

MASTER AGREEMENT

between

MORLEY STANWOOD COMMUNITY SCHOOLS

and

MORLEY STANWOOD SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

2007 - 2010

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AGREEMENT

This Agreement is entered into this 6th day of June 2008, between Morley Stanwood Community Schools Board of Education (hereinafter referred to as the "Employer") and the Morley Stanwood Support Personnel Association, MEA/NEA (hereinafter referred to as the "Association").

ARTICLE 1 RECOGNITION

- A. Pursuant to and in accordance with the provisions of the Public Employment Relations Act and the Certification of Representative in MERC Case No. R01 C-040, the Employer does hereby recognize the Association as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of:

All full-time and regular part-time bus drivers, mechanics and custodians, and paraprofessionals.

- B. If the Employer creates any new positions within the above employee classifications during the life of this Agreement the Association shall be notified. If a dispute exists as to the inclusion or exclusion of any such position from the bargaining unit, either party may petition the Michigan Employment Relations Commission for resolution of that issue which shall have sole jurisdiction over unit determination/clarification matters.

ARTICLE 2 EMPLOYER RIGHTS

- A. Nothing contained herein shall deny or restrict the Employer of its rights, responsibilities and authority under the Michigan Revised School Code, the Public Employment Relations Act and other laws or regulations. Except as specifically stated in this Agreement, all the rights, powers and authority the Employer had prior to this Agreement are retained by the Employer.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised by the Employer. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.
 2. Assignment and direction of its personnel, to determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours, shifts or work days as well as transportation routes and schedules.
 3. Direct the working forces, including the right to hire, promote, discipline and discharge employees (for just cause, as applied to seniority employees) transfer and reassign employees, assign or reassign work or duties to employees, determine the size of the work force and to layoff employees.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine: all methods and means of providing its services; methods, schedules and standards of operation; the means, methods and processes for carrying on the work including automation or changes therein; and the institution of new and/or improved methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees, including the right to require that employees are able to perform essential job functions with or without reasonable accommodation, in conformance with applicable federal and state law and administrative regulations.
 7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.

8. Determine the contracting and placement of operations, production, service, maintenance and distribution of work and the source of materials and supplies.
 9. Determine the source and structure of the Employer's organization, its functions, authority, amount of supervision and table of organization.
 10. Determine the policy affecting the selection, testing or training of employees.
 11. Establish course of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc. by employees, including special programs.
 12. Determine and re-determine job content, to establish and modify job descriptions and job classifications.
 13. The right to plan, alter, modify, change or discontinue bus routes and/or the assignment or reassignment of buses to routes.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.
- E. The exercise of Employer rights under this article shall be subject to the grievance procedure except if the matter in question has been exempted from the grievance and arbitration procedures set forth in Article 5.

ARTICLE 3 AGENCY SHOP

- A. Any member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the commencement of employment, shall, as a condition of employment, pay as a service fee to the Association, an amount equivalent to the dues and assessments required to be paid by the members of the Morley Stanwood Support Personnel Association MEA/NEA, less any amounts not permitted by law, in the manner provided in this article.
- B. In the event that a bargaining unit member does not remit membership dues to the Association or does not pay the service fee directly to the Association (or authorize payment of membership dues or the service fee through payroll deduction) the Board shall, pursuant to MCLA 408.477, and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the following procedures:
1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to this article.
 3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
 4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- C. Nothing in this article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with applicable statutory provisions.
- D. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "objections to political-ideological expenditures – administrative procedures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association 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

thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement. The Association agrees, upon request from the Board, to provide the Board with the materials distributed by the Association to bargaining unit members who choose either not to join the Association or to object to the representation service fees. The parties agree to meet, discuss and exchange information regarding issues relevant to any pending claim upon the request of either party.

- E. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- F. Further, the Association agrees to promptly notify the Board in the event a court order, an order of an administrative agency, or arbitration award is rendered restricting the Association from implementing its agency fee objection policy or from charging or allocating any of the Association's expenditures to bargaining unit members who choose not to join the Association. In the event of the entry of such involuntary wage deduction under this article the Board shall have the right to immediately suspend involuntary wage deduction under this article and shall promptly give notice of any such decision to the Association.
- G. The Association shall indemnify and save the Board harmless against any and all claims, demand, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing the Association security provisions of this article. Further, the Association agrees to indemnify and save the Board of Education of the Morley Stanwood Community Schools, the individual trustees of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as all court and/or administrative agency costs that may arise out of or by reason of, action by the Board or its agents for purposes of complying with the Association security provisions of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this article are either unenforceable or void.
- H. An employee who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations, shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such employee shall be required, in lieu of periodic dues, service fees and/or initiation fees, to make a donation equivalent to the service fee, to the Morley Stanwood Support Personnel Association's Scholarship Fund

ARTICLE 4
ASSOCIATION REPRESENTATION AND RIGHTS

- A. The Association shall advise the Employer, in writing, of the names of all Association officers (and their alternates), Grievance Chairperson, and Steward, within ten (10) days of their election or appointment. The Association shall elect or select one (1) person to represent the employees of the bargaining unit as the Grievance Chairperson. The Grievance Chairperson shall act as Steward for his/her classification. If the Grievance Chairperson is in the Custodian classification one Steward shall be elected in the Bus Driver classification. If the Grievance Chairperson is a Bus Driver the Association shall elect a Steward and another for the Custodian classification. The Employer shall not be required to recognize or deal with any employee as a representative of the Association other than those designated in the manner described above.
- B. Steward, the Grievance Chairperson, and other Association representatives may represent the bargaining unit members and are authorized to resolve grievances and other matters on behalf of such bargaining unit members in any step of the grievance procedure provided in this Agreement. Any grievances and matters resolved with the Employer or its representatives shall be final and binding upon the employees, the Association and the Employer.
- C. Except with the express prior agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Association activities whatsoever. All grievance procedures and investigations by the Association will be conducted during times which do not interfere with the employee's assigned duties. It is understood and agreed that if at any time, and by prior mutual agreement with the Employer, such procedures are handled within the time of normal assigned duties (for which the employee would otherwise be compensated) the employee(s) involved shall suffer no loss of pay.
- D. The Association shall have access to designated bulletin boards in the work areas of employees covered by this Agreement. Postings by the Association shall be limited to its official notices which shall be signed by either an Association Representative or the Grievance Chairperson.
- E. The Association shall be allowed the use of school facilities for its official meetings in accordance with the Employer's policies and regulations for usage by employee organizations.
- F. Association leave days will be provided to allow members of MSSPA to attend Association business as follows:

Non-bargaining years	Seven (7) days
Bargaining years	Fifteen (15) days

No More than 2 employees from each unit will request Association release for any one business day. The cost of substitute(s) wages, FICA and retirement will be borne by the MSSPA. The use of the days requires the MSSPA president's approval.

**ARTICLE 5
GRIEVANCE PROCEDURE**

- A. A grievance is a written claim by one or more employees that there has been an alleged violation or misapplication of the express terms of this Agreement. This grievance procedure is intended to be the sole and exclusive procedure for addressing breach of contract claims brought by employees or the Association, as is applicable. The time limits set forth in this procedure shall be regarded as mandatory periods of limitation for the bringing of any claims that this contract has been violated.

An aggrieved employee or grievant is the employee(s) directly affected by the alleged contract violation. In extenuating circumstances (*e.g.*, employee extended illness) where an employee is unable to initiate or appeal a grievance, the Association shall be considered to act on behalf of the employee.

All grievances must be filed within five (5) days after occurrence of the circumstances giving rise to the grievance, or within five (5) days from the date the employee reasonably became aware thereof, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

- B. Written grievances as required herein shall:
1. be signed by the grievant (or by the Association, in extenuating circumstances, as described above);
 2. contain a specific explanation of the facts giving rise to the grievance;
 3. cite the specific article(s), section or subsection(s) of this Agreement alleged to have been violated;
 4. contain the date of the alleged violation;
 5. specify the relief requested.

The Employer shall not be obligated to process grievances which are not in compliance with the above standards. Should the Employer reject a grievance on this basis, it shall give written notification to the involved employee and the Grievance Chairperson.

At all steps of the grievance procedure, the grievant and the Association representatives shall disclose to the Employer's representatives a full and detailed statement of all facts relied upon, the remedy sought, and the provisions of the Agreement relied upon. In the same manner, the Employer's representatives shall disclose all facts relied upon by the Employer.

