

MASTER AGREEMENT

between

**Onsted Community Schools
Board of Education**

and the

**Onsted Educational Support
Personnel Association,
MEA/NEA**

July 1, 2008 – June 30, 2011

AGREEMENT

This Agreement is made and entered into this 14th day of August, 2008 by and between the Onsted Community Schools Board of Education (hereinafter called the "Board") and the Onsted Educational Support Personnel Association, MEA/NEA (hereinafter called the "Association").

ARTICLE I**RECOGNITION**

- A. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965 as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement.
- B. The Board recognizes the Association as the sole and exclusive bargaining representative for all assistant, custodial, maintenance, food service, and transportation employees, but excluding the superintendent's secretary, accountant and supervisory employees, substitutes and all others.
- C. Unless otherwise indicated, use of the term "Employee"/"Bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.
- D. It is expressly understood and agreed that a substitute shall in no case fill a permanent bargaining unit position for a period in excess of the probationary period, except to fill in for approved leaves of absence.
- E. All references to "days" shall mean business days of the Board office exclusive of Saturdays, Sundays or holidays unless otherwise specified.

ARTICLE II**BOARD RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees, including physical conditions.
 7. Determine the location or relocation of its facilities, including the establishment or relocations or new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

- C. 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, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.
- D. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

- A. The Association and its members may use the school building facilities in accordance with Board policy as long as such use does not interfere with job responsibilities and every day operations.
- B. Association representatives shall not lose time or pay for authorized time spent in grievance hearings, negotiations preparation or negotiations during their regularly schedule working hours if approval has been given by their immediate supervisor and the Superintendent and/or his/her designee. The time must be requested in writing no less than (2) days prior to the meeting and include names of employees participating.
- C. An employee shall be entitled to have an Association representative present in any meeting with his/her supervisor or a representative of the Employer whose purpose is to discipline the employee. When a request for such representation is made, no further action shall be taken until a representative can be present, but in no case shall action be suspended for more than twenty four (24) hours.
- D. No non-probationary employee shall be disciplined without just cause. Dismissal, suspension and/or other disciplinary action shall be only for just and stated cause, which shall be given to the employee in writing with exception of verbal discipline.
- E. Due process will be followed in disciplinary actions of non-probationary employees which may include verbal warnings or reprimands, written warnings or reprimands, suspensions with or without pay, or dismissal. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and, therefore, might begin at any level. Only dismissals, suspensions or written reprimands shall be subject to the grievance procedure.
- F. Personnel File
 - 1. An employee shall have the right to schedule with the Superintendent's office a review of the contents of his/her personnel file, excluding initial references, of the district pertaining to the employee originating after initial employment and to have a representative of the Association accompany the employee in the presence of the employer in such review.

2. No material of a disciplinary nature will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written comment regarding any material and the same shall be attached to the material in question. An employee shall sign the material indicating its presence and his/her awareness if requested. Such signature shall not necessarily mean agreement with the material.
 3. All recommendations to outside employers, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.
 4. In the event a third party is requesting the personnel file of an employee, the Association and the affected employee will be notified immediately.
- G. The Board will furnish a copy of this agreement to each employee in the bargaining unit and to each new employee and ten (10) copies to the Association. The Board shall pay the cost of printing this Agreement.
- H. Any case of verbal and/or physical assault or threat upon a bargaining unit member shall be promptly reported to the Employer. In the event that the verbal and/or physical assault or threat is perpetrated by the employee's immediate supervisor, the employee shall then promptly report the incident to the next level of Administration in the chain of command. The Employer shall render all reasonable assistance it deems necessary to the bargaining unit member, when possible, to prevent injury. (see Onsted Community Schools Bylaws and Policies Article 3362 – Harassment of Staff or Applicants)
- The Board will not require employees to search for weapons or bombs. Employees will not be required to disarm or detain an intruder. However, employees will participate and be actively involved in the District's crisis response plan.
- The Association will be notified if there is a change of the Board's policy on liability insurance and the Board and the Association will negotiate.
- I. Upon request of the Association, with the approval of the administration and the presentation of proper credentials, officers or accredited representatives of the Association may be admitted onto the Employer's premises during working hours for the purpose of adjusting grievances, providing that said visitation shall not disrupt the work schedule of any employee. Association representatives will check in with the administration prior to being admitted on the premises.
- J. The employees will be represented by an Association Representative for each classification who shall be chosen or selected in a manner determined by the employees and the Association and whose name shall be made known to the Employer in writing.
- K. The Board shall supply the Association with the following information for each newly hired bargaining unit employee: name, date of hire, address, social security number, classification and current job location.

- L. Right to Support Association: Pursuant to applicable Michigan Statutes, the Board hereby agrees that every employee of the Board of Education covered under this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage or deprive or coerce any employees in the enjoyment of any rights conferred by Act 379 of the State of Michigan or of the Constitution of the United States.
- M. Posting Notices and School Mail: The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin Boards, at least one of which shall be provided in each school building and the Association shall have the right to use the Interschool mail carrier system to send notices and other Association information to members.

The Association shall have the right to use the internet/intranet for Association business outside of the work schedule.

- O. Payroll Deduction of Dues: The Board shall make dues or service fees deductions from each employee's pay for employees submitting signed payroll deduction authorization forms to the Board and remit to the designated financial officer of the Association the full amount collected no later than twenty (20) days after each designated deduction date together with a listing of each employee, and the amount that is deducted.
1. The Association President shall notify the payroll office in writing of the amount of dues or any changes in the amount no later than twenty (20) days prior to a designated deduction date.
 2. Individual deduction authorizations will be filled out by employees annually.
 3. Designated deduction dates shall be set annually by the district business manager and the Association treasurer.
 4. All bargaining unit members shall as a condition of employment (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorized payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the written request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.
 5. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to nonunion bargaining unit

members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association's Policy and Procedures.

6. The Union 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, judgment 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 this Article. If at any time this save harmless is declared unenforceable or void, the Agency Shop provision of this agreement shall be declared nugatory. The Association has the right to choose legal counsel to defend any said suit or action.

ARTICLE IV

WORKING CONDITIONS

- A. If there is a conflict in directives from more than one supervisor, employees shall follow the directive from the immediate supervisor.

In the event the district schedules a community service worker to work with the bargaining unit members, the supervisor will assign duties, handle paperwork and check the worker periodically. Bargaining unit members will not be responsible for such community service workers.

- B. The work year and daily schedule of each bargaining unit member shall be established by the Employer to meet the needs of the District.

In the event there is a multiple, consecutive day assignment, the district will employ the same custodial/maintenance employee for all days, i.e., Saturday, Sunday, 6th grade camp, and art fair would have the same custodial/maintenance employee working.

Employees working six (6) hours or more will receive an unpaid one-half (1/2) hour lunch break. The Head Cooks/substitute head cooks who work six (6) or more hours daily and the assistant Head Cook/cook, who works five (5) hours daily, will receive a daily, paid one-half (1/2) hour paid break.

All bargaining unit members will receive a fifteen (15) minute paid break for four (4) hours of work a day.

Playground assistants who work five (5) hours a day or more a day will receive an unpaid, thirty (30) minute lunch.

Every attempt will be made to schedule breaks within the first four hours of the work day and after one hour of the beginning of the work day.

- C. Bargaining unit members may be required to log their hours by the use of a time clock or any other method as determined by the Employer.
- D. The minimum call-in time for emergency situations shall be two (2) hours of pay.
- E. Overtime Rates: Overtime of time and one-half will be paid for all hours worked in excess of forty (40) hours in one week, Saturdays and on holidays. Forty (40) hours in one week will include holidays and leave pay when calculating overtime. Time over regular assigned work hours will be offered to each bargaining unit member of the classification on a rotating basis based on seniority. Refusal will count as hours worked. Double time will be paid for all hours worked on Sunday and time and one-half for time spent on furnace checks. Time and one-half will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period for food service staff required to work during the week of sixth grade camp. Employees on paid leave may not schedule overtime prior to said leave, or during said leave. In the absence of an employee on paid leave, overtime shall be offered to the next eligible employee based upon seniority.

Unless directed otherwise bus drivers will have no responsibilities or duties during lay over time. The busses will remain at assigned location except with permission. Bus drivers will only be paid overtime as required by law.

- F. Overtime during the week will be covered by the use of an overtime chart and will be offered to each bargaining unit member by classification within each building in rotation based on seniority. An employee whose assignment is split between two (2) buildings will be placed on the overtime chart in both buildings.

Weekend overtime will be rotated amongst all members of the classification district wide.

On Tuesday's meeting before the upcoming weekend, employees' overtime will be scheduled.

The overtime chart will be updated weekly and posted in the Intermediate Building workroom.

1. Call in time on the weekend for absence to the custodial supervisor will be no later than one and one-half hours prior to the normal, scheduled work report time for custodian/maintenance employees.
2. In the event of a school delay or a school cancellation, the custodial supervisor will contact all of the custodian/maintenance employees. All custodian/maintenance employees will give the custodial supervisor a telephone number including a second contact number, if available. (For example, a second number may be a cell phone number or 2-way radio number.)

3. In the event of overtime, the custodial supervisor will follow the overtime chart rotation and contact the custodian/maintenance employee next in the rotation by using the following order of contact:
 - a. Contact the custodian/maintenance employee in person or by telephone to accept or refuse overtime.
 - b. If the custodian/maintenance employee is not available to accept or refuse the overtime, the custodial supervisor will leave a message on the custodian/maintenance employee's answering machine. The custodial supervisor would try other contact number(s), if available.
 - c. If unable to make contact, the custodian/maintenance employee next in rotation would be contacted to be offered overtime following the overtime chart.

Overtime that is refused by a bargaining unit member will be charged on the overtime chart for the purpose of rotation. The Employer reserves the right to assign overtime if no volunteers are available.

In the event a bargaining unit member agrees to replace a supervisor, the bargaining unit member will receive additional compensation in the form of a stipend of twenty-one dollars (\$21.00) a day.

Stipend is for absences of five (5) consecutive days of absence or more, retroactive to the first day of absence.

Responsibilities will be discussed prior to the supervisor's absence.

- G. Employees may be required to attend meetings, work-related court appearances, workshops, other types of in-service sessions at the request of the supervisor and with administrative approval. When occurring outside of an employee's normal work hours, affected employees shall receive their regular hourly rate for all hours spent at meetings, work-related court appearances, workshops or in-service sessions plus direct expenses of mileage and/or meals if prior approval has been given by the administration

Following the annual, mandatory orientation, the board will pay for one, two-hour Association meeting.

When occurring within an employees normal work hours, affected employees shall receive their regular hourly rate plus direct expenses of mileage and/or meals if prior approval has been given by the administration.

