

*Office Copy
6/30/92
Contract extended
through 6/30/97*

MASTER AGREEMENT BETWEEN
OCEANA INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION
AND
OCEANA INTERMEDIATE SUPPORT PERSONNEL ASSOCIATION
JULY 1, 1990 THROUGH JUNE 30, 1992

Oceana Intermediate School District

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Contract extended through June 30, 1997

(See last page)

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Contract extended through June 30 1997 (see last page)

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ARTICLE I RECOGNITION AND EFFECTIVE AGREEMENT

PART A. The Board hereby recognizes the Association as the sole exclusive bargaining representative of all its employees contained in the bargaining unit, which shall be defined as all full-time and regular part-time teacher aides including central office aides, trainable center aides, school bus drivers, and school bus aides, but excluding substitute aides, supervisors, and all other employees. Such representation shall cover all personnel assigned to newly created positions which are not principally supervisory and administrative but fall within the purview of the Association. The Board agrees not to recognize or negotiate with any organization other than the Association for the duration of this Agreement.

PART B. All personnel represented by the Association in the above defined bargain unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members".

ARTICLE II PROHIBITION AGAINST STRIKE

PART A. The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike action, as said term is defined by the Public Employment Relations Act.

PART B. The Board agrees that it will not, during the period of this agreement, directly or indirectly, engage in or assist in any unfair labor practice, as defined by the Public Employment Relations Act.

ARTICLE III EQUAL EMPLOYMENT OPPORTUNITY

PART A. The parties to this agreement shall conform to all laws as to race, sex, creed, color and national origin. The Board and Association shall not discriminate against any Bargaining Unit Member or Probationary Member on the basis of race, sex, color, national origin or membership and activities in the Association.

ARTICLE IV RIGHTS OF THE BOARD

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest in and be exercised by the Board. Such rights shall include, by way of illustration, the right:
1. To the executive management and administrative control of the school system and its properties and facilities.
 2. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote all such employees.
 3. To supervise the means and methods of instruction, decide the selection of textbooks and other teacher materials and the use of teaching aids of every kind and nature.

ARTICLE IV CONTINUED

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only to the specific and express terms of this Agreement.

ARTICLE V MAINTENANCE OF STANDARDS

PART A. All conditions of employment shall be governed by the laws and regulations of the State of Michigan and as provided by this agreement.

The duties of any Bargaining Unit Member or the responsibilities of any position in the Bargaining Unit shall not be altered, increased or transferred to persons not covered by this Agreement. The Board shall have the right to hire temporary replacements for members of the Bargaining Unit when such members are unavailable to perform their regular duties. Provided that after temporary employment for sixty (60) consecutive calendar days in the same assignment the employee shall not be considered a temporary employee but shall be considered a permanent employee with all benefits under this Agreement. Said temporary employee shall not serve to replace a regular employee or a regular employee on a leave of absence.

In the event the temporary position should be declared an open position by the Board the temporary employee shall be given consideration. However, the Board shall make the final decision.

ARTICLE VI ASSOCIATION MEMBERSHIP

PART A. Any Bargaining Unit 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 duties shall, as a condition of employment, pay as a service fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Oceana Education Support Personnel Association; provided, however, that the Bargaining Unit Member may authorize payroll deductions for such service fee in the same manner as provided in Article VI. In the event that a Bargaining Unit Member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in the Agreement, the Board shall, at the request of the Association, terminate the employment of such Bargaining Unit Member. The parties expressly recognize that the failure of any Bargaining Unit Member to comply with the provisions of this Article is just and reasonable cause for discharge.

PART B. The procedure in all cases of discharge for violation of this Article shall be as follows:

1. The Association shall notify the Bargaining Unit Member of non-compliance by certified mail, return receipt requested. Such notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the Bargaining Unit Member that a

ARTICLE VI CONTINUED

request for discharge may be filed with the Board in the event compliance is not effected.

2. If the Bargaining Unit Member fails to comply, the Association may file charges in writing, with the Board and shall request termination of the Bargaining Unit Member's employment.
3. The Board upon receipt of said charges and request for termination, shall immediately notify said Bargaining Unit Member that his/her services shall be discontinued at the end of ten (10) days. In the event of compliance, at any time prior to discharge, charges shall be withdrawn. The Association, in the process of charges, agrees not to discriminate between persons who may have refused to pay the Association's dues and/or service fees.

ARTICLE VII PAYROLL DEDUCTIONS

PART A. Members of the Bargaining Unit may sign and deliver to the Board an assignment authorizing the deduction of the regular membership dues or service fee by the Monday preceding the second pay in September. The Board shall deduct said dues or fees from the pay of the Bargaining Unit Member, from whom it receives authorization to do so, the required amount over 20 equal pays.

PART B. A Bargaining Unit Member who shall tender or authorize the deduction of dues, or service fees, uniformly required as a condition of acquiring membership in the Association shall be deemed to have met the requirements of this Article so long as he/she is not more than sixty (60) days in arrears in payment of such dues, or service fees.

PART C. The Board shall be notified, in writing, by the Association of any Bargaining Unit Member who is sixty (60) days in arrears in payment of membership dues, or service fees.

