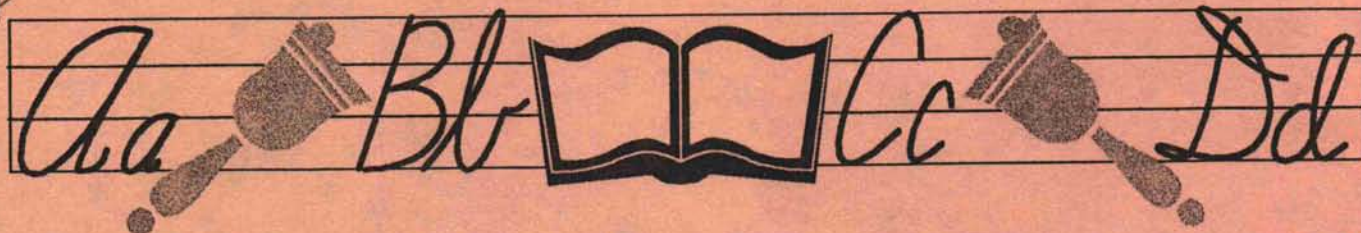


8/31/2000

4246



Master Agreement

with

**Cassopolis
Public Schools**

and the

**Cassopolis Service
Employees**

Association, MESPA

1997 - 2000

Cassopolis Public Schools



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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as the date hereafter set forth by and between the CASSOPOLIS PUBLIC SCHOOLS, Cass County, Michigan, acting by and through its Board of Education (hereafter called the "Employer") and CASSOPOLIS SERVICE EMPLOYEES ASSOCIATION, MEA (hereafter called the "Associations");

WITNESSETH:

ARTICLE I

PURPOSE AND RECOGNITION

- A. Purpose. The purpose of this Agreement is to set forth the wages, hours, and terms and conditions of employment for employees in the bargaining unit as defined below.
- B. Recognition. The Employer, pursuant to the certification of the Michigan Employment Relations Commission dated September 13, 1977, recognizes the Association as the exclusive representative of all the employees in the bargaining unit in respect to rates of pay, wages, hours of employment, and other conditions of employment.
- C. Employee Defined. The word "employee" as used herein shall mean all full-time and regular part-time office and clerical employees, custodians, maintenance personnel, mechanics, cafeteria workers, paraprofessionals, bus drivers; excluding administrators, teachers, substitutes, confidential employees, payroll administrator, supervisory employees and all other employees.
- D. Limitations. The purposes for which recognition is granted shall conform to the provisions of applicable law, including, but not limited to, the Public Employment Relations Act, as amended.

ARTICLE II

EMPLOYER RIGHTS AND RESPONSIBILITIES

Management Rights. The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. Policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall be limited only by the express provisions of this Agreement and shall remain in full force and effect, unless changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall be limited only by the express provisions of this Agreement and shall remain in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 336 of the Michigan Public Acts as amended, shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with specific provisions of this Agreement.
2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees in compliance with the express terms of this agreement.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including all aspects of instruction, automation thereof or changes

therein, the institution of new and/or improved methods or changes therein limited only by the express terms of this Agreement.

5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, based on non-arbitrary and capricious standards.
7. Determine the location or relocation of its facilities, including the establishment or relocations 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, services, maintenance, or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the testing and training of employees.

Employer Cooperation. The Employer agrees to cooperate with the Association in the application of this Agreement and further agrees that it will not engage in any lockout or related activity.

ARTICLE III

AD EMPLOYEE RIGHTS AND RESPONSIBILITIES

The Association shall have, in addition to other rights or provided by statute, the following rights:

ilities. The use of school facilities at reasonable hours shall be provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities. The Employer shall be required to abide by the rules and regulations established by the Board of Education of school facilities.

ards. The use of designated bulletin boards, or sections of bulletin boards, for the purpose of giving notice of Association activities, provided, no event shall be held at any time where any employee be placed or be allowed to remain on such premises. No Association materials of any kind shall be displayed on physical facilities of the Employer except on designated bulletin boards. The Association may use intra-district mail services to distribute materials provided such materials are signed by an Association representative.