H. ESEA/No Child Left Behind Act

Qualifications of Title I Assistants:

1. Assistants hired on or before January 8, 2002 and required by the ESEA "No Child Left Behind" Act of 2001 to meet the requirements of 20 USC 6319 (c) by January 8, 2006 shall:

- a. Obtain a secondary school diploma or its recognized equivalent by January 8, 2006; and
- b. Satisfy the requirements of 20 USC 6319 (c) by:
 - (1). Completion of at least sixty (60) hours of study at an institution of higher education; or
 - (2). Obtaining an associate's (or higher) degree; or
 - (3). Passes a state or local academic assessment establishing that the assistant has knowledge of and the ability to assist in instructing reading, writing and mathematics.

Note: If an assistant has been determined by the Michigan Department of Education or Federal guidelines as meeting the requirements of 20 USC 6319(c), then he/she shall be considered by this school district as meeting the requirements, and 1.b. above is not applicable.

2. For current assistants who need to satisfy section 1.b. (3) above in order to meet the requirements of 20 USC 6319 (c), training shall be provided to assist in the satisfactory completion of the requirement. If a teacher assistant is required to take NCLB training beyond the work day to continue his/her employment the employee will be paid at the bargaining unit members' regular hourly rate. Training must be pre-approved by the Board.
 3. An employee subject to the requirements of 20 USC 6319 (c) who is unable to meet the requirements by the deadline established by law shall be transferred to another bargaining unit position of equal pay and hours as soon as such a vacancy occurs; provided he/she does not otherwise apply for and receive such a position. In the event no such vacancy is available, s/he will be considered surplus and be subject to the provisions of Article VII – Layoff/Recall, and further provided that said transfer shall not supercede the vacancy, transfer, layoff or recall provisions of the Agreement.
- I. The Board shall provide without cost to the employee any safety equipment it deems necessary to perform the job.
 - J. The Board retains the right to contract or subcontract.
 - K. In the event school is canceled prior to the start of the employees' workday due to inclement weather or conditions not within control of the District, the following procedures will apply:
 1. Custodial/Maintenance employees, the Bus Mechanic and Garage Assistant, shall continue their practice of reporting at 9:00 a.m. on snow days and upon completing their duties may leave without loss of pay.
 2. In any case, the employees stated above in K 1 will work a minimum of four (4) hours.

In the event school is canceled during the student day, custodial/maintenance employees shall report for a minimum of four (4) hours and complete essential duties. Employees may then leave with no loss of pay.

3. Essential duties may include snow removal, attending to some type of malfunction that to leave unattended would cause damage or other duty that needs to be taken care of before school re-opens.
 4. Transportation, Food Service, and Assistant employees will receive their regular pay for the first five (5) "Act of God" days and will not be required to report to work. After the first five (5) "Act of God" days, employees in these classifications will not be required to report to work, but will not be paid. Lost wages will be made up if the number of days or hours missed is such that additional days or hours of school will be added for student attendance. For the purpose of this article, a day shall be defined as the number of hours an employee is scheduled to work for said day.
 5. In the event of a delay the cooks will not report to work until the bus drivers are on the road
- L. In the event school is canceled after the start of an employee's workday due to inclement weather or conditions not within the control of the District, the following procedures will apply:
1. Custodial/Maintenance employees shall complete essential duties and then may leave with no loss of pay.
 2. Other bargaining unit members will be dismissed following any necessary activities and will be paid for the actual hours worked. In the event the District needs to make up such days to receive State Aid and the District elects to make up the day(s), these employees will be paid for time actually worked on the make up day. If employees report to work and are sent home for any reason, employees will be paid two hours of their normal hourly rate. If school is going to be canceled, all employees, with the exception of bus drivers, shall be notified at least one hour prior to the normal arrival of the workday or work shift. Bus drivers shall be notified of delay or cancellation by 6:00 A.M.
 3. If employees report to work and school is canceled and/or sent home for any reason, employees will be paid (2) two hours of their normal hourly rate. Bus drivers will receive their normal run rate.
- In the event of inclement weather and school is cancelled/delayed and the employee is unable to report to work, the employee will be afforded the opportunity to utilize a paid leave day. Paid leave day may be prorated if the employee is able to report later in the day or if the inclement weather day is not a full day of work.
- M. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students and safety concerns in the bargaining unit members' assigned work area.

- N. Food Service Substitutes: The food service director will call and place a substitute for absent employees. An effort will be made to give regular employees more hours than substitutes in each respective kitchen.
- O. A reasonable effort will be made to employ a food service substitute and custodian/maintenance substitute whenever a regular employee is absent if the substitute is needed.
- P. On a case-by-case basis, the District will determine what training, if any, should be provided to an employee assigned to a medically fragile student. If after being assigned to a medically fragile student, an employee has concerns regarding that student, the employee may call a meeting with his/her immediate supervisor.
- Q. In an effort to keep the lines of communication open, the district and the Association may meet bi-annually to discuss concerns during non-working hours with no compensation.
- R.
 - 1. Classroom assistants will receive the same in-service training as the teachers, where appropriate. Proper notice of such training will be given.
 - 2. Professional development shall be scheduled for all classifications on an alternating, every other year basis with the exception of the continuing education classes that bus drivers take. The district and the Association will work together on such programs. (i.e. Bus evacuation, fire extinguishing, CPR, interpersonal skills, etc.) The district will have the final decision on such programs.
- S. On days when the wind chill factor is at or below 10 degrees F according to the Channel 11 weather station or other local source, students will have indoor recess.
- T. It is recognized that the Internet/Intranet is a vast resource capable of providing enhanced information gathering and communication skills to assist educational, employment-related and Association endeavors.

 Bargaining unit members will receive the Board's policy on internet/intranet acceptable use.

 The Association accepts the terms of the Board's policy as a working condition.

 If the terms of the Board's policy change, the Board will give notice.

<p>ARTICLE V</p> <p>SENIORITY</p>

- A. A newly hired employee shall be on a probationary status for the first ninety (90) days of employment, taken from and including the first day of employment following recommendation for a position.

- B. “*Seniority*” shall be defined as the length of an employee's continuous service within his/her respective classification from his/her first day of employment following recommendation for a position into that classification until such time as he/she moves out of that classification, at which time his/her seniority will be frozen in the previous classification.

First day of employment following recommendation for a position is defined as the first paid day of work in the classification.

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first day of employment following recommendation for the position. Seniority shall not transfer from one classification to another.

- C. An employee will lose their seniority for the following reasons:

1. The Employee resigns.
2. The Employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
3. The Employee retires.
4. The Employee is on layoff for one (1) year or the length of his/her seniority whichever is greater but not to exceed two (2) years.
5. The Employee fails to return from leave on the agreed upon date provided an extension has not been approved.
6. The employee abandons his/her position.

- D. Seniority shall be retained, but not accumulated, for an employee on an unpaid leave of absence pursuant to the Agreement or on layoff for a period not to exceed one (1) year or the length of his/her seniority whichever is greater but not to exceed two (2) years. Seniority shall continue to accumulate for an employee on any approved paid leave of absence pursuant to this Agreement.

- E. Transfers Out of Bargaining Unit or Classification: Seniority shall be retained, but not accumulated, for an employee who transfers to a position outside of the bargaining unit within the school district providing the position is not a temporary or substitute position. That employee has the right to exercise the seniority that he/she had accumulated while he/she was a member of the bargaining unit. He/she has a right to return to the bargaining unit and displace the lowest seniored employee in the bargaining unit, in the event that such employee vacates his/her position outside of the bargaining unit.

- F. A seniority list shall be furnished to the Association on or about September 30th of each year. If the Association does not challenge the list within thirty (30) days of its publication, it shall be deemed as controlling in all matters relative to seniority until the list is published the following year. Such list shall contain each employee's name and date of hire for each classification.

G. In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be first determined by total years of service in the district. If a tie still exists, employees shall be ranked in order of the highest four digit numbers taken from the last four digits of each employee's social security number.

H. Effective July 1, 2006 the classifications will be as follows:

1. Food Service
2. Assistants
3. Custodial/Maintenance/Assistant Mechanic/Repairman/Mechanic/Grounds Repair Person
4. Bus drivers

Each position will be posted and there are different qualifications for each position.

I. A bargaining unit member who resigns and subsequently is re-employed before any student contact time is lost may be re-employed under the following conditions:

1. Seniority will be lost and the bargaining unit member's seniority will begin again following the rehire.
2. The employee who is rehired without loss of student contact time will be reinstated to current wage scale and will not be required to serve a probationary period.

ARTICLE VI

VACANCIES, TRANSFERS AND ASSIGNMENTS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled which the Employer does intend to fill. In the event the district is not going to fill a position, the district will notify the Association.
- B. Notice of all vacancies in the bargaining unit shall be posted for at least five (5) working days. A posted vacancy will include the maximum number of hour's rate of pay and classification. Notice of postings will be displayed in prominent places on visible bulletin boards. The Association President will receive as many copies as requested for distribution. Employees interested must apply for the position within the five (5) working days of the posting period provided, however, the employer is not obligated to consider bids from employees who have bid on a position and successfully completed the probationary period set forth in Paragraph C of this Article anytime within the prior twelve (12) months, except in the event there are no other internal applicants, such an employee will be considered. The most highly qualified applicant for a particular vacancy will be selected by the district. However, when in the determination of the district, qualifications of both internal and external applicants are equal the internal applicant with most seniority will be granted the position. All applicants will be notified in writing of the district's decision.

A bargaining unit member who applies for a vacancy or a transfer may attach an updated resume and/or letters of recommendations to their letter of interest for the district's consideration.

Bargaining unit members will be invited to the interviews for input on the selection process of newly, hired principal/supervisor when there is an interview selection committee. The final decision will be made by the administration and the Board.

The Association will notify the Board of the bargaining unit members from each classification who will partake in the interview process.

- C. A newly promoted or transferred employee shall serve a probationary period of ninety (90) working days in the open position. The newly transferred or promoted employee shall immediately receive the probationary or present rate, whichever is higher, for the new classification if the transfer has been a promotion. During the time period that the employee is serving the probationary period, the Board shall provide the employee with periodic written evaluations as to the employee's work performance. For transfers occurring within the employee's same classification, the ninety (90) working days probationary period shall be waived. To qualify for waiver of said probationary period, employee must have completed a full ninety (90) working days probationary period in the same classification in which the transfer occurs.

During the probationary period the Employer may return the employee to his/her former position.

- D. The Board shall have the right to hire a temporary employee during the time that an employee who is covered by this Agreement is not on the job due to a paid or unpaid leave. If it is determined that a regular employee will not return to his/her job, that position will be posted pursuant to the Agreement. The Board shall also have the right to hire temporary employees to supplement the work force, which will not displace the current work force.
- E. The parties agree that involuntary transfers of employees shall be minimized to the extent the Board deems necessary.

In the event the Board deems involuntary transfer is necessary, the Board will first seek a volunteer. A volunteer will be given first consideration for the involuntary transfer. If there are two or more volunteers interested in an involuntary transfer, the Board will determine a choice of a volunteer based on seniority, experience qualifications and past evaluations.

