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6/30/99

OWOSSO PUBLIC SCHOOLS

BOARD OF EDUCATION

and the

**MEA, AND ITS AFFILIATE,
THE OWOSSO EDUCATION SUPPORT
PERSONNEL ASSOCIATION--MEA/NEA**

AGREEMENT

This contract covers the
complete package for the
contracted years of

1996-1999

Owosso Public Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

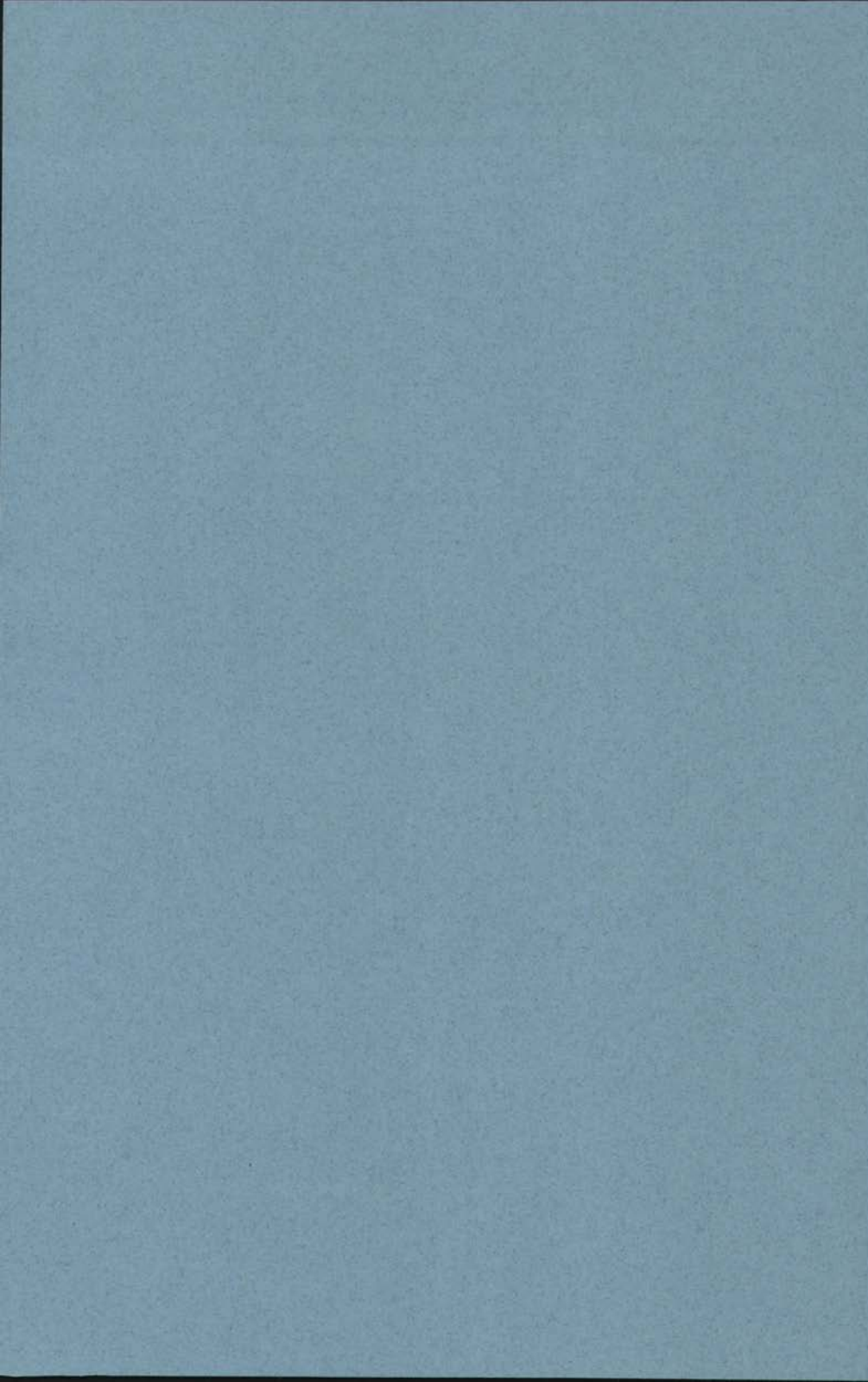


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MASTER AGREEMENT
between the
BOARD OF EDUCATION of the
OWOSSO PUBLIC SCHOOLS
and the
OWOSSO EDUCATION SUPPORT
PERSONNEL ASSOCIATION

This Agreement entered into on July 8, 1996, between the Owosso Public Schools (hereinafter referred to as the "Employer") and the Owosso Education Support Personnel Association (hereinafter referred to as the "Union").

PREAMBLE

Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employee, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between Their respective representatives at all levels and among all employees.

ARTICLE 1

Recognition: Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 369 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in this bargaining unit described below:

All custodians, general maintenance, skilled trade maintenance employees, food service drivers, cafeteria employees, laundry operators, full-time and regularly employed part-time bus drivers and vehicle maintenance employees; but excluding confidential employees, substitute bus drivers, emergency drivers, instructional aides, media aides, special education aides, all categories of aides, secretaries, other office and clerical employees, temporary employees as defined in Article 10, all other employees and supervisors, including transportation supervisors as defined by the commission.

For the purpose of this Agreement, references to males shall include females. The term full-time employee shall mean an employee that is regularly scheduled to work eight (8) hours each day for a minimum of forty (40) hours each week.

The term part-time employee shall mean an employee that is regularly scheduled to work less than eight (8) hours each day or less than forty (40) hours each week.

ARTICLE 2

Management Rights

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of the Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. manage and control the school's business, equipment, and operation; and to direct the working forces and affairs of the Employer.
2. assign and direct the work of all of its personnel; determine the hours of work and starting times and scheduling of all the foregoing; establish, modify, or change any work or business hours or days; and to establish the terms and conditions of employment and its work force.
3. direct the working forces, including the right to hire, promote, suspend, and discharge employees; transfer employees; assign work or extra duties to employees within their respective classifications; determine the size of the work force; subcontract; and to lay-off employees.
4. determine the type of services, supplies, and equipment necessary to continue its operations; determine the means, methods, schedules, and standards of operation; determine the means, methods, and processes of carrying on the work,

including automation thereof or changes therein; and determine the institution of new and/or improved methods of changes therein.

5. adopt reasonable rules and regulations.
6. determine the qualifications of employees, including physical qualifications and conditions; and to determine the policy with respect to drug and alcohol testing of bus drivers.
7. determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities.
8. determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
10. determine the size of the management organization, its functions, authority, amount of supervision, and organization structure.
11. determine the policy affecting the selection, testing, or training of new employees, providing that such selection shall be based upon lawful criteria.
12. determine assignment of buses and where buses are parked, stored and housed, both during and outside work hours; and to determine all bus routes.

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

ARTICLE 3

Union Security

A. Agency Shop

It is specifically agreed that those employees who are not members of the Union at the time of ratification of this Agreement by the Board are "grandfathered" and do not have to pay dues or a service fee as a condition of employment. All other employees covered by this Agreement at the time it becomes effective, except as provided in subsection 5 below, shall select one of the following options:

1. Payment of the regular dues assessment in order to become a full dues-paying member in the Union.
2. Any member of the bargaining unit who is not a member of the Union or who does not make application for membership within thirty (30) days from the first day of active employment shall, in order to comply with this provision, pay a service fee to the Union in a legally permissible amount specified by the Union as previously determined by appropriate methods not to exceed the amount of dues uniformly required to be paid by members of the Union (including local, state and national

dues); provided, however, that the employee may authorize payroll deductions for such fee in the same manner as provided elsewhere in this article. Employees who desire to make a lump sum cash payment of dues and/or fees must make such payment by October 15.

3. No bargaining unit member required to pay a service fee shall be required through the payment of such fee to contribute to the financial support of any ideological cause which he/she opposes. Therefore, the bargaining unit member may designate that his fee be contributed to the Union scholarship fund. Such member shall provide the Union in writing prior to October 15 of each year a statement setting forth the basis for his objection. The Union agrees to provide to bargaining unit members, upon request, a summary of the activities associated with the scholarship fund.
4. In the event that a bargaining unit member who is not a member of the Union shall not pay his service fee directly to the Union, or authorize payment through payroll deduction as herein provided, or make a lump sum cash payment by October 15, the Employer shall, at the request of the Union, notify the employee of his noncompliance with the provisions stated herein. The parties expressly recognize that the failure of any employee to comply with the provisions of this article is cause for the Union to pursue whatever recourse it may have available including, but not limited to, legal remedies against the individual employee.
5. Part-time employees working less than four (4) hours each day or twenty (20) hours each week

may participate voluntarily in the provisions of this article.