Employees involved in grievance processing, arbitration or unfair labor practice proceedings shall be permitted to attend such activity without loss of pay.

- C. The term "days" as used herein shall mean work days on which the District's central administrative offices are open. Time limits may be extended only upon mutual written Agreement of the parties. The Employer declares its intention to answer grievances presented by the Association within the time limits specified in this article. Any grievance not answered within the time limits by the Employer may be advanced to the next step by the Association. Any grievance not pursued by the Association or employee (as applicable) within the time limits shall be deemed settled on the basis of the Employer's last response.
- D. Any employee having a grievance shall first take up the matter with his/her immediate supervisor.

If no satisfactory answer or disposition is received the complaint shall be processed as follows:
Step 1. The employee and/or the Steward shall within five (5) days after occurrence of the circumstance causing the grievance reduce the matter to written form and submit same to the employee's immediate supervisor or the Superintendent. The supervisor or Superintendent shall, within five (5) days, record his/her disposition on all copies of the grievance form and return a copy to the grievant, the Grievance Chairperson, and the Association.

Step 2. Failing to resolve the grievance at Step 1, the employee and the Grievance Chairperson shall within five (5) days of receipt of the Supervisor's disposition, appeal the matter with the Superintendent or designated representative. A meeting to discuss the grievance will be held between the Superintendent (or designee), the grievant, the Grievance Chairperson and the Association. The Superintendent or designated representative shall, within ten (10) days of this meeting, record the Superintendent's disposition on all copies of the grievance form and return copies to the Grievance Chairperson, the grievant and the Association.

Step 3. Appeal to Step 3 must be taken, in writing, by the Association within ten (10) days of receipt of the Superintendent's disposition at Step 2. Individual employees shall not have the right to process a grievance to Step 3. The Association shall request that a conference be scheduled between an official or officials of the Association and the Board of Education within twenty (20) days of the Employer's receipt of the appeal to Step 3. The Board of Education shall give its decision, in writing, relative to the grievance within seven (7) days following the Board of Education's next regularly scheduled monthly meeting.

Step 4. Individual employees shall not have the right to process a grievance at Step 4.

- a. If the Association is not satisfied with the disposition of the grievance at Step 3, it may, within twenty (20) days after the decision of the Board refer the matter to arbitration by serving a written demand to that effect upon the Employer. Within ten (10) days after receipt of the arbitration demand by the Employer (or a longer period, if mutually agreed upon), the designated Employer representative and the Association Representative shall confer for the purpose of identifying a mutually acceptable arbitrator to hear the dispute. If an arbitrator is not selected as a result of such conference, the Association shall, within ten (10) days after the expiration of the above period, file a demand for arbitration with the Michigan Employment Relations Commission for appointment of an arbitrator from a list of at least seven (7) arbitrators residing in Michigan.

- b. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum established in Step 4 is intended to exclusively and finally resolve disputes between the parties over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.
- c. Powers of the arbitrator are subject to the following limitations. The arbitrator shall have no power to:
 - 1. add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - 2. establish salary scales or to change any salary.
 - 3. rule upon the termination of services of or failure to re-employ any probationary employee.
 - 4. consider any claim for which there is another remedial procedure or forum established by law or governmental regulation.
 - 5. rule upon the content of employee evaluation, except if that evaluation forms the basis for the discharge of a non-probationary employee.
 - 6. change any practice, policy or rule of the Employer nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Employer. The arbitrator shall be limited to deciding whether the Employer has violated the express articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
 - 7. hear any grievance previously barred from the scope of the grievance procedure.
- E. More than one (1) grievance may not be considered by the Arbitrator at the same time except upon expressed written mutual consent.
- F. The cost of the Arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.
- G. If the Employer disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the issue of arbitrability. Should the arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the arbitrator shall not be regarded as a waiver by either party of its right to institute civil litigation contesting either the authority of the arbitrator or any award allegedly rendered in excess of such authority.

- H. Notwithstanding the expiration of this Agreement, any grievance filed prior to the expiration date of this contract (as defined in the duration clause) may be processed through the grievance procedure until resolution. No grievance shall be filed or based upon any prior or previous Agreement or upon an alleged event or omission occurring prior to the effective date of this Agreement. Grievances filed after the expiration of this Agreement shall not be processed under these procedures unless otherwise specifically agreed, in writing, by both the Employer and Association.
- I. Claim for Back Pay. The Employer shall not be required to pay back wages more than twenty (20) days prior to the date a written grievance is filed.
- All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of the back pay.
- J. The Opinion and Award of the arbitrator shall be binding on the Association, the Employer, and employees.

ARTICLE 6
PROBATIONARY PERIOD

- A. A newly hired bargaining unit member shall be on probationary status for sixty (60) work days, taken from and including the first day of regular employment. However, the Employer has the right to extend the probationary period for an additional thirty (30) work days, on an individual basis, upon notice to the probationary employee and with the consent of the Association. This notice shall state the reason for the extension. Any time prior to the completion of the probationary period, the employee may be disciplined and/or discharged, for any reason, without appeal. Probationary bargaining unit members who are absent during their probationary period shall work additional days equal to the days absent in order to complete their probationary period. Such employees shall not have completed their probationary period until these additional days have been worked.

- B. Upon satisfactory completion of the probationary period, the bargaining unit member's seniority date shall be retroactive to the first working day in the job classification in which probationary service was completed. At that time, the bargaining unit member's name shall be entered on the seniority list, as provided in Article 7 of this Agreement.

- C. During the probationary period an employee shall not be eligible for any benefits (i.e. paid leave and insurance coverage's) under this Agreement.

- D. A newly hired bargaining unit member will receive a copy of this Agreement and the insurance booklet, provided such materials are available to the district central office. They will also receive the Michigan Public School Employees Retirement System booklet entitled "Retirement Guidelines", provided they have not worked in the district previously and received a copy as a result of that employment.

ARTICLE 7 SENIORITY

- A. A bargaining unit member's seniority shall date from such employee's most recent starting date of full-time or regular part-time employment with a classification in the unit as described in the recognition provisions of this Agreement.

The seniority classifications recognized under this Agreement shall be:

1. Bus Driver
2. Custodian
3. Lead Custodian
4. Maintenance Person
- 5. Mechanic**
6. Paraprofessional

Note: Current head custodians at other buildings in the district will continue in that capacity and be paid at the maintenance person rate subject to: 1) negotiations between the parties at the expiration of this Agreement, 2) their separation from service from Morley Stanwood Community Schools, or 3) their assignment to another position within the district. In the event that a head custodian(s) should vacate their position, the vacancy would be filled with a person in the "Lead Custodian" classification. The Board reserves the right to create and post the position of maintenance person(s) who has (have) responsibilities at all locations in the district. Individual buildings will be assigned either a head custodian or lead custodian, but not both.

DUAL CLASSIFICATION

Bargaining unit members in the Bus Driver and Paraprofessional classification may also work in other positions within the District. These other positions may be in the Mechanic or Custodian or paraprofessional classifications covered by this Agreement or may be in other assignments outside the Association's bargaining unit which are not covered by this Agreement.

Bargaining unit members employed in these dual assignments will drive their regularly assigned AM and PM routes and will then work their scheduled hours in their other assignment. Where a bargaining unit member has dual assignments in classifications in this bargaining unit, he/she will be eligible to receive holidays, vacations, weather days and insurance premium contributions as if he/she were a full-time employee, for the months that the dual assignment is performed, subject to the other eligibility conditions within this Agreement for entitlement to the above benefits. During summer recess and on days during the regular school year when student transportation is not scheduled (other than due to inclement weather) Bus Drivers who are dually assigned as Custodians or Mechanics will be assigned an eight hour shift as a Custodian or Mechanic, as is applicable, on those days.

Bargaining unit members with dual assignments in classifications in this bargaining unit shall have seniority in each classification as of their date of entry into that classification. Persons in the

Mechanic classification created as of August 1, 2004 will have a seniority date of their original date of hire as a mechanic and shall also retain seniority as a Bus Driver as designated on the seniority list prepared by the Board on November 1, 2003 .

All seniority under this Agreement shall be by classification. Seniority may be exercised only in the classification in which it is accumulated. There shall be no seniority among probationary employees.