- F. 1. The employer will send all educational support personnel postings to each employee in the summer months, providing the employee requests same in writing and furnishes the District with a summer address prior to the end of the school year. This is not subject to the grievance procedure.
2. Summer jobs or other types of work opportunities will be posted in all areas and to all supervisors.

- G. Assignments for One on one Aides: The building principal/secretary will contact the bargaining unit member that the student the member is assigned to will be absent on a particular day. Every effort will be made to re-assign the assistant within the same building or within the system. The re-assignment for such day will be additional work other than their usual duties at the discretion of the building principal.
- H. Senioreed employees will receive preferential consideration of job placement and transfer to new buildings/areas upon the employees' request/approval. The Board reserves the right for the final disposition of job placement and/or transfer.
- I. Summer work assignment of hours will be by consensus of the employees and the supervisor. The supervisor will hold a meeting by June 1, annually, to determine summer work hours.

Employees assigned to evening Custodial/Maintenance classification will be allowed to re-bid assignments once each year.

The bid meeting will be the last week prior to the start of school. Descriptions of the work assignments will be available prior to the bid meeting. An employee may designate a proxy for the bid meeting. The meeting shall be based on seniority.

- J. A bargaining unit member who resigns and subsequently is re-employed before any student contact time is lost may be re-employed under the following conditions:
 - 1. Seniority will be lost and the bargaining unit member's seniority will begin again following the rehire.
 - 2. The employee who is rehired without loss of student contact time will be reinstated to current wage scale and will not be required to serve a probationary period.

ARTICLE VII

LAYOFF AND RECALL

- A. A layoff shall be defined as a determination by the Board to effectuate a reduction in the total number of employees within a particular classification, which reduction is implemented by completely discontinuing the employment of a designated number of individual employees.

A reduction shall be defined as a determination by the Board to effectuate a reduction in a particular number of employee's hours by one hour or more within a particular classification. The reduction is implemented by reducing the number of hours (more than one per day) of employment of a designated number of individual employees.

A vacancy shall be defined as a newly created position or a present position the Board intends to fill. A vacancy only exists when there are fewer employees presently employed in a classification than the number of positions in that classification. Positions resulting from layoff are considered vacancies.

The Board will determine if a position is to be eliminated and will notify the Association President/designee and the MEA UniServ Director.

Job elimination shall be defined as a reduction of a position usually held by a senior employee.

There will be a meeting with the Association President/designee and the superintendent prior to layoff, job elimination/reduction to seek input. The MEA UniServ Director will be invited.

All communications on layoff, job elimination/reduction will be given to the Association President/designee and MEA UniServ Director prior to any notice to an employee.

- B. No employee shall be laid off, or shall receive job elimination or shall receive a reduction pursuant to a necessary reduction in the work force unless said employee has been notified in writing at least twenty (20) working days prior to the effective date of layoff, job elimination or reduction. Such notice will not apply when layoff, job elimination or reduction is necessitated by millage failures, work stoppages or Acts of God.
- C. The job elimination/reduction procedure shall be individually applied within each classification as follows:
1. Probationary employees shall be laid-off first provided there are more senior employees who possess the qualifications to perform the job.
 2. In the event seniority employees must be laid-off, layoff shall be determined by the following order:
 - a. The least senior within the classification being reduced, provided there are more senior employees, remaining within the classification who possess the qualifications to perform the duties of the position(s) available.
 - b. In the event an employee is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit. Should the employee be given one of the posted positions he/she shall retain the right to his/her job classification should a position become available for which he/she is qualified.
 - c. An employee reduced from a position in his/her present classification shall be retained at his/her request in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification and the reduced employee possesses the qualifications to perform the job.

- d. The Board will provide justification for layoff, job elimination/reduction in a meeting with OESPA officers and classification representative. The MEA UniServ Director will be invited.
- 3. Reductions will be based on positions.
- 4. Job Eliminations will be based on positions.
- 5. For the purposes of this article the Board has determined the following for the assistant's classification:

Special Needs Paraprofessional and Instructional Paraprofessionals Includes those working as an assistant in : under the mandate of an IEP, special needs programs, a classroom, a library, a Title I program, a specialized program which requires small group instruction, and a specialized program which requires one-on-one instruction.

Non-Instructional Paraprofessionals includes those working in supervision of: recess, sick room, locker room, lunchroom, bus, and after school.

Copy Room Paraprofessional includes those working with the duties of: copying/duplication, sorting of mail and delivery, checking in UPS, and assisting office staff.

- 6. Beginning with the most senior employee given notice of job elimination/reduction, there will be a meeting within a week (seven working days) after the initial notices. The meeting will be held by individual to determine his/her choice of assignment. The Association President/designee will be released with pay to attend such meetings. The MEA UniServ Director will be invited to attend.
- 7. Assistant Classification:

Beginning with the most senior Assistant affected in a layoff, job elimination, or job reduction of one hour or more may exercise his/her options in the following ways:

- a. The employee may elect to stay in his/her current position if the position continues to exist, and accept the reduction

OR

- b. The employee may choose from among the vacant positions in his/her classification without displacing any other assistant

OR

- c. The employee may displace any less senior Assistant within their classification.

- 8. The reduction procedure for all employees affected for the current school year for layoff, job elimination/reduction in work hours will be conducted no later than June 30th, unless the Board determines a need to reduce employees or positions at another time of the school year.

- D. Employees on layoff who are qualified shall be considered before the hiring of new employees outside the district for a vacant position in another unit classification. Laid off employees will be given first consideration on the substitute list. However current employee internal applicants shall be given first consideration for a vacant position in another unit classification before offering the position to employees on recall due to layoff.

- E. When there is a vacancy employees shall be recalled in order of greatest seniority within the classification from which they were reduced, or in order of greatest seniority within another classification in which they have accumulated seniority, provided the employee possesses the qualifications to perform the duties of the position to which he/she is being recalled to. However, current employees shall be offered the position based upon seniority, before offering the position to person(s) on recall due to layoff. If a tie exists, current employees will follow the tie breaking procedure below.

In the event a tie exists, the employee with the greatest total years of service in the district shall be recalled first. In the event a tie still exists it shall be broken by the last four digits of the employee's social security number with the employee with the highest number having the most seniority.

- F. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records (which shall be conclusive in any disputes). A recalled employee shall notify the employer within five (5) days after the letter is registered as arriving as to the employee's acceptance or rejection and must report to work within three (3) days after such acceptance, exceptions may be made by the Superintendent. The Board may fill the position on a temporary basis until the recalled employee is to report back for work.

- G. Any employee offered his/her former position or a comparable position i.e. same job title, hours, and pay to the one previously held who declines recall from layoff shall forfeit his/her recall rights.

- H. Employees shall remain on the recall list for a period of one (1) year or the length of their seniority whichever is greater but not to exceed two (2) years.

- I. Probationary employees have no recall rights.

<p>ARTICLE VIII</p> <p>PAID LEAVES</p>
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- A.
 - 1. Days will be credited at the beginning of each work year. A day is defined as the length of the employee's regularly scheduled work day.
 - 2. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by illness, injury, and disability (including pregnancy or childbirth). A physician's statement may be required at the discretion of the

Employer. Each employee will be able to use paid three (3) sick days for family illness. "Family" is defined as parents, spouse or children.

3. It is the responsibility of each employee to report unavailability for work prior to their normal starting time. Each employee shall at the time of reporting an absence state the reason for the absence, where the employee may be reached, and the anticipated length of absence.
 4. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall be subject to progressive discipline up to and including discharge. Disciplinary action shall be appropriate to the behavior which precipitated said action and might begin at any level.
 - a. Where a pattern of use is identified or other form of abuse is suspected the Employer will notify the employee in advance of the need to supply sufficient medical verification of the reasons for the absence.
- B. Paid Days Accumulation and Pay Out Sick Time:
1. Bus drivers will receive ten (10) sick days a year. After five years of employment, bus drivers will receive eleven (11) paid sick days a year, and twelve (12) paid sick days after ten years of employment.

Bus drivers will not accumulate paid days beyond the school year. Payment for accumulated paid days will be paid at the end of the school year at their per diem rate of pay.
 2. Custodial, mechanic, repairperson, will receive twelve (12) sick days per year, and bus garage assistant employees will receive ten (10) sick days per year and will be able to accumulate to ninety (90) sick days. Payment for accumulated sick days beyond ninety (90) will be paid at the end of the school year at 25% of the employee's hourly rate of pay.
 3.
 - a. All teaching assistants, lunchroom and playground assistants, library assistants, and copy room assistants will receive ten (10) sick days per year and will be able to accumulate to sixty (60) sick days.
 - b. For all employees in this classification payment for accumulated sick days beyond sixty (60) will be paid at the end of the school year twenty-five percent (25%) of the employee's hourly rate of pay.
 4.
 - a. All Food Service employees will receive 10 sick days per year and may accumulate to sixty (60) sick days.
 - b. For all employees in this classification payment for accumulated sick days beyond sixty (60) will be paid at the end of the school year at twenty-five percent (25%) of the employee's hourly rate of pay.
 5. All other employees will receive eleven (11) paid sick days after five years of employment and twelve (12) paid sick days after ten years of employment.

6. For each school year in which an employee has had perfect attendance, said employee will receive \$100.00 for the year in which perfect attendance has occurred. Employees with perfect attendance will be paid the \$100.00 above in the last pay of the school year. Perfect attendance shall be achieved when an employee has not missed work for personal, sick, doc, or non- available days.

Employee's absent as a result of bereavement, or school or Association related business shall not be penalized.

- C. Upon separation of employment or retirement after ten (10) continuous years of service, unused days in the employee's accumulated sick bank will be paid at 25% of the employee's hourly rate of pay.
- D. Three (3) personal business days shall be granted per work year. Personal business is interpreted to be legal or business matters which cannot be conducted outside of regular working hours. Days must be requested in writing five (5) days in advance or in case of emergency may be waived by the Superintendent. If requested by the employee, a sealed envelope will be used for delivery of personal business day form(s). The request shall state the nature of the business and if confidential, the employee may discuss it with the Superintendent. Personal business days may not be used for social, recreational or other non-essential reasons such as seeking other employment. If the immediate supervisor denies personal business days, the request may be appealed to the Superintendent.

At the end of the year unused personal days shall be added to accumulated sick leave except for drivers, working three (3) hours or more who will be paid their per diem. Failure to grant a business day will not be subject to the grievance procedure.

E. Worker's Compensation

1. In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use their paid days in the same manner as if the injury or illness was not compensable under the Worker's Compensation; provided that said employee reimburses the Board the amount of wage continuation benefits they receive under Worker's Compensation for any week which the employee receives paid day's pay from the Board.
2. For any day that the employee receives pay for a paid day from the Board and reimburses the Board for the Worker's Compensation received, the employee's paid days shall be reduced only by the portion of a paid day equal to the position of the employee's gross pay actually paid by the Board.