PART D. The Board, upon receiving a signed statement from the Association indicating that the Bargaining Unit Member has failed to comply with this condition; shall immediately notify said Bargaining Unit Member that his/her services shall be discontinued at the end of ten (10) days and shall dismiss said Bargaining Unit Member accordingly through written notification in the event of non-compliance by the end of that time, with a copy of the communication forwarded to the Association.

ARTICLE VII CONTINUED

PART E. The Association shall notify the Board thirty (30) days prior to any change in its dues or fees.

PART F. The Board shall deduct from the pay of each Bargaining Unit Member from whom it received authorization to do so and make appropriate remittance for annuities, credit union, and any other plans or programs jointly approved by the Board and the Association.

ARTICLE VIII BOARD/ASSOCIATION COMMUNICATION

PART A. Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Therefore, representatives of the Board and the Association shall meet, at the request of either party, for the purpose of discussing Association grievance, Board policies and practices, and problems in regard to this Agreement, provided that such meetings shall be held outside of regular working hours.

ARTICLE IX GRIEVANCE PROCEDURE

PART A. A claim by a Bargaining Unit Member, or the Association, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, regulation, or policy of the Board, shall be processed as a grievance as hereinafter provided.

PART B. In the event that a Bargaining Unit Member believes there is a basis for a grievance, he or she shall discuss the alleged grievance with the Director of Special Education within ten (10) days of the alleged violation either personally or accompanied by an Association representative.

PART C. If after the informal discussion with the Director of Special Education, a grievance still exists, the Bargaining Unit Member will within ten (10) days of the conference invoke the formal grievance procedure through the Association. A copy of the grievance shall be delivered to the Superintendent of the Intermediate School District.

PART D. Within ten (10) working days of receipt of grievance the Intermediate School District Superintendent shall meet with the Association in an effort to resolve the grievance. The Intermediate School District Superintendent shall indicate in writing within five (5) working days of such meeting, the disposition of the grievance and shall furnish a copy thereof to the Association.

PART E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five

ARTICLE IX CONTINUED

(5) working days of such meeting, the grievance, within ten (10) days on receipt of disposition, shall transmit to the Intermediate School District School Board. Within ten (10) working days the Intermediate School District Board shall hold a meeting on the grievance and shall indicate the disposition in writing within ten (10) working days of such hearing and shall furnish a copy thereof to the Association.

PART F. If the Association is not satisfied with the disposition of the grievance by the Board of Education to the Intermediate School District, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator within ten (10) working days from the notification that arbitrations will be pursued, he/she shall be selected by the Federal Mediation Conciliation Service (FMCS) in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that judgement thereon may be entered in any court of competent jurisdiction. Both parties agree to utilize the FMCS in the event of an arbitration case. If one or both parties are dissatisfied with the services of FMCS (excluding dissatisfaction with the decision of the arbitrator) the process will return to the AAA.

ARTICLE IX CONTINUED

PART G. The fees and expenses of the arbitrator shall be shared equally by the parties.

PART H. If any Bargaining Unit Member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any Bargaining Unit Member is found to have been improperly deprived of any compensation or advantage, the same shall be awarded to him/her and his/her record shall be expunged of any reference to this action.

PART I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

PART J. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder, may be processed through the grievance procedure until resolution.

PART K. For the purpose of assisting a Bargaining Unit Member, or the Association, in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to, grievances, the Board shall permit a Bargaining Unit Member and/or Association representative access to, and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the Bargaining Unit Member of any issue in the proceeding in question. Confidential letters of reference secured from the sources outside the school system shall be excluded.

ARTICLE X JOB DESCRIPTIONS

PART A. Whenever work is assigned outside of the job description the Bargaining Unit Member has a right to refuse to perform such work.

PART B. The Superintendent of the Intermediate School District shall prepare job descriptions for each position covered by this Agreement. Said job description shall contain the following information: job title, minimum qualifications, person to whom the employee is responsible, job goal or objective, and a list of responsibilities of the job. A tentative proposed draft of such job description shall be submitted to the Association member and his or her immediate supervisor for written comment. Such written comment shall be made within fifteen (15) work days from receipt of the tentative proposed draft. Within fifteen (15) work days after receipt of the said comments the Superintendent of the Intermediate School District shall submit a tentative final draft to the Association member and immediate supervisor thereof for further written comments to be returned to said Superintendent within fifteen (15) days. Thereafter within thirty (30) days the Superintendent shall prepare a final draft of the job description. Copies of the final draft shall be posted at each place of employment and copies furnished to all employees of the Intermediate School District.

PART C. All changes or modifications of existing job descriptions shall be made by following the procedure set forth in the foregoing paragraph.

ARTICLE X CONTINUED

PART D. No Bargaining Unit Member shall be required to perform duties which are the legal liability of certified personnel.

ARTICLE XI SENIORITY

PART A. Seniority shall be defined as the length of service within the Bargaining Unit from the member's last date of hire into the Bargaining Unit. A list shall be compiled showing the seniority date and classification of each member of the Bargaining Unit. The seniority list shall be permanently posted in a place which is readily accessible to all Bargaining Unit Members.

PART B. A Bargaining Unit Member shall lose his/her seniority rights if he/she retires, resigns, is discharged for cause, or fails to report to work within ten (10) working days following receipt of a certified letter of recall to employment while on layoff or the member has been laid off for a period of 5 years except when that person has been used on a regular sub basis.