B. Dues and Initiation Fee Check Off

1. The Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues and initiation fees uniformly required and as provided for in a written authorization voluntarily executed by the employee in accordance with the standard form used by the Union. The written authorization for Union dues and initiation fees deduction shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given the Employer during the period thirty (30) calendar days immediately prior to expiration of this Agreement.
2. Dues and initiation fees will be authorized, levied, and certified in accordance with the Constitution and by-laws of the local union. Each employee and the Union hereby authorize the Employer to rely upon the Union's authorization form and to honor certification by the Secretary-Treasurer of the local union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues.
3. The Employer shall have no responsibility for collection of any assessments or deductions other than those specifically set forth herein and voluntarily authorized by the employee as established by his having affixed his signature to the Union's authorization card for check off. The Board assumes no liability for the authenticity of execution of the authorization.

C. Service Fee Check Off

The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union service fee as provided for in a written authorization voluntarily executed by the employee in accordance with the standard form used by the Union. The written authorization for service fee deduction shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given the Employer during the period thirty (30) calendar days immediately preceding the expiration of this Agreement.

D. Remittance of Dues and Fees

1. When deductions begin: check off deductions under all properly executed Authorization for Check Off Forms shall become effective at the time the application is signed by the employee and shall be deducted from the first or last pay of the month and each month thereafter. Payroll deductions for Union dues will be made provided written authorization is given to the payroll clerk prior to completion of the last payroll of the month in which the deductions are to commence. If the aforementioned payroll has been completed, payroll deductions shall commence the following month.
2. Deductions for any calendar month shall be remitted to a designated financial officer of the Union, with a list from whom dues have been deducted, within seven (7) days from the deductions day of the month or as soon as possible thereafter. A list of employees for whom deductions have been made shall also be provided to the unit Chapter Chairperson.

3. An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which he is not longer a member of the bargaining unit. The local union will be notified by the Employer of the name of such employee following the end of each month in which the termination took place.
4. All refunds claimed for dues of the Union under such dues authorization shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claim of excessive dues deduction.

E. Save Harmless

The Union agrees to indemnify and save harmless the Employer, its agents and each individual school Board member against any and all claims, demands, costs, suits, or other forms of liability, including back pay, attorney fees, and all court or administrative agency costs and unemployment compensation costs that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this Agreement.

Should the indemnification provision set forth above be declared unenforceable or void by a court of competent jurisdiction, the Union security provisions of this article shall immediately be considered inoperative and severed from this Agreement. If any court of competent jurisdiction or administrative agency holds that this article and/or its concept is (are) invalid, illegal, or unconstitutional, or that it violates any federal or state law, or that it is in

conflict with any federal or state law; or if the Legislature enacts a law forbidding such article and/or its concept, or any part thereof, this article shall be null and void.

F. Union Responsibility

The Union shall be responsible for maintaining a due process procedure for non-members to determine how their fee is established and to provide non-members an expeditious and impartial hearing regarding any objections. The Union has established the "policy regarding objections to political-ideological expenditures" for that purpose. The remedy set forth in said procedure shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting non-member employee concerning the application and interpretation of this article shall be subject to the grievance procedures set forth in this Agreement or any other administrative or judicial procedure. The Union shall provide to all non-members, and to the Board upon request, copies of the Union's policy and procedures.

ARTICLE 4

Union Representation

- A. The employees included in this Agreement shall be represented by four (4) stewards, including one (1) such steward representing bus drivers.
- B. The Employer will be notified of the names of the aforementioned stewards and alternate stewards who will serve only in the absence of the regular steward.

- C. The stewards, including the Chapter Chairperson, may investigate and present grievances as outlined in Article 7 of this Agreement.

ARTICLE 5

Safety Committee

A safety committee consisting of two (2) representatives of the Union and designated Employer representatives is hereby established. This committee shall meet upon the request of either party, but shall not be convened more than once per month. The specific time and date of safety committee meetings shall be subject to mutual agreement between employee and Employer representatives. It is specifically understood and agreed that the safety committee shall meet only for the purpose of making safety recommendations to the Employer. Recommendations shall be purely advisory in their nature and shall not be binding upon the Employer. Employees will call to the attention of the Employer in writing on an available form in triplicate any conditions which the employee considers to be very unsanitary, hazardous or dangerous to his/her safety or health. One copy of the form shall be submitted to the employee's immediate supervisor; one copy of the form shall be submitted to the safety committee; and one copy shall be retained by the employee.

ARTICLE 6

Suspension and Discharge

- A. No seniority employee may be suspended or discharged without cause.

- B. The Employer agrees to provide written notification to the Chapter Chairperson at the time any seniority employee is to be suspended or discharged.
- C. The suspended or discharged seniority employee will be allowed to discuss his suspension or discharge with the Chapter Chairperson, and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the suspension or discharge with the employee and the Chapter Chairperson.
- D. Should the seniority employee involved and the Chapter Chairperson consider the suspension or discharge to be improper, a grievance shall be submitted to Step IV of the grievance procedure within five (5) days of the suspension or discharge.
- E. In imposing any suspension or discharge on a current charge, the Employer will not take into account any prior minor infractions, which are unrelated to the nature of the current charge and which occurred more than three (3) years previously.

ARTICLE 7

Grievance Procedure

- A. A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article: the discipline of, termination of services of, or failure to re-employ any probationary employees; the evaluation of any employees; any matter being processed in another forum.

B. The term working days as used herein shall mean all days Monday through Friday during the calendar year but excluding the individual grievant's paid days of vacation, as well as Saturdays, Sundays, and the holidays specified in Article 22, Section 1.

C. Procedure

Step 1. A grievant alleging a violation of the express terms of this Agreement shall, within ten (10) working days of its alleged occurrence, discuss the matter, either personally and/or through his steward, in an attempt to resolve the grievance. An oral decision by the supervisor must be given within two (2) working days.

Step 2. If the matter is not resolved, the steward shall, within five (5) working days after the informal decision is rendered by the supervisor, submit the grievance in written form to an administrator designated by the Superintendent. The written grievance shall be signed by the grievant and should specifically state: what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is requested.

Step 3. Within ten (10) working days following the submission of the grievance from Step 2, a meeting with the Chapter Chairperson, steward, grievant, and the Superintendent or his designated agent will be held to discuss the grievance. The Chapter Chairperson may meet with the grievant or other mutually agreed upon essential witnesses at a place designated by the Employer, on the Employer's property, for a period of one (1) hour immediately preceding the meeting with the Superintendent or his designated agent. The Superintendent or his designated agent shall render a decision in writing

within fifteen (15) working days following the meeting with the Chapter Chairperson, transmitting a copy of same to the Chapter Chairperson, the aggrieved employee, and filing a permanent copy in the records in his office.

Step 4. If satisfactory settlement is not obtained at Step 3, the aggrieved employee and the Chapter Chairperson shall, within ten (10) working days thereafter, notify the Superintendent or his designated agent that the matter is to be submitted to conference. At the time of notification, the Superintendent or his designated agent and an authorized representative of the Union shall agree upon the time and place for holding the aforesaid conference, which shall be scheduled within ten (10) days from notice. A conference shall consist of not more than three (3) representatives of the Union's choosing and not more than three (3) representatives of the Employer. The subject matter of the conference shall be limited to the written grievance under consideration and the object of the conference shall be an orderly resolution of the grievance. Any agreement reached in this conference shall be put in writing by the Employer and sent out to all participants.

Step 5. In the event that the parties are unable to settle the grievance through the procedures outlined in Steps 1 through 4 above, the Union shall, within thirty (30) working days of the date of the Employer's answer in Step 4 above, refer the matter for determination by an impartial arbitrator by filing a Demand for Arbitration with the American Arbitration Association. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association. The fees and approved expenses of the arbitrator will be paid by the Union and the Employer

equally. The Union and the Employer shall pay their own costs of representation, witnesses, transcripts, etc. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement; nor shall he substitute his discretion for that of the Employer or the Union; nor shall he exercise any responsibility or function of the Employer or the Union, such as matters including the tenets of the School Code and the obligation of public monies controlled by the Employer. Unless the arbitrator has engaged in misconduct or exceeded the scope of his jurisdiction and authority as established by this Agreement, the arbitrator's determination shall be final and binding upon the Employer, the Union, and the employee or employees involved.

- D. Failure to institute a grievance or appeal a decision at any level within the time limits set forth herein shall be deemed a withdrawal of the grievance, and all further processing of the grievance shall be barred.

Final resolution of any grievance will require the signature of both parties on the last disposition issued by the Employer confirming the Union's agreement with the decision.

- E. Time limits may be extended if mutually agreed to by both parties.
- F. Should an employee be satisfied with the decision at any level or leave the employ of the Board while the grievance remains unsettled, all further proceedings thereon shall be barred. Claims for back wages shall not be valid for a period of more than thirty (30) calendar days prior to the date the grievance was first filed in writing. This would not prohibit another employee from filing a grievance regarding the same issue in the event an alleged violation should occur.