F. Bereavement. Paid days will be provided for the following reasons:

Bargaining unit members may use up to five (5) work days for funeral and bereavement due to death of a spouse, child, stepchild, parent, step-parent, brother, sister, son-in-law, daughter-in-law, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or sister-in-law.

- Additional days may be granted under Section F. at the discretion of the Superintendent or in his/her absence, the Superintendent's designee. The granting of such days shall not be deemed precedent setting. The denial of such days is not subject to the grievance procedure.
- G. Any bargaining unit member called to testify by the Association during work hours in any work related matter, including attendance during a fact-finding proceeding, with the approval of the Superintendent, shall suffer no loss of compensation due to his/her absence from his/her regular duties of employment for the time required. Such approval shall not be deemed precedent setting nor subject to the grievance procedure.
- H. Jury Duty. Any bargaining unit member called for jury duty, or who is subpoenaed to testify on behalf of the Board during work hours in a work related matter, shall suffer no loss of compensation due to his/her required absence from his/her regular duties of employment for the time required. If bargaining unit members are summoned and report for jury duty, they shall be paid the difference between the amount they receive as a juror and their normal pay, provided they make themselves available for work within their regular work schedule when not occupied for jury duty. It is understood and agreed that bargaining unit members shall be required to report to work on any and all days when they are not sitting as a juror. To be eligible for jury duty pay differential, bargaining unit members must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates they received pay for jury duty.
- I. Sick leave and personal business which happen to occur on an Act of God day will not be charged against the employee unless per this agreement employee is required to report to work on said Act of God day.
- J. Any benefits for which part-time employees are eligible will be prorated based on time worked, i.e., employees working one day per week will received a twenty percent (20%) benefit.
- K. The Association president and/or his/her designee will receive up to five (5) paid, release days annually for association business upon written notice to his/her immediate supervisor two (2) days in advance. The Association will pay the substitute wages for days missed.

ARTICLE IX

UNPAID LEAVES

- A. Medical Leave. An employee whose incapacitation including incapacitation due to pregnancy or childbirth, extends beyond the time compensated under Article VIII, Section A., shall be placed on an unpaid leave for up to one year from the last day the employee received a paid sick leave day. Extensions may be made upon application to the superintendent whose decision shall be final. The employee must provide a statement from his/her medical or osteopathic doctor of the necessity and length of time for such absence including return to work when the same is requested by the Employer. The Employer reserves the right at their expense to require a second opinion from a Board appointed physician.

B. Personal Leave. An employee may be granted a personal leave of up to six calendar months without pay, but such leave shall not be to seek or secure employment elsewhere. An employee wishing a personal leave of absence shall apply in writing to the Superintendent stating the reason for the leave. The granting of such personal leaves is discretionary with the Superintendent, is not subject to the grievance procedure, and it is understood that the Superintendent will grant such request only when he/she determines that the services of the employee are not required by the District. The Superintendent may extend such leaves if the employee requests an extension in writing at least five (5) days prior to the expiration of the original leave or extension. Once any personal leave is approved, the employee is entitled to take that leave, absent bona fide emergency.

C. Non-available days. (Not paid) The bargaining unit member will give 48 hours notice to request a non-available day(s). In the case of an emergency, the notice will be waived.

Non-available days are the unusual exception and will not be granted lightly. Any employee who misrepresents the use of non-available days will be subject to disciplinary action up to and including discharge. Non-available days will be granted at the discretion of the administration/immediate supervisor.

For the transportation employees, non-available days will be granted for absences that do not fall under sick or personal day language, pending transportation supervisor approval.

Transportation employees will give 48 hours notice to request a non-available day(s). In the case of an emergency, the notice will be waived.

D. Family Illness Leave.

1. Unpaid leaves of absence shall be granted for up to 12 weeks as required by the Family and Medical Leave Act (FMLA) for a serious illness in the employee's immediate family as defined in the FMLA.

2. Unpaid leaves of absence may be granted for up to one year for a serious illness in the employee's immediate family, which includes husband, wife, children, step-children, or parents residing in the employee's household and requiring the care and attendance of the employee. The required care must be such as would be prescribed by a physician or required for incompetence or incapacitation of the relative requiring care. The right to grant or reject a Family Illness Leave rests solely with the Superintendent. The granting of Family Illness Leave shall not be deemed precedent setting. The denial of such days is not subject to the grievance procedure.

E. Military Service Leave. Military unpaid leaves of absence shall be granted in accordance with applicable laws. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provision of the law granting such rights.

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- F. National Guard or Armed Forces Leave. Unpaid leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event the employees are ordered to active duty, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- G. Application for Leave. Any employee interested in applying for an unpaid leave of absence must submit a written application to the Superintendent which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.
- H. Unpaid leaves shall be without Board paid benefits, except as required by the Family Medical Leave Act.
- I. During an authorized unpaid leave of absence, the Board reserves the right to fill the position of the absent regular employee with a substitute. Upon expiration of the leave, the employee will be returned to his/her position if in existence, or if not, to a comparable position. Return shall be subject to the operation of the reduction of personnel procedures of this agreement.
- J. Seniority shall not accrue during unpaid leaves of absence.
- K. Any employee who willfully misrepresents the facts pertaining to an absence or otherwise abuses the unpaid leave provisions of this Agreement may be subject to discipline up to and including dismissal. Any discipline shall be progressive in nature (see Article III D and E).
- L. At least fifteen (15) calendar days prior to the date a leave is scheduled to expire, the employee shall notify the Superintendent of his/her intent to return to work. Failure by the employee to give notice of return shall be deemed a resignation.
- M. Family and Medical Leave Act of 1993:
1. The Employer agrees to follow the provisions of the Family and Medical Leave Act (FMLA).
 2. As prescribed and required by the FMLA, the Employer will provide group health insurance coverage as per Article XIII of this Agreement during FMLA leave.
 3. If an employee does not return to work after the leave, reimbursement for the cost of such group health insurance coverage shall be deducted from any severance pay that the employee is entitled to as provided by the statute, provided that no such reimbursement shall be required if the failure to return to work is for reasons beyond the control of the employee, including illness or disability.
 4. Before allowing any leaves for medical purposes under the FMLA, the Employer may required the employee to obtain a second and/or third medical opinion or provide any necessary documentation for the need for such a leave from an Employer appointed physician. Any second or third opinion will be paid for by the Employer, if not covered by insurance.

- 5. Any paid leave days provided for in the Master Agreement shall count toward the 12-week period provided for in the FMLA. Any Paid Vacation, paid personal leave, or paid sick leave provided for under the Master Agreement must be exhausted before the employee is eligible for an unpaid leave (to a combined maximum of 12 weeks as per the FMLA). Any alleged Employer violations of the FMLA shall be dealt with under the procedures set up in the FMLA and are not subject to the grievance procedure contained herein.

ARTICLE X

HOLIDAYS

- A. All full year employees shall have the following days off with pay unless school is in session on the holiday. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the holiday off fall on a Saturday or Sunday, either Friday or Monday shall replace that day at the option of the Employer.

Friday before Labor Day	New Year's Eve
Labor Day	New Year's Day
Thanksgiving	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Eve	July 4
Christmas Day	

All other employees will have the following as paid holidays: Memorial Day, Labor Day, Thanksgiving, and Good Friday.

In the event the school year starts before Labor Day, the less than twelve (12) month employees will receive Labor Day as a paid holiday.

In the event the school year starts after Labor Day, the less than twelve (12) month employees will receive the Friday after Thanksgiving as a paid holiday.

- B. General Provisions

- 1. For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.
- 2. An employee must work the entire last regularly scheduled work day preceding and following the holiday in order to receive holiday pay unless the employee has an approved vacation preceding or following a holiday, or was on a sick day.
- 3. Probationary employees shall be eligible for paid holidays.

ARTICLE XI
VACATIONS

- A. All fifty-two (52) week employees starting initial employment during the fiscal year shall earn one (1) day of vacation for each complete month worked to the end of that fiscal year but not exceeding five (5) days. Days may be taken after July 1, as scheduled below.

On July 1 after the employee's original date of hire date, the employee will be credited with a number of eligible vacation days prorated on the number of months worked prior to July 1. The following July 1 the employee will be credited with the amount of days they earned in the previous year plus the eligible vacation days earned in the second year of employment.

Upon completion of two complete fiscal years of service through the fifth year, all fifty-two (52) week employees will receive ten (10) full working days of vacation with pay. Days may be taken after July 1, as scheduled below.

After five (5) years of service, one extra day of vacation for each year of service will be granted in accordance with the following maximums:

Custodian and Repairman	6 yrs. + 1 day per year to Max of 20 days
Assistant Mechanic	6 yrs. + 1 day per yr. to Max of 15 days
Head Bus Mechanic	6 yrs. + 1 day per yr. to Max of 20 days

- B. Vacation requests shall be submitted to the supervisor at least ten (10) days prior to the vacation date. Vacations will be granted to the person/persons requesting first. Employees cannot be bumped from vacation dates once they are scheduled.
- C. The Superintendent shall have the authority to grant or deny the period of time requested. No vacations shall be authorized during the two (2) weeks prior to the start of school in the fall.

If vacation days are not used during the fiscal year they shall be lost.

- D. The district's bus garage assistant will receive vacation compensation based on an eight (8) hour day.

ARTICLE XII**GENERAL**

- A. Any employee desiring to resign shall file a letter of resignation with the Superintendent of Schools at least ten (10) working days prior to the effective date of such resignation.
- B. Employees who are directed by the building principal or immediate supervisor to use their own car for carrying out responsibilities for the school system shall be reimbursed for their mileage at the regular rate and procedure as established by Board policy.

C. Uniform Allowance

1. The Food Service and Custodial/maintenance employees will be provided two-hundred seventy-five dollars (\$275.00) uniform allowance annually.

The District will purchase shirts/tops after the parties have mutually agreed on color, style, etc. Each individual's remaining uniform allowance will be distributed by October 30 and is to be used for purchasing shoes and pants. Any customizing set-up charges will not be charged against the uniform allowance.

The Bus Drivers will receive a jacket after completing the first full year of employment. After the first full year of employment, Bus Drivers, will receive one hundred dollars (\$100.00) per year uniform allowance, upon presentation of receipts. These funds will be spent at the bus driver's discretion for boots, gloves, jeans or another jacket.

2. Uniform allowance will be paid in a separate check.
3. The Board will provide smocks and/or lab coats for copy room assistants.

The current uniform arrangements for Head Mechanic, Assistant Mechanic, Grounds Repair Person, and Repairman shall continue.