PART C. Seniority shall continue to accumulate for Bargaining Unit Members during all paid leaves of absence and layoffs covered by the agreement excluding Article XV except for advancement on the salary schedule. Bargaining Unit Members shall be placed on the salary schedule in the position which was in effect at the time the leave began or the layoff became effective; except that a person who completed a school year would be moved to the next step on the schedule upon return to work.

ARTICLE XII VACANCIES, TRANSFERS & PROMOTIONS

PART A-VACANCIES. A vacancy shall be defined, for purposes of this Agreement, as a position previously held by a Bargaining Unit member, or a newly created position within the bargaining unit. No vacancy shall be filled until it has been posted for at least ten (10) working days.

PART B. Whenever a vacancy occurs or is anticipated, such vacancy shall be posted in each building in which Bargaining Unit Members work, in the same place that the seniority list is posted. A copy of the vacancy notice shall also be sent to each Bargaining Unit Member that is laid off.

PART C. The Board declares its support of a policy of filling vacancies from within the bargaining unit. Therefore, no vacancy shall be filled by anyone outside the Bargaining Unit unless there is no Bargaining Unit Member with the job description qualifications who wishes to fill it as determined by the Special Education Director. When more than one equally qualified applicant exists for any vacancy, seniority shall be the deciding factor.

PART D-TRANSFERS. Any Bargaining Unit Member may request a transfer after the satisfactory completion of the 90 calendar day probationary period. The Bargaining Unit Member shall remain in any position to which he/she has transferred for a period of six months before being eligible to apply for another transfer, unless conditions prevail where a change would be in the best interest of the Board and the Bargaining Unit Member.

ARTICLE XII CONTINUED

PART E. Request for transfer to a posted vacancy shall be made in writing with each posting. One copy of which shall be filed with the Superintendent or designee and one copy shall be filed with the Association.

PART F-TEMPORARY ASSIGNMENTS. Temporary driving assignments of one consecutive week or more caused by extended illness, surgery, paid or unpaid leave of absence or injury may be filled by a substitute at the discretion of the Superintendent. Said substitute shall be assigned all of the runs (A.M., Noon and P.M.) temporarily vacated by the absent driver.

Noon runs on a day to day basis shall be filled as described in Article XII-Part G.

PART G-SICK/PERSONAL DAYS. Drivers using sick or personal leave days shall notify the Coordinator of Transportation on a timely basis. The Coordinator shall attempt to fill the position with a substitute driver.

In the event a driver takes a leave for a full day or only a noon run, the noon run shall be offered to the most senioered driver first and subsequently to drivers in descending order of seniority.

Such noon runs shall be shared by rotating turns with the most senioered driver first and so fourth.

ARTICLE XII CONTINUED

EXAMPLE

| | |
|--------|---|
| DRIVER | A |
| DRIVER | B |
| DRIVER | C |
| DRIVER | D |
| DRIVER | E |

A noon run is open to A on a given day, A accepts; the next time the run is offered to B first; the next time to C first.

If A refuses and B accepts then the next time the opening is offered to C first and so on until the rotation returns to A.

All drivers wishing to fill in for single noon runs shall sign up at the beginning of the year or new drivers shall be offered an opportunity to sign up on successful completion of their probationary period.

In the event a driver is needed to perform special driving assignments (ie: take a vehicle for service to dealership) the seniority rotation shall be followed.

ARTICLE XIII STAFF REDUCTION/RECALL

PART A-STAFF REDUCTION. In the event a reduction in staff is necessary, the Association shall be notified at least twenty-five (25) working days prior to the staff reduction. Bargaining Unit Members to be laid off shall be so notified at least twenty-five (25) working days prior to their being laid off.

PART B. If a reduction in staff is necessary, layoffs shall be in inverse order of school system seniority among the Bargaining Unit Members in any classification affected by such reduction.

PART C. Upon receipt of notice of layoff, Bargaining Unit Members shall have the right to replace a less senior employee in a different classification, provided they have the job description qualifications to perform the job. Changes in said qualifications after the first work day following the filling of a vacancy shall not permit the member to be recalled by bumping.

PART D. When filling vacancies which occur after a reduction in staff, qualified layoff Bargaining Unit Members shall be given preference in accordance with their system seniority.

PART E. Laid off Bargaining Unit Members in order of their seniority shall be given the first opportunity to fill vacancies outside of their job classifications assuming no Bargaining Unit Members are laid off from those positions. Rejection of any out-of-classification position shall not void recall or other employee rights.

PART F-RECALL. Notice of recall shall be given to the employee personally or sent to the employee at his/her last known address

ARTICLE XIII CONTINUED

by certified mail. If the employee fails to contact the office for work within ten (10) working days from the date of notice or of mailing recall, he/she shall be considered a quit.

ARTICLE XIV WAGES

PART A-PRIOR TO JULY 1, 1988. Bargaining Unit Members employed prior to July 1, 1988 shall be remunerated on the basis of the following formula:

$$1989-90 \text{ wage} \times \text{CPI-U} = 1990 \text{ wage}$$

$$1990-91 \text{ wage} \times \text{CPI-U} = 1991 \text{ wage}$$

Bus driver's down time shall be at the rate of \$5.00/hour for field trips if the driver is not required to assist and/or supervise pupils.

