Unit Member

Signature _____ Date _____
Association Representative

Signature _____ Date _____
Employer Representative

Appendix C: GRIEVANCE REPORT FORM

Grievance # _____

GRIEVANCE REPORT

Distribution of Form
1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant(s)

Building Classification Name of Grievant Date Filed

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Contract Violation _____

3. Relief Sought _____

_____/_____
Signature Date

C. Disposition by Principal/Supervisor _____

_____/_____
Signature Date

If additional space is needed, attach an additional sheet. *(Note: Continued)*

D. Position of Grievant and/or Association _____
_____
_____
_____

_____/_____
Signature Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____
_____
_____
_____

_____/_____
Signature Date

C. Position of Grievant and/or Association _____
_____
_____
_____

_____/_____
Signature Date

Appendix D: CLASSIFICATIONS

A. For the purposes of Article 16 (Layoff and Recall) and Article 12 (Vacancies, Promotions and Transfers) bargaining unit classifications shall be as follows:

Classification	Position(s) in the Classification
Bus Driver	All Bus Driver positions
Food Services	Kitchen Managers and Kitchen Assistants
Non-Instructional Aides	Hall Monitor, Bus Aide, Noon Hour/Playground Workers, GSRP Lunch Relief Aide
Administrative Secretaries	All Secretarial positions
Instructional Aides	Reading Aides, Math Aides, Special Education Aides, Media Specialist Clerk
Mechanic	Mechanic position
Maintenance/HVAC	All Maintenance positions
Interpreter Aides	Interpreter Aides

B. An interpreter aide may be qualified for positions within the instructional and non-instructional classifications; however, instructional, and non-instructional aides shall not be qualified for an interpreter aide position unless they have acquired and possess the appropriate certification.