ARTICLE 8

No Strike Clause

In keeping with the high standards of the relationship which has existed in the past without interruption of the school program, the Employer and the Union subscribe to the principal that differences shall be resolved by appropriate and peaceful means.

Accordingly, the Union agrees that during the term of this Agreement it will not direct, instigate, participate in, encourage, or support any strike against the Employer by any employee or groups of employees.

ARTICLE 9

Seniority Defined

- A. Seniority, applied on a unit-wide basis, shall be defined as an employee's length of continuous employment with the Employer, computed from his "last date" of hire within the bargaining unit as a regular full-time or regular part-time employee and short term employee since which he has not quit, been discharged, or otherwise lost his seniority. No time shall be deducted from an employee's seniority due to absences occasioned by authorized paid leaves or absence, vacations, sick or accident leaves, periods when school is not in session, or other periods of absence for which the employee receives compensation.
- B. A temporary employee's or substitute employee's seniority will begin upon the date that such employee becomes a regular full-time or regular part-time employee.

- C. There shall be not seniority among probationary employees. New employees shall be considered probationary employees for the first ninety (90) days of work following their regular full-time or part-time employment in the bargaining unit. Probationary employees shall be terminable at the will of the Employer.

ARTICLE 10

Temporary Employees

Persons employed in the same assignment to specifically handle seasonal needs, special projects or other employment demands of a particular temporary situation are defined as Temporary Employees. In no case will the specific employment of these temporary employees exceed ninety (90) consecutive days in the same assignment, nor will the number employed exceed the immediate demands of a definitive need except upon mutual agreement between the Employer and the Union.

ARTICLE 11

Seniority Lists

- A. Seniority shall not be affected by the age, race, sex, creed, marital status, or dependents of the employee.
- B. Following completion of their probationary period, employees will be placed on the unit-wide seniority list. The seniority list will show the last date of hire as a "regular full-time" or "regular part-time" employee, name, and classification of all employees of the unit entitled to seniority.

- C. The Employer will provide the Chapter Chairperson with an up-to-date seniority list at the beginning of each school year and periodically during the year.

ARTICLE 12

Loss of Seniority

By way of illustration, and not by way of limitation, employees shall lose their seniority when:

1. they quit;
2. they are discharged and the discharge is not reversed;
3. they fail to return to work when recalled from layoff pursuant to those conditions set forth in the layoff and recall provisions of this Agreement;
4. they fail to comply with the terms and conditions established by this Agreement for the usage of sick leave and requirements for returning to work;
5. they fail to comply with the terms, conditions, and requirements established for an authorized leave of absence;
6. they are laid off for a period in excess of two (2) calendar years.

ARTICLE 13

Temporary Transfers

- A. Whenever it is known that a position will be temporarily vacant for more than thirty (30) workdays, temporary transfers will be granted on the basis of seniority within classification within the building provided that the more senior employee has the ability to perform the duties required of the position on that shift. However, the Board reserves the right to deny a temporary transfer request for

documented good reasons to the Unit President and employee.

- B. Temporary vacancies shall not be subject to the posting requirements as herein set forth and, except as noted above, shall be filled at the discretion of the Employer. By way of illustration, temporary vacancies referred to in this paragraph are vacancies created through illness, leave of absence, vacation, and personal leaves.

ARTICLE 14

Working Hours

- A. It is expressly understood that the Employer reserves the right to establish and change shifts and working hours. The board may also reduce work hours of some or all employees rather than reduce the number of employees. It is not the Board's intention to reduce working hours unit-wide resulting in reduced benefits.
- B. During periods of time when school is not in session, unless a specific facility is being utilized during hours other than the first shift, all employees shall be assigned and work on the first shift Monday through Friday (7:00 a.m. to 3:30 p.m.), commencing with the first day of the week of said recess period. In the event a specific school facility is being utilized as set forth above, the Employer may require the least senior employee, with the qualifications in the school building, to work hours other than on the first shift.
- C. The hours of maintenance employees during periods of time when school is not in session shall be from 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour unpaid lunch period. During the period that school is

in session, the maintenance employees work hours shall be the following, including one-half (1/2) hour unpaid lunch period:

1. First shift: 7:00 a.m. to 3:30 p.m.
2. Second shift: Working hours will end no later than midnight (12:00 p.m.)

During periods of inclement weather when extra time is required, maintenance employees may voluntarily choose not to work their entire regular shift, when approved by their supervisor.

- D. All employees are expected to be at their regularly assigned building at their scheduled starting time. The Employer may change the regular starting times of daytime and/or evening custodians by scheduling their arrival one (1) hour earlier than ordinary for the purpose of providing appropriate coverage for any public election.
- E. The regular full workday shall consist of at least eight (8) hours per day. Unless otherwise provided, the work week will be Monday through Friday.
- F. Full-time employees may take one (1) fifteen (15) minute break in the first half and the second half of their regular shifts. Where practicable, breaks will be scheduled midway in each half shift. Breaks may be taken at the respective job location. All lunch periods will be unpaid.
- G. Changes or anticipated changes in established shifts and working hours shall be a proper subject for a special conference upon request of the Employer or the Union.

- H. Employees will be paid for approved hours worked, as shown on the biweekly time sheets, in accordance with the appropriate hourly rate scale.
- I. Paychecks will be issued every two (2) weeks on Friday. When a holiday falls on Friday, paychecks will be issued on the workday immediately preceding the holiday. Holidays are defined under *Holidays*, Article 22. When school is closed because of inclement weather, employees may report to the administration building for the purpose of picking up their paycheck.

ARTICLE 15

Job Vacancies

- A. Job vacancies within the bargaining unit shall be posted within ten (10) working days of the vacancy and filled on the basis of seniority and qualifications as determined by the Employer. Job vacancies shall be posted for a period of five (5) working days on the Union bulletin board in each building.
- B. Job vacancy postings shall set forth the building where the vacancy exists and the qualification requirements for the position. The job description for the position will be available in the building where the vacancy exists. Job awards shall be made and posted not more than ten (10) workdays after the five (5) day posting period. The most senior applicant who meets all of the posted requirements shall be granted a thirty (30) workday trial period to demonstrate his ability to perform the job (however, this shall not apply to the position of food service cashier) provided applicants from within the representational area shall be given preference. It is agreed that the Employer may include on the posting,

as a condition for eligibility for the posted position, that the applicant give up his present assignment. The Employer may assign twenty (20) additional workdays for stated reasons, in writing, to the employee with a copy to the Union President. If at any time during the trial period it is determined that the applicant is not qualified or is unsatisfactory in the new position, he shall be returned to his former position. Written notice and reasons for the return of the employee to his former position shall be submitted to the Union by the Employer with a copy provided to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

- C. During the thirty (30) workday trial period, the employee shall receive the rate of pay for the job he is performing and shall have the opportunity to return to his former classification if he so desires.
- D. A vacancy created through a transfer of an employee, in compliance with the above provisions, shall be deemed temporary in nature and shall be filled at the discretion of the Employer. After the transferred employee has completed the trial period, the vacancy created by the move shall be posted within two (2) workdays.
- E. An employee shall remain in position at least three (3) months before becoming eligible to apply for a transfer except by mutual consent of the Employer and Union. However, this shall not preclude eligibility to apply for a promotion.
- F. Skilled maintenance/general maintenance shall be allowed to bid on custodial positions following the guidelines set forth in A., B., C., above.

- G. Food service, laundry and transportation employees shall be allowed to bid on custodial/maintenance positions and custodians shall be allowed to bid on maintenance positions, but all parties will not have a contractual right to the vacant position and any such denial to a position shall not be proper subject of the grievance procedure.

ARTICLE 16

Transfers

- A. If any bargaining unit employee transfers to a position not included in the bargaining unit and thereafter transfers to a position within the bargaining unit, the employee shall accumulate unit-wide seniority while working in the position not included in the bargaining unit. The accumulation of seniority and the ability to return to the bargaining unit as a contractual right shall be limited to one (1) year for any employee who transfers after July 1, 1990, to a position not included in the bargaining unit. Employees transferred and reinstated under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, except employees who transfer after July 1, 1990, shall have "frozen seniority" after one (1) year in the position not included in the bargaining unit.
- B. Employees required by written directive to be responsible for doing work in a higher rated job for sixteen (16) hours or more during a one- (1) week period of time shall receive the higher rate of pay for all hours worked in said higher rated job.
- C. To the extent it is reasonable and practical to do so, and provided the seniority employee is qualified in all

respects to perform the work required, the most senior employee in the classification from which the Employer elects to make a temporary out-of-classification assignment and who is also assigned to the building wherein the work is to be performed, or from which the assignment originates, will be assigned the out-of-classification work.

- D. Employees may elect to change work assignments with other employees in an equal classification, upon approval of the Union and the Employer and an employee may not transfer to a position that is subject to the job posting procedure outline in Article 15, Job Vacancies.