1989-90 Wages are shown in the following chart:

| AIDE | | | | PARAPROFESSIONAL | | | |
|------|------|------|-------|------------------|------|------|------|
| 1 | 2 | 3 | 4 / 1 | 2 | 3 | 4 | 5 |
| 5.56 | 6.01 | 6.49 | 7.54 | 8.36 | 8.86 | 9.32 | 9.77 |

| BUS DRIVER | | | | |
|------------|------|------|------|------|
| 1 | 2 | 3 | 4 | 5 |
| 7.54 | 8.36 | 8.86 | 9.32 | 9.77 |

The CPI-U shall be the "All cities - average yearly increase, past 12 months, April to April". Said percentage shall be not less than 4% nor greater than 6%.

PART B-LONGEVITY. Longevity for Bargaining Unit Members shall become effective after 10 years of consecutive service with the District. The amount of \$1,000.00 shall be applied to the employees wages paid in a lump sum at the end of the eleventh year (Prorated if worked less than the school year) or spread

ARTICLE XIV CONTINUED

equally over 21 or 26 equal pays based on the annual written non-revocable direction of the employee.

PART C-HOURS & ROUTES. The minimum number of hours for which each Bargaining Unit Member shall be paid, provided he/she doesn't refuse any work within his/her classification up to the minimum is as follows:

Bus Drivers - 2 hours per day minimum for special runs. 2 hours per day for regular existing runs. Drivers on staff as of the 1982-83 school year are grandfathered to 3 hours per day minimum for new or existing regular runs.

PART D-ROUTES. Bus routes shall be established considering vehicle capacities, student impairments, geography, and location of the students' homes and other pertinent data. A.M. and P.M. routes shall be assigned through the bidding process with the driver who has the most seniority given first pick and then in descending order.

Noon routes shall be used to equalize driver times to the extent possible. In the event all A.M. and P.M. routes are nearly the same noon routes shall first be offered to the highest seniored driver and then to drivers in descending order of seniority.

Once a driver has been assigned a route he or she shall keep that route for the duration of the year unless an opening is declared at which time the driver shall be offered the opportunity to apply for said opening throughout the posting process.

ARTICLE XIV CONTINUED

New student assignments and student transfers shall be the responsibility of the Coordinator of Transportation.

The aide at the TMI center shall be paid for a minimum of 6.5 hours per day based on a full school day. The first 15 minutes and the last 15 minutes shall be without pupils. The Board reserves the right to hire part time persons to fill any position it declares open.

PART E-SUMMER WORK. Summer work within specific classifications shall be offered to the employee in the classification first. Upon refusal of said classified employees the work will be offered to other classifications in the bargaining unit provided the person(s) is qualified and certified. Persons with multiple classifications at the time of ratification of this agreement shall maintain their classifications. Wages shall be the same as those agreed on for the regular school year.

PART F-BREAKS. All Bargaining Unit Members who work five (5) hours or more per day shall have a total of 20 minutes paid rest break to be scheduled to fit the student schedule. In addition, the employee shall have a twenty (20) minute duty free lunch period which shall not be considered part of the paid work day.

PART G-OVERTIME. Any hours worked by a Bargaining Unit Member in excess of the scheduled 8 hours in any day, multiplied by five in any week, or any hours worked on Saturday or Sunday, with the approval of the Special Education Director, shall be compensated

ARTICLE XIV CONTINUED

at one and one-half (1 1/2) times the regular hourly rate paid that individual.

PART H-CREDIT REIMBURSEMENT. The Board will pay up to six semester/term hours per year to a maximum of 15 semester/term hours per employee at 50% of tuition cost for on and/or off campus work, upon pre-approval by the administration.

PART I-NOTICE OF NO RUN. In the event a driver has no run due to student absenteeism without a minimum of 8 hours advance notice he/she may be required to perform transportation related tasks during that time, or at a time other than the scheduled run time if agreed on by the Association Member and supervisor at no additional cost to the Board. Transportation related tasks by way of example but not all inclusive are: pick up or deliver vehicles for repair, clean vehicles, etc.

PART J-POST JULY 1, 1988. Bargaining Unit Members employed on or after July 1, 1988 shall be remunerated as follows:

1989-1990 Wages are shown in the following chart:

| AIDE | | | | PARAPROFESSIONAL | | | | |
|------|------|------|------|------------------|------|------|------|------|
| 1 | 2 | 3 | 4 | 1 | 2 | 3 | 4 | 5 |
| 5.25 | 5.45 | 5.90 | 6.25 | 6.25 | 6.75 | 7.25 | 7.75 | 8.25 |

| BUS DRIVER | | | | |
|------------|------|------|------|------|
| 1 | 2 | 3 | 4 | 5 |
| 6.25 | 6.75 | 7.25 | 7.75 | 8.25 |

Wages shall be calculated by multiplying the 1988-89 wage ARTICLE schedules by the CPI-U, "All Cities - average yearly increase, past 12 months, April to April". Said percentage to be not less than 4% nor greater than 6%.

Bus driver's down time shall be at the rate of \$5.00/hour for field trips if the driver is not required to assist and/or supervise pupils.

PART K-LONGEVITY. Longevity for Bargaining Unit Members shall become effective after 10 years of consecutive service with the District. The amount of \$1,000.00 shall be applied to the employees wages paid in a lump sum at the end of the eleventh year (prorated if worked less than the school year) or spread equally over 21 or 26 equal pays based on the annual written non-revocable direction of the employee.

