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9/15/98

# MASTER AGREEMENT



Between

**MONTAGUE AREA PUBLIC SCHOOLS**

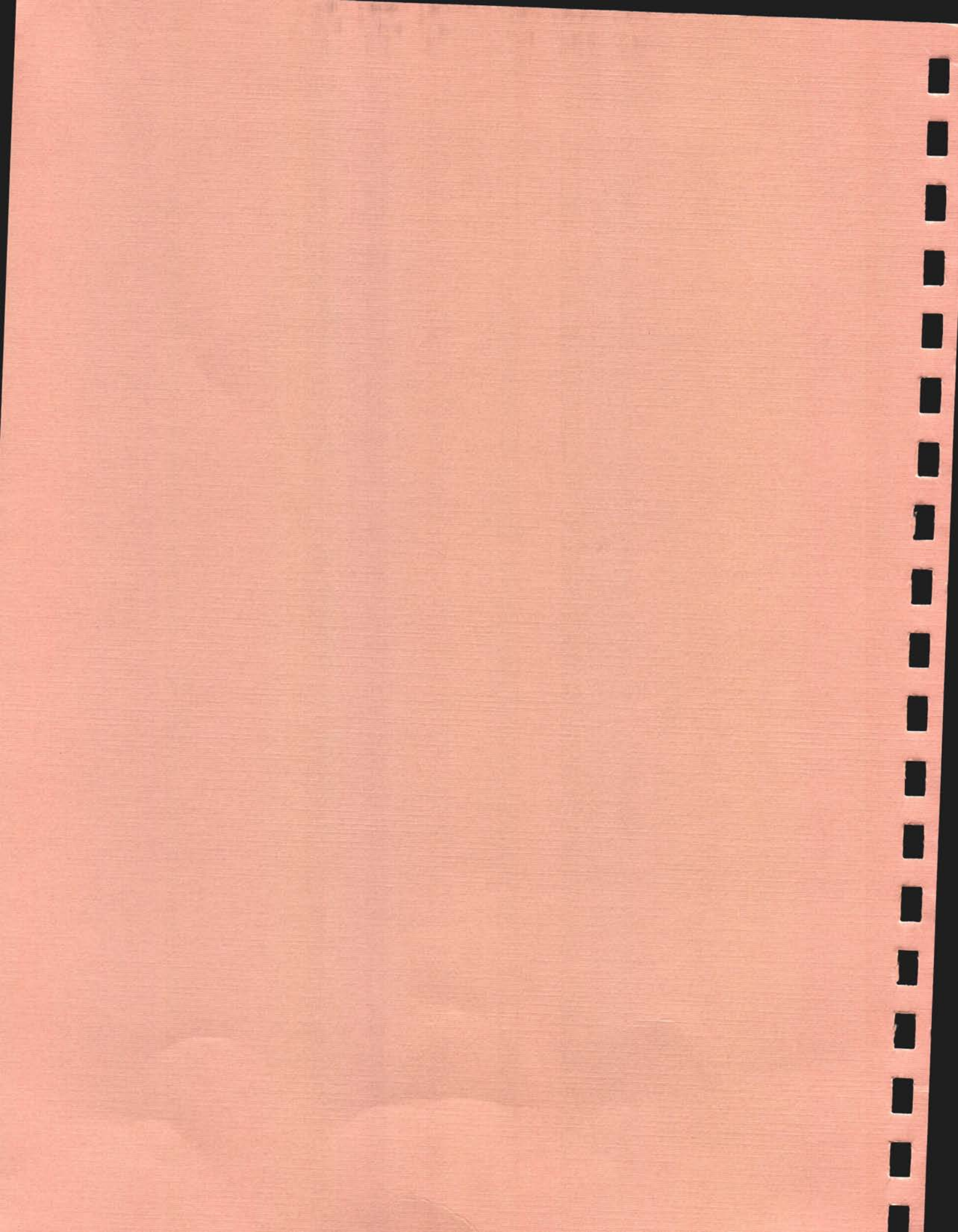
And

**THE MICHIGAN EDUCATION SUPPORT  
PERSONNEL ASSOCIATION**

**EXPIRES 9-15-98**

*Montague Area Public Schools*





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**MONTAGUE AREA PUBLIC SCHOOLS  
AND  
MONTAGUE AREA PUBLIC SCHOOLS,  
MICHIGAN EDUCATION SUPPORT PERSONNEL ASSOCIATION**

**AGREEMENT**

This Agreement is entered into on this 29th day of October, 1996, between the Montague Area Public Schools (hereinafter referred to as the "Employer") and the Montague Area Public School, Michigan Education Support Personnel Association (hereinafter referred to as "Union").

**PURPOSE AND INTENT**

The general purpose of this agreement is to set forth terms and conditions of employment that will promote orderly, peaceful, and friendly labor relations for the mutual benefit of the employees, Employer and Union.

**ARTICLE 1  
RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 of the State of Michigan as amended, herein after referred to as the "ACT," the Employer does hereby recognize the Michigan Education Support Personnel Association, to be the exclusive representative of all the regular full-time and regular part-time non-teaching employees, excluding confidential secretary to the Superintendent or Business Manager, Bookkeeper, other central office staff, supervisors and substitutes, as defined in the Act, 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.

If there is any question concerning the inclusion of any newly created position with the bargaining unit the parties shall meet to discuss such question and, if no agreement can be reached, shall submit such question to the Michigan Employment Relations Commission for resolution.