Association Representatives. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or disrupt normal school operations. The representative shall check in with the principal or administrator prior to the transaction of such business.

Association Representatives. Employees shall be represented by a representative who shall be regular employees of the bargaining unit. There shall be no full-time stewards. Should it become necessary for a steward to attend a meeting called by management during working hours said steward [not to exceed (1)] shall do so without loss of pay.

Association Dues and Service Fees.

Association Membership. Each employee shall have the right to freely join or refrain from joining the Association and shall not be discriminated against by reason of joining or refusing to join the Association or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another employee.

it member shall, as a condition of employment, (1) 10) days from the date of completing the or the effective date of this agreement, whichever association, or (2) pay a service fee to the

Responsibility. Membership in the Association is distinct from the assumption by an employee of his equal compensate the Association for the benefits he receives tion. The Association is required under this agreement of the employees in the bargaining unit fairly and it regard as to whether or not any employee is a member . The terms of this Agreement have been equally made employees in the bargaining unit and not solely for the e members of the Association. Accordingly, it is agreed that each employee in the bargaining unit pay for benefits l that each assume his fair share of the cost of on.

Service Fee. Except as hereinafter provided, each employee who member of the Association in good standing or does not make a for membership within ten (10) days after completing the ary period shall, as a condition of employment, pay a service service fee shall be determined by the Association and shall lly permissible service fee amount as previously determined appropriate Association policy and procedures regarding ns to political-ideological expenditures. The service fee shall ed the amount of Association dues collected from Association rs. The remedies set forth in that policy shall be exclusive, less and until such procedures, including any administrative or d review thereof, shall have been availed of and exhausted, no e, claim or complaint by an objecting bargaining unit member rning the application and interpretation of this article shall be ct to the grievance procedure set forth in this Agreement, or any c administrative or judicial procedure.

Employee Authorization. Each employee may sign and deliver he Employer an assignment authorizing the deduction of ociation dues or a service fee, as the case may be. Such horization shall continue in effect from year to year unless revoked writing by the employee.

Employee authorization for the deductions of Association dues, or for the payment of the service fee shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such employee.

(e) Employer Responsibility. The Employer shall deduct the authorized amount due from each employee's pay and transmit the total deductions to the financial secretary of the Association within fifteen (15) days following such deduction, together with a listing of each employee for whom deductions were made, except that the Employer shall not be required to make deductions authorized by an employee during any pay period such employee did not provide services to the Employer unless such employee was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. The Employer shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such moneys forthwith.

(f) Limitations. In the event an employee fails to pay the Association dues for service fee directly to the Association, or to authorize payment through payroll deductions, such failure shall not cause the employee to be terminated. However, in the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

(g) Religious Belief. Notwithstanding the foregoing provisions, any employee who evidences to the Association that he is a member of a church whose long-standing teaching has historically forbidden the joining or supporting of a labor union (or similar organization) and who has such a personal religious conviction himself, shall, so as to show good faith in view of the fact that other nonmembers of the Association must pay a service fee, agree to make a contribution as hereinafter provided. Such employee shall pay a sum established by the Association to a nonunion, nonreligious charitable organization

mutually agreed upon by the Employer and the Association, furnishing a copy of the receipt thereof to the Association. The employee may authorize a payroll deduction in the same manner as provided (d) above. In the event an employee shall not pay such sum directly to the charitable organization or authorize payment through payroll deductions, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association pursuant to Section F above.

(h) The Association agrees to indemnify and save the Board harmless from and against any and all claims, suits and or other form of liability that may arise out of or by reason of any action taken by the Board in reliance upon or in compliance with the terms and provisions of this Article.

Association Responsibilities. The Association shall have, in addition to responsibilities expressly set forth herein or provided by law, the following responsibilities:

1. Association Representative. The Association shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

2. Concerted Activities. The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer.

3. Association Activities. Except by the express agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Association activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the Association from having such reasonable contact with members of the Association as shall be necessary to ascertain that the terms of this Agreement are being observed.