PART L-ROUTES. Bus routes shall be established considering vehicle capacities, student impairments, geography, and location of the students' homes and other pertinent data. A.M. and P.M. routes shall be assigned through the bidding process with the driver who has the most seniority given first pick and then in descending order.

Noon routes shall be used to equalize driver times to the extent possible. In the event all A.M. and P.M. routes are nearly the same noon routes shall first be offered to the highest senioried driver and then to drivers in descending order of seniority.

Once a driver has been assigned a route he or she shall keep that

ARTICLE XIV CONTINUED

route for the duration of the year unless an opening is declared at which time the driver shall be offered the opportunity to apply for said opening throughout the posting process.

New student assignments and student transfers shall be the responsibility of the Coordinator of Transportation.

PART M-AIDE HOURS. Aides assigned to full time positions shall be assigned where appropriate and scheduled to work 15 minutes before class and 15 minutes after. Said schedule may be extended by the Board if deemed necessary. The Board reserves the right to hire part time persons to fill any positions it declared open.

PART N. All Bargaining Unit Members who work five (5) consecutive hours or more per day shall have a total of 20 minutes paid rest break to be scheduled to fit the student schedule. In addition, the employee shall have a twenty (20) minutes, duty free lunch period which shall not be considered part of the paid work day.

PART O-SUMMER WORK. Summer work within specific classifications shall be offered to the employees in the classification first. Upon refusal of said classified employees the work will be offered to other classifications in the bargaining unit provided the person(s) is qualified and certified.

Wages shall be the same as those agreed on for the regular school year.

PART P-OVERTIME. Any hours worked by a Bargaining Unit Member in excess of the scheduled 8 hours in any day, multiplied by five in

ARTICLE XIV CONTINUED

any week, or any hours worked on Saturday or Sunday, with the approval of the Special Education Director, shall be compensated at one and one-half (1 1/2) times the regular hourly rate paid that individual.

PART Q-CREDIT REIMBURSEMENT. The Board will pay up to six semester/term hours per year to a maximum of 15 semester/term hours per employee at 50% of tuition cost for on and/or off campus work, upon pre-approval by the administration.

PART R-NOTICE OF NO RUN. In the event the driver has no run due to student absenteeism without a minimum of 8 hours advance notice he/she may be required to perform transportation related tasks during that time, or at a time other than the scheduled run time if agreed on by the association member and supervisor at no additional cost to the Board. Transportation related tasks by way of example but not all inclusive are: pick up or deliver vehicles for repair, clean vehicles, etc.

ARTICLE XV LEAVES

PART A-SICK LEAVE. Upon completion of the probationary period provided by this contract, the members of the Bargaining Unit shall be credited with one illness/disability day per month employed not to exceed a total accumulation of 180 days. Such leave days are to be used in case of illness or disability including disability due to pregnancy and childbirth, involving the Bargaining Unit Member, or his or her spouse or child/children which requires his or her attendance or care. In the event the Board believes a Bargaining Unit Member is misusing sick leave, the Board shall have the right to require medical evidence of said illness after discussing the concern with the employee.

PART B-BEREAVEMENT. Bargaining Unit Members shall be granted the number of bereavement days listed below for the applicable named parties limited to a maximum of said number for any one incident:

1. Five (5) working days for death of spouse, children, mother or father, brother, sister, father-in-law, mother-in-law or one who has stood in the relationship of parent or parents-in-law.
2. Three (3) working days for grandparents, grandchildren, sister-in-law or brother-in-law.
3. One (1) working day per year to attend the funeral of a person close to the employee.

ARTICLE XV CONTINUED

4. This leave may be extended by the use of Bargaining Unit Members other accumulated paid leave days for a period of time deemed reasonable by the Superintendent and Bargaining Unit Member.

PART C-PERSONAL LEAVE. Upon completion of the 90 day probationary period and at the beginning of each school year thereafter, each Bargaining Unit Member shall be credited with three (3) personal leave days which may be used at the employees discretion, except such days may not be used for recreation or vacation if a substitute is not available. In cases other than an emergency, written notice must be given forty-eight (48) hours in advance to the immediate supervisor.

Aides may use 1/2 day units.

A person driving three (3) runs per day shall be charged 1/3 day for each run missed. A driver driving two (2) runs per day shall be charged 1/2 of a day for each run missed.

Personal leave days shall not accumulate.

Bargaining Unit Members working a summer assignment shall be granted one (1) extra day.

PART D-WORKMANS COMP. Absence in cases involving compensation under the Michigan Workman Compensation Law shall be charged against a Bargaining Unit Member's accumulated illness/disability leave days, at his/her option, only to the extent necessary to maintain his or her take home pay.

ARTICLE XV CONTINUED

PART E-ACCUMULATION. All leave days provided under this Article shall count as "days worked" for the accumulation of seniority, vacation time, and illness/disability time.