## **ARTICLE 2 BOARD RIGHTS**

The Union shall recognize that the Board of Education, on its behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

Except as expressly abridged or modified by this Agreement or by the Act (PA 379 of 1965), the powers, rights, authorities, duties and responsibilities shall include the right to hire, promote, or demote; to transfer and discharge; to lay off; to retire employees; to determine schedule of hours of work and school term; and to sub-contract work, which is not normally performed by the bargaining unit. The Board also retains the right to make and enforce reasonable rules and regulations to promote safety, efficiency and discipline; to provide order and protection of the Employer's employees, operations, and property from injury, damage or other loss from any source. Prior to the rules becoming effective, the rules shall be subject to a special conference if the Union feels they are unreasonable. The Union shall request the special conference within five (5) working days to the date of the posting. In return for wages and fringe benefits, the employees agree to perform a fair day's work.

## **ARTICLE 3 UNION DUES, AND FEES**

- A. Employees may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the Michigan and National Education Associations).
  
- B. 1. Each bargaining unit member shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277 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 procedure provided below.



Payroll deductions made pursuant to this provision shall be made in equal amounts as nearly as may be from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

2. The procedure in all cases of nonpayment of the service fee shall be as follows:
  - a. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance 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.
  - b. 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 paragraph B. 1. above.
  - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.
3. Pursuant to Chicago Teachers' Union v Hudson, 106 S Ct 1066 (1986), the Association has established an "Objections to Political-Ideological Expenditures—Administrative Procedures". Those administrative procedures (including the timetable for payment) apply only to non-association bargaining unit members. The remedies set forth in those procedures 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 an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
4. Due to certain requirements established in recent court decisions, the Association represents 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 upon expiration of the objection period for non-members of the fee for that given school year.

5. The Association will certify at least annually to the district, fifteen (15) days prior to the date of the first payroll deduction for active member dues or service fees, the amount of said dues and the amount of service fee to be deducted by the District and that said service fee includes only those amounts permitted by the Agreement and by the law. It is expressly agreed that the District shall have no obligation to make involuntary deduction of service fees under this section until such time as the Association shall furnish the District with verification that the Association's Objections to Political-Ideological Expenditures-Administrative Procedures have been approved by the court of record in Lehnert v Ferris Faculty Association-MEA/NEA, 643 F Supp 1306 (WD Mich, 1986). Further, the Association promptly agrees to notify the District of any future litigation where an order has been issued preventing the Association from implementing its "Objections to Political-Ideological Expenditures-Administrative Procedures" or any successor procedures pertaining to the same subject matter. In such event the District shall have the right to suspend the involuntary wage deduction procedure specified herein for non-association bargaining unit members.
  6. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purposes of complying with the Association security/ agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with a bargaining unit member who challenges the Association security/agency shop article provisions under this Article. The Board may, at its discretion and expense, appoint legal counsel to protect the district's interest in such proceedings.
- C. The deductions of dues or service fee shall be made from one regular paycheck each month for ten (10) months beginning in September and ending in June of each year and the Board agrees to remit to the Association all monies so deducted accompanied by a list of employees for whom deductions have been made.
  - D. The Association agrees that the Board will not be responsible for sums improperly deducted and remitted. This statement assumes that corrections will be made when errors in deductions are found. Fringe benefits allowed by the Board are not related to the above Article.
  - E. Any bargaining unit member employed prior to September 15, 1992 and who was not a member of the predecessor union (AFSCME, AFL-CIO, Michigan Council #25, Local #201) and who does not desire to become a member of the Montague Education Support Personnel Association, MEA-NEA, shall be exempt from this Article.



- F. Employees who contributed to the E.G. Townsend Memorial Fund in 1992-93 in lieu of paying union dues or representation fees prior to the effective date of this contract, may continue to make such contribution at the same rate as the service fee.

#### **ARTICLE 4 UNION REPRESENTATION**

The President shall be allowed reasonable time off to investigate and present grievances which he/she is to discuss with the Employer without loss of time or pay for time spent during his/her regular schedule, provided the release time is arranged with the immediate supervisor.

#### **ARTICLE 5 STEWARDS AND ALTERNATE STEWARDS**

For the purpose of handling complaints and grievances under the Grievance Procedure, there shall be one steward for each department. In the absence of the steward, an alternate steward may be appointed by the President. The stewards or alternate stewards shall be allowed reasonable time off to investigate and present grievances to the Employer without loss of time or pay for the time spent during their regular scheduled working hours, after notifying their immediate supervisor that they are to investigate a complaint or handle a grievance, the nature of such complaint or grievance, if known, the location and the approximate time required. The immediate supervisor shall grant the necessary time off for such duties provided the release time is arranged in advance.

Authorized time spent during regularly scheduled working hours by the stewards, members of the bargaining committee or President shall be paid for at the regular rate of pay. The Union will furnish to the Employer a list of the stewards, bargaining committee and President and will notify the Employer of any changes thereof. The Employer will notify the Union in writing of its representatives in the Grievance Procedure and will notify the union of any changes thereof.

#### **ARTICLE 6 SPECIAL CONFERENCES**

- A. Special conferences for important matters will be arranged between the President and the Employer or its designated representative upon the request of either party. Such meetings shall include at least two (2) representatives of the Union, and two (2) from the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Employees attending special conferences, when arranged during working hours, shall not lose time or pay for attending special conferences. This

during working hours, shall not lose time or pay for attending special conferences. This meeting may be attended by a union representative, including the MEA UniServ Director, and members of the Board.

- B. The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference. No employee will be paid for conducting or attending Union meetings.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

Any employee having a grievance arising as to the application or interpretation of this Agreement herein set forth:

The grievance must be presented in writing by the steward to the immediate supervisor within ten (10) working days from the date of its occurrence. The grievance must include the grievant's signature (when applicable) and must indicate the specific Article(s) allegedly misapplied or misinterpreted.