C. Personnel Files. An employee shall have the right to review the contents of all records, excluding initial reference, of the district pertaining to said employee

originating after initial employment and to have a representative of the union accompany him/her in such review.

D. Complaints. No material, including but not limited to complaints, originating after initial employment will be placed in an employee's personnel file unless the employee has had the opportunity to review the material. Complaints against the employee shall be put in writing with names of complainant and administrative action taken. The employee may submit a written response regarding any material in the file which will be attached to the file copy of the material being responded to.

E. Assault. Any case of physical assault upon an employee while the employee is on official legitimate school business shall be reported within seventy-two (72) hours to the Board or its designated representative. The Board will provide legal counsel to advise the employee of his rights and obligations with respect to such assault, and shall render assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities. The Board's obligation toward the above matters shall not exceed three hundred (\$300) dollars.

F. Personal Property Loss. In the event of destruction of any employee's personal property directly attributable to the performance of his legitimate official school business, the employee may within seventy-two (72) hours of such event petition the Board through the Superintendent for consideration of remuneration. The decision of the Board as to the extent of its obligation shall be final.

G. Student Discipline. The employer shall, to the extent practical and possible, support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. Custodial and maintenance employees shall not be required to supervise students in the normal course of their employment, except in cases of emergency.

H. Administering Medication. Bargaining unit members may be required to administer medication to pupils when the following conditions are met:

1. Board policy JHCD is complied with.
2. The Board shall provide liability insurance coverage to bargaining unit members to the same extent provided teachers.

ARTICLE IV

WORK SCHEDULE AND DUTIES, COMPENSATION AND BENEFITS

Schedule and Duties. The general duties and employment schedule of each employee shall be as set forth on Schedule A.

Basic Compensation. The basic compensation of each employee shall be as set forth on Schedule B.

Overtime Compensation.

Computation. An employee shall be entitled to receive overtime compensation at the rate of one and one-half (1 1/2) times his regular rate of pay for hours worked in excess of forty (40) hours during a work week. For hours worked on Saturdays, employee(s) shall be paid at the rate of time and one-half and for hours worked on Sundays and scheduled holidays (in lieu of holiday pay), employee(s) shall be paid at the rate of double time, provided that none of the above work is regularly scheduled. For employees regularly working scheduled overtime on Saturdays, Sundays and scheduled holidays (in lieu of holiday pay), however, such work shall be paid at the rate of time and one-half their hourly rate for such hours worked in excess of forty (40) hours during a work week including not more than sixteen (16) hours during which the employee is on authorized absence (excluding vacation). Overtime shall not be paid on overtime, unless expressly required by applicable laws or regulations. Compensatory time off may be given (in the same period earned) instead of overtime pay if mutually agreeable to the Employer and the employee. Such compensatory time shall be at the rate of time and one-half.

2. Overtime Scheduling. Overtime work shall be as scheduled by the Employer and, except in the case of an emergency, must be authorized by the Employer in advance. The Employer shall assign overtime work as equitably as possible among all qualified employees in the same Department, provided that overtime hours not worked by an employee when requested shall be counted as hours worked for the purpose of overtime scheduling. The Employer agrees that the regularly scheduled work week of employees shall not be rescheduled solely to avoid the payment of overtime. Overtime shall be recorded by management and an overtime chart shall be made available to the Association.

If no one volunteers for overtime, then overtime may be assigned in inverse order of seniority on a rotating basis with the department, or within the building when applicable. When the supervisor determines that there is a need for overtime to be assigned involuntarily, such assignments shall be

made as soon as is practicable. Except in an emergency, such assignments will be made by 12:00 Noon on the day(s) the work is to be done.

In the event of an emergency or an unanticipated condition, volunteers will be solicited from those employees in the department who are most readily available. In the event there are no volunteers, the overtime assignment order will be applied to the employees in the department readily available beginning with the least senior.