- D. Deductions. The Board agrees to make available to the employees covered by this Agreement any payroll deduction services, which are available through the School District, such as Savings Bonds, Credit Union, Board approved insurance options, annuities, etc.
- E. Physical Examination. The Board agrees to pay the full cost of any physical examination by the Employer's selected physician required of new employees who are hired by the Board. Current employees who are required to have a physical examination may at their option have their own physician conduct the examination and the Board shall reimburse the employee up to the cost of the Board Physician's fee. Employees must submit the physician's bill for payment through their medical insurance coverage. The Board will pay the difference provided the total of the employee's physician's charges and what the Board reimburses is no more than what the Board Physician's fee would have been. The Employee seeking reimbursement must provide mutually satisfactory proof of a cash outlay in order to receive reimbursement. Such proof may include, among other things, the Insurance Company's Explanation of Benefits, the examining physician's bill/receipt. The Board reserves the right to require a second or third opinion as per Article IX Unpaid Leaves, Paragraph N.

ARTICLE XIII**INSURANCE PROTECTION****A. Insurance Coverage:**

The Board shall provide employees who normally work eight (8) hours or more per day, eleven (11) months per year, insurance for a full twelve-month period for the employee and his/her eligible dependents including sponsored dependents as defined by the insurance carrier and its underwriter.

Eligible employees shall be provided the following benefits:

PLAN A--

MESSA Choices II Health Insurance
with \$5,000 Basic Life Insurance, 10/20 Rx
Delta Dental Class I, II & III 80%; I and II: \$1,000
Annual Max: III: \$1,500 lifetime Max
VSP 2 Silver (vision coverage)
Life Insurance \$5,000 w/AD&D
(In addition to life w/health plan)

Employees not electing health insurance will select PLAN B

PLAN B--

Delta Dental Class I, II & III 80%; I and II: \$1,000
Annual Max: III: \$1,500 lifetime Max
VSP 2 Silver (vision coverage)
Life Insurance \$5,000 w/AD&D
\$150/month per Section 125 Cafeteria Benefit Plan

The Board will provide for the employees who work eight (8) hours a day, eleven (11) months a year, and a MESSA long-term disability to be added to the MESSA PAK. The LTD benefit package will include sixty six and two-thirds percent (66 2/3%) compensation. Compensation maximum will be \$3000 monthly after a ninety (90) calendar day modified fill waiting period has been satisfied. Benefit includes alcoholism/drug abuse waiver and mental/nervous waiver same as any other illness. Compensation will be offset of other income from family, own occupation for two (2) years with a maximum pay out five percent (5%). This benefit includes pre-existing condition waiver, offset freeze, standard maternity coverage and standard rehabilitation benefits. This benefit does not include survivor income monthly benefit, educational supplement program or cost of living adjustment.

Insurance Bidding: The District reserves the right to change insurance administrators and/or underwriters during the term of this agreement without prior negotiations with the Union. However, the District will provide at least thirty (30) days notice that a change will be made. The determination to change insurance administrators and/or underwriters is not subject to the grievance procedure provided reasonably similar coverage according to the plan certificate booklet(s) is maintained in the conversion.

B. Insurance Caps

For 2008-2009, the Board shall provide the MESSA PAK plan with Choices II with a District monthly contribution of 98.5% and a 1.5% employee contribution of monthly benefit premium (based on \$1054.21 monthly premium = \$15.81 employee monthly contribution).

For 2009-2010, the Board shall provide the MESSA PAK plan with Choices II with a District monthly contribution of 98.5% and a 1.5% employee contribution of monthly benefit premium.

For 2010-2011, the Board shall provide the MESSA PAK plan with Choices II with a District monthly contribution of 99% and a 1% employee contribution of monthly benefit premium.

For individuals choosing Plan B, the above premium share provisions shall apply.

Monthly premium share deductions shall be divided equally into bi-weekly contributions, and shall be made through payroll deductions of a board-approved Section 125 plan.

C. Prescription Reimbursement:

For 2008-2009 and 2009-2010, the Board shall reimburse members for prescription drugs at 50% of the cost of the prescription co-pay (equivalent to the MESSA 5/10 prescription drug card). 90 day supply prescriptions shall be reimbursed at 50% of the prescription co-pay. Members shall offer proof in the form of receipts from pharmacies showing the employee or dependent name, date and cost of prescription. Reimbursement shall be paid to the member(s) on a quarterly basis upon presentation of receipts and a completed expense reimbursement form. Receipts so offered may have the information of a sensitive or personal nature blacked out at the member(s) discretion but shall clearly show the amount incurred and the date of the prescription. Prescriptions shall be reimbursed in a separate check based on the schedule below:

- To be reimbursed on the second pay in January the member(s) must submit receipts to the administration office no later than January 1st.
- To be reimbursed on the second pay in April the member(s) must submit receipts to the administration office no later than April 1st.
- To be reimbursed on the second pay in July the member(s) must submit receipts to the administration office no later than July 1st.
- To be reimbursed on the second pay in October the member (s) must submit receipts to the administration office no later than October 1st.

D. Insurance Claims Disputes: All claims submitted are subject to the terms set forth by the insurance administrator and underwriter. As such, any claims disputes are, therefore, not subject to the grievance procedure.

- E. Eligible employees, as set forth herein, are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrator or underwriter.
- F. The Board by payment of the premium payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.
- G. Part-time Employee Option
1. All part-time Association employees who do not qualify for Board-paid health insurance shall have the option to purchase health insurance for themselves and/or their eligible family members for a twelve (12) month period under MESSA Choices II Plan.
 2. Part-time Association employees are employees who work less than 40 (forty) hours per week.
 3. This option to purchase health insurance shall be paid by the employee's personal funds submitted to the Board's payroll office on the first of the month from September through June.
 4. The annual premium costs will be divided by ten (10), which encompasses a full twelve (12)-month's health insurance coverage.
 5. When an employee enrolls for health insurance coverage, premium costs will be prorated for the remainder of the school year.
 6. If eligible employees do not pay the premium costs as stated in # 3. above, timely, their insurance coverage will be cancelled. Before insurance coverage is cancelled, the payroll office will contact employees no less than two (2) weeks prior to such cancellation.

ARTICLE XIV

JOB DESCRIPTIONS AND NEW JOBS

- A. For each classification, job descriptions will be developed by the Employer after consultation with the Association. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:
1. Job Title
 2. Minimum requirements
 3. A statement of required tasks and responsibilities

Evaluations of bargaining unit members' work performance shall generally be based upon said job description.

- B. New Jobs. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union of the classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation. Such jobs may be filled on a temporary basis as provided for in the Agreement.

- B. Job descriptions for each bargaining unit classification will be available no later than September 30, each school year.

ARTICLE XV

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

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

- B. The District agrees it will not lock out employees during the term of this agreement. This provision shall not be construed to prohibit the District from sending employees home during a strike by another labor group or by the Union and/or certain of its members in violation of Section A.

- C. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices that are inconsistent with this agreement, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the district and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

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

ARTICLE XVI**GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article;
1. The termination of services of or failure to re-employ any probationary employee.
 2. Employee evaluations.
 3. Any matter for which there is recourse under State or Federal statutes.
- C. The term "*days*" as used herein shall mean days in which the administrative offices of the District are open. Time limits may be extended upon written mutual agreement between the parties.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants or Association (see attached Appendix D).
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violations;
 4. It shall cite the section or subsections of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitation hereinafter set forth.

E. Procedure:

1. **Level One:** An employee alleging a violation of the express provisions of this contract shall within fifteen (15) days of its alleged occurrence orally discuss the grievance with his/her supervisor.

If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and file with his/her supervisor within eight (8) days of the initial discussion.

If the Association alleging a violation of the express provisions of this contract, shall within fifteen (15) days of its alleged occurrence orally discuss the grievance with the affected supervisor.

If no resolution is obtained within three (3) days of the discussion, the Association shall reduce the grievance to writing and file with the affected supervisor within eight (8) days of the initial discussion.

Within five (5) days of receipt of the written grievance, the supervisor shall render a decision in writing.

If no resolution is obtained, the employee shall proceed within five (5) days of receipt of the supervisor's decision to Level Two.

If no resolution is obtained, the Association shall proceed within five (5) days of receipt of the supervisor's decision to Level Two.

2. **Level Two:** A copy of the written grievance and the supervisor's decision shall be filed with the Superintendent or his designated agent. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated representative, at the option of the grievant, and/or the Association to discuss the grievance. Within five (5) days of the discussion the Superintendent or his/her designated agent shall render his decision in writing.
3. **Level Three:**
 - a. Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within five (5) business days from date of receipt of the decision rendered by the Superintendent of Schools, and the Board of Education shall meet with a Uniserv Director of the Association at a time mutually agreeable to them.
 - b. The Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of their meeting with the Uniserv Director of the Association.
4. **Level Four:**
 - a. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance must be submitted to the Association.
 - b. If the Association is not satisfied with the disposition of the grievance, the grievance may be submitted to the American Arbitration Association in accordance with their rules which shall likewise govern the arbitration proceedings.
 - c. The Arbitrator, the Association, or the Employer may call any relative person as a witness in any arbitration hearing.
 - d. Each party shall be responsible for the expenses of the witnesses that they may call.

- e. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of the Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto.
- f. The fees, expenses and filing fees of the Arbitrator shall be shared equally by the Board and the Association.
- g. Neither party shall be permitted to present in the arbitration hearing any evidence, whether written nor oral had that not been disclosed to the other party in any of the previous steps of the grievance procedure.
- h. The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the Employer, and the Association, subject to review in accordance with the applicable standards for judicial review.
- i. If the grievance is processed to arbitration, the parties may mutually agree to submit the grievance to expedited arbitration under the rules of the American Arbitration Association.
- j. The parties may mutually agree to an arbitrator outside of the list provided.
- k. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
- l. The arbitrator shall have no power to issue a back pay award neither for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.

ARTICLE XVII

EVALUATION

- A. Each employee shall be apprised of evaluation criteria derived from contractual job descriptions, at the time of his/her employment.
- B. Each employee shall be formally evaluated by his/her immediate supervisor no less than once every two years on the appropriate classification evaluation form. See Appendix E.
- C. A copy of the written evaluation shall be given to the employee during a conference within ten (10) days of the evaluation. If deficiencies are observed, they shall be specifically noted along with recommendations for improvement.

- D. The employee's signature does not necessarily mean that he/she agrees with the evaluation. The employee may submit additional comments to the evaluation which shall be attached.
- E. Evaluation is not to be used as a disciplinary tool.

ARTICLE XVIII

Employee Purchase or Re-Payment of Retirement Service Credit

The Internal Revenue Code (IRC) Section 414(h) (2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the Michigan Public School Employees Retirement System (MPERS) plan conditions, employees may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit (such as Universal Service credit, maternity/paternity/child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.)

Therefore, in order to permit tax deferral for these additional employee contribution amounts, the employer shall adopt the payroll resolution. The Board will provide a salary reduction (payroll authorization) agreement. This agreement will be completed for any employee wishing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The employee that wishes to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization. The employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPERS.