ARTICLE 17

Layoff and Recall

It is hereby specifically recognized and agreed that it is within the sole discretion of the Employer to eliminate positions and/or reduce the work force. In order to promote the orderly layoff and recall of personnel the following procedures will be followed:

A. Layoff Procedure

1. In each classification wherein the Employer has decided to eliminate a position and/or reduce staff, all non-seniority employees will be laid off first. As used in this article, the term "classification" shall mean each separate position listed in Appendix A.
2. If further reduction of personnel is still necessary, then full-time and part-time seniority within the affected classification shall be laid off in inverse

order of seniority, i.e., those with the least seniority are to be laid off first.

3. The aforementioned order of layoff is expressly and specifically conditioned upon the more senior employee being qualified in all respects to perform the duties of the less senior or lower-rated employee being laid off. In situations where the senior employee lacks the qualifications and/or ability to fill the available position and replace the less senior employee, the more senior employee shall be laid off and the less senior employee continued in employment.
4. An employee subject to layoff pursuant to these provisions shall have the right to displace employees in other classifications provided:
 - a. the first person in the position the employer has determined to eliminate may displace another employee in his/her classification with less seniority or may displace any less senior employee in another classification providing he/she has the greater seniority; and
 - b. he/she may only displace an employee in an equal or lower-rated classification; and
 - c. he/she may only displace an employee in a position which requires an equal or lower number of hours to be worked on an authorized basis; and
 - d. he/she must possess the necessary qualifications and ability to perform the work of the employee he/she is displacing; and
 - e. It is understood that the second and all following displaced employee(s) shall only be allowed to displace the least senior employee in an equal or lower-rated classification subject to items c. and d. above.

5. Employees to be laid off for an indefinite period of time will be provided at least five (5) working days' notice of layoff. The local union President shall receive a list from the Employer of the employees being laid off on the same date the notices of layoff are issued to the employees.
6. A period of layoff shall terminate an employee's entitlement to wages, insurance, and other benefits under the terms of this Agreement.
7. A part-year employee who receives unemployment compensation benefits in the summer, and who is recalled before September 20 of that year, shall have his/her compensation adjusted by an amount equal to the unemployment compensation received minus any payments made by the employee to cover insurance costs for that time on unemployment.

B. Recall Procedure

1. Recall of employees will be in the inverse order of layoff as above prescribed, i.e., laid off full-time and part-time employees with the greatest seniority shall be the first to be recalled or returned to their respective classifications, followed by the next most senior full-time or part-time employee, etc. In situations where a senior employee lacks the qualifications and ability to fill the available position, he shall be bypassed and a lower seniority employee with the requisite qualifications and ability shall be offered the position.
2. No new employee shall be hired for the bargaining unit position while employees are on layoff unless there are no laid off employees with the

necessary qualifications and ability to perform the duties of the position which is vacant. If all laid off employees within the affected classification have been recalled to duty via the provisions of paragraph B.1. above, then that employee with the most unit-wide seniority and the requisite degree of ability and qualifications shall be selected for the position.

3. Notice of recall shall be sent to the employee at his last known address by registered or certified mail, return receipt requested. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. The employee shall notify the Employer of his intent to return on the date specified in the notice within seventy-two (72) hours of receiving the same. If an employee fails to report for work within ten (10) days of the date of mailing of Notice of Recall or fails to notify the Employer of his intent to return within seventy-two (72) hours of receipt of the notice, he shall be considered a quit. In proper cases, exceptions may be made. The Employer may fill the position on a temporary basis until the recalled employee can report for work.

Bargaining unit members on layoff shall accrue seniority during the period of such layoff. However, upon recall, all paid leave days, including vacation days for the current year, will be prorated based upon the amount of time worked during the fiscal year.

Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position

from which the employee was laid off shall not affect his/her right to recall to an equivalent position for the period of recall.

ARTICLE 18

Work Performed by Supervisors and Temporary Employees

- A. With the exception of four (4) supervisors, as designated by the Employer, any additional supervisors shall not perform work on any job covered by this Agreement except in the following types of situations:
1. In emergency situations when regular qualified employees are not immediately available;
 2. In instruction and training of employees;
 3. Until such time as an additional employee can justifiably be hired in any job classification on the basis of local work requirements or when regular employees are unavailable, a supervisor may assist in tasks requiring the strength of two (2) employees or the additional hand necessary in performing a task. "Regular employees are not available" shall be defined to mean when other qualified employees are not available to perform the work without disrupting other necessary work.
- B. The Employer may have use of subcontractors to the extent that no bargaining unit members shall lose any jobs and/or regular scheduled working hours (excluding overtime) that would be associated with such use of subcontractors. However, the Employer

may subcontract any additional hours relating to adding a breakfast program and the employer may subcontract the laundry services and reassign the laundry employee. This subcontracting language will also terminate on the expiration date of the contract allowing the Employer to subcontract all bargaining unit work at that time if a new contract is not agreed to.

ARTICLE 19

Leaves of Absence

A. Sick Leave

1. All bus drivers and full-time and part-time employees working four (4) or more hours per day or twenty (20) or more hours per week will be granted sick leave with pay on the following schedule:
 - a. Regular school year through forty-one (41) week employees -- ten (10) days per year.
 - b. Forty-two (42) through forty-seven (47) week employees will receive eleven (11) days per year.
 - c. Forty-eight (48) through fifty-two (52) week employees will receive twelve (12) days per year.
2. Sick leave shall accrue at the appropriate rate of one (1) day per month of employment during the first year of employment.
3. Unused sick leave may be accumulated to a total of one hundred twenty (12) days. Sick leave days accumulated in excess of 120 days prior to July

- 1, 1993, shall be frozen and may only be utilized in cases of serious disability or illness of the employee.
4. Prior unused sick leave days will be accumulated as of June 30 each year.
 5. An employee on paid sick leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement. Payment of wages during sick leave days shall be based on the employee's regular hourly wage and regularly scheduled working hours.
 6. The employee shall give the Employer as much advance notice as possible, but not less than a minimum of one (1) hour's notice by telephone when he is unable to perform his work because of illness. Those employees who report for work after noon shall call in at least two (2) hours before their scheduled reporting time. Emergency situations which prevent the employee from providing adequate notice shall be exempted, in which case the employee shall call in as soon as physically possible. A telephone number will be posted on employee bulletin boards for reference and use by the employee in calling the Employer in event of illness.
 7. Sick leave days shall be used for personal illness or emergency as follows:
 - a. Up to ten (10) days of sick leave per year (July 1 to June 30) may be used for serious family illness. Family shall be defined as father, mother, spouse, child, or dependent of the immediate household. Sick leave for brothers

and sisters shall be limited to serious health conditions and documentation may be required.

- b. After seven (7) consecutive calendar days of absence due to illness, injury, or disability, an employee shall furnish a physician's statement to the board regarding his/her eligibility to return to work. Thereafter, a similar statement will be required each seven (7) consecutive calendar days unless otherwise stipulated by physician with the agreement of the board.
 - c. In all cases, including maternity cases, the employee must return to work as soon as the physician provides a statement that the employee is fully capable of performing his/her normal work assignment.
8. The Board of Education reserves the right to verify use of sick leave benefits and absences. Where suspected abuse exists, the Board of Education reserves the right to demand a doctor's certificate.
9. Sick leave is not applicable during vacation or holidays.
10. Sick leave time may not be taken in units smaller than one (1) hour increments for each occasion except for regularly employed bus drivers where the unit will be based upon the time of an established individual scheduled route rather than the one (1) hour increments.
11. Upon termination of employment, all sick leave accumulation benefits cease.

12. Sick leave benefits will be based on the actual normal work day of each employee as assigned. A normal work day is equal to the number of hours worked per day.
13. As an incentive to reduce absences, employees may be paid for unused current years sick leave days as follows:
 - a. Employees that use three (3) or less sick leave days in a school fiscal year will be paid twenty-five (\$25) per unused current sick leave day.
 - b. Employees that use more than three (3) but not more than six (6) leave days in a school fiscal year will be paid twelve dollars and fifty cents (\$12.50) per unused current year sick leave day.
 - c. Unused sick leave will continue to accumulate to a maximum of 120 days. Once an employee reaches the maximum of 120 days the above payments for current year unused sick leave days provided in a. and b. above will double for only those days that would be in excess of 120.
 - d. For the purpose of this provision, days will be counted as provided in 12. above and part days will be prorated for payment purposes.
 - e. These incentive payments will be calculated as of June 30 each year and paid on or before the next December 1. New employees will be prorated during their first year of employment based upon their individual work schedule.
 - f. Employees retiring before December 31, 1994, may elect to be grandpersoned to the old contract language.