Seniority in classification shall be as of the date of entry into that classification, except for a probationary employee, in which case seniority shall be credited retroactively to the employee's first day of work upon completion of the probationary period, as specified in Article 6 of this Agreement. Those employees, who acceded to the Union in 2007 under the paraprofessional classification, will be determined by their original hire date for placement on the seniority list. All others entering this classification after ratification of the 2007 contract will accrue seniority by date of entry into the classification.

Movement from one classification to another shall not terminate seniority that the employee has previously accumulated in the other seniority classification under this Agreement, provided there has not been a break in continuous employment. However, seniority shall not continue to accrue in the former classification.

- B. The Employer shall annually (by Nov. 1) provide the Association President a list of the employees, arranged in order of their classification seniority. The Association and employees shall have thirty (30) calendar days after receipt of said list to make any objection regarding accuracy of the list. Absent such objection, the Employer's list shall be conclusive.

The seniority list shall contain the employee's name, classification, date of hire in that classification and date of hire into a position in this bargaining unit. In the event that more than one employee has the same date of hire (i.e. date the hire was formally approved by the Board) in a seniority classification, seniority placement shall be determined, first, by the order in which the employee's hire was approved by the Board, as reflected in the Board's official minutes. If two or more employees were hired in the same Board resolution or motion, the last four digits of their Social Security numbers shall determine placement on the seniority list, with the higher number having higher position on the seniority list.

- C. Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall accumulate seniority while the employee works in the non-unit position for a period of one (1) year from the time of promotion or transfer. After the one (1) year period, the transferred or promoted employee shall retain previously accumulated seniority but shall no longer accumulate seniority.
- D. An employee's seniority and employment shall terminate if:
1. The employee resigns (including retirements); or

2. The employee is discharged; or
3. The employee fails to return to work within five (5) working days after receiving notice of recall under the procedures set forth in Article 8 of this Agreement without submitting an excuse acceptable to the Employer. Allowances will be made for unforeseeable and verified emergency situations; or
4. The employee is absent from work for three (3) consecutive working days without advising the Employer of a reason acceptable to the Employer for such absence (this shall not be construed as a limitation upon the Employer's right to impose discipline for any unexcused absence). Allowances will be made for unforeseeable and verified emergency situations; or
5. The employee does not return from a leave of absence within three (3) working days after the leave expires without advising the Employer of a reason acceptable to the Employer. Allowances will be made for unforeseeable and verified emergency situations; or
6. The employee gives a false reason in requesting a leave of absence or places false information on his/her application for employment; or
7. A settlement with the employee has been made for separation from employment; or
8. The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of such employee's employment or twenty-four (24) calendar months.

**ARTICLE 8
LAYOFF AND RECALL**

- A. "Layoff" shall be defined as a determination by the Employer to reduce the work force either by discontinuing the employment of a designated number of individual bargaining unit positions and/or through a reduction in the hours assigned to positions within the bargaining unit. The Employer reserves the right to select the routes and/or assignments to be reduced. Bargaining unit members shall receive seven (7) calendar days notice of layoff.
- B. In the event that the Employer determines that a layoff is necessary, such layoff will be accomplished by seniority classification through elimination of and/or reduction in the number of routes and/or assignments.

Seniority shall be applicable as a factor along with certification and ability in layoffs and recalls.

1. "Seniority" shall be defined as in Article 7 Section A of this Agreement.
 2. "Certification" shall be defined as possession of all valid licenses (*e.g.*, chauffeurs license, mechanics license, CDL/group designation, passenger vehicle endorsement) and state-issued certificates appropriate for the assignment. Bus Drivers shall have completed initial and continuing courses in school bus safety education as well as any required on-road skills tests.
 3. "Ability" shall include: physical ability; mental ability; capacity to successfully provide service, including consideration of evaluations and work records; satisfying all standards contained in Regulations issued to implement the Omnibus Transportation Employee Testing Act of 1991; not being cancelled or qualified for coverage on the Employer's standard fleet insurance policy; not being convicted of any offense specified in Section 53(4) of the Pupil Transportation Act or any other offense indicative of unfitness to provide services to students.
- C. Probationary employees in a classification being reduced shall be laid off first. When the Employer determines to further reduce the size of the work force in a seniority classification, employees in that seniority classification shall be reduced in order of least seniority, provided that there are more senior employees within that seniority classification remaining who possess the certification and ability required to perform the assignments vacated by the least senior employee(s) in the classification.
- D. The Employer shall recall seniority employees from layoff according to seniority within the classification of the vacant assignment(s), provided that the recalled employee is certified and able (at the time of recall) to perform the available work. The Employer shall not be required to post any vacancy occurring when there is a bargaining unit member on layoff status having the requisite classification seniority, certification and ability to fill that opening. However, prior to recalling a laid off employee (as described above) the Employer shall canvass actively employed

bargaining unit members having greater seniority in the same classification to determine their interest in the vacant assignment.

- E. Notices of recall shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address as shown on the Employer's records. It shall be the bargaining unit member's responsibility to keep the Employer notified of his/her current mailing address. The recall notice shall state the time and date on which the employee is to report to work. A recalled employee shall be given five (5) working days from receipt of a recall notice to report to work. The Employer may fill the open position on a temporary basis until the recalled employee is scheduled to report for work. A bargaining unit member who declines recall to perform work for which he/she is certified and able to perform under this Agreement shall forfeit his/her seniority rights under this Agreement and shall be considered a quit.

- F. A bargaining unit member who is paid unemployment compensation benefits during the summer months chargeable to the Employer and who is subsequently employed in the bargaining unit at the beginning of the ensuing school year shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for the ensuing school year had he/she not received unemployment compensation benefits during the summer months.

ARTICLE 9 ASSIGNMENT

- A. Five (5) work days shall constitute a normal work week within the interval commencing Monday A.M. through Sunday P.M. Working hours, shifts, and schedules shall be established by the Employer. Upon mutual agreement between the Association and the Employer, an annual letter of understanding will allow custodians to work four (4) ten-hour days during periods when school is closed for one (1) week or more.
- B. Bus Drivers
1. Prior to the commencement of the school year, any vacant regular bus runs will be posted. Drivers shall have the right to bid by classification seniority, certification and ability for vacant runs. Bids for vacant bus runs shall be made known to the Employees at least five (5) days prior to the beginning of school at a meeting held by the Employer and all bidding shall be completed and routes assigned prior to the beginning of school.
 2. If a vacancy on a bus run occurs after the beginning of the school year, the Employer shall have the right to utilize a substitute for up to thirty (30) work days. On or before the thirty (30) day limitation, the bus supervisor shall contact each bus driver by seniority to determine interest in the vacant run. Any vacancies resulting from awarding of the initial vacancy or succeeding vacancies shall likewise be bid in a similar fashion. Bids will be awarded on the basis of classification seniority, certification and ability as those terms are defined in Article 8 of this Agreement.
 3. The Employer reserves the right to reassign buses and/or runs based on District needs.
 4. Extra trips are defined as any out of district trips other than a regularly scheduled bus run transporting students to and from off-site academic programs (such as vocational education and/or special education) and mini-trips. Extra trips shall be assigned to the bus garage. Extra trips shall be assigned by classification seniority on a rotating basis. The following specific procedures shall apply to the assignment of extra trips:
 - a. Extra trips will normally be posted and drivers must sign the list by the designated time to bid on the extra trip. The parties recognize that the Employer may receive late orders for extra trips. In such event, the Employer shall attempt to follow rotation, provided drivers having rotation priority are available for extra trips.
 - b. Extra trips shall be allocated among drivers on a rotating basis, with the initial rotation on the basis of classification seniority. Drivers shall either sign up for an extra trip or cross off by 8:30 a.m. of the business day occurring at least forty-eight (48) hours prior to the time the trip leaves the garage.
 5. Bus drivers shall be assigned 2 regular routes per day a.m. and p.m. Extra regular routes (ie, PPI, Alternative Ed, ISD runs...) shall be offered by

classification seniority, and assigned to the most senior qualified bargaining unit member. No bargaining unit member may be assigned more than 1 extra regular route.