- Step 1.
  - A. If an employee feels he has a grievance, he shall discuss the grievance with the supervisor. A Union representative shall be given an opportunity to be present during all discussions.
  - B. If the matter is not disposed of within two (2) working days, it may be submitted in written form by the steward to the supervisor.
  - C. The supervisor shall answer the grievance, in writing, within five (5) working days.
- Step 2.
  - A. If the Supervisor's answer does not resolve the grievance, the chief steward may submit the grievance in writing to the Superintendent within five (5) working days from the receipt of the supervisor's answer.
  - B. The Superintendent shall answer the grievance within five (5) working days from receipt of the written grievance.
- Step 3.
  - A. If the Superintendent's answer does not resolve the grievance, the Union may submit the grievance to the Board of Education within five (5) working days of the date of the receipt of the Superintendent's answer. The School Board or a Board committee will arrange to discuss the grievance within ten (10) working days. The Employer shall answer the grievance within five (5) calendar days from the date of the meeting.

- Step 4.
- A. If the Board's answer does not resolve the grievance, and the Union wishes to carry the matter further, it shall within thirty (30) calendar days after receipt of the written reply at step 3, notify the Superintendent of its written intent to submit the matter to arbitration. Upon receipt of the Union's notice of intent, the parties shall attempt to mutually select an arbitrator. If the parties are unable to mutually select an arbitrator, the Union may file a Demand for Arbitration at the Michigan Employment Relations Commission, provided that such Demand is filed within sixty (60) calendar days after receipt of the Employer's answer at Step 3. The matter shall thereafter be administered by the Commission in accordance with its Voluntary Labor Arbitration Rules. The Commission's administrative fee and the arbitrator's fees and expenses shall be borne equally by the parties. The arbitrator shall be required to issue his decision within thirty (30) days after the conclusion of testimony and argument.
  - B. The arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of the Agreement. There shall be no appeal from the arbitrator's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer.
  - C. Where no monetary loss has been alleged, the arbitrator shall have no power to order one.
  - D. If the proceedings involve any matter which is or might be alleged as a grievance are instituted in any administrative action before a government board or agency, or in any court, then any further proceedings on such grievance under this Article shall be barred.

Likewise, it is expressly understood and agreed that taking an appeal to the arbitrator constitutes an election of remedies and waiver of any and all rights of the appealing party and any person or persons he, she or it represents to litigate or otherwise contest the appealed subject matter in any court, administrative agency or other forum.

- E. The arbitrator shall have no jurisdiction over any dispute concerning the discipline, discharge, transfer or layoff of any probationary employee.



- F. Any grievance not appealed from one step of the Grievance Procedure to the next step, within the time limits set by the Grievance Procedure, shall be considered settled on the basis of the last answer and not subject to further review. An arbitrator shall have no power to reach the merits of a grievance which was not filed or appealed within the contractual time limits, however nothing in this paragraph shall be deemed to require an arbitrator to hold a separate hearing on any timeliness issue. The time limits under this procedure may be extended by mutual agreement.
- G. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled.
- H. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned, reduced by monies which were earned but which would not have been earned had employment with the Employer continued and further reduced by unemployment compensation, if any, received. This paragraph shall not be construed as requiring an arbitrator to award back pay as a remedy.

## ARTICLE 8 SENIORITY

- A. New Employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. The ninety (90) working days' probationary period shall be accumulated within not more than one hundred and fifty (150) calendar days. When an employee finishes the probationary period, by accumulating ninety (90) working days of employment within not more than one hundred fifty (150) calendar days, he/she shall be entered on the seniority list from his/her most recent first day of work, providing thirty (30) of the ninety (90) working days have been accumulated while school was in session for the regular school year. There shall be no seniority among probationary employees.
- B. A probationary employee referred to in A. above may be discharged, disciplined, transferred, laid off without cause, except for lawful union activity, without recourse to the Grievance Procedure.
- C. Seniority shall be on a departmental basis, in accordance with the most recent first day of work. Departments and classifications included therein are as follows:
  - 1. Instructional Support Service:  
Teacher Aides  
Library/Media Center Aide

2. Paraprofessionals
3. Special Services:  
Interpreter  
Health Aide
4. Administrative Support Services:  
Administrative Secretary  
Secretary/Clerk
5. Transportation:  
Bus Mechanic  
Bus Driver  
Bus Attendant  
Inter-school Transportation
6. Operation and Maintenance:  
Custodian  
Maintenance Engineer
7. Food Service:  
Cook  
Cook Aide

D. For the purpose of all benefits and wages covered by this Agreement, employees moving from one department to another, in accordance with Article 21, Vacancies, shall have seniority from their most recent first day of work with the Employer.

E. Employee Definition:

1. Full-time: One who is scheduled to work eight (8) hours a day, twelve (12) months of the year.
2. Part-time: One who is scheduled to work less than eight (8) hours per day, forty (40) hours per week and/or less than twelve (12) months in any one (1) year. All regular part-time employees shall be offered seasonal employment or substitute work, in accordance with Article 21, Vacancies, with a copy to the President, prior to occasional employees or temporary employees being hired, provided they can perform the duties.
3. Occasional Employee: One who is used as a substitute, and works only upon call.