B. Business Days

1. Two (2) normal working days of paid business days, when approved by the Superintendent of Schools or his designee, will be granted to transact business that cannot be transacted at another time and that it requires the presence of the employee. The employee may be required to substantiate that the business is necessary and that it cannot be transacted outside the employee's working hours. Business days taken for appointments or business dealings may be taken in two (2) hour increments or more for each occasion except for regularly employed bus drivers where the unit will be based on time of the established individual scheduled route rather than the two (2) hour increments. Business leave may be deducted in one (1) hour increments when deemed appropriate by the supervisor.
2. An employee requesting a business day shall file a notice of his/her intent to take such day with the appropriate supervisor at least three (3) days prior to the date of such leave unless impossible to do so or in case of emergency. Such notice shall include a statement of the general nature for such request.
3. Business days will not be used for:
 - a. first or last week of each semester and the day before or the day following a holiday or vacation;
 - b. recreational pursuits, shopping, pleasure trips, or vacation time;
 - c. other employment or seeking new employment;
 - d. baby-sitting and/or supervision of children;

e. any other leave provision in this Agreement.

4. Business days will be based upon the actual normal workday of each employee as assigned. A normal workday is defined as the usual number of hours worked per day.
5. At the discretion of the Deputy Superintendent, business days may be canceled if the number of requests for any one (1) day jeopardize the orderly conduct of the building(s) and/or transportation operations.
6. Both unused business days may be added to the succeeding year's sick leave.

C. Bereavement Leave

Five (5) current sick leave days per year may be used in the event of a death in the immediate family of the employee or of the spouse. The immediate family is defined in paragraph A.7.a. above. In the event an employee does not have paid sick leave or personal leave days available, non-paid leave days may be granted by the Superintendent, if requested by the employee.

D. Leaves for Union Business

Union business days shall be set at nine (9) per year. No more than two (2) members of the Union selected to attend a state or national convention and conferences shall be allowed time off. Leave to attend such conventions and conferences shall be without pay. The Union Chapter Chairperson shall transmit written authorization to the board through the appropriate supervisor not less than two (2) weeks prior to the expected date of leave as a

precondition which must be met to establish entitlement for the leave.

E. Non-Paid Leave

1. Non-paid leave of absence for reasonable periods not to exceed six (6) months shall be granted for illness, injury, or disability upon the recommendation of a physician's statement certifying to the inability of the employee to perform his/her assignment. In all cases, the employee must return to work as soon as the physician provides a statement that the employee is fully capable of performing his/her normal work assignment.
2. Military leaves of absence shall be granted without pay or paid fringe benefits to any employee who shall be inducted or shall enlist for military duty to any branch of the Armed Forces of the United States if required by law.
3. An employee elected to public office shall upon a written request receive a temporary leave of absence, without pay or paid fringe benefits, for a minimum period of sixty (60) days and a maximum period of one (1) year, renewable at the discretion of the board. Upon expiration of such leave, employees shall be re-employed with accumulated seniority provided they meet all employment requirements.
4. An employee will not be released from his/her regular assignment without pay for personal, recreational, or family commitments due to the serious consequences to the efficient operation of the district (Administrative Rule GDBD-R).

5. Employees, while on leave as provided by this article, shall accumulate seniority and shall be entitled to return to their previous job and position, provided said return occurs within a six-(6) month period of time from the commencement of the leave. Extension of the non-paid leave may be granted at the sole discretion of the Board of Education. Employees returning after a period of six (6) months shall be entitled to return to their previous classification and grade, however, not necessarily to their previous job and position.

F. Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve (12) month period is entitled to twelve work weeks of leave during any twelve (12) month period without pay but with group health insurance coverage maintained for one or more of the following reasons;

- a. due to the birth of the employee's child in order to care for the child;
- b. due to the placement of a child with the employee for adoption or foster care;
- c. to care for the employee's spouse, child, or parent who has serious health condition; or
- d. due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing treatment by a health care provider. Other

conditions of the Family and Medical Leave Act shall apply to leaves in this section.

ARTICLE 20

Union Bulletin Boards

- A. The Employer will provide bulletin boards in each building which may be used by the Union for posting:
1. notices of recreational and social events;
 2. Notices of election;
 3. notices of results of elections;
 4. notices of meetings.
- B. Other types of Union notices must be forwarded to the Employer for approval prior to posting.

ARTICLE 21

Jury Duty

An employee may be absent when called for jury duty or for a court appearance in which the employee is subpoenaed as a witness in any case connected with the employee's employment or the school. The board agrees to pay the difference between the employee's per diem rate and the remuneration received because of such appearance except when subpoenaed by the Union in any action against the school district.

ARTICLE 22

Holidays

1. All permanent employees working fifty-two (52) weeks each year will be granted the following holiday

periods when they occur during the employee's scheduled work period:

- a. Independence Day
- b. Labor Day
- c. Thanksgiving Day
- d. Friday following Thanksgiving
- e. day preceding Christmas
- f. Christmas Day
- g. day preceding New Year's Day
- h. New Year's Day
- i. Good Friday
- j. Memorial Day

When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled workday within the week in which that holiday falls. When any of the above enumerated holidays fall on Sunday and the day following is observed as the holiday by the state or federal government, the day of observance shall be considered as the holiday under the provisions of this holiday pay section.

2. Employees working less than fifty-two (52) weeks each year will be paid for the following holidays when they occur during the employee's scheduled work period:
 - a. Labor Day
 - b. Thanksgiving Day
 - c. Christmas Day and
 - d. Memorial Day
 - e. One Floating Holiday (The Employer will decide which of the Holidays under Section 1. above will be provided.)

3. A paid holiday will be based on the actual normal work day of each employee as assigned. A normal day is equal to the number of hours worked per day.
4. All holidays shall be with pay. To be eligible for holiday pay, the employee must have worked the last scheduled workday prior to the holiday and the first scheduled workday following the holiday. Illness on either the last scheduled workday or the first scheduled workday following the holiday shall not abrogate an employee's entitlement to holiday pay; provided, however, that such employee who is absent on either or both such days presents the Employer, immediately upon his return to duty, with a doctor's certificate, if required, verifying such illness for the period in question.
5. By way of illustration and not by way of limitation, employees shall not receive holiday pay for holidays which occur during a period in which such employee is on layoff, or on an unpaid leave of absence.

ARTICLE 23

Vacations

1. Each full-time employee working fifty-two (52) weeks each year shall receive ten (10) paid vacation days in the first (1st) through the fifth (5th) year of employment, except that no prorated vacation will become effective until after six (6) months of employment.
2. Following five (5) years of service, the following number of paid vacation days will apply:
 - a. After six (6) years -- eleven (11) days
 - b. After seven (7) years -- twelve (12) days

- c. After eight (8) years -- thirteen (13) days
 - d. After nine (9) years -- fourteen (14) days
3. Following ten (10) consecutive years of service, fifteen (15) days paid vacation will be granted in years eleven (11) through fifteen (15).
 4. Following fifteen (15) years consecutive years of service, twenty (20) days paid vacation will be granted in years sixteen (16) until retirement.
 5. Vacation days during the first year will be prorated through June 30 of the first year of employment.
 6. Ordinarily, vacation time for fifty-two (52) week employees will be scheduled when school is not in session. Special consideration will be given to the granting of vacation days at other times of the year.
 7. No vacation days will be authorized during the five (5) working days prior to the first (1st) day teachers report for the opening of school nor the five (5) working days following and including the first (1st) day teachers report for the opening of school in the fall.
 8. Vacations are provided for the rest and relaxation of personnel; therefore, no vacation pay will be allowed unless vacation time is taken. Exceptions to this regulation must have the approval of the Superintendent of Schools, based on the recommendation of the appropriate supervisor.
 9. No employee may accumulate more than two (2) times his/her yearly quota of vacation days.
 10. Each fifty-two (52) week employee shall receive vacation based upon his or her normal working day.

For example: A four (4) hour per day employee shall receive compensation for four hour days of vacation time. A six (6) hour per day employee shall receive compensation for six hour days of vacation time, and an eight (8) hour per day employee shall receive compensation for eight hour days of vacation time according to the appropriate step on the schedule.

ARTICLE 24

Insurance and Retirement

A. Insurance

1. The Employer agrees to pay on behalf of each full-time employee (other than bus drivers) working eight (8) or more hours each day, for a minimum of forty (40) hour per week, the entire premium cost of MESSA Super Care 1. Commencing July 1, 1997, if the annual premium increase exceeds six percent (6%), the Board will not be obligated to pay more than the six percent (6%) increase and the employees will pay the difference through payroll deduction.

If the annual premium increase exceeds six percent (6%), the Union will have the option of requesting the Board to rebid alternate insurance coverage. The Union and Board will confer and develop new insurance specifications and will agree on the new carrier.

2. Payment of insurance premiums of the Board of Education will cease the last day of the month in which termination of employment occurs or that date determined by the insurance carrier.