EXTRA TRIP SIGNING PROCEDURE
(As voted on by majority vote on 10/23/03)

<u>If the trip goes out on</u>	<u>It must be signed by 8:30 am on</u>
Monday-----	Thursday
Tuesday-----	Friday
Wednesday-----	Monday
Thursday-----	Tuesday
Friday-----	Wednesday
Saturday-----	Thursday
Sunday-----	Thursday

- a.** If a driver having rotation priority declines by crossing off, he/she goes to the end of the rotation. If the driver eligible for the trip does not indicate their choice by the above specified time, their name will be crossed off and the next driver in the rotation would be eligible to take the trip. Saturdays and Sundays will not be counted in the forty-eight (48) hour period.
- b.** In the event that there is a late order for an extra trip (meaning it was not posted at least two (2) days in advance), the assignment shall be given to the next available driver having rotation priority. However, drivers declining these trips shall not forfeit their place on the rotation. If that driver accepts the trip, that trip constitutes the driver's turn in the rotation.
- c.** Drivers are to honor their signatures when accepting extra trips. If not, they shall be excluded from all extra trips for a one (1) week period, except in emergency conditions approved by the Employer. In the case of a driver having an emergency so as not to be able to drive the run, he/she must notify the Employer at the earliest possible time to be excused. If a driver accepts an extra trip assignment and later indicates that he/she cannot fulfill this obligation, the extra trip shall be allocated to the next driver having priority on the rotation, provided such driver is available for assignment. If the Employer is unable to contact such driver, the trip shall be assigned to an available driver.
- d.** Postponement or cancellation of extra trips that have been bid upon shall be handled as follows:
 - (1) If the postponement or cancellation takes place by the end of the day preceding the day of the extra trip, the driver shall have the option of signing up for the next available extra trip that has not already been bid upon by another driver.

- (2) If the postponement or cancellation takes place on the same day as the extra trip was scheduled and the driver is able to complete their regular runs, the supervisor shall assign the next available extra trip that has not already been bid upon by another driver. If the cancellation occurs so that the driver cannot complete his/her regular run, he/she shall be compensated for that missed regular run.
- e. In the event that a driver is absent, another driver may be assigned the absent drivers run(s) on a classification seniority basis, provided that the bus driver would not have to give up any part or all of their regularly scheduled assignment to accept such runs. These assignments may be on a rotating seniority basis or they may be assigned on an annual "driver for driver" basis (driver A always subs for driver B, driver C always subs for driver D, etc.). The method of assignment may be made at the discretion of the bus drivers. Their decision is valid for the entire school year and is irrevocable.
- f. Driver(s) reporting for a canceled trip scheduled on a week-end or a no school day will be paid for one (1) hour of show up time at the extra trip rate unless notified at least one (1) hour prior to the scheduled departure time of the trip.

C. Custodians/Paraprofessionals

1. Vacancies shall be posted for five (5) work days before being filled. The posting shall indicate the classification, shift and wage scale.
2. Employees desiring to apply for a vacancy must make written application within the posting period.
3. After the expiration of the posting period the Board may fill the position by transfer of an employee within the classification or by awarding the position to another applicant. In making the decision to award the position to an applicant, the Board will consider the certification, job classification, disciplinary record, qualifications, skills, abilities, experience and seniority (if any) of the applicants. The decision of the Board in filling the position shall be final, and shall be subject to the grievance procedure only upon a claim that the Board's decision is arbitrary or capricious.
4. If a paraprofessional meets the qualification requirements of Section 1119 of the No Child Left Behind Act as well as the regulations issued under the statute, 34 CFR 200.58, he/she shall be regarded by the District as eligible for assignment to a position requiring those qualifications.

Paraprofessionals will satisfy the qualification requirements of Section 1119 of the No Child Left Behind Act, and its regulations (34 CFR 200.58), through demonstrating a rigorous standard of quality in the knowledge of and ability to assist in instructing

reading/language arts, writing and mathematics. The test utilized shall be a test specifically endorsed by the Michigan Department of Education for this purpose.

- D. A "vacancy" shall be defined as a newly created position within a classification in this bargaining unit or a present position in this bargaining unit which becomes vacant by reason of the permanent separation (resignation, death, discharge) of the bargaining unit member formerly in that position.
- E. An employee who is awarded a vacant position shall be granted a trial period to determine:
 - 1. The person's ability to perform the job competently; and
 - 2. The person's desire to remain on the job.

This trial period shall be twenty (20) work days when the vacancy awarded is in the same classification and thirty (30) work days when an existing bargaining unit member is awarded a vacancy in a different classification under this Agreement.

At the close of or during the trial period, the Employer may return the employee to his/her former position if he/she is unable to perform the job, in the Employer's judgment.

The employee may voluntarily return to his/her former classification at any time during the trial period without loss of seniority. During the trial period, the Board may utilize a substitute in the former position of the employee who has been awarded the vacancy.

- F. If an employee transfers to a supervisory position under the Employer not included in the bargaining unit, and thereafter, within one (1) year, transfers back to a position within the bargaining unit, h/she shall continue to accumulate seniority while working in the supervisory position to which he/she transferred. After this period, the employee shall no longer accumulate seniority but shall retain any previously accrued seniority within this bargaining unit.
- G. The Employer has the exclusive right to establish job classifications and descriptions, subject to negotiation of a wage rate for the new classification. If the parties are unable to agree on a newly established wage rate, an interim rate for the new classification may be put into effect by the Employer, pending conclusion of negotiation over the new rate with the Association. If the parties are unable to reach a mutual agreement during the term of this contract over a newly established wage rate, either party may involve the assistance of a mediator from the Michigan Employment Relations Commission.

ARTICLE 10
UNPAID LEAVES OF ABSENCE

- A. A leave of absence is a written authorized absence from work without pay. A leave shall be granted, denied or extended in the sole discretion of the Employer (except where leave is required to be granted to an employee eligible under the Family and Medical Leave Act) upon written request for such leave by the employee who shall state the reason for the leave and its requested duration. Only employees who have one (1) or more years of seniority may be granted an unpaid leave of absence.

Any extension requests shall be submitted in writing to the Employer, prior to the expiration of the time of the original leave period.

- B. Leaves requested due to illness or disability must be accompanied by a medical certificate that the employee is unable to work and the physiological and/or psychological reason(s) therefore. Medical statements shall be by a medical doctor (M.D.) or a doctor of osteopathy (D.O.). The Employer shall have the right to independent medical verification at the time of the leave request and/or before the employee is permitted to return to work (at the Employer's expense), or may first allow such verification from the employee's physician prior to deciding whether to seek a second opinion.

Medical leaves may be extended for a period of time necessary for complete recovery, but not to exceed twelve (12) calendar months. Renewal of leave shall be at the discretion of the Board.

- C. Unpaid leave (other than medical) shall not exceed a total of three (3) calendar months, or the end of the school year, whichever comes first (unless an eligible employee qualifies for a longer leave period under the Family and Medical Leave Act). However, exceptions to this requirement may be jointly agreed upon by the Association and the Employer.
- D. All leave requests shall state the exact date on which the leave is requested to commence and the exact date on which the employee is to return to work, subject to approval of the Employer.
- E. During an unpaid leave of absence:
1. The employee may not seek work elsewhere unless agreed to by the Employer.
 2. The employee must take the leave for the reason so stated on the application.
 3. Employees shall not return to work prior to the expiration of said employee's leave unless otherwise agreed to by the Employer. The employee must submit written notification of return to work at least five (5) working days prior to the scheduled date of return.
 4. Employees shall return to work from a leave on the date scheduled, but in no event later than three (3) days after the scheduled expiration date if an extension has been granted, in advance, by the Employer.

5. Failure to comply with 1-4 (above) may lead to disciplinary action up to and including loss of seniority and discharge, subject to the employee's right to seek relief in the grievance procedure except for probationary employees.
- F. Time spent on unpaid leave shall not be counted as time worked for purposes of overtime payments/eligibility, paid leave accrual, or for seniority accrual [where the unpaid leave exceeds ninety (90) work days]. The effect of unpaid leaves of absence upon eligibility for longevity and the retirement stipend shall be as defined in Appendix A of this Agreement.
- G. Upon return to work from a leave of absence, such employee shall be re-employed in the seniority classification to which the employee was assigned at the time leave was taken and at the prevailing rate of pay for that job, subject to all provisions of this Agreement.

Compliance with the above standards shall be regarded by the parties as restoration to an equivalent position, for purposes of the Family and Medical Leave Act.