ARTICLE XVI UNPAID LEAVES

PART A-LEAVES OF ABSENCE. The Board, upon written request, except as otherwise provided in paragraph B below, shall grant a leave of absence without pay or benefits for not to exceed one (1) year; but renewable at the discretion of the Board for the following reasons:

1. Illness or disability, physical or mental
- 2, Maternity and/or child care
3. Military Service
4. Governmental or professional service

PART B-GOVERNMENT SERVICE. Leave for governmental or professional service shall be automatically renewed for one (1) additional year upon written request submitted on or before the expiration of the first year of leave.

PART C-RETURN FROM. Upon returning from leaves under this Article, the Bargaining Unit Member shall be returned to his/her last position held or at his/her option, to any other open position for which he/she is qualified. Seniority shall not accrue during such period of unpaid leave.

PART D. Any person having been on extended sick leave or leave of absence for three months or more for reasons of illness shall submit upon request written evidence of recovery to the Board from a Board selected physician. Any portion of expenses for such an opinion not paid by the employee's insurance shall be paid by the Board.

ARTICLE XVII INCLEMENT WEATHER

PART A. Nothing in this agreement shall require the Board to keep school or administration offices open in the event of inclement weather, or when prevented by an act of God. When schools are closed to students, due to acts of God, Bargaining Unit Members shall be notified and shall be paid for the first two (2) snow days and any make-up days as they are worked.

PART B. In the event the driver shows up for work prior to the notice of school closing he/she shall be paid for one (1) hour unless he/she is already on the route; in which case the driver shall be paid for that individual run based on an average day. In the event the State changes its snow day rules the Board agrees to renegotiate this article.

ARTICLE XVIII JURY DUTY

PART A. A Bargaining Unit Member who serves on jury duty shall be paid the difference between the jury duty daily stipend and his/her normal daily wage. This will not be charged against any type of leave days accumulated by the Bargaining Unit Member. Court provided meals, mileage, parking and housing shall not be considered to be part of the daily stipend or wage.

ARTICLE XIX HOLIDAYS

PART A. All Bargaining Unit Members shall be entitled to the following paid holidays if said holiday is during the working calendar. In the event said employee is required to work on any of the listed holidays he/she shall be paid double time the normal daily wage.

1. Labor Day
2. Thanksgiving Day & Friday after
3. Christmas Day
4. New Years Day
5. Good Friday
6. Memorial Day
7. Independence Day (July 4th)

ARTICLE XX VACATION DAYS

PART A. Employees who consecutively complete a 230 day school year and have completed three (3) years of service in the district, will receive five (5) days of vacation. Bargaining Unit Members will receive the regular wage rate for each day of vacation.

PART B. Vacation days must be used or arrangements made with the administration by August 31st of each year. Vacations will be paid at the rate that the vacation was earned.

PART C. Vacation Pay Schedule:

3-5 years of service (230 days) - 5 days vacation
6-9 years of service (230 days) - 10 days vacation
10 or more years of service (230 days) - 15 days
vacation

ARTICLE XXI RETIREMENT

PART A. Upon retirement or voluntary termination of employment the Bargaining Unit Member shall be paid severance pay for up to 40 accumulated sick days on the following schedule:

- Completion of 5 through 7 years - 30% of current wage level
- Completion of 8 through 9 years - 60% of current wage level
- Completion of 10 or more years - 100% of current wage level

ARTICLE XXII PERSONNEL RECORDS/EVALUATION

PART A. A Bargaining Unit Member shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after initial employment, and to have an Association representative present at such review.

PART B. No material originating after initial employment shall be placed in a Bargaining Unit Member's personal record or file unless he/she has had an opportunity to review said material. The Bargaining Unit Member may submit a written notation regarding any material and the same shall be attached to the material in question. If the Bargaining Unit Member believes the material placed, or to be placed, in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If a Bargaining Unit Member is requested to sign material to be placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.

PART C. Any evaluation of any Bargaining Unit Member's work performance shall be done by the Director of Special Education in consultation with the teacher to whom the teacher's aide is assigned. The evaluation report shall be in writing and, if

ARTICLE XXII CONTINUED

the Bargaining Unit Member's performance shall have been found to be unsatisfactory in any area, shall contain a description of the specific types of assistance that will be rendered by the evaluator and/or other staff personnel to aid in the Bargaining Unit Member's improvement. The written report shall be given to the person evaluated within ten (10) working days of the evaluation session.

PART D. The evaluation report shall be signed by both the evaluator and the person evaluated, although the Bargaining Unit Member's signature shall only indicate his/her awareness of its contents and shall in no way be construed to denote agreement with the contents. The Bargaining Unit Member shall have the right to attach an explanation or rebuttal to the report before it is included in his/her personal file.

PART E. A conference shall be held between the evaluator and the Bargaining Unit Member, at the request of either party to discuss the evaluation report.

PART F. Any Bargaining Unit Member who feels that the contents of his/her evaluation report are unfair, unjustified, or otherwise improper and in violation of this contract, may seek relief through the grievance procedure.

PART G. No Bargaining Unit Member shall be discharged or disciplined without just cause.

ARTICLE XXII CONTINUED

PART H. In imposing any discipline or discharge on a current charge, the Board will not take into account any written reprimand, suspension or more serious infraction which occurred more than two (2) years previous, provided the last incident on record is two (2) or more years old.

PART I. Bus drivers on existing regular runs who accumulate six (6) or more points as defined by the Michigan Motor Vehicle Code will be discharged from employment. Aides or para-professionals who also qualify as bus drivers and accumulated six (6) or more points (as above) will be discharged as bus drivers.