4. **Temporary Employee:** One who is used to perform seasonal work to assist the regular work force. Temporary employees shall not be used to take the place of full-time employees or work overtime or work in regular job classifications when other regular employees defined in this Agreement are available. The length of their employment shall be limited to three (3) months during a year (July 1 - June 30). If a temporary employee is retained as a full-time employee, or works beyond the length of employment as defined above, he/she shall have seniority accumulated from his/her original most recent first day of work and applied toward his/her probationary period subject to Section A of this Article.
- F. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority. Employees who transfer from one department to another shall retain seniority in their former department.
- G. The Employer will keep the seniority list up to date at all times and will provide the local union membership with up-to-date copies at the request of the Union, to be delivered within ten (10) work days of the request. By October 1 of each year, the seniority list shall be posted. Employees shall have ten (10) working days to object to the list. Thereafter, the list shall be considered final and conclusive. The Employer shall notify the President in writing of any changes in the status of the seniority list within ten (10) days thereafter.
- H. An employee shall lose his/her seniority for the following reasons only:
1. He/she quits.
  2. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
  3. If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
  4. If he/she does not return to work from sick leave as set forth in the sick leave procedure.
  5. He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer will send written notifications to the employee at his/her last-known address that he/she has lost his/her seniority and his/her employment has been terminated.
  6. The employee is laid off for two years or the length of the employee's seniority, whichever is less.

## **ARTICLE 9 LAYOFF AND RECALL**

- A. If it becomes necessary for a layoff, the following procedure will be effective. Probationary and temporary employees within a job classification will be laid off first provided a more senior qualified employee in that classification is able to perform the duties of the position. Employees with the least seniority will be laid off in accordance with their seniority within job classifications.



- B. A laid off employee may claim the job of a less senior employee provided the employee previously held a position in that classification and the employee has the ability to perform the job. A laid off employee shall not bump a bus driver unless the employee bumping has a valid Michigan State certificate to drive a school bus.
- C. Employees to be laid off for an indefinite period of time or ten (10) days or more will have at least seven (7) calendar days' notice of layoff, except in cases of an emergency where it is impossible to do so. Short term layoffs of ten (10) days or less may be given without advance notice. The Union secretary shall receive a list from the Employer of the employees being laid off on or before the same date the notices are issued to the employees.
- D. When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in this Agreement, provided the laid off employees have the qualifications and ability to perform the available work. Notice of recall shall be sent to the employee at his last-known address by certified mail. If an employee fails to notify the Superintendent's office in writing of his/her intent to return to work within ten (10) calendar days after a certified (return receipt requested) recall notice is received, he/she shall be considered a quit. The employee who notified the Superintendent in writing of his/her intent to accept recall who then fails to report to work on the first scheduled day for that position shall also be considered a quit.
- E. In the event of layoff only, stewards and the president will be retained at work as long as there is work available which they can perform.

#### **ARTICLE 10 BULLETIN BOARDS**

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

- (1) Notices of recreational and social events.
- (2) Notices of elections.
- (3) Notices of results of elections.
- (4) Notices of meetings.

#### **ARTICLE 11 LEAVE OF ABSENCE**

- A. Application shall be in writing to the central administrator. The Administration shall approve or disapprove in writing within fourteen (14) days after receipt of the application with a copy to the President.

B. For employees with at least one (1) year of service, leaves of absence for reasonable periods, as defined below, will be granted without loss of seniority for:

- (1) Serving in an elected or appointed position (public or union - 2 years). (Will be given priority on the first open job available).
- (2) Child care leave for newborns up to one (1) year.
- (3) Illness Leave - Physical or Mental. Up to one (1) year.
- (4) Prolonged illness in the immediate family. Up to one (1) year. (Spouse, children, step-children or wards).
- (5) The employee shall notify his supervisor in writing prior to May 1 of each year whether he intends to return to employment in the ensuing school year. Failure to notify the supervisor by the appropriate date will be considered a quit.
- (6) The employee may require medical verification in accordance with the Federal Family and Medical Leave Act,(FMLA).

Such leave may be extended for like cause.

C. Employees working more than 1250 hours per year shall be granted leaves for their own illness, child care of a newborn or newly adopted child or family illness shall continue to receive fringe benefits on the same basis as previously provided for up to twelve (12) weeks following commencement of the voluntary leave. If the employee fails to return to work after completion of the leave, the employee shall repay the district within thirty (30) days the cost for the employee's premium contributions while on leave. The Employer may require medical verification of illness or the necessity of the employee's presence for the care of the employee consistent with FMLA.

D. A leave of absence of up to one (1) year, without loss of seniority, for educational purposes may be granted at the discretion of the employer.

E. Members of the Union elected to attend a union function, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences or conventions for the local union, provided the Employer is given one (1) week or more notice. Such leave shall be limited to two (2) employees off at any one time and shall not exceed twenty (20) working days for an academic school year for the total chapter.

- F. An employee who serves on jury duty or is subpoenaed in a school related matter on behalf of the school will be paid the difference between his pay for jury duty, or witness fees and his regular pay for the time the employee would be scheduled to work. Employees scheduled for afternoon/evening shifts are not obligated to work if they have four (4) or more hours as a juror or witness.
- G. Employees shall retain but not accrue seniority while on all approved leaves of absence and upon return from leave shall be returned to a position to which their seniority and qualifications would entitle them.

Any one (1) unpaid leave of absence in excess of thirty (30) consecutive calendar days will change the seniority date. A note will be included on the leave request form to the above effect.

## **ARTICLE 12 PAID LEAVE**

- A. All employees covered by this Agreement shall accumulate one (1) sick leave day per month provided he works eleven (11) scheduled work days or more in that month, with one hundred thirty (130) days' accumulation.
  - (1) To be eligible for sick leave, an employee must notify his/her supervisor at least one hour prior to the start of his/her shift. Exceptions may be made in proper cases.
  - (2) An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.
  - (3) Each employee's sick leave days shall be based on the number of hours they are regularly scheduled to work per day, up to eight (8) hours.
  - (4) If the Employer feels an employee has abused or been unreasonable with sick leave, the Employer may require medical verification or other reasonable proof of illness, at the Employer's option.
  - (5) Twenty-five percent (25%) of the accumulated sick leave shall be paid upon retirement, provided such employee shall have been employed by the district for not less than ten (10) years of continuous employment or in the case of death, to the employee's beneficiary. Payment shall be made within two (2) weeks from the date of separation at the employee's prevailing rate.