- H. To the extent required by the Family and Medical Leave Act, an eligible bargaining unit member shall be granted leave and the other rights specified by that law. When leave is taken by an eligible bargaining unit member under the Family and Medical Leave Act, the Employer shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including Employer and eligible bargaining unit member rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

ARTICLE 11 PAID LEAVE

A. Sick Leave

1. After successful completion of their probationary period, bargaining unit members will be credited with one (1) day of sick leave for each full month of service to be performed during the remainder of the contract year (July 1 - June 30). Thereafter, on July 1 of each year, bargaining unit members will be credited with one (1) day of sick leave for each full month normally worked in a contract.
2. Unused sick leave may be accumulated from year to year up to a maximum of one hundred (100) days. Upon retirement from Morley Stanwood Community Schools, the employee will receive \$20 per day of unused sick leave to a maximum of fifty (50) days.
3. Probationary employees shall be ineligible for sick leave.
4. A sick leave day shall be credited as a unit of time equal to the number of hours or runs that an employee works during the preceding month of employment, excluding extra runs. If an employee uses sick leave, they will be paid according to the regular runs missed on that day. Regular runs would include any routes that would have been conducted on that day such as career center, preschool, special education, transfers, etc., but would exclude extra trips such as field trips or athletic events.
5. Bargaining unit members may utilize sick leave for any of the following reasons:
 - a. Any physical or mental condition which disables an employee from rendering services.
 - b. Emergency medical, dental, or health care which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
 - c. Bargaining unit members absent as a result of a condition covered by Workman's Compensation and sustained while performing duties as an employee of this district may use available sick leave and/or vacation leave or may take these days without pay.
6. Year around employees sick leave shall be used in either full, or one-half (1/2) day, or one-quarter (1/4) day increments. Quarter (1/4) day increments must be taken at either the beginning or the ending of the employee's regular shift. Proper notification must be made to the employee's immediate supervisor. Bus Drivers having either an IDS or PPI route shall use sick leave in either full or one-third (1/3) day increments.

7. In order to be eligible for payment of sick leave, a bargaining unit member must notify the Employer of absence as soon as practicable prior to the start of any runs or shifts to which the bargaining unit member is assigned. Within twenty-four (24) hours of return to work, the bargaining unit member shall complete and sign the form provided by the Employer for recording the use of sick leave.
8. The Employer may require that any employee applying for use of sick leave for any particular day(s) or absence procure a doctor's certification of illness or disability for the day(s) absent. Such certification shall be mandatory for all absences of more than three (3) consecutive work days. Unauthorized failure to obtain such certification shall constitute a sufficient basis for denial of use of sick leave and/or for disciplinary action.
9. The Employer may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Employer for purposes of: verifying an employee's eligibility for leave under any provision of this Agreement; to evaluate fitness for duty where the Employer has reasonably founded concerns related to job performance or safety; to comply with state and/or federal statutes requiring periodic examinations; or to assess an employee's fitness for return to duty. The Employer shall pay the cost of any physical or mental examination required under this section.
10. People who exhaust all leave and still require a day off must compensate the District for daily insurance costs.

B. Emergency/Personal Business Leave

1. Each year two (2) days shall be granted for the purpose of conducting personal business which cannot normally be carried on before or after work hours or on weekends. Probationary employees shall be ineligible for accrual or use of personal business leave.
2. Notification of desire to take a personal business leave day shall be filed in writing with the employee's immediate supervisor at least forty-eight (48) hours in advance of the beginning of the leave day, except in cases of emergency when shorter notice is acceptable. The leave request shall include the signature of the employee. In so signing, the employee is providing written testimony that the request for leave complies with the terms of this Agreement. All unused personal days at the end of each year may be sold back to employer at the employees daily rate or added to sick leave, the decision must be made by drivers' or paraprofessionals' last day of instruction, custodians and mechanics by last day of contract year.
3. Personal business leave shall not be used for recreation, engaging in other work, or for vacation. Such days shall not be taken immediately before or after a school holiday, vacation or recess period.
4. Personal leave for drivers having either a PPI or ISD route shall use personal leave in 1/3 or full day increments.

C. Bereavement Leave

A maximum of three (3) days of leave per occurrence shall be granted for a death in the bargaining unit member's immediate family (defined as: spouse, parent, stepparent, parent-in-law, grandparent, child, stepchild, grandchild, sibling or stepsibling). The superintendent may allow employees to utilize additional available sick or personal days if the employee requires additional leave time. Approval for such leave request will not be unreasonably withheld. Up to one (1) day per occurrence shall be granted for other relatives (defined as: aunt, uncle, niece, nephew, sibling-in-law, or step-grandparent). Extensions of time of up to two (2) additional days may be requested of the Employer, with such additional time to be deducted from sick leave or taken as unpaid days, if sick leave has been exhausted.

D. Jury Duty or Court Appearance Leave

1. An employee who is summoned and reports for jury duty shall be paid by the Employer an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the Employer on that day (excluding any extra runs or overtime) and the daily jury fee paid by the Court (not including travel allowances or reimbursements of expense), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.

This payment provision shall also apply when the employee is subpoenaed as a witness in judicial or administrative hearing, so long as the employee and/or the Association are not adverse parties to the Employer in that judicial or administrative proceeding.

2. In order to receive payment, an employee must give his/her immediate supervisor prior notice that he/she has been summoned for jury duty or subpoenaed as a witness, and must furnish satisfactory evidence that he/she reported for or performed such acts on the days for which he/she claims payment.

ARTICLE 12 HOLIDAYS

A. The following shall be considered as holidays for the purpose of this Agreement. Only full-time bargaining unit members in the Custodian, Maintenance, and Mechanic classification are eligible for holiday pay.

1. New Years Day
2. Good Friday (if school is not in session)
3. Memorial Day
4. Fourth of July
5. Labor Day
6. Opening Day of Deer Season (if school is closed for pupils on this day)
7. Thanksgiving Day and Day after
8. Christmas Day
9. Two extra days to be scheduled during Christmas break.

If any of the above holidays falls on a Saturday or Sunday, the Employer shall designate another day as the holiday.

B. To be eligible for holiday pay, an employee must:

1. Have seniority as a custodian, maintenance or mechanic under Article 7 of this Agreement on the date the holiday occurs.
2. Have worked in full the Employer's regularly scheduled work day immediately prior to and the Employer's regularly scheduled work day immediately subsequent to the holiday, unless either or both of the above requirements are waived in the discretion of the Employer.
3. Be otherwise scheduled to work on such day if it had not been observed as a holiday.

C. No holiday for which an employee is paid and during which the employee did not work shall be considered or treated for purpose of any overtime calculation as time actually worked by such employee.

D. Holidays occurring during leaves of absence of any sort or layoffs, bereavement leave, sick leave, personal leave or inclement weather days are not compensable.

- E. Employees covered by this Agreement who do not work on the holidays designated above and who satisfy the eligibility requirements set forth above, shall be compensated for such holiday based on the number of regular hours worked on the last work day immediately preceding the holiday, excluding any overtime. If the employee has received a waiver of eligibility under paragraph B(2), above, his/her holiday pay shall be based on the number of regular hours worked on his/her last work day immediately preceding the holiday, excluding any overtime.

- F. Bus Drivers and Paraprofessionals shall be entitled to pay for Thanksgiving Day, Christmas Day and Memorial Day. In order to receive this pay, union members must otherwise meet the eligibility requirements of this article.

ARTICLE 13 VACATIONS

- A. Persons in the Custodian, Lead Custodian, Maintenance and Mechanic classifications covered by this Agreement who work on a full-time twelve (12) month schedule (at least 1,700 hours of service) in this bargaining unit shall be entitled to vacation according to the following schedule:

After one (1) year of employment - 5 days
After three (3) years of employment - 10 days
After seven (7) years of employment - 15 days
After fifteen (15) years of employment - 16 days
After twenty (20) years of employment - 20 days

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. Holidays, paid sick days, and vacation days shall be regarded as hours of service for purposes of determining vacation eligibility.