3. Part-time employees working less than four (4) hours per day or twenty (20) hours per week and employees whose primary source of employment is with another employer are not covered.
4. Employees working four (4) hours each day and up to eight (8) hours each day for a minimum of twenty (20) hours each week (other than bus drivers), shall have one-half (1/2) of the monthly health insurance premium paid by the Employer which is paid for full-time employees provided the employee authorizes payroll deduction for the remainder of the premium cost for coverage from the appropriate board approved carrier. Bus drivers may purchase the health insurance coverage at the group rate upon authorization of payroll deduction for the cost of coverage.
5. Each employee must provide assurance that he/she is not covered by other generally equivalent hospitalization insurance protection through a spouse or other employer. Failure to do so will result in appropriate disciplinary action. There shall be no double coverage.
6. The board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve- (12) month period. When necessary, premium

B. Optional Alternate Insurance Plans

Employees not requiring health care protection may apply the equivalent of a single person coverage hospitalization premium not to exceed one hundred dollars (\$100) per month toward the following options available through carriers approved by the Owosso Board of Education. Employees working four

(4) hours each day and up to eight (8) hours each day for a minimum of twenty (20) hours per week (excluding bus drivers) shall receive one-half (1/2) the listed benefits.

1. group term life insurance
2. disability income protection
3. dependent life insurance
4. hospital confinement indemnity insurance
5. supplemental term life insurance

C. Loss of Time Plan

Each full-time employee, including bus drivers, shall receive loss of time benefits through a carrier selected by the Board of Education equal to sixty percent (60%) of the employee's weekly pay (less appropriate offsets) for a period of one (1) year.

D. Dental Insurance

Each full-time employee, including bus drivers, shall receive dental benefits through a plan, program, or insurance policy selected by the Board of Education, equal to eighty percent (80%) of basic and major services subject to the plan, program, or policy definitions.

E. Life Insurance

1. Each full-time employee, including bus drivers, shall receive term life insurance through a carrier selected by the Board of Education, equal to fifteen thousand dollars (\$15,000) coverage for each employee.
2. Employees working four (4) hours each day and up to eight (8) hours each day for a minimum of

twenty (20) hours per week, including bus drivers, shall receive one-half (1/2) of the above benefits.

3. Part-time employees working less than four (4) hours per day or twenty (20) hours per week and employees whose primary source of employment is with another employer are not covered by this benefit.

F. Vision Insurance

Each full-time employee, including bus drivers, shall receive vision benefits generally comparable to MESSA VSP 1 through a plan, program, or insurance policy selected by the Board of Education subject to the plan, program, or policy definitions effective September 1, 1988.

Each employee, including all Bus Drivers and Food Service Workers, will be provided one half (1/2) the above vision benefits for all employees working four (4) or more hours per day up to eight (8) hours per day.

G. Retirement

The Employer agrees to pay the employee's required contribution to the Michigan Public School Employees' Retirement System on all reportable compensation earned by an employee, but will not be required to make any contribution to the M.I.P. program.

- H. The Employer will provide each new hire with the information and application forms for all insurance coverage provided through the Employer. In order to be enrolled in the insurance plan(s), the employee must submit the application for coverage to the

Employer. It will be the responsibility of the employee to notify the Employer of any change in their dependent status. Eligibility for insurance benefits will be determined by the current policy, plan, or program.

- I. In the event that an employee, absent because of illness, injury, or disability has exhausted sick leave accrual, payment for the above mentioned insurance premiums shall be continued by the Owosso Board of Education, two (2) months per full year of employment, to a maximum of six (6) months (Board Policy GDBD). Such employees must then assume the personal responsibility for premium payments if they desire to keep the insurance plans in force.
- J. Should the Employer become obligated by state or federal law to contribute to or participate in a governmentally sponsored insurance program, the insuring provisions of this Agreement shall be considered inoperative on the effective date of such legislation, and the parties will meet for negotiations over the impact of such changes. Nothing in this Agreement shall be interpreted or applied to require the Employer to maintain any premium payments for insurance program(s) on behalf of their employees or their dependents if the insurance program(s) have been replaced or superseded by federal or state statute or regulation or where the Employer would incur any tax penalty or reduced appropriation by virtue of continued participation in contractually designated insurance program(s).
- K. All currently covered employees working seven (7) hours or more per day as of the date of ratification by the Board will be grandpersoned for insurance eligibility provided they continue to be scheduled to work at least seven (7) hours per day.

ARTICLE 25

Overtime

A. Time and one-half (1 1/2) for overtime will be computed after forty (40) hours of actual work in a given week. Holidays which occur during the work week will be considered as days of work for the purpose of computing an employee's forty (40) hours. School bus drivers' overtime rate of time and one-half (1 1/2) will be computed after forty (40) hours of actual work in a given week. Paid leave time will not count toward the forty (40) hours. All overtime must be authorized by an appropriate supervisor. The Employer may, in its discretion, determine whether to authorize overtime to perform work; to use a substitute or temporary employee to perform the work; or not to have the work done.

B. Equalization of Overtime Hours

Employees who want any overtime work during the year shall sign up for overtime work at the beginning of each school year. Those employees will be placed on overtime lists by classification and building.

Overtime hours which are authorized shall be divided equally among those employees on each list within the same classification and building. The Employer will keep an up-to-date list posted on the Union bulletin board of the overtime worked or charged to each employee.

Whenever overtime is authorized, the employee on the list with the least number of overtime hours in the classification and building will be called first and so on down the list, in an attempt to equalize the overtime hours among the employees on the list.

Employees, when requested to work the overtime, will be advised as to the number of hours worked.

In the event there are not sufficient employees to work the overtime from the building, the Employer will then go to the employee on the list in other buildings within the classification having the least amount of overtime.

For the purpose of this section, when an employee is on an approved leave of absence, he will be charged the average number of overtime hours of the employees working during the overtime period. The district shall not be required to request such employees to work overtime.

If an employee cannot accept overtime work, he will be charged with the overtime work for purposes of equalization of overtime, and the overtime will be assigned to another employee.

Each employee signing up for overtime work shall have three (3) opportunities to turn down overtime work during a twelve (12) month period. This shall not include times when the employee is on an approved leave. An employee shall be charged with only one (1) refusal in any twenty-four (24) hour period. After an employee has turned down overtime work three (3) times, he shall be removed from the list for the balance of the year.

Employees not signing up for overtime work at the beginning of a school year may elect to be added to the list once during that year. Those employees, as well as new employees and employees who change classification or buildings, will be charged with the highest number of overtime hours in the classification and/or building.

A list of additional hours assigned to cafeteria employees will be maintained by the Employer and posted each week.

Eligibility for any additional hours will require that the employee's ordinary working hours are not in conflict and that the assignment of such will not result in overtime hours. Additional hours will not be split between employees and will necessitate authorization by the supervisor.

ARTICLE 26

Worker's Compensation

Any work related disability or injury shall be covered exclusively by Worker's compensation except during the waiting period when the employee would be eligible for sick leave. It is the employee's responsibility to report any injury to his appropriate supervisor immediately

ARTICLE 27

Miscellaneous Provisions

A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the 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. Each party to this Agreement 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 not specifically referred to or covered in this Agreement,

even though such subjects or matters 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.

- B. This Agreement constitutes the sole and entire existing Agreement between the parties with respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the Employer and the Union. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the Union and the Employer. The waiver of any breach, term, or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Employer shall deal with all matters not expressly covered by this contract through the exercise of its management's rights without prior negotiations during the life of this Agreement.
- C. If any provisions of this Agreement or any application of this Agreement to any employee shall be found contrary to law, then such conflicting provision or application shall be deemed null and void but only to the extent necessary to comply with the law. All other provisions or applications shall continue in full force and effect. After consultation with employee representatives of the Union, the board shall have the right to take whatever steps are legally required in order to comply with the Americans with Disabilities

Act (ADA) regardless of any provision of this Agreement.

- D. Pursuant to the provisions of P.A. 379, it is agreed that neither party shall have any control over the selection of the negotiation or grievance representatives of the other party and each party may select its representatives from within or outside the school district.
- E. The Employer agrees to furnish to the Union President a copy of the most recent audited financial statements, the district's adopted budgets, and prior grievances and dispositions.
- F. The Employer agrees to allow the Union to use an Employer designated facility consistent with building use rules for not to exceed four (4) half days per contract year for general membership meetings provided a written request is received within 48 hours of the desired date by the Deputy Superintendent, a facility is available, the Union opens and closes the facility and maintains security, and the Union cleans the area used.

ARTICLE 28

Special Conferences

At the request of the Union or the Employer, the parties shall confer at such times as they shall mutually agree to consider problems in implementing this Agreement or other matters of mutual concern. All such conferences shall be arranged through the Chapter Chairperson of the Union, or his designated representative, and the Superintendent of Schools or his designated representative.