- (6) An employee during each year (July 1 - June 30) may use five (5) paid sick days for illness in the employee's immediate family. For purposes of this section, immediate family is defined as the employee's spouse or a person living in the employee's household.
- B. With the approval of the employee's immediate supervisor, each employee may be allowed two (2) days each year (July 1, - June 30) without loss of wages to attend to affairs of a personal nature which cannot be conducted outside of the regular school day. No reason is required for a personal day. However,
- personal day requests shall be made with at least forty-eight (48) hours notice except in case of an emergency. In any event, such a request shall be made as far in advance as possible. Such days of absence shall not be deducted from the employee's sick leave days and shall not accumulate from year to year.
- C. An employee shall be allowed three (3) working days as bereavement leave days, with pay, for a death in the immediate family. Immediate family is to be defined as follows: parent, sibling, spouse, child or in-laws of the same, grandparents, grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed up to one (1) bereavement leave day with pay. Bereavement leave days are to be used for making necessary arrangements for and attending the funeral or memorial service.

### **ARTICLE 13 WORKERS' COMPENSATION ON-THE-JOB INJURY**

Any employee who is eligible for workers' compensation benefits will receive, in addition to the workers' compensation benefits, an amount to be deducted from his/her sick leave sufficient to make up the difference between the workers' compensation benefits and his/her regular weekly income, except that such payment shall not be made, nor shall sick leave be deducted, if the employee so requests. This shall continue only until sick leave is exhausted. It is understood that the sum of the workers' compensation benefits and sick leave shall not exceed the amount of his/her regular weekly income.

It is further agreed, for purposes of Section 354 of the Workers' Disability Compensation Act, that the exchange of a sick day (or part thereof) in return for the payment of a salary differential by the school district, constitutes a direct contribution to this plan by the employee.

Should said contribution by an employee be held by any court or administrative agency of competent jurisdiction to be an "offset" under Section 354 (b) of the Workers' Disability Compensation Act against benefits to be received by said employee under the Act, the Board shall not be required to pay the additional wage amounts charged to the employee's accumulated sick leave as provided for above.

**ARTICLE 14  
VETERANS**

All state and federal laws applicable to the employment of veterans shall apply.

**ARTICLE 15  
HOLIDAYS**

The following holidays shall be designated as paid holidays in accordance with the employee's regular hours worked per day.

A. Full-year Employees

New Year's Day

All Day Good Friday, if classes are not in session; otherwise  
last half of employee's regular shift

Memorial Day

Fourth of July

Labor Day (if working prior to that day)

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's Day

B. School-year Employees

New Year's Day

All Day Good Friday, if classes are not in session; otherwise,  
last half of employee's regular shift

Memorial Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas

Christmas Day

Day before New Year's Day

Labor Day (if working prior to that day)

C. Should a holiday fall on Saturday or Sunday, the Friday before or the Monday after shall be considered as the holiday, whichever is more applicable.

- D. To be eligible for holiday pay an employee must work his/her regular scheduled work day before and his/her regular scheduled work day after the holiday, except if the employee is on vacation, sick leave, or an approved day off.
- E. In addition, beginning with the 1997-98 school year each employee may designate an additional day as a paid holiday. The holiday may be used at any time during the school year with the prior approval of the employee's immediate supervisor.

#### **ARTICLE 16 EMERGENCY SCHOOL CLOSING**

Whenever schools are closed due to severe weather or other emergencies, and bus drivers are notified not to report, there will be no pay. If drivers report and school is closed, they shall receive pay for their regular morning run. If school is dismissed within the first three and-a-half hours of the day (using the start of classes as the count time) employees on duty shall be paid for one-half (1/2) of a shift or their actual time worked whichever is greater. If school is dismissed after the first three-and-a-half (3 1/2) hours, employees shall receive a full day's pay. However, employees may be required to work the balance of their shift.

#### **ARTICLE 17 WORK HOURS**

- A. Employees who work an eight (8) hour shift beginning after twelve (12) noon shall receive, in addition to their regular rate, twenty cents (20¢) per hour. An employee temporarily transferred to a shift beginning prior to 12 noon, shall continue to receive the shift premium.
- B. Bus Drivers: Regular shifts shall be two (2) runs or more per day, Monday through Friday.
- C. Employees in the Custodial, Administrative Secretary, Secretary/Clerk, Cook, Maintenance Engineer, and Mechanic classification may take a "rest break" in the first half and the second half of their regular shift, not to exceed fifteen (15) minutes each. Other employees working between three (3) and four (4) hours for a work period shall receive a "rest break" of ten (10) minutes at approximately the mid point of each work period.
- D. All employees are expected to be at their regularly assigned building at their regularly scheduled starting time; and there shall be no splits except for dinner, which is not included in the shift.
- E. Employer agrees to grant compensatory time if employee is called on by his/her supervisor to use lunch time to perform regular duties. (Decision must be known to supervisor and approved by him/her.) Compensatory time shall be taken within two weeks of its accrual.



- F. Employees will be compensated at their regular straight time rate for hours spent in training sessions and in-service meetings and for which attendance is required.
- G. Extra run hours shall be rotated among bus drivers based upon seniority and equalized on a monthly basis. Employees who decline an extra run shall be credited the number of hours for the offered run for equalization purposes.