- B. Employees shall not be eligible for vacation until their first anniversary date of employment with the Employer in the Custodian classification. Vacation eligibility shall be on each employment anniversary date thereafter in yearly (12 month) periods. Vacation time can only be used after it is accrued on the employee's anniversary date. Vacation time shall not be accumulative and must be taken in the year it is accrued.
- C. Effective with an employee's 1996 anniversary date of employment, bargaining unit members who were previously in the Bus Driver classification and who later became members of the Custodian classification shall receive credit for one-half (1/2) their "years" of full-time employment in the Bus Driver classification with Morley Stanwood Community Schools for purposes of determining their vacation allotment as a Custodian. Example: The employee served two years as a full-time regularly employed bus driver with Morley Stanwood Community Schools and has since been employed for two years as a Custodian. This person, after their second anniversary date of hire as a Custodian, would have three "years" of employment and would receive ten days of vacation.
- D. Vacation time is arranged with the employee's immediate supervisor and must be requested, in writing; at least five (5) work days in advance unless shorter notice is acceptable to the immediate supervisor. Due to various considerations, vacation time may not be allowed at the time requested and should normally be scheduled during the summer months. A maximum of ten (10) vacation days per year may be taken by an employee on dates when school is in session for students. If more employees request to use vacation time than can be spared at a certain time, preference shall be given to the employee(s) making the earliest request for vacation time. Any ties will be resolved on the basis of seniority. The total needs of the school system must be considered before individual considerations.

ARTICLE 14 INSURANCE

A. Hospitalization Insurance.

During the annual open enrollment period eligible bargaining unit members may enroll in the health care coverage specified below. Once made, this election may not be changed until the next open enrollment period.

1. A bargaining unit member in the Custodian and Maintenance classification shall be eligible to have health premiums paid on his/her behalf and for eligible dependents for the health insurance plan described below, according to the schedule set forth below:

In order to be eligible for the above Employer contributions, the Mechanic or Custodian must work at least 1,700 hours per fiscal year (July 1 - June 30).

For those in the Custodial and Maintenance classifications selecting health insurance, the district shall provide as follows: Until June 30, 2008 MESSA Super Care I with a \$5/\$10 co-pay on prescription drugs. Employee contributions for 2007/08:\$600. Effective July 1, 2008, MESSA Choices II with a \$5/\$10 co-pay on prescription drugs; employee contributions for 2008/09 are to be \$300. Effective July 1, 2009, MESSA Choices II with a \$10/\$10 co- pay on prescription drugs; no employee contributions for 2009/10 unless a contract cannot be reached by July 1, 2010 then the contribution will be \$400.

2. A bargaining unit member in the Bus Driver and Paraprofessional classification shall be eligible to have single subscriber health premiums paid on his/her behalf for the health insurance plan described below. (Paraprofessionals must be scheduled to work 6 ¾ hrs per day during the school year, the Bus Driver is scheduled to drive a minimum of two (2) regular bus runs per day, five (5) days per week, on a regular basis.

For those in the Bus Driver classification selecting health insurance, the district shall provide as follows: Until June 30, 2008 MESSA Super Care I with a \$5/\$10 co-pay on prescription drugs. Employee contributions for 2007/08:\$300. Effective July 1, 2008, MESSA Choices II with a \$5/\$10 co-pay on prescription drugs; employee contributions for 2008/09 are to be \$150. Effective July 1, 2009, MESSA Choices II with a \$10/\$10 co-pay on prescription drugs; no employee contributions for 2009/10 unless a contract cannot be reached by July 1, 2010 then the contribution will be \$200.

Paraprofessionals selecting health insurance shall continue to have single subscriber premiums paid on their behalf for enrollment in the Blue Cross Blue Shield Health Reimbursement Account plan in effect at the time that the 2007-2010 Master Agreement is ratified. Effective July 1, 2008 Eligible paraprofessionals will be enrolled in the MESSA Choices II (\$5/\$10 co-pay on prescription drugs) plan with a \$150 employee contribution for 2008-2009. Effective July 1, 2009 MESSA Choices II with a \$10/\$10 co-pay on prescription drugs; no

employee contributions for 2009-2010 unless a contract cannot be reached by July 1, 2010, then contributions will be \$200. Paraprofessionals receiving the \$250 per month dependent premium supplement at the time of ratification will continue to receive that monthly amount through June 30, 2008.

3. For employees selecting health insurance, the Board shall make premium payments as provided in paragraphs 1 and 2 above for a twelve (12) month period
4. Any new employees hired after the ratification of this contract for any position of less than six (6) hours will be exempt from receiving health care benefits. Regular positions within the bargaining unit may be combined to reach six (6) hours.
5. The District will provide the following additional coverage (PAK B):

Long Term Disability - 66 2/3% of Max. Mon. Salary
 \$4,500 5% Minimum Payout
 \$3,000 Maximum Monthly Income
 90 Calendar days modified fill
 Pre-Existing Condition Waiver
 Alcohol/Drug - 2 year limitation
 Mental/Nervous - 2 year limitation
 Family Social Security Offset
 Maternity Coverage
 Rehabilitation Benefits
 2 year Own Occupation
 Freeze on Offsets

Negotiated Life - \$10,000 with AD&D

Vision - VSP-3 Plus, Plan year is July to July

Delta Dental - 80/80/80/60 \$1400 Max, Class I, II, III & UCR Ortho, Cleanings: 2

6. Bargaining unit members who waive health insurance coverage, in writing, shall be eligible to receive a cash payment that would otherwise be paid on their behalf toward a health premium rate not to exceed \$3000 per year for bus drivers, \$4000 per year for paraprofessionals or \$5000 per year for custodians/mechanics.
- B. The Employer shall not be required to remit premiums for any insurance coverage's on behalf of a bargaining unit member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

- C. The terms of any insurance contract or policy issued by an insurance underwriter carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefit, eligibility, coverage, termination of coverage, and other related matters. The bargaining unit member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.
- D. Bargaining unit members who are enrolled, at their option, in any hospitalization or medical insurance coverage from any outside source shall not be concurrently eligible for health premium contributions by the Employer as set forth in this article.
- E. When employment is interrupted by layoff, discharge, quit, retirement, leave of absence (other than leaves taken by an eligible employee under the Family and Medical Leave Act) or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs.
- F. When leave is taken by an eligible employee under the Family and Medical Leave Act, the Employer will continue premium payments for health coverage (medical, dental, optical-as applicable) for up to twelve (12) weeks. Employees are responsible for payment of their portion of premium for the above coverage(s) during the leave interval. Payment shall be made on or before the date when such premium amounts would be deducted from the wages (or would otherwise be payable) by employees not on leave status. If an employee on leave is in arrears by thirty (30) days or more with regard to his/her share of premium payments, the Employer shall have the right to either cancel coverage (after proper notice to the employee) or to make full premium payments on behalf of the employee for the balance of the twelve (12) week leave interval, subject to the Employer's right to recover such excess premium amounts from the employee.

If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Employer shall have the right to recover all premium payments made by the Employer during the unpaid leave interval.

The Employer may also recover any premium amounts which would otherwise be the employee's responsibility and which were paid by the Employer, on behalf of the employee, during the unpaid leave interval, subject to the right to recover such excess premium amounts.

Any of the foregoing premium amounts may permissibly be deducted from any wage or other payments due the employee, with any remaining deficiency to be remitted by the employee to the Employer within five (5) days of demand.

- G. Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage. The Employer shall be permitted to cancel benefits or policies under this Agreement which duplicate, in whole or in part, compulsory governmental sponsored insurance programs to which the Employer is required to contribute.
- H. Bargaining unit members who hold employment with the Employer in another assignment not covered by this Agreement shall not be eligible for insurance coverage under this article where the same type of coverage is provided in connection with the other position. As an illustration, a Bus Driver under this Agreement would not be entitled to dental coverage under this article if he/she was enrolled in a dental plan due to other concurrent employment with the Morley Stanwood Community Schools. If the other employment did not provide disability coverage, the Bus Driver would be eligible for that coverage under this article.

ARTICLE 15
WORKING CONDITIONS

- A. The wage scale of all employees covered by this Agreement is set forth in Appendix A, which is attached to and incorporated in this Agreement. The Employer will place employees on the wage scale in accordance with the length of service of each employee in the respective job classification.