ARTICLE XIX
DURATION OF AGREEMENT

This Agreement shall be effective upon ratification of both parties and shall continue in effect until the 30th day of June 2011. All negotiated items are retroactive to July 1, 2008, unless otherwise indicated.

ONSTED EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

ONSTED BOARD OF EDUCATION

By: _____
Association President

By: _____
Board President

By: _____
Association Secretary

By: _____
Board Secretary

By: _____
UniServ, MEA/NEA

By: _____
Onsted Superintendent

By: _____
SNAP Negotiator, MEA/NEA

APPENDIX A

ONSTED ESP COMPENSATION

	2007-2008				
	step 0	step 1	step 2	step 3	step 4
Custodian	11.29	11.88	13.25	13.80	14.77
Grounds Repair Person	12.41	13.03	14.03	14.65	15.56
Library Assistant	9.57	9.82	10.07	10.30	10.73
Special Ed. Asst.	9.57	9.82	10.07	10.30	10.73
Host Assistant	9.57	9.82	10.07	10.30	10.73
Title I	9.57	9.82	10.07	10.30	10.73
Copy Room Asst.	9.57	9.82	10.07	10.30	10.73
Instructional Asst.	9.57	9.82	10.07	10.30	10.73
Playground Asst.	9.57	9.82	10.07	10.30	10.73
Lunchroom Asst.	9.57	9.82	10.07	10.30	10.73
Head Cook	11.52	12.47	13.26	13.70	14.26
Cook	11.52	12.47	12.95	13.26	13.58
Cashiers	11.52	12.47	12.95	13.26	13.58
Repairperson	13.52	14.19	14.81	15.49	16.36
Mechanic	15.14	15.46	15.81	16.58	17.49
Assistant Mechanic	13.18	13.79	14.39	15.00	15.61
Bus Driver	11.65	12.80	13.69	14.89	16.29
Extra Run	11.88				

	2008-2009 (1.75%)				
	step 0	step 1	step 2	step 3	step 4
Custodian	11.49	12.09	13.48	14.04	15.03
Grounds Repair Person	12.63	13.26	14.28	14.91	15.83
Library Assistant	9.74	9.99	10.25	10.48	10.92
Special Ed. Asst.	9.74	9.99	10.25	10.48	10.92
One on one Aides	9.74	9.99	10.25	10.48	10.92
Title I	9.74	9.99	10.25	10.48	10.92
Copy Room Asst.	9.74	9.99	10.25	10.48	10.92
Instructional Asst.	9.74	9.99	10.25	10.48	10.92
Playground Asst.	9.74	9.99	10.25	10.48	10.92
Lunchroom Asst.	9.74	9.99	10.25	10.48	10.92
Head Cook	11.72	12.69	13.49	13.94	14.51
Cook	11.72	12.69	13.18	13.49	13.82
Cashiers	11.72	12.69	13.18	13.49	13.82
Repairperson	13.76	14.44	15.07	15.76	16.65
Mechanic	15.40	15.73	16.09	16.87	17.80
Assistant Mechanic	13.41	14.03	14.64	15.26	15.88
Bus Driver	11.85	13.02	13.93	15.15	16.58
Extra Run	12.09				

	2009-2010 (1.75%)				
	step 0	step 1	step 2	step 3	step 4
Custodian	11.69	12.30	13.72	14.29	15.29
Grounds Repair Person	12.85	13.49	14.53	15.17	16.11
Library Assistant	9.91	10.16	10.43	10.66	11.11
Special Ed. Asst.	9.91	10.16	10.43	10.66	11.11
One on one Aides	9.91	10.16	10.43	10.66	11.11
Title I	9.91	10.16	10.43	10.66	11.11
Copy Room Asst.	9.91	10.16	10.43	10.66	11.11
Instructional Asst.	9.91	10.16	10.43	10.66	11.11
Playground Asst.	9.91	10.16	10.43	10.66	11.11
Lunchroom Asst.	9.91	10.16	10.43	10.66	11.11
Head Cook	11.93	12.91	13.73	14.18	14.76
Cook	11.93	12.91	13.41	13.73	14.06
Cashiers	11.93	12.91	13.41	13.73	14.06
Repairperson	14.00	14.69	15.33	16.04	16.94
Mechanic	15.67	16.01	16.37	17.17	18.11
Assistant Mechanic	13.64	14.28	14.90	15.53	16.16
Bus Driver	12.06	13.25	14.17	15.42	16.87
Extra Run	12.30				

	2010-2011 (1.75%)				
	step 0	step 1	step 2	step 3	step 4
Custodian	11.89	12.52	13.96	14.54	15.56
Grounds Repair Person	13.07	13.73	14.78	15.44	16.39
Library Assistant	10.08	10.34	10.61	10.85	11.30
Special Ed. Asst.	10.08	10.34	10.61	10.85	11.30
One on One Aides	10.08	10.34	10.61	10.85	11.30
Title I	10.08	10.34	10.61	10.85	11.30
Copy Room Asst.	10.08	10.34	10.61	10.85	11.30
Instructional Asst.	10.08	10.34	10.61	10.85	11.30
Playground Asst.	10.08	10.34	10.61	10.85	11.30
Lunchroom Asst.	10.08	10.34	10.61	10.85	11.30
Head Cook	12.14	13.14	13.97	14.43	15.02
Cook	12.14	13.14	13.64	13.97	14.31
Cashiers	12.14	13.14	13.64	13.97	14.31
Repairperson	14.25	14.95	15.60	16.32	17.24
Mechanic	15.94	16.29	16.66	17.47	18.43
Assistant Mechanic	13.88	14.53	15.16	15.80	16.44
Bus Driver	12.27	13.48	14.42	15.69	17.17
Extra Run	12.52				

Bus Drivers: A regular run shall be based 1.5-hours. The LISD Tech Center run shall be paid as a double run.

1. Food Service -- Certification Pay: will be a flat fee of \$95.00 per year.

2. Longevity:

Food Service -- (Cooks, Cooks Helpers and Cashiers)

\$175.00 will be paid after five (5) continuous years of service.

\$225.00 will be paid after ten (10) continuous years of service.

\$275.00 will be paid after fifteen (15) continuous years of service.

Bus Drivers and Assistants:

\$100.00 will be paid after five (5) continuous years of service.

\$150.00 will be paid after ten (10) continuous years of service.

\$200.00 will be paid after fifteen (15) continuous years of service.

Custodial-maintenance

All employees in the Custodian-maintenance classification will receive longevity as follows: Two hundred dollars (\$200.00) after five (5) continuous years of service and Four hundred fifty dollars (\$450.00) after ten (10) continuous years of service.

A separate longevity check shall be issued each year prior to the December recess.

Longevity will be calculated from the employee's original date of hire.

3. All employees shall be moved from one step to the next at the beginning of the fiscal year. In order to be credited for a year, the employee must have worked ninety (90) days in the previous fiscal year.
4. Bus drivers after satisfying a ninety (90) day probationary period will move from step 0 to step 1.
5. The seniority and/or placement on the pay scale will transfer from one position to another within a classification.

APPENDIX B**BUS INFORMATION**

- A. Assignments for Bus Drivers. At a mutually agreed upon time, the bus drivers shall meet to bid in writing on all regularly scheduled runs for the following year. Date and time of the meeting shall be posted at least five (5) days in advance. (Proxy bids shall be allowed.) Prior to the meeting a written description of each run will be prepared by the bus supervisor which shall include the following:

1. Run map with description
2. Mileage
3. Departing time
4. Length of run

Runs shall be assigned to the most senior bus driver bidding on the run.

The definition of a regular run will be the regularly scheduled transportation of students from home to school or school to home.

Regularly scheduled runs shall be assigned based on seniority.

The employer may, at its sole discretion, maintain one (1) or more bus driver position(s) without a regular run assignment. The purpose of this position is to fill in for absent bus drivers. Other duties may be assigned when not driving. When vacant runs become available, this bus driver may be assigned the run. The employee filling this position is entitled to all rights and obligations under this agreement.

Bargaining Unit Work

Beginning in the 2004-05 school year the transportation of special needs students will be posted and/or incorporated in other regularly scheduled bus runs and driven by a bargaining unit member(s) with a CDL.

All bus drivers transporting students will be in the bargaining unit and classified as bus drivers. All bus drivers will hold a current CDL, Michigan bus driver certificate with the "S" endorsement.

Definition of Vehicle

All runs or extra run(s) driven in cars, vans or any moving vehicle owned/leased by the Board used to transport 7 (seven) or more students will be posted for bargaining unit bus drivers.

- B. Bus Driver's Working Time

Bus Driver's working time may include but is not limited to the following duties: checking in to the bus garage, fueling the bus, pre-tripping, sweeping out the bus, and/or meeting with bus supervisor.

A regularly scheduled run will be no less than one and one half-hours (1 1/2) in duration. If a bus driver completes a regular run in less than (1 1/2) one and one half hours in duration, the bus supervisor may schedule bus driver duties to complete the one and one half hours (1 1/2) working time.

Bus drivers are required to be in bus line with their bus for daily, regularly scheduled afternoon runs, five minutes before school is dismissed.

C. Elimination of a Bus Run: When a run is eliminated the bus driver can bump any less seniored bus driver. The bus driver will continue his/her wage during the entire period he/she drives that run.

D. LISD Tech Center

The definition of a LISD Tech Center run is a run from the school, to the Lenawee County Intermediate School District Technical Center, and then back to the school when the classes are dismissed. The bus driver will be compensated pay at the regular run wage.

E. Continuation Run

The definition of a continuation run will be a regular run that needs to be extended and the duration of the run is over one and one half hours (1-1/2) hours. Bargaining unit members will be compensated the regular run rate for any time worked over the one and one half hours (1-1/2) hours as stated in Appendix A.

F. Temporary Run

A temporary run is a run that occurs during a short week and/or is not a permanent run. When a temporary run occurs, the temporary run will be posted.

G. Reporting Pay

1. Bus drivers called or permitted to come to work without being notified of cancellation or delay shall be paid in one of two options determined by the bus driver.
2. Option One: The bus driver will be paid two (2) hours pay. Pay for a run will be the normal run rate. Pay for an extra run will be the extra run rate.
3. Option Two: The bus driver will be eligible for an extra run. The extra run will be assigned in the order of rotation used in the last extra run schedule.

H. Extra Runs

1. The definition of an extra run will be any athletic trip, field trip or any run that is not daily transportation/regularly scheduled run(s) of students from home to school or school to home.
2. Bus drivers will receive fifteen (15) minutes pre-trip time and fifteen (15) minutes post-trip time. Bus drivers are expected to clean and fuel the bus that was used for the extra run. The bus used for transportation on an extra runs will be the same bus the bus driver normally drives for daily transportation.