**ARTICLE 18  
TIME AND ONE-HALF**

- A. Time and one-half shall be paid as follows:
  - (1) For all hours worked over eight (8) hours per day with the exception that:
    - (a) by mutual agreement of the employee and his immediate supervisor during vacation breaks or summer recess the employee may work a four (4) day ten (10) hour shift;
    - (b) comparable schedules may be designed at other times, but only with express written agreement of the union and the employer.
  - (2) For all hours worked over forty (40) hours per week.
  - (3) For the hours worked on holidays as defined in the agreement, plus holiday pay.
  - (4) For all purpose computing overtime, the work week shall be from 12:01 o'clock, a.m. Sunday until 12:00 o'clock, midnight Saturday.
- B. Two times the employee's regular straight time hourly rate shall be paid for all hours worked on Sunday, except graduation day.
- C. The Employer shall not alter the work week to avoid the payment of overtime for Saturday work, unless mutually agreed between the Employer and the employee or employees involved.
- D. An employee called in or reporting for work outside his regular shift shall receive at least two (2) hours' work or two (2) hours' pay at the rate of time and one-half.
- E. An employee will be expected to work overtime hours as assigned by his supervisor to fulfill the needs of the school district and ensure its continuous operation.

- F. A custodian shall be assigned for a minimum of two (2) hours each time an outside group that is required by the Board to pay a fee for use of school facilities uses such facilities at a time when custodians are not regularly on duty.
- G. Equalization of Overtime Hours.
  - (1) Overtime hours shall be divided as equally as possible among employees in the same classification and/or in their building.
  - (2) Whenever overtime is required, the person with the least number of overtime hours in that classification and/or within their building will be called first and so on down the list in an attempt to equalize the overtime hours.
  - (3) For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period, except in case of sickness, or if an employee is on vacation.

**ARTICLE 19  
CLASSIFICATIONS AND RATES**

- A. The pay scale for the duration of this contract will be found in Appendix I.
- B. Bus Drivers: A "regular run" shall be based from the time of departure until return and each run shall be paid no less than one (1) hour. Bus drivers who are assigned to any noon kindergarten run will be paid for the actual time from the time of departure until return, but not less than one (1) hour. Any employee who was assigned the kindergarten noon run during the 1994-1995 school year shall suffer no loss of benefits provided by the district if the required time for the run is subsequently reduced.
- C. Extra runs are those runs outside the regular schedule of runs and shall be assigned by the bus supervisor in accordance with Article 19 (G) to the extent possible (based on the length of the run, time of day, driver's availability, weather, safety and the type of run may be prime consideration). A driver requesting an extra run shall be assigned such run provided there is a substitute driver available with experience. Regular drivers requesting extra runs shall be paid at the rate for regular runs for all driving time and at the down time rate for all non-driving time during the extra run. Regular drivers who are required to take extra runs in place of their regular runs shall receive the same rate of pay as their regular runs or the total rate for the extra run, whichever is greater.
- D. Pay day shall be every other Friday. Second shift employees may pick up their paychecks at the superintendent's office at the start of Thursday's regular shift.

- E. Crew Leader. A twenty cents (20¢) per hour differential will be paid to custodians who act as crew leaders during vacation periods. Crews will exist when more than two (2) people are assigned to work together and one is requested to supervise a work project.
- F. Other Employer Provided Benefits
- (1) The Employer agrees to reimburse employees for the full cost of physicals or other tests required by the State or the school district as a condition of employment and to pay the additional fee, if any, in excess of the cost of a Michigan vehicle operator's license for operator's license endorsements required to operate a school bus.
  - (2) Clothing
    - (a) The Employer agrees to provide to each custodial and maintenance employee, at no cost to the employee between July 1 and September 30 of each year, two (2) sets of uniforms.
    - (b) The Employer agrees to provide at no cost to each bus driver one (1) winter weight outer jacket every other school year. Drivers will wear the jackets on all field trips, athletic runs and other runs to which they are assigned.
  - (3) Meals - Upon presentation of paid receipt; the school district will reimburse bus drivers for actual meal costs not to exceed \$8.00 per extra run, provided the run exceeds four (4) hours in duration.
- G. The Employer will provide job descriptions.
- H. Drivers assigned to the regular daily run to the Newaygo county career technical center shall be paid at the regular rate from the time of departure until time of return to the bus garage each day, except that the period of non-driving time each day shall be paid at the down time rate beginning with the 1997-1998 school year.

**ARTICLE 20  
NO STRIKE CLAUSE**

The Union, its officers, and its members, individually and collectively, agree that neither it nor they will cause, permit or take part in any sit-down, stay-in, or slowdown, or any curtailment of work, or restriction of service, or interference with education of the children. The Union, its officers, and its members will not cause, or permit its members to cause, nor will any member of the Union take part in any strike or stoppage of any of the Employer's operation.

**ARTICLE 21  
VACANCIES**

- A.
1. A vacancy shall be defined as any previously filled position, or newly-created position which the District intends to fill.
  2. All job vacancies to be filled shall be posted within no more than five (5) days of the opening for five (5) working days in a conspicuous place in each building setting forth the minimum requirements, the building, shift, and rate of pay for the position. Employees interested shall apply within the five (5) working days' posting period.
  3. The job shall be awarded to the most senior applicant from within the classification. If there is no applicant from within the classification then the job shall be awarded to the most senior applicant from within the department, provided the applicant is qualified as defined below. If no one from the department applies, the bargaining unit members from the remaining departments will be awarded the position if they meet the qualifications of the posting, including skill, ability, experience, education, licensure or certification, and the greatest seniority of those qualified, bidding outside the posted classification.
  4. The union president shall receive a copy of all job postings when they are posted and a copy of the award or denial within five working days after the posting period.
  5. The job shall be awarded or denied within five (5) working days following the closing of the posting period.
- B. In the event the senior applicant(s) is denied the job where no employee within the same job classification has applied, reason(s) for the denial shall be given in writing to the applicant(s).
- C. Employees shall be subject to a thirty (30) working day trial period. During the trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reason(s) shall be submitted to the Union in writing by the Employer, with a copy to the employee. During the trial period, employees will receive the rate of the job they are performing.