- B. Bus drivers and paraprofessionals will receive their regular rate of pay for all days/hours of student instruction which are not held because of inclement weather, fires, epidemics, mechanical breakdowns or health conditions. Where the cancelled days/hours are required to be rescheduled, the bus driver/paraprofessional will work all the rescheduled days/hours for no compensation, the compensation already having been paid to the employee for the cancelled days/hours. If a bus driver or paraprofessional who has been prepaid cancelled days/hours in the manner described above fails to report to work on the rescheduled days/hours, an amount equal to the wages prepaid to the bus driver /paraprofessional for the rescheduled time that is not worked shall be deducted from the employee's wages unless the employee has an emergency condition, utilizes accrued paid leave on that day and can verify the need for absence.

Lead/day custodians, night custodians and mechanics will not be required to work and shall receive their regular rate of pay for the first nine (9) days that schools are closed due to conditions enumerated in paragraph B of this Article. On the tenth days, the employee shall report to work or use a vacation day. If employees in the custodial, lead custodial or mechanic classifications elect to work on those days, they will be paid for the time worked and will bank an equivalent number of hours to be used on a non-instructional day when the employees in these classifications are scheduled to work. Time may be banked as either a full or half days worked, subject to a maximum of five (5) banked days. Anyone choosing to work and to bank time in the manner described above must notify the supervisor so the work and banked time can be documented.

Maintenance are required to report to work when schools are closed due to the above conditions.

When students are dismissed early the following protocol will be followed: Lead/day custodians and maintenance shall stay till the end of the regular shift to help with cleanup. Night custodians will be called in as soon as the dismissal is known to make buildings presentable for the next scheduled school day. Mechanics shall leave when the last bus returns. Paraprofessionals will be dismissed only after students have left school property. All will receive their regular rate of pay for the day and must be dismissed by their supervisor.

Should the start of the school day be delayed, bargaining unit members in the paraprofessional classification will be expected to report to work in accordance with the

delay schedule. In such instances, bargaining unit members will be compensated their regular rate of pay for the day.

- C. Supervisory employees (the Transportation Supervisor and the Buildings and Grounds Supervisor) may properly be utilized to perform bargaining unit work to the extent that such work is being performed by supervisory personnel at the execution of this Agreement. Without limitation of the above, supervisors shall likewise be permitted to perform bargaining unit work to instruct or train employees, to fill personnel shortages, or to make assessments of work times or efficiencies.
- D. The Paraprofessionals primary supervisor is the building Principal. It is recognized, however, that direction and supervision may also be provided to the employee by other administrative and teaching staff that have a direct interest and responsibility in areas related to the employee's assignment. The building Principal shall provide clarification, when needed in cases involving duties and responsibilities within an employee's assignment.
- E. All Bus Drivers, as a condition of continued employment, must pass required physical examinations as well as alcohol and controlled substance testing under the Omnibus Transportation Employee Testing Act and its Regulations. Physical examinations and drug/controlled substance testing shall be accomplished by Employer-designated providers and shall be paid by the Employer. Failure of a Bus Driver to meet these standards shall be grounds for immediate dismissal.
- F. Bus Drivers must satisfy all certification and training requirements adopted by the United States, the State of Michigan and the Employer. The Employer shall pay the cost of the Chauffeur's license, appropriate vehicle group designation and appropriate vehicle endorsement required for performance of assigned duties. If a Bus Driver resigns from employment (other than due to retirement) within the lifetime of the license, vehicle group designation or vehicle endorsement the driver shall have deducted from his/her final check, a pro rated share of the cost of the license, group designation and/or endorsement based upon the number of years remaining on said license, group designation or endorsement.
- G. Exclusion from coverage on the Employer's fleet insurance policy shall be grounds for immediate dismissal.
- H. The Board will provide appropriate training for the bargaining unit members who are required to dispense or administer medication or perform special needs procedures. Should the training occur outside the regular work day the employee will earn their hourly rate of pay.
- I. Bus Drivers who work on an extra trip of four (4) hours or more shall receive one (1) hour of pay at the extra trip rate as reimbursement for a meal. Should the trip be eight (8) hours or more, two (2) hours at the extra trip rate shall be paid for the above purpose.

Should the trip be more than twelve (12) hours, three (3) hours at the extra trip rate shall be paid.

- J. In the event that bus runs are delayed due to fog, ice, snow, other inclement weather conditions or similar emergency, the Employer shall telephone a person in the Bus Driver classification at the garage (designated by the Association) by 6:00 a.m. to advise him/her of the delay. That designated person shall then initiate a telephone fan-out system which will notify all bargaining unit members within the Bus Driver classification of the delay and further advise them of the rescheduled reporting time. Bus Drivers shall be available by phone to receive contact through the fan-out system, as described above. Bus Drivers are responsible for leaving a current phone number where they may be reached for these purposes.

If notice is not given as specified above and the Bus Driver has otherwise met the conditions described above, bargaining unit members in the Bus Driver classification who report to work shall be paid one (1) hour pay at the extra trip rate.

- K. The parties recognize that the Employer will have occasional need to assign Bus Drivers to "mini-trips" for purposes such as vehicle maintenance and transporting pupils between school buildings within the District (other than through regularly scheduled runs or regular shuttles). These assignments shall be made from the extra trip list, in the garage, with the driver first on extra trip rotation having the first opportunity to take the "mini-trip". Refusal of a "mini-trip" shall not affect the rotation of the driver for extra trips, according to the procedures specified in Article 9. In circumstances involving short notice, the Employer has the right to assign this work to any available Bus Driver.
- L. Bus Drivers may, with prior notice to their Supervisor, transport one (1) of their own children (at least five (5) years old) on an extra trip, provided there is room on the bus and that the driver fulfills all of his/her job responsibilities.
- M. In the event of a bus breakdown or student discipline conference extending fifteen (15) minutes or more beyond a Bus Driver's regular hours, he/she shall be paid at the extra trip rate for all time in excess of that fifteen (15) minutes.
- N. Bargaining unit members working half-time (20 hrs. per week) as Custodians shall receive pro-rated (half) vacation, holidays, sick leave and insurance as provided under this Agreement.
- O. Bus Drivers and Mechanics required to undergo testing for controlled substances or alcohol shall be paid at their regular rate for the time necessary for that testing. Bus Drivers shall be compensated at their regular run rate if that work is missed due to controlled substance and/or alcohol testing. Any time in excess of one and one-half (1 1/2) hours will be paid at the extra trip rate.

- P. Bargaining unit members who are required to substitute for any position shall be paid at the higher rate of pay.
- Q. When a driver takes an extra trip during the time of his/her regularly scheduled run(s), he/she shall be compensated for the regular run(s) missed, subject to the following adjustment. One (1) hour (at the extra trip rate, set forth in Appendix A) will be subtracted from the driver's regular run compensation for each regular run or runs missed because the driver elected to work the extra trip. The driver shall be paid this adjusted amount plus the extra trip rate for all hours worked on the extra trip.
- R. Bargaining unit members with dual assignments may sign up for extra trips, subject to the other provisions and conditions of this agreement pertaining to the awarding of those assignments. Further, a dual position bargaining unit member may not sign up for an extra trip that conflicts with the regularly scheduled hours for any portion of the dual assignment.
- S. The work year for Paraprofessionals shall be scheduled to coincide with student attendance days and shall be consistent with break periods, holidays and vacations as listed in this agreement. Specifically identified bargaining unit members may be assigned to work additional days in order to attend professional development activities at his/her regular rate of pay for the hours of the training.

ARTICLE 16
STRIKES AND LOCKOUTS

- A. The Association agrees that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike. "Strike" shall be defined to include slow downs, stoppages, sit-ins, boycotts, work stoppages of any kind, the concerted failure to report for duty, the willful absence from one's position or assignment, or abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any facilities of the Employer.

- B. In the event of a strike or any other work curtailment, by the Association or the employees covered hereunder during the term of this Agreement, the Association by its officers, agents and stewards shall immediately declare such work stoppage, or other curtailment to be illegal and unauthorized in writing to the employees and other said employees in writing to stop said conduct and resume full services. Copies of such written notices shall be served upon the Employer.

- C. Violation of this article by any employee or group of employees may constitute adequate cause for imposition of discipline or other penalties deemed appropriate by the Employer.

- D. The Employer agrees that during the life of this Agreement there shall be no lockouts of employees.

ARTICLE 17
GENERAL CONDITIONS

- A. There are no understandings or agreements or past practices which are binding on either the Employer or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding upon either the Employer or the Association until it has been put in writing and signed by both the Employer and the Association as either an amendment to this Agreement or as a Letter of Understanding signed by both parties.