ARTICLE 29

Bus Driver Provisions

A. Job Posting and Bidding

1. All regular runs and/or newly created positions within the bargaining unit shall be posted within seven (7) working days of the date the vacancy occurs. All vacancies or newly created positions shall be filled on the basis of seniority. Vacancies will be posted for a period of five (5) working days, when school is in session, setting forth the minimum requirements for the run. Employees interested shall apply in writing within the five (5) day posting period. The senior employee applying for the run who meets the minimum requirements shall be granted a trial period of ten (10) successive working days to determine:
 - a. their desire to remain on the job;
 - b. their ability to perform the job.
2. The job shall be awarded or denied within twenty (20) working days after posting. The Employer shall furnish the Union with a copy of the list of names and of those employees who applied for the job and notify the Union of the employee who was awarded the job.
3. During the ten (10) day trial period, the employee shall have the opportunity to revert back to his/her former run.
4. All routes that are posted for bid shall include a reasonable, approximate time needed to drive the route.

5. The driver assigned to the vacated route through bidding shall use the bus that was previously used on that route.
6. The Employer shall establish the route for each run. The starting time shall be determined by the route, seasons of the year in which it is run, and the length of the day shall be the time it takes to safely make the entire route.

The assignment of runs shall be made on the basis of bidding, by seniority and qualifications, on an annual basis to be done at the annual meeting to be held prior to the opening of the school year. The assignment of runs made on this basis shall include alternate kindergarten driver assignments. Thereafter and throughout the year, vacancies will be filled according to the procedures stated in paragraph A, job posting and bidding procedures above.

7. At the end of the settling down time, or by the sixth (6th) Friday following the opening of school, routes that are longer will be assigned to the highest seniority drivers.
8. When a regular driver bids on a vacated route and acquires that route according to the established procedure, then his/her former route becomes vacant and shall be posted for bid.
9. If a run is reduced during the school year by more than thirty (30) minutes a day, the driver assigned to said run shall be notified in writing and will be allowed to retain the run or bump the least seniority driver who has equivalent time of the affected employee. Drivers, as bumped, will then be allowed to bump in the same manner.

B. Extra Trips and Special Runs

1. Regular drivers shall sign up for extra trips at the beginning of the school year.
2. Regular driver's availability shall be determined by their departure and arrival times on their regular routes.
3. Sub drivers shall not be assigned to trips that a full-time driver is available for unless there are not enough regular drivers.
 - a. Assignments of extra trips will be made by the supervisor in the order requisitions are approved by the date and number. The driver of greatest seniority will be assigned the first trip with each succeeding trip being assigned, in turn, to the next most senior driver. As each driver is assigned to a trip, his/her name will be removed from the top of the list of available drivers and placed at the bottom.
 - b. Laid off drivers will be given preferential consideration over substitute drivers and will be assigned only after all regular drivers have either accepted or rejected an assignment. Laid off drivers will be assigned in the same rotational manner as regular drivers.
5. The layover rate will be paid during any layover time at an event. Layover time will include any time the driver is on duty while at an event, whether on the bus or not, except while driving or while supervising students who must be on the bus during the layover or when required by the supervisor to stay on the bus when the driving rate will be paid.

6. If a driver cannot accept a trip because of illness, the driver shall return the requisition to the Transportation Supervisor who will reassign the trip to the next driver eligible for one. The driver shall not receive another trip to replace the one he/she had to relinquish because of illness. When a driver has to stay with the bus because members of the team or group are continually on and off the bus during an event, the Transportation Supervisor must be notified.
7. Extra summer trips will be assigned from the previous trip sheet.
8. The driver is required to check the bus hourly for vandalism, flat tires, etc., while at the event.
9. Each driver signing up for trips shall have three (3) opportunities to turn down an assigned trip. This will not include times when the driver is ill.

C. Working Conditions

1. The Employer agrees to pay employees their regular rate of pay for the Employer authorized time spent in the following situations:
 - a. preparation time (includes time required for maps, stops, and lists of students);
 - b. breakdown time;
 - c. cleaning of buses;

and the Employer agrees to pay employees their layover rate of pay for the Employer authorized time spent in group meetings.

2. The only thing that is definitely not acceptable are thong or scuff-type shoes as they present a possible safe driving hazard.

3. Bus Cleaning and Parking

- a. If required, drivers of regular routes shall be allowed fifteen (15) minutes each for the purpose of sweeping their buses and cleaning the windows and lights of the bus.
- b. At any assigned location, those drivers allowed to park inside will be determined by seniority and available space.

4. Chaperones

- a. The coach or teacher going on the trip shall be responsible for having directions to the destination.
- b. The coach or teacher going on the trip shall be responsible for student control; keeping the students in their seats while the bus is in motion; keeping papers, cans, and food off the floor; and for keeping the students reasonably quiet.

D. Employer Responsibility

- 1. It shall be the Employer's responsibility to establish a procedure for disciplinary action regarding school children.
- 2. The Employer shall be responsible for paying any employee their regular layover time rate of pay while authorized in attendance at any school training program required by the school district or the State of Michigan. Said reimbursement shall be made upon presentation of verification of

completion of this job requirement as authorized by the supervisor.

3. Periodic physical examinations required for all school bus drivers will be provided by the physician of the employee's choice. The Employer will pay for this physical at the rate charged by the Board's selected physician if the employee prefers not to use the Board's physician.

E. Employment of Laid Off Drivers as Substitutes

1. Any laid off bus driver employed as a daily substitute will be compensated at the established ninety- (90) day hourly rate for regularly employed bus drivers.
2. Whenever it can be determined that a regularly employed bus driver will be absent due to an illness or absence of long duration, compensation will be authorized at the established maximum hourly rate or equivalent hourly rate if regularly employed consecutively as a substitute in that particular assignment for greater than ten (20) working days. Compensation of this higher amount will be paid beginning on the eleventh (11th) consecutive working day of employment within the same assignment.
3. The district is not under any obligation to employ laid off drivers as substitutes unless they notify the supervisor in writing that they want to sub and are available.

ARTICLE 30

School Closings

Whenever emergency circumstances disrupt the normal operation of the instructional programs, the following procedures will apply:

1. All bargaining unit employees will complete their regular shift when school is dismissed early unless they are specifically released through authorization by the superintendent's office.
2. Employees who are sent home early due to such disruption will be paid for their normal shift.
3. When schools are not opened due to inclement weather or mechanical breakdown, custodial and maintenance and bus mechanics are expected to report to work as soon as possible on their regular shift. Unless told otherwise by public announcement over the radio, or directly by the employee's supervisor, employees should report to work. Employees who are unable to report to work due to weather conditions will not be paid. Requests to utilize personal leave or vacation time to avoid loss of pay will be considered on an individual basis.
4. Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions, as defined by the city, county, or state health authorities, will not be paid for such days. Such employees shall work on any rescheduled days of student

instruction which are established by the board and will be paid at their regular daily rate of pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days.

5. In the event an employee receives unemployment compensation benefits (which are used herein, also includes "underemployment" benefits) during the school year (associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities, as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee shall have his/her pay adjusted such that his/her unemployment compensation, plus the wages paid to the employee for the year, will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provisions shall be subject to the following conditions:
 - a. The total of unemployment compensation plus wages earned by employment in the district shall not be below that which the employee would have received had there not been any instructional days canceled for such reasons.
 - b. The total of unemployment compensation plus wages earned through employment in the district shall not be less than the employee's regular wages from the same or similar period during the preceding school year.
6. Twelve (12) month employees shall suffer no loss of pay on school closings if they are not required

to report to work by the Employer. An employee who fails to report to work, unless directed not to report by the Employer, shall forfeit any pay for the school closing day. Employees who are unable to report to work due to weather conditions will not be paid. Requests to utilize personal leave or vacation time to avoid loss of pay will be considered on an individual basis.

ARTICLE 31

Duration

This Agreement shall remain in full force until June 30, 1999, and thereafter for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless on or before such date the Agreement is extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by the duly authorized representatives the day and year first above written.

Patrick W. Gray
Unit President

7/8/96
Date

Christine A. Anderson
Board Representative

July 8, 1996
Date

APPENDIX A

Owosso Public Schools Hourly Rate Schedule

1996-97

Description	Beg	90 Days	6 months	12 months	24 months
Food Srv Worker	\$7.90		\$8.28	\$8.79	
Laundry Helper	\$7.90		\$8.28	\$8.79	
Food Srv Driver	\$8.09		\$8.49	\$9.24	
Head Cook	\$8.49		\$9.24	\$10.06	
Laundry Operator	\$8.49		\$9.24	\$10.06	
Ele Fd Srv Cashier	\$8.49		\$9.24	\$10.06	
Custodian II	\$9.41		\$10.54	\$11.32	
School Bus Vehicle Maintenance Helper	\$9.41		\$10.54	\$11.32	
Groundskeeper	\$9.41		\$10.54	\$11.32	
Painter	\$9.41		\$10.54	\$11.32	
School Bus Drv*	\$10.51	\$11.21		\$12.14	\$13.15
Custodian III	\$11.27		\$11.63	\$12.05	
General Maint	\$11.71		\$12.08	\$12.54	
Skill Trades Maint**	\$13.27		\$14.06	\$14.85	
School Bus Vehicle Maintenance	\$13.27		\$14.06	\$14.85	

* Layover times for bus trips will be \$7.13 per hour

** Those persons currently identified as Skilled Trades Maintenance will be frozen at the rate of \$13.17 per hour until either of the following occurs:

- a. a State Certified License is obtained or
- b. The level of compensation paid to General Maintenance equals or exceeds \$13.17 at which time the affected employees will be reclassified as General Maintenance employees with commensurate wages being paid.