- D. If an employee is transferred or promoted to a position under the Employer, not included in the bargaining unit, and is thereafter transferred again into a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.
- E. Temporary Transfers. If it becomes necessary to transfer an employee or employees from one classification to another, the employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification, not to exceed ten (10) working days.
- F. If the transfer is to exceed ten (10) working days, it shall be covered under the job posting, setting forth the estimated length of time.
- G. Summer vacation and other times of the year when school is normally not in session shall not constitute a transfer.
- H. Employees required to work in a higher classification shall be paid the rate of the higher classification.
- I. When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the Employer shall notify the President in writing of the new job and shall establish the rate of pay for the job. The Union shall have ten (10) days from the date of notice to object to the rate of pay. If the Union objects in writing within the ten (10) day period, the rate of pay shall be subject to negotiations.

**ARTICLE 22  
EMPLOYEE BENEFITS**

- A. For purposes of this Article, the following definitions shall prevail:
  - 1. "Full Time Employee" - Unit members who are regularly scheduled for 8 hours a day and at least 194 days a year.
  - 2. "School Year Employee" - Unit members who are regularly scheduled for 8 hours a day, less than 194 days a year but more than 170 days a year.
  - 3. "Bus Driver" - Unit members employed as bus drivers who work as driver at least 3-1/2 hours per day for the entire school year.
  - 4. "Hours" - regularly scheduled hours. Additional hours, extra bus runs, overtime, substitute work, extra week(s) before or after school, or additional seasonal employment shall not be included to determine employment status for insurance purposes.

5. For purposes of this Article, employees who work in two (2) or more departments – e.g., cook aide and bus driver or custodian and teacher's aide – should add their hours together to determine their status for insurance benefits.
- B. The Employer shall make the following insurance plans available to all unit members.
1. MESSA Super Care 1 for the bargaining unit member and his/her family.
  2. School Employers Trust (SET) Ultradent Plan for the bargaining unit member and his/her family, described as \$600 annual maximum, \$50 lifetime deductible per family member, with 50% to 100% coverage at 10% a year. Coverage is limited by underwriting rules of the carrier and is subject to the Master Contract of the policy holder.
  3. MESSA Term Life Insurance protection in the amount of \$10,000 that shall be paid to the eligible bargaining unit member's designated beneficiary. The plan shall include accidental death and dismemberment (AD & D) and waiver of premium (WOP).
  4. MESSA VSP-1 Vision insurance for the unit member and eligible dependents.
- C. The Employer shall provide without cost to full time employees as defined in A. 1. above, health and dental coverage as defined in B. 1. and B. 2. above, fully paid by the Employer for a full twelve (12) month period for the bargaining unit member and his/her family, subject to the cap in H. below.
- Full time employees not electing health insurance shall receive an amount equal to a MESSA Super Care 1 single subscriber rate toward any MESSA options or MEA-Sponsored Tax Deferred Annuities through MEA Financial Services.
- D. The Employer shall provide to school year employees as defined in A. 2. above, health coverage as defined in B. 1. above, 75% paid by the Employer for a full twelve (12) month period for the bargaining unit member and his/her family, subject to the cap in H. below.
- School year employees not electing health insurance shall receive an amount equal to 75% of a MESSA Super Care 1 single subscriber rate to purchase MESSA options or MEA-Sponsored Tax Deferred Annuities through MEA Financial Services.
- E. The Employer shall provide to bus drivers as defined in A. 3. above, health coverage as defined in B. 1. above, 50% paid by the Employer for a full twelve (12) month period for the bargaining unit member and his/her family, subject to the cap in H. below.

- F. The Employer shall provide, without cost to the employee, life insurance as defined in B.3. above and vision insurance as defined in B.4. above to all members of the bargaining unit.
- G. Any other employees may purchase health or dental coverage through the Employer and have the contributions payroll deducted if authorized by the insurance carrier.
- H. In any given fiscal year, the Employer shall not contribute more than 110% of the amount paid for benefits (insurance-options-TSA's) during the prior fiscal year.  
  
If the cost of the insurance coverage exceeds this 10% cap, the difference in monthly premiums shall be paid by participating unit members through payroll deductions.
- I. The Employer may deduct from an employee's wages insurance premiums paid by the Employer which are the financial responsibility of the employee under this Agreement.
- J. No member of the bargaining unit in good standing on the date of ratification of this contract shall have their insurance status reduced as a result of any provisions contained in this Article. This includes membership in the Blue Care Network (HMO). The Board's subsidy is limited to the applicable Super Care I premiums, and in the event that the cost of the Blue Care Network exceeds the cost of Super Care I, the difference shall be payroll deducted.
- K. The board will administer a Cafeteria Plan under Section 125 of the Internal Revenue Code. This plan will be reviewed with the Association prior to its implementation in the 1996-97 school year.

It is the responsibility of each eligible bargaining unit member to comply with all requirements for eligibility, enrollment and coverage specified in the Cafeteria Plan and/or by any insurance carrier, insurance policyholder or third party administrator pertaining to the underlying benefits set forth in the Cafeteria Plan. These responsibilities shall include, but shall not be limited to, initial enrollment, benefit election, and submission of all information necessary for claims processing and/or claims administration within the time period required.

### **ARTICLE 23 DISCHARGE AND DISCIPLINE**

- A. The Employer agrees to promptly notify the Union president of any discipline or discharge. No employee shall be disciplined or discharged without just cause.