3. Upon satisfying the ninety (90) day probation period, bus drivers will be afforded the opportunity to apply for extra run beyond his/her normal daily bus run.
4. Request and Confirmation of run/trips outside the regularly scheduled runs

In an effort to keep the lines of communication open, the Transportation Supervisor and/or his/her designee and the person(s) requesting any run/trip outside the regularly scheduled runs will follow the following procedure:

- a. A written Request for Trip form will be completed by the person(s) requesting the trip. Any trip or trip cancellation will be included in this form. See attached Request for Trip Form, Appendix F.

The form will include the date and time request was submitted to the Transportation Supervisor and/or his/her designee and the date, time, place and any special instructions of the trip.

The form will be signed by the person(s) making the request.

- b. Upon receipt of the form the Transportation Supervisor and/or his/her designee will acknowledge receipt of the request with the date and time the request was received.

The acknowledgment will be signed by the Transportation Supervisor and/or his/her designee.

The completed form will be posted with the posting of the trip and a copy will be given to the transportation association representative.

- c. The present forms will be exhausted and re-printed forms will follow the Request for Trip Form, Appendix F. The transportation supervisor/ designee will follow the guidelines of the Request for Trip form until new forms are re-printed.

5. Distribution

Runs will be posted in chronological order by Wednesday at 3:30 p.m. Trips the supervisor receives after that time will be listed in the "late trip" section of the "Extra Run Sign-Up Sheet" in the order the supervisor received them. Weeks that the calendar is shortened (i.e., Thanksgiving, Easter, or any other shortened week) the supervisor will post forty eight (48) hours prior to the last work day and assign trips on the last work day.

6. Sign-Up

All interested bus drivers shall sign up on the Extra Run Sign-up sheet whose names shall then be arranged on the basis of seniority. When an Extra Run is scheduled, the Transportation Supervisor shall post the run and bus drivers interested shall sign up, with the run assigned to the next interested bus driver in rotation. Any more senior bus driver in rotation not signing up for the run shall be passed over and shall retain their rotational position on the list.

In the event no bus driver accepts the extra run(s), the run will be offered to all substitute bus drivers. In the event no substitute bus drivers accept the run, the run will be posted as a short notice trip, following the contractual language.

No bus driver will be required to drive an extra run or short notice trip.

7. The Board shall post on the employee bulletin Board the name of the employee or employees who are awarded the extra run.
8. An employee who drives an extra run shall be paid a minimum of two (2) hours pay, or the actual pay for the time of the extra run, whichever is greater.
9. The extra run will be assigned in the order of rotation used in the outside trip.

If an extra run is cancelled, the bus driver scheduled for the extra run will receive his/her choice of the run available from the next week's extra run list. The choice will be made for the next week the bus driver is working.

10. In the case of a bus driver canceling an extra run, the run will be posted and assigned as a short notice trip. The driver who cancels out of any extra trip shall be skipped in the rotation. A driver who cancels out of an extra trip will not be eligible for any outside trips the following week. However, the driver shall not be penalized for bereavement with pay.
11. If a problem arises regarding the assignment of extra runs, the parties agree to re-open the Extra Runs of Appendix B.

12. Changed Extra Run

In the event the departure time of an extra run changes or the date of an extra run changes, the bus driver awarded the extra run has the options of one of the following:

1. Completing the extra run as changed providing the extra run is within five (5) school days.
2. Classifying the extra run as a cancelled extra run and receiving two hours of extra run pay.
3. Classifying the extra run as a cancelled extra run and receiving his/her, choice of the extra runs available from the next week's extra run list. The bus driver's choice of the extra run will be made for the next week the bus driver is working.

13. Cancelled Extra trips from Physical Education Department

When an extra run has been cancelled from the physical education department of a two hour extra run, (for example, bowling or golf extra run) the driver will chose one of the two following options:

- Option 1. The driver will receive his/her choice of the physical education department of a two-hour extra run available from the next week extra run list posted. Requests cannot be carried over to subsequent weeks,
-or-
Option 2. Receive two (2) hours pay.

14. The Transportation Director/designee will make every effort, weather permitting, to have buses washed before an extra run.

15. **Weekend Drop Runs**

Bus drivers transporting students on weekend extra run trips posted as "Weekend Drop " runs will receive a minimum of four and one-half (4 ½) hours pay. The four and one-half (4 ½) hours includes the fifteen (15) minute pre and post trip prep times.

I. Summer Trip(s)

1. Distribution in rotation of seniority for this provision will re-start on bus driver bid day. See Appendix B, A. assignment for bus driver.
2. All known summer trips will be chronologically posted and assigned the last day of school. Summer trips are any trips taking place after the last student day of the school year in the spring and prior to the first student day of the fall semester.
3. Cancellations of these trips are not subject to trip cancellation pay unless the bus driver arrives at the bus garage prior to being notified of the cancellation. The bus driver will not be charged as having taken the summer trip and will remain at the normal rotation unless the driver opts for the two (2) hours pay.
4. The transportation supervisor will notify the bus driver if the trip is canceled.

J. Short Notice Trips

1. The definition of a short notice trip is an extra trip that cannot be placed on the Extra Run Sheet prior to the normal assigning of the extra trips.
2. The district's transportation department must have at least one regular am route time period or one regular pm route time period so the run may be posted. An am route is 6:30 am to 8:00 am. A pm route is 2:30 pm to 4:00pm.
3. In the event there is a short notice trip, the trip will be posted for two (2) regular runs, AM/PM or PM/AM, on a distinctive, colored form and posted in a visible place. The posting will list the trip destination, departure time, the group involved, the return time, any special information relating to the trip and the extra run rate as stated in Appendix A.

4. Bargaining unit members interested in the trip will sign up on the short notice trip form. The bargaining unit member next in rotation with highest seniority will be awarded the trip. The driver who cancels out of any short notice trip shall be skipped in the rotation. A driver who cancels out of short notice trip shall not be eligible for any outside trips the following week. However, the driver shall not be penalized for bereavement with pay.
5. In the event a short notice trip is cancelled after being assigned, the bus driver will not be charged with driving the short notice trip and will remain at the normal rotation.

K. Emergency Trips

1. An emergency trip will be defined as a request received by the district's transportation department with less than one am or pm bus run time period. The Transportation Supervisor may appoint any bargaining unit member to drive this type of a trip at the extra run rate of pay.
2. In the event of an emergency an employee with a CDL, who is not classified as a bus driver, is required to drive a regularly scheduled run/extra run; the employee will be compensated one and half times his/her hourly rate or equivalent compensatory time.

L. Bus Certification Tests

1. The Board shall pay for full cost of the Bus Certification Tests, including tuition, plus pay the employee the extra run rate of pay for attending the Bus Driver's School as required by the State of Michigan.
2. Miscellaneous: The Employer shall provide reimbursement for the cost of bus drivers' licenses (CDL), certified staff's certificates and renewals required for an employee to perform his/her job.

M. Student Misbehavior

1. Any case of student misbehavior or assault against a bus driver shall promptly be reported to the Transportation Supervisor/designee.
2. The board and the bus drivers will follow the recommendation set down from fall 2003 Student Discipline Task Force.
3. The bus driver, who drives the bus designated as special needs, will be provided a teacher assistant to assist with the special needs students.
4. The disciplinary consequences for special needs students will be handled by the building principal, child and study coordinator through the IEPC. Bus drivers are encouraged to consistently report behavioral issues to the appropriate personnel. The results and recommendations of the IEPC addressing the student behavior or behavior modification plan will be communicated to the bus driver.

N. Job Related Duties

The Board shall pay the employees at the Regular Run rate of pay for all time worked for any job related duties beyond their regular contracted time, which are required of the Employee by the Board.

O. Expense Allowance

The Board shall reimburse the employee the cost of all admission tickets for an event in which the Bus Driver drives to, provided the bus driver is authorized to attend such event.

P. Breakdown Time

The bus driver shall be paid regular run wages for all time in excess of their regular contracted run time, when the bus driver is required to remain with his/her bus due to an emergency situation, or for time necessary to assist another bus driver in an emergency situation.

Q. Supervisor(s) shall maintain copies of their regular run maps in a designated area in the bus garage for use by substitutes.

R. Alcohol/Drug Testing for Bus Drivers

1. The Board will comply with the provisions of the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations. Compliance disputes are not subject to the grievance procedure with the exception of any alleged violation of section I-2 and I-3.
2. The Association has the right to send one representative to any training session conducted for supervisors or other managers as required by the Act. Attendance will be without pay. Pay that is lost due to missing runs will not be made up.
3. All time spent by a bus driver in testing and necessary travel time to/from the testing site will be paid at the extra run rate (Appendix A) When a bus driver misses a regular bus run because of testing, the bus driver will be paid either at the extra run rate or what would have been made on the regular run, whichever is higher. If a bus driver is still employed by the District after testing positive, pay for any follow-up testing will not be provided unless required by a medical doctor to make a final determination as to the accuracy of the positive test.

S. Bus drivers will not be permitted to trade or switch any runs.

T. Student Illness

In the event a student has an accident (for example, becomes sick to his/her stomach on the bus) the district will send another bus for the bus driver and students to transfer onto when requested and another bus is available and the transportation director/designee is available. A bus driver may return to the bus barn and switch buses if short distance warrants. The bus driver will continue the run. The bus will be cleaned by the Transportation Supervisor/designee who has the proper training for cleaning.

U. Bus Line Up

The Transportation Supervisor and the Association representative will meet to mutually agree on the bus line up. If they are unable to agree the Transportation Supervisor shall select the plan and implement the bus line up plan.

The Transportation Supervisor will notify the Association representative to schedule a meeting prior to the beginning of the school year. Subsequent meetings will take place if the criteria for bus line up changes.

APPENDIX C

Kitchen Information

Food service bargaining unit members will not be required to transport the food, equipment and/or other items in their private vehicles.

APPENDIX D OESPA Grievance Form

Building/classification	Name of Grievant/Association grievance	Date Filed
-------------------------	--	------------

STEP I

A. Date Cause of Grievance Occurred:

B.