Drivers who have been found guilty of any driving infraction, carrying with it a point penalty against the drivers license shall notify the supervisor of transportation of the infraction. Failure to do so shall be cause for progressive discipline.

PART J. As a condition of continued employment all bus drivers must possess and maintain a valid commercial drivers license (CDL) with appropriate endorsements, and no later than November 1, 1990 be certified in red cross first aid and C.P.R. The Board shall provide the equipment required to prevent the transfer of body fluids from the victim to the driver. Further, the Board shall provide training in the proper use of said equipment (ie: rubber gloves, mouth piece, etc.).

ARTICLE XXIII BARGAINING UNIT PROTECTION

PART A. In case of assault against a Bargaining Unit Member the Bargaining Unit Member shall promptly report such assault to the Superintendent of Intermediate School District. The Intermediate School District shall furnish the Bargaining Unit Member with legal counsel to advise the Bargaining Unit Member of his or her rights and shall promptly render reasonable assistance to the Bargaining Unit Member in connection with the handling of the incident by law enforcement and judicial authorities.

PART B. Time lost by a Bargaining Unit Member in connection with any incident mentioned in this Article shall not be charged against his/her accumulated leave or vacation days, even though his/her regular gross earnings shall be maintained.

PART C. The Board shall reimburse the Bargaining Unit Member for any loss, damage or destruction of clothing or personal property, if not caused by negligence by the Bargaining Unit Member at a rate not to exceed the replacement value of the item of equal quality.

PART D. In the event a complaint or charge is made by any person or group, not employed by the Board, against any Bargaining Unit Member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the Board.

ARTICLE XXIV BENEFITS

PART A. Commencing September 1 of each calendar year the Board shall provide to bargaining unit members at no cost to the employee the following insurance coverage based on employment year.

1990-1992

1. Employed before July 1, 1988

1. Up to full family Super Care I
2. Members not electing health insurance may apply up to the single subscriber rate (Super Care I) on MESSA options as determined by the Association.
3. Delta dental (80/20)
4. MESSA Vision Care VSP-II
5. \$5,000 in group term life insurance

Bargaining Unit Members employed on or after July 1, 1988 must work 30 hours per week to qualify for Board paid benefits as described above in section A-1.

2. Insurance benefits shall continue through the next month following the month of layoff or termination.

The Board shall pay no more than 115% of the previous years premiums for the insurances listed in section A-1 above. The Board shall provide to the employee an LTD program with the following benefits:

1. 90 calendar day modified fill
2. 60% benefit
3. \$2500 max/month

Plan I

2 year mental/nervous, alcohol, drug
Social Security freeze

ARTICLE XXV USE OF FACILITIES

PART A. The Association and its representatives with verbal administrative permission shall have the right to use school system buildings free of charge for meetings outside the normal operating hours of the school.

PART B. The Association shall be permitted to transact official Association business on school property at reasonable times that shall not interfere with or interrupt normal operations.

PART C. Bulletin boards and other established internal communications media shall be made available to the Association and its members.

PART D. Association members shall have the right to distribute Association materials to other Bargaining Unit Members as long as such distribution does not interfere in the normal operations of the work area of his/her job performance.

PART E. Whenever the President of the Association or his/her designee is scheduled in Union Management discussion, or negotiations, he/she shall suffer no loss of pay and, when necessary, substitute service shall be provided.

PART F. The rights granted herein to the Association shall not be granted or extended to any other competing labor organization.

ARTICLE XXVI GENERAL

PART A. Nothing contained within this Agreement shall be construed to deny or restrict to any Bargaining Unit Members rights he/she may have under the Michigan General School Laws, or the applicable laws and regulations of the State of Michigan and the United States of America; but where the law allows modification by the Agreement, the provisions of this Agreement shall govern.

PART B. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction, such provision shall be void and inoperative unless and until said ruling is overturned; however, all other provisions of this Agreement shall continue in effect.

PART C. The employer reserves the right to subcontract work that is not normally performed by Bargaining Unit Members, provided that such subcontracting does not result in a layoff or a reduction of average hours normally worked by a Bargaining Unit Member. Bargaining Unit Members, working or laid off shall be notified of such subcontracting decisions.

PART D. For all provisions of this Agreement, job description qualification shall be determined by Department of Education guidelines and the Special Education Director according to the procedure in Article IX, section B in this Agreement. All changes in the "job description qualifications" shall follow the procedure set forth in Article IX, section B, and all Bargaining Unit Members shall be promptly notified of said changes.

ARTICLE XXVII NEGOTIATION PROCEDURES

PART A. Beginning not later than one hundred twenty (120) days before the expiration date of this Agreement, the Association and the Board agree to negotiate over a successor Agreement in good faith and effort to set the hours, wages, terms and conditions of employment for the members of the Bargaining Unit. Any Agreement so reached shall be set to writing, signed by the Board and the Association, and shall apply to the entire Bargaining Unit.

ARTICLE XXVIII PRINTING OF AGREEMENT

PART A. Copies of this Agreement shall be printed at Board expense within thirty (30) days of its signing, and shall be presented to all Bargaining Unit Members now or hereinafter employed by the Board. In addition, the Association shall be provided with ten (10) copies for its use.