- B. An employee may request Union representation in a meeting with the Employer which may give rise to discipline. Upon request, the Employer or its designee will discuss the discharge or discipline with the employee and Union.
- C. Appeal of Discharge. Should the discharged employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within two (2) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Step 3 of the Grievance Procedure.
- D. Reprimands. An employee shall be notified in writing of any subject matter placed in his/her personnel file which could be construed as detrimental to his/her future promotion, transfer, or present and future employment.

#### **ARTICLE 24 VACATION**

- A. All regular full-time employees shall receive vacation in accordance with the following schedule:
  - (a) Two (2) weeks per year after one (1) year up to five (5) years.
  - (b) Three (3) weeks per year after five (5) years up to ten (10) years.
  - (c) Four (4) weeks per year after ten (10) years or over.

Part-time employees regularly employed six (6) hours or more per day and clerical employees shall receive a prorated vacation.

Vacation pay for administrative secretaries will no longer be prorated.

- B. Vacation requests will be granted at such times during the year as are suitable considering the employee's request and the staffing needs of the school district. The Employer shall have the discretion to make the ultimate decisions regarding the scheduling of vacations, however, as to vacations to be taken from June through August, requests made before May 1 of each year shall be honored first, giving preference to more senior employees. All vacation requests shall be submitted in writing with at least two (2) weeks advance notice to the employee's immediate supervisor. The Central Office shall grant or deny the vacation in writing on or before May 20 for June through August vacation requests. All other vacation requests shall be granted or denied within seven (7) working days of receipt of the written request by the supervisor. If a dispute arises concerning an employee's eligibility for vacation, it shall be referred to the Employer and the Union for disposition, subject to the grievance procedure. Employees shall only be eligible for vacation after completion of their first year.



- C. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, provided such scheduling does not drastically interfere with the operation.
- D. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation. When the school is notified that he is under care of a physician, he goes on sick leave.
- F. If an employee is laid off or retired, he will receive any prorated unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.
- G. Rate during vacation: Employees will be paid their current rate based on their regularly scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.
- H. If school is not in session due to inclement weather, those employees eligible for vacation and having accumulated vacation available may receive pay for the day(s) of work missed. However, requests must be made within the pay period in which the snow day occurs, and such requests will only affect vacation time earned as of that date.
- I. If a regular pay day falls during an employee's vacation, he will receive that check in advance before going on vacation. He/she must make a request for his/her check two (2) weeks before leaving if he/she desires to receive it in advance.

**ARTICLE 25  
EFFECT OF AGREEMENT**

- A. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the school district and the Union and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.

- B. The parties acknowledge that during the negotiations which result in this Agreement each have the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school district and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

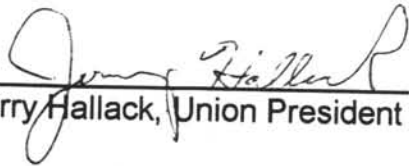
## ARTICLE 26 TERMINATION AND MODIFICATION

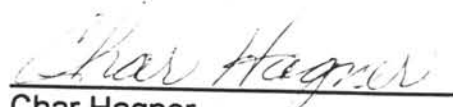
This Agreement shall become effective as of September 16, 1995, and shall continue in full force and effect until September 15, 1998.

- A. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.
- B. If either party desires to modify or change this agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) day's written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- C. Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to: MESPA, c/o Char Hagner, President, 9182 Old Hwy. 99, Montague, Michigan 49437; and if the Employer, addressed to: Montague Area Public Schools, Montague, Michigan 49437, or to any such address as the Union or the Employer may make available to each other.

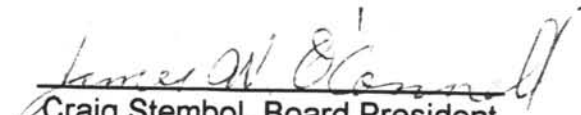
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

**MESPA**

  
Jerry Hallack, Union President

  
Char Hagner,  
Bargaining Committee

**MONTAGUE AREA PUBLIC SCHOOLS**

  
Craig Stembol, Board President

  
Ron Kroll, Board Secretary

## MESPA WAGE CHART

				1994-95 +	1996-97	1997-98
				2.75%	1.5%	2.0%
	New	Step	Step	Step	Step	Step
Years of Service	Hire	1	2	3	4	5
Admin Secy	10.00	11.36	12.22	12.71	12.90	13.16
Bus Attend	9.50	11.05	12.01	12.60	12.79	13.04
Bus Driver Reg Run	11.00	11.95	12.61	12.90	13.09	13.36
Bus Driver Down Time	8.00	8.86	9.44	9.72	9.87	10.06
Bus Mechanic	12.00	14.43	15.90	16.86	17.11	17.46
Cook	7.00	8.39	9.23	9.78	9.93	10.13
Cook Aide	6.50	7.76	8.52	9.01	9.15	9.33
Custodian	9.50	11.13	12.14	12.76	12.95	13.21
Inter School	9.00	10.07	10.77	11.14	11.31	11.53
Library Aide	8.00	9.17	9.91	10.34	10.50	10.71
Maint Eng.	12.00	13.43	14.36	15.26	15.49	15.80
Health Aide/Inter.	12.00	13.28	14.15	14.57	14.79	15.08
Parapro	7.50	8.71	9.47	9.93	10.08	10.28
Sec'y Clerk	8.00	9.17	9.91	10.34	10.50	10.71
Teacher Aide	7.00	8.22	8.97	9.43	9.57	9.76
Bus Monitor	6.50	7.76	8.52	9.01	9.15	9.33

1995-96 1.50% signing bonus

1996-97 2.75% added to the 1994-95 salary schedule plus 1.5% increase on Step 4 beginning on September 16, 1996

1997-98 2.00% added on as Step 5  
1 holdiday to be designated by the employee with the approval of the supervisor