A shift premium of fifteen cents (\$.15) per hour will be paid to all employees scheduled to work on a shift ending after 7:00 p.m.

All employees hired after April 1, 1994, shall be paid the rates on Appendix A.1. Any additional hours assigned to current employees for the breakfast program shall be paid the rates on Appendix A.1.

APPENDIX A-1

Owosso Public Schools

Hourly Rate Schedule for Employees Hired After April 1, 1994

1996-97

Description	Beg	90 Days	6 months	12 months	24 months
Food Srv Worker	\$5.92		\$6.21	\$6.59	
Laundry Helper	\$5.92		\$6.21	\$6.59	
Food Srv Driver	\$6.07		\$6.37	\$6.93	
Head Cook	\$6.37		\$6.93	\$7.55	
Laundry Operator	\$6.37		\$6.93	\$7.55	
Ele Fd Srv Cashier	\$6.37		\$6.93	\$7.55	
Custodian II	\$7.07		\$7.90	\$8.49	
School Bus Vehicle Maint Helper	\$7.07		\$7.90	\$8.49	
Groundskeeper	\$7.07		\$7.90	\$8.49	
Painter	\$7.07		\$7.90	\$8.49	
School Bus Drv*	\$10.51	\$11.21		\$12.14	\$13.15
Custodian III	\$8.46		\$8.72	\$9.04	
General Maint	\$11.71		\$12.08	\$12.54	
Skill Trades Maint	\$13.27		\$14.06	\$14.85	
School Bus Vehicle Maint	\$9.95		\$10.55	\$11.14	

* Layover time for bus trips will be \$7.13 per hour

A shift premium of fifteen cents (\$.15) per hour will be paid to all employees scheduled to work on a shift ending after 7:00 p.m.

APPENDIX B

Owosso Public Schools

1997-98

Description	Beg	90 Days	6 months	12 months	24 months
Food Srv Worker	\$8.14		\$8.53	\$9.05	
Laundry Helper	\$8.14		\$8.53	\$9.05	
Food Srv Driver	\$8.33		\$8.74	\$9.52	
Head Cook	\$8.74		\$9.52	\$10.36	
Laundry Operator	\$8.74		\$9.52	\$10.36	
Ele Fd Srv Cashier	\$8.74		\$9.52	\$10.36	
Custodian II	\$9.69		\$10.86	\$11.66	
School Bus Vehicle Maint Helper	\$9.69		\$10.86	\$11.66	
Groundskeeper	\$9.69		\$10.86	\$11.66	
Painter	\$9.69		\$10.86	\$11.66	
School Bus Drv *	\$10.83	\$11.55		\$12.50	\$13.54
Custodian III	\$11.61		\$11.98	\$12.41	
General Maint	\$12.06		\$12.44	\$12.92	
Skill Trades Maint**	\$13.67		\$14.48	\$15.30	
School Bus Vehicle Maintenance	\$13.67		\$14.48	\$15.30	

* Layover times for bus trips will be \$7.34 per hour

** Those persons currently identified as Skilled Trades Maintenance will be frozen at the rate of \$13.32 per hour until either of the following occurs:

- a. A State Certified License is obtained or
- b. The level of compensation paid to General Maintenance equals or exceeds \$13.32 at which time the affected employees will be reclassified as General Maintenance employees with commensurate wages being paid.

A shift premium of fifteen cents (\$.15) per hour will be paid to all employees scheduled to work on a shift ending after 7:00 p.m.

All employees hired after April 1, 1994, shall be paid the rates on Appendix B-1. Any additional hours assigned to current employees for the breakfast programs shall be paid the rates on Appendix B-1.

APPENDIX B-1

Owosso Public Schools
Hourly Rate Schedule for Employees Hired After April 1, 1994

1997-98

Description	Beg	90 Days	6 months	12 months	24 months
Food Srv Worker	\$6.10		\$6.40	\$6.79	
Laundry Helper	\$6.10		\$6.40	\$6.79	
Food Srv Driver	\$6.25		\$6.56	\$7.14	
Head Cook	\$6.56		\$7.14	\$7.78	
Laundry Operator	\$6.56		\$7.14	\$7.78	
Ele Fd Srv Cashier	\$6.56		\$7.14	\$7.78	
Custodian II	\$7.28		\$8.14	\$8.74	
School Bus Vehicle Maint Helper	\$7.28		\$8.14	\$8.74	
Groundskeeper	\$7.28		\$8.14	\$8.74	
Painter	\$7.28		\$8.14	\$8.74	
School Bus Drv *	\$10.83	\$11.55		\$12.50	\$13.54
Custodian III	\$8.71		\$8.98	\$9.31	
General Maint	\$12.06		\$12.44	\$12.92	
Skill Trades Maint	\$13.67		\$14.48	\$15.30	
School Bus Vehicle Maintenance	\$10.25		\$10.87	\$11.47	

* Layover time for bus trips will be \$7.34 per hour

A shift premium of fifteen cents (\$.15) per hour will be paid to all employees scheduled to work on a shift ending after 7:00 p.m.

All employees hired after April 1, 1994, shall be paid the rates on Appendix B-1. Any additional hours assigned to current employees for the breakfast programs shall be paid the rates on Appendix B-1.

APPENDIX C

Owosso Public Schools

1998-99

Description	Beg	90 Days	6 months	12 months	24 months
Food Srv Worker	\$8.40		\$8.81	\$9.34	
Laundry Helper	\$8.40		\$8.81	\$9.34	
Food Srv Driver	\$8.60		\$9.02	\$9.83	
Head Cook	\$9.02		\$9.83	\$10.70	
Laundry Operator	\$9.02		\$9.83	\$10.70	
Ele Fd Srv Cashier	\$9.02		\$9.83	\$10.70	
Custodian II	\$10.00		\$11.21	\$12.04	
School Bus Vehicle Maint Helper	\$10.00		\$11.21	\$12.04	
Groundskeeper	\$10.00		\$11.21	\$12.04	
Painter	\$10.00		\$11.21	\$12.04	
School Bus Drv*	\$11.18	\$11.93		\$12.91	\$13.98
Custodian III	\$11.99		\$12.37	\$12.81	
General Maint	\$12.45		\$12.84	\$13.34	
Skill Trades Maint	\$14.11		\$14.95	\$15.80	
School Bus Vehicle Maintenance	\$14.11		\$14.95	\$15.80	

* Layover time for bus trips will be \$7.58 per hour

A shift premium of fifteen cents (\$.15) per hour will be paid to all employees scheduled to work on a shift ending after 7:00 p.m.

All employees hired after April 1, 1994, shall be paid the rates on Appendix C-1. Any additional hours assigned to current employees for the breakfast programs shall be paid the rates on Appendix C-1.

APPENDIX C-1

Owosso Public Schools

Hourly Rate Schedule for Employees Hired After April 1, 1994

1998-99

Description	Beg	90 Days	6 months	12 months	24 months
Food Srv Worker	\$6.30		\$6.61	\$7.01	
Laundry Helper	\$6.30		\$6.61	\$7.01	
Food Srv Driver	\$6.45		\$6.77	\$7.37	
Head Cook	\$6.77		\$7.37	\$8.03	
Laundry Operator	\$6.77		\$7.37	\$8.03	
Ele Fd Srv Cashier	\$6.77		\$7.37	\$8.03	
Custodian II	\$7.52		\$8.40	\$9.02	
School Bus Vehicle Maint Helper	\$7.52		\$8.40	\$9.02	
Groundskeeper	\$7.52		\$8.40	\$9.02	
Painter	\$7.52		\$8.40	\$9.02	
School Bus Drv *	\$11.18	\$11.93		\$12.91	\$13.98
Custodian III	\$8.99		\$9.27	\$9.61	
General Maint	\$12.45		\$12.84	\$13.34	
Skill Trades Maint	\$14.11		\$14.95	\$15.80	
School Bus Vehicle Maintenance	\$10.58		\$11.22	\$11.84	

* Layover time for bus trips will be \$7.58 per hour

A shift premium of fifteen cents (\$.15) per hour will be paid to all employees scheduled to work on a shift ending after 7:00 p.m. All employees hired after April 1, 1994, shall be paid the rates on Appendix C-1. Any additional hours assigned to current employees for the breakfast programs shall be paid the rates on Appendix C-1.