ARTICLE XXIX DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1990, and shall continue in effect through June 30, 1992. If an agreement is not reached on the renewal or modification of this agreement prior to the expiration date, it shall expire at such expiration date unless it is extended by mutual agreement of the parties, in writing.

FOR THE OCEANA EDUCATION
ASSOCIATION ORGANIZATION

William H. Rigg

Carolyn J. Ritter

Ellen Hardy

Gary Mc Louth

John J. Farrell

Pauline Herbert

FOR THE BOARD OF EDUCATION OF
THE INTERMEDIATE SCHOOL DISTRICT

Herbert Herzoggers Lawrence Stouff, Sec

Letter of Understanding - A

Any day the aide is required to pick up a bus in the A.M. for the center use the driver shall be paid 10 minutes check/fuel time over and above the regular daily wage.

Carolyn J. Ritter

E.A. Representative

Laurence Starckoff

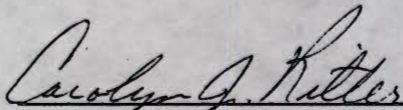
Superintendent

Letter of Understanding
Regarding
Transportation Coordinator

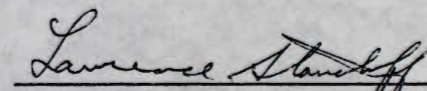
During the period of this agreement Mr. Les Gowell shall continue to perform the duties of Transportation Coordinator which shall combine the duties of bus driving with overall coordination of busing routes and other management functions involving the transportation system. This position will not, however, have authority to issue discipline as it is considered to be a non-supervisory position.

Mr. Gowell shall be paid the driving rate of pay for the performance of said duties.

In the event Mr. Gowell leaves the position the Board of Education reserves the right to reevaluate the position.



E. A. Representative



Superintendent

Oceana Intermediate School District

840 Harrison Street

Oceana, Michigan

49721

Office of Superintendent

Phone 873-5651

LETTER OF AGREEMENT

The Board of Education of the Oceana Intermediate School District and the Oceana Intermediate Support Personnel Association agree to extend the July 1, 1990 through June 30, 1992 Master Agreement including "letters of understanding A" and "Regarding Transportation Coordinator" to July 1, 1992 through June 30, 1994 without modification.

For the Support Personnel Association:

Carolyn G. Ritter

President

Gary McSouth

Chief Negotiator

For the Board of Education:

Herbert Herreggers

President

Lawrence Stuchiff

Secretary

April 13, 1992

Date



Washington, D.C. 20500

STATEMENT OF ACCOMPLISHMENT

The purpose of this statement is to report on the accomplishments of the project during the period from [start date] to [end date]. The project was initiated in [start date] and is scheduled to be completed by [end date]. The following is a summary of the work accomplished during the period:

The project was completed on [date].

[Signature]
[Name]

[Signature]
[Name]

[Signature]
[Name]

[Signature]
[Name]

[Signature]
[Name]

OCEANA INTERMEDIATE SUPPORT PERSONNEL ASSOCIATION

Contract Negotiation Proposal

January 14, 1994

We propose to extend the current contract, without modification, from July 1, 1994 through June 30, 1997.

We request a written response to the proposal within the next ten working days.

Herbert Herrygers
HERBERT HERRYGERS, PRESIDENT
OCEANA ISD BOARD OF EDUCATION

Lawrence Stancliff
LAWRENCE STANCLIFF, SECRETARY
OCEANA ISD BOARD OF EDUCATION

Negotiators,

Carolyn A. Ritter
Rosie G. Gebhart
Rosie Gebhart
Carol Ritter

Gary M. Clouth GARY MCLOUTH

William H. Riggs WILLIAM RIGGS

Les Gowell LES GOWELL

ratified 1-19-94
DATE

THE UNIVERSITY OF CHICAGO LIBRARY

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OCEANA INTERMEDIATE SCHOOL DISTRICT
-AND-
OCEANA INTERMEDIATE SUPPORT PERSONNEL ASSOCIATION

Letter of Understanding re Reopener Negotiations.

The parties were signatory to a collective bargaining agreement effective through June 30, 1994. This agreement was extended until June 30, 1997, based upon the expectation that the Oceana ISD would continue to exist as it presently is constituted for the next three years. In the event that the Oceana ISD is to be dissolved, reorganized or merged with another intermediate school district during the period of this agreement, the Oceana ISD agrees to give the Association at least sixty (60) days advance notice of the proposed dissolution, reorganization or merger. Upon the giving of this notice, the parties shall enter into negotiations regarding the impact of the potential dissolution, reorganization or merger upon the employees in the collective bargaining unit. During those negotiations all of the provisions of this agreement shall be opened for negotiation and potential modification, including the provisions regarding the duration of the agreement.

OCEANA INTERMEDIATE SCHOOL DISTRICT

Carolyn J. Ritter
Rosalee J. Schubert
Mary M. Lavett

OCEANA INTERMEDIATE SUPPORT
PERSONNEL ASSOCIATION

William A. Rupp

Herbert Herrygers
HERBERT HERRYGERS, PRESIDENT
OCEANA ISD BOARD OF EDUCATION

Lawrence Stancliff, Inc.
LAWRENCE STANCLIFF, SECRETARY
OCEANA ISD BOARD OF EDUCATION

Retified January 17, 1994
DATE