1. Statement of Grievance:

2. Pages and Lines Pertaining to Alleged Violation:

3. Relief Sought:

Signature Date

STEP II

A. Disposition of supervisor:

Signature /Date

B. Disposition of Grievant and/or Association:

Signature /Date

STEP III

A. Date submitted to Superintendent: _____

B. Disposition of superintendent:

_____/_____
Signature /Date

C. Disposition of Grievant and/or Association:

_____/_____
Signature /Date

STEP IV

A. Date Received by Board or Designee: _____

B. Disposition of Board or Designee:

_____/_____
Signature /Date

C. Disposition of Grievant and/or Association:

_____/_____
Signature /Date

STEP V

A. Date submitted to arbitration: _____

B. Disposition and Award of Arbitrator:

_____/_____
Signature /Date

APPENDIX E Evaluation Forms

Assistant

Evaluation Instrument

Name: _____

Date: _____

Position: _____

Building: _____

Please check one: _____ Job description – reviewed and current

Evaluation (90 day probation)

_____ Job description – needs revision

Annual Evaluation

Evaluation Criteria		Commendable	Acceptable	Needs Improvement	Unsatisfactory
1. General Attitude toward Assignment - Consider: Has a constructive outlook. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____	Staff Response				
	Supervisor Response				
2. Ability to Work with Others - Consider: Gets along well with associates and general public <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____	Staff Response				
	Supervisor Response				
3. Punctuality and Dependability – Consider: Reports for work on time and stays at work until work is completed or until relief worker comes. Is dependable when working alone. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____	Staff Response				
	Supervisor Response				

<i>Assitant's Evaluation Continued (page 2)</i>		Commendable	Acceptable	Needs Improvement	Unsatisfactory
4. Accuracy and Quality of Work – Consider: Is accurate in assignments. Work is efficient and acceptable. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____ _____	Staff Response				
	Supervisor Response				
5. Public Relations – Consider: Understands and practices good public relations with co-workers, parents and general public. Telephone conversations pleasant and businesslike. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____ _____	Staff Response				
	Supervisor Response				
6. Personal Appearance – Consider: Neat, well groomed. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____ _____	Staff Response				
	Supervisor Response				
7. Use of English – Consider: Uses well-chosen and correct words. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____ _____	Staff Response				
	Supervisor Response				

<i>Assitant's Evaluation Continued (page 3)</i>			Commendable	Acceptable	Needs Improvement	Unsatisfactory
8.	Poise – Consider: Self-possessed, professional demeanor. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____ _____	Staff Response				
		Supervisor Response				
9.	Health – Consider: Possess physical vigor and is free from nervous strain or physical handicap which might impair efficient performance. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____ _____	Staff Response				
		Supervisor Response				
10.	Judgment – Consider: Uses good judgment in all matters requiring individual decisions. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____ _____	Staff Response				
		Supervisor Response				
11.	Loyalty – Consider: Is loyal to the policies and programs of the school district. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____ _____	Staff Response				
		Supervisor Response				

<i>Assitant's Evaluation Continued (page 4)</i>		Commendable	Acceptable	Needs Improvement	Unsatisfactory
12. <input type="checkbox"/> Initiative – Consider: Capable of self-direction and has the ability to accomplish work often unassigned. Comments: _____ _____	Staff Response				
	Supervisor Response				
13. <input type="checkbox"/> General Comments and Recommendations: _____ _____ _____					

Recommendations for further employment:

- _____ Continued employment
- _____ Continued employment with use of required improvement plan (plan of assistance).
- _____ Termination of employment recommended. (Supporting information must be attached.)

Signature of Evaluator: _____ Date: _____

Signature of Employee: _____ Date: _____

**The employee's signature does not necessarily indicated agreement – rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

I disagree with this evaluation. *I plan to file a written rebuttal.*

Employee Comments: _____

Bus Driver

Evaluation Instrument

Name: _____

Date: _____

Position: _____

Please check one: _____ Job description – reviewed and current

Evaluation (90 day probation)

_____ Job description – needs revision

Annual Evaluation

Evaluation Criteria		Commendable	Acceptable	Needs Improvement	Unsatisfactory
1.	Quality of Work - Consider: driving performance; reliability; accuracy in completing paperwork; warm-up, fuel and safety checks, cleaning, etc. Demonstrates dedication and time to the job. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____	Staff Response			
		Supervisor Response			
2.	Knowledge and Skills - Consider: Knowledge of State Department of Education and school policy in regard to bus driver regulations; ability to work effectively and safely with all appropriate equipment; ability to communicate effectively <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____	Staff Response			
		Supervisor Response			
3.	Job Approach – Consider: Reliability; good judgment; initiative; ability to plan and organize, follow instructions and be flexible and adaptable. Ability to solve problems. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____	Staff Response			
		Supervisor Response			

<i>Bus Driver's Evaluation Continued (page 2)</i>		Commendable	Acceptable	Needs Improvement	Unsatisfactory
4. Personality and Attitude – Consider: Cooperative; positive working relationships with fellow employees; effectiveness in dealing with students, parents and public; professional demeanor; neat appearance, etc. Communication skills, listens and responses to opinions of others. Comments: _____ _____ _____	Staff Response				
	Supervisor Response				
5. Dependability – Consider: Attendance; punctuality; promptness; meets obligations, accepts obligations, accepts responsibility, etc; committed to continuous improvement. Comments: _____ _____ _____	Staff Response				
	Supervisor Response				
6. General Comments and Recommendations: _____ _____ _____					

Recommendations for further employment:

- _____ Continued employment
- _____ Continued employment with use of required improvement plan (plan of assistance).
- _____ Termination of employment recommended. (Supporting information must be attached.)

Signature of Evaluator: _____ Date: _____

Signature of Employee: _____ Date: _____

**The employee's signature does not necessarily indicated agreement – rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

I disagree with this evaluation.

I plan to file a written rebuttal.

Employee Comments: _____

Food Service Evaluation Instrument

Name: _____

Date: _____

Position: _____

Building: _____

Please check one: _____ Job description – reviewed and current

Evaluation (90 day probation)

_____ Job description – needs revision

Annual Evaluation

Evaluation Criteria		Commendable	Acceptable	Needs Improvement	Unsatisfactory
1.	Quality of Work - Consider: Performance, neatness, creativity, sanitation and safety, food preparation, etc. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____	Staff Response			
		Supervisor Response			
2.	Quantity of Work - Consider: Total output, meeting deadlines and peak workloads, etc. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____	Staff Response			
		Supervisor Response			
3.	Knowledge and Skills - Consider: Knowledge and skills in present duties, knowledge of school lunch regulations, ability to work effectively and safely with all appropriate equipment, ability to communicate effectively, use of basic math, etc. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____	Staff Response			
		Supervisor Response			

<i>Food Service Evaluation Continued (page 2)</i>		Commendable	Acceptable	Needs Improvement	Unsatisfactory
4. Job Approach – Consider: Reliability; good judgment, initiative; professionalism, ability to plan and organize, ability to follow instructions, ability to be flexible, etc. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____ _____	Staff Response				
	Supervisor Response				
5. Personality and Attitude – Consider: Working relationships with fellow employees, effectiveness in dealing with students, parents or public. Neat appearance, professional demeanor, etc. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____ _____	Staff Response				
	Supervisor Response				
6. Dependability – Consider: Attendance; punctuality; promptness; accepting responsibility, meeting obligations, etc. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____ _____	Staff Response				
	Supervisor Response				
7. General Comments and Recommendations: _____ _____ _____					

Recommendations for further employment:

- _____ Continued employment
- _____ Continued employment with use of required improvement plan (plan of assistance).
- _____ Termination of employment recommended. (Supporting information must be attached.)

Food Service Evaluation Continued (page 3)

Signature of Evaluator: _____ Date: _____

Signature of Employee: _____ Date: _____

**The employee's signature does not necessarily indicated agreement – rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

I disagree with this evaluation.

I plan to file a written rebuttal.

Employee Comments: _____

Building Service

(Includes Custodial/Maintenance, Repairman, Head Mechanic and Bus Garage Assistant)

Evaluation Instrument

Name: _____

Date: _____

Position: _____

Building: _____

Please check one: _____ Job description – reviewed and current

Evaluation (90 day probation)

_____ Job description – needs revision

Annual Evaluation

Evaluation Criteria		Commendable	Acceptable	Needs Improvement	Unsatisfactory
1.	Quality of Work - Consider: Performance, neatness, creativity, etc. <input type="checkbox"/> Comments: _____ _____ _____ <input type="checkbox"/>	Staff Response			
		Supervisor Response			
2.	Quantity of Work - Consider: Total output, meeting deadlines and peak workloads, etc. <input type="checkbox"/> Comments: _____ _____ _____ <input type="checkbox"/>	Staff Response			
		Supervisor Response			
3.	Knowledge and Skills - Consider: Knowledge and skills in present duties, breadth of knowledge in general field or work; ability to work effectively and safely with all appropriate equipment; ability to communicate effectively, etc. <input type="checkbox"/> Comments: _____ _____ _____ <input type="checkbox"/>	Staff Response			
		Supervisor Response			

<i>Building Service Evaluation Continued (page 2)</i>		Commendable	Acceptable	Needs Improvement	Unsatisfactory
4. Job Approach – Consider: Reliability; good judgment, initiative; professionalism, ability to plan and organize, ability to follow instructions, ability to be flexible, etc. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____	Staff Response				
	Supervisor Response				
5. Personality and Attitude – Consider: Working relationships with fellow employees, effectiveness in dealing with students, parents or public. Neat appearance, professional demeanor, etc. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____	Staff Response				
	Supervisor Response				
6. Dependability – Consider: Attendance; punctuality; promptness; accepting responsibility, meeting obligations, etc. <input type="checkbox"/> Comments: _____ _____ <input type="checkbox"/> _____	Staff Response				
	Supervisor Response				
7. General Comments and Recommendations: _____ _____ _____					

Recommendations for further employment:

- _____ Continued employment
- _____ Continued employment with use of required improvement plan (plan of assistance).
- _____ Termination of employment recommended. (Supporting information must be attached.)

Building Service Evaluation Continued (page 3)

Signature of Evaluator: _____ Date: _____

Signature of Employee: _____ Date: _____

**The employee's signature does not necessarily indicated agreement – rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

I disagree with this evaluation.

I plan to file a written rebuttal.

Employee Comments: _____

APPENDIX F

Request for Trips Form
(for trips outside daily runs)

Onsted Public Schools
Request for Trip

The top half of this form is to be completed by the person(s) requesting a trip outside the daily runs and submitted to the Transportation Supervisor and/or his/her designee.

Name of person(s) requesting the trip: _____

Phone number and best time to be reached: _____

Date of trip: _____ Time of trip: _____

Place of trip: _____

Special instructions: _____

Date and time this request was submitted to the Transportation Supervisor: _____

Signature of person(s) requesting the trip

Signature of building principal/athletic director/supervisor authorizing the trip

=====
(The bottom half of this form is to be completed by Transportation Supervisor)

Acknowledgment of receipt of trip request

Date and time request was received:

Signature of Transportation Supervisor and/or his/her designee

The trip form is to be posted and a copy given to the Transportation Association Representative.

LETTER OF AGREEMENT

The Board and Association agree to form a sub-committee to study the wages and longevity compensation of all paraprofessionals in Lenawee County and other comparable Districts.

The committee will be comprised of equal partners of Board and Association representatives.

The committee will commence no later than thirty (30) days after the ratification of the contract and report their findings to the successor negotiation teams.

The recommendation of the committee is non-binding.

FOR THE BOARD

FOR THE ASSOCIATION

Date: _____ 2007