- B. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted hereunder.

- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated but on which no agreement was reached.

ARTICLE 18
SEPARABILITY AND SAVINGS

- A. If any article or section of the Contract should become invalid by legislative enactment or otherwise be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section is restrained pending a final determination as to its validity, the remainder of this Agreement and/or the application of such article(s) or section(s) to persons or circumstances other than those as to which it has become or been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held or becomes invalid or enforcement of or compliance with has been restrained as set forth above, the parties shall enter into negotiations (to the extent that such negotiation is permitted by law), upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article(s) or section(s) during the period of invalidity or restraint.

**ARTICLE 19
TERMINATION**

A. This Agreement shall be effective as of ratification by both parties and shall remain in effect through June 30, 2010. It will automatically renew itself for one (1) year unless either party notifies the other party, in writing, not less than sixty (60) days prior to the expiration date. Notice shall be sent by fax or mail to the respective addresses and negotiations shall begin within thirty (30) days after the receipt of the notification.

FOR THE EMPLOYER
MORLEY STANWOOD
COMMUNITY SCHOOLS

FOR THE ASSOCIATION
MORLEY STANWOOD SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

Heidi Speese, School Board Vice President

John, Brockway, MEA Support Staff President

Scott Nowka, School Board Secretary

Patrick Bolen, MEA Uniserv Director

Linda Myers, Superintendent

Debora Aymor, Union Representative

Judy Benson, Union Representative

Diane Nestle, Union Representative

Sherry Sarns, Union Representative

Subscribed and sworn before me this _____ day of April, 2008, in the city of Morley, County of Mecosta, State of Michigan.

Notary Public
Mecosta County, Michigan
My Commission Expires August 15, 2013

**APPENDIX A
WAGE RATES**

- A. For Paraprofessionals 1% retro from 06-07.
 For 2007-2008 the Salary schedule will increase by 2.0%.
 For 2008-2009 the salary schedule will increase by 2.0%.
 For 2009-2010 the salary schedule will increase by 2.0%.

	<u>Custodian</u>			<u>Lead Custodian/Mechanic</u>			<u>Maintenance Person</u>		
	<u>07/08</u>	<u>08/09</u>	<u>09-10</u>	<u>07/08</u>	<u>08/09</u>	<u>09-10</u>	<u>07/08</u>	<u>08/09</u>	<u>09-10</u>
Probationary	\$12.35	12.60	12.85	\$12.54	12.79	13.04	\$15.76	16.07	16.40
Step 1	\$13.64	13.91	14.19	\$13.81	14.09	14.37	\$17.02	17.36	17.71
Step 2	\$14.51	14.80	15.10	\$14.69	14.98	15.28	\$17.89	18.25	18.61
Step 3	\$15.40	15.71	16.02	\$15.61	15.92	16.24	\$18.78	19.15	19.54
Step 4	\$16.29	16.62	16.95	\$16.48	16.81	17.15	\$19.65	20.04	20.44

A ten cent shift premium will be paid to second shift custodians for hours worked after 2:30 p.m. Current “Head Custodians” would continue to be paid on Step 4 of the Maintenance Person schedule and would perform the duties as described for the position of “Head Custodian” for the duration of this Agreement. Any vacancies in the position on Head Custodian will be filled with a Lead Custodian. Custodians moving to Lead Custodians would retain their step level.

<u>Bus Driver</u>	<u>07/08</u>	<u>08/09</u>	<u>09/10</u>
Probationary	\$52.85	53.90	54.98
Step 1	\$53.40	54.46	55.55
Step 2	\$56.71	57.85	59.00
Step 3	\$59.96	61.15	62.38

Rates shown above are per day. A day consists of a regular a.m. and p.m. run and includes a stop at the middle/high school and elementary school in the morning.

	<u>07/08</u>	<u>08/09</u>	<u>09-10</u>
PPI	\$29.54	30.13	30.73
ISD w/o Alt Stop (off Campus)	\$43.97	44.85	45.75
ISD with Alt Stop (off Campus)	\$47.11	48.06	49.02
H.S. P.M.	\$ 6.91	7.04	7.18
Transfer	\$ 7.51	7.66	7.81
Alt AM	\$ 7.51	7.66	7.81
Alt PM	\$ 7.51	7.66	7.81
Extra Trip Rate	\$11.03	11.25	11.47

Any trips or special routes not specifically shown above will be paid at the extra trip rate. All delay, waiting and breakdown time is paid at the extra trip rate. There will be a minimum of eight (8) hours mandatory training per school year for regular bus drivers. Training time will be paid at the rate of four (4) hours equaling one (1) regular daily rate.

The regular daily rate will not include special runs such as PPI or ISD. Any additional time over the minimum of eight (8) hours will be paid at the extra trip rate.

APPENDIX A – WAGE RATES (CONTINUED)

<u>Paraprofessionals</u>	<u>07/08</u>	<u>08/09</u>	<u>09/10</u>
Probationary	\$ 9.78	9.98	10.18
Step 1	\$10.87	11.09	11.31
Step 2	\$11.53	11.76	11.99
Step 3	\$12.22	12.46	12.71
Step 4	\$12.94	13.20	13.47
Step 5	\$13.71	13.98	14.26

B. LONGEVITY

After fifteen (15) years of service to the Employer, bargaining unit members shall receive longevity in the gross amount of \$500.00. For purposes of this provision, “years of service” may be as a full-time regularly employed Bargaining Unit Member with Morley Stanwood Community Schools. Unpaid leaves of absence exceeding ninety (90) work days and periods of layoff shall not count as “years of service” for purposes of determining eligibility for longevity. This amount shall be paid on the payroll next following the employee’s anniversary date.

LETTER OF AGREEMENT
MORLEY STANWOOD COMMUNITY SCHOOLS
BOARD OF EDUCATION
AND MORLEY STANWOOD SUPPORT PERSONNEL ASSOCIATION

This letter of agreement is entered into this _____ day of _____, 2008 between the Board of Education and the Morley Stanwood Community Schools (hereinafter referred to as the "Employer") and the Morley Stanwood Support Personnel Association, MEA/NEA (hereinafter referred to as the "Association").

In applying Article 9 of the master Agreement, the parties agree that bargaining unit members in the Maintenance classification may be scheduled to work for a work interval of thirty (30) minutes on either a Saturday or Sunday for the purpose of conducting building checks. This scheduling is permissible even if it occurs on a sixth work day in the same work week. When this schedule is in effect the employee and supervisor shall arrange an adjustment in the employee's regular work week to reflect the time worked on Saturday or Sunday.

MORLEY STANWOOD COMMUNITY
SCHOOL BOARD OF EDUCATION

MORLEY STANWOOD EDUCATION
ASSOCIATION, MEA/NEA

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

LETTER OF AGREEMENT

MORLEY STANWOOD COMMUNITY SCHOOLS
 BOARD OF EDUCATION
 AND MORLEY STANWOOD SUPPORT PERSONNEL ASSOCIATION

This letter of agreement is entered into this _____ day of _____, 2008 between the Board of Education and the Morley Stanwood Community Schools (hereinafter referred to as the “Employer”) and the Morley Stanwood Support Personnel Association, MEA/NEA (hereinafter referred to as the “Association”).

The provisions of Article 15 B pertaining to bus drivers/paraprofessionals will be effective for the 2007-2008 school year. These provisions will be implemented for the 2007-2008 school year by the Board remitting five (5) days of pay (based on regular hours and rate) to bus drivers and paraprofessionals for school cancellations occurring in 2007-2008 for which employees in those classifications were previously not paid. Employees in these classification who receive unemployment compensations during the 2007-2008 school year for any school closing intervals shall have the above payment reduced by an amount equal to the amount of unemployment compensation received by them. Working on rescheduled days/hours will be governed by the provisions and conditions of Article 15 B.

Custodial employees who worked on inclement weather days during the 2007-2008 shall be credited with banked time in accordance with Article 15 B. This shall be limited to two banked days for John Brockway and one day of Diane Nestle.

MORLEY STANWOOD COMMUNITY
 SCHOOL BOARD OF EDUCATION

MORLEY STANWOOD EDUCATION
 ASSOCIATION, MEA/NEA

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

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