The Employer will hire substitutes during the absence of regular employees if administration determines that one is necessary. If no substitute is available, the absent employee may be offered to other employees regularly assigned to that department and building. If those employees refuse the work, it may be offered to employees in that department at other buildings. It is expressly understood that duties of the absent employee may be assigned to employees working, so long as the total work load of an employee is not increased. In case of conflict between normal and assigned duties, the immediate supervisor will indicate the priority of work to be done during the shift.

If the Employer determines that a substitute will be hired for an absent employee the work will be offered to a regular employee scheduled to work less than that day. This will be done on a rotating seniority basis providing this does not require the Employer to pay overtime (unless otherwise determined by the Board as in Article 10.06) and the employee is qualified to do the work. This will be done according to the seniority list for that building and department and shall be recorded by management on a chart which shall be made available to the Association. Should the employee move into a higher classification (if qualified) he shall be paid at his regular rate or the probationary rate of the new classification, whichever is greater. A substitute may be hired into the classification from which the employee moved, if the Employer deems it necessary. There shall be only 1 displacement and this shall not apply to bus drivers.

Lunch Breaks. All employees working at least five (5) consecutive hours per day shall be entitled to an unpaid, duty free, lunch period of 30 minutes. Certain employees, due to the nature of their assignment may be required to be "on call" during their lunch period. In such cases, affected employees will be scheduled for a one (1) minute paid lunch period as part of their normal 8 hour shift.

Relief Breaks. All employees shall be entitled to two (2) fifteen (15) minute paid relief breaks per shift. Employees working less than five (5) hours shall be entitled to one (1) relief break per shift.

Fringe Benefits. The Employer shall provide fringe benefits as set forth on Schedule C.

I. Deductions. The Employer shall have the right to deduct from the pay of each Employee such amounts as may be required by law and as may be due the Employer from the employee, together with such additional sums as may be mutually agreed upon by the Employer and the employee.

ARTICLE V

SENIORITY

Probationary Period. A new employee shall be in a probationary status for the sixty (60) days of active employment or until he has completed at least thirty days of a school term, whichever shall be longer. There shall be no seniority for probationary employees, and such employees, including laid-off, suspended, or discharged probationary employees, shall have no recourse to the terms of this agreement, except that upon completion of the above sixty (60) days, said employees shall be entitled to the economic fringe benefits allowed herein. Probationary employees shall be paid for holidays provided in this agreement during the probationary period. All employees hired after the effective date of this agreement shall have a seniority date that shall be sixty (60) days prior to the completion of their probationary period. Any absence dates shall not be counted toward the completion of the sixty (60) day probationary period.

Seniority Defined. Upon the satisfactory completion of the probationary period, seniority shall be determined in accordance with the following guidelines:

1. Departmental. An employee's departmental seniority shall be defined as his continuous length of service since he last entered the department in which he is employed on a regular and permanent basis by hire or bid. For purposes of this section, "department" shall mean and refer to following work units: (a) Office and Clerical; (b) Custodial; (c) Maintenance; (d) Mechanics; (e) Paraprofessionals; (f) Bus Drivers; (g) Cafeteria Workers.

2. Unit-Wide. An employee's unit-wide seniority shall be defined as his length continuous service with the Employer since his last hiring date as a regular employee.

Seniority Lists. The Employer shall prepare and maintain seniority lists as defined in this Article. The initial seniority list(s) shall be prepared within thirty (30) days after the effective date of this Agreement, and semi-annually thereafter, and copies shall be furnished to the Association. The Association shall notify the employer of any error within fifteen (15) days from and after receipt thereof.

D. Loss of Seniority. Seniority shall be lost if the employee:

1. Voluntarily quits;

Is discharged and the discharge is not reversed through the procedure set forth in this Agreement;

Retires; or

Otherwise terminates his employment relationship with the Employer.

ARTICLE VI

VACANCIES AND JOB OPENINGS

A vacancy shall be defined as a newly created position or a present position Employer intends to fill. An open position or a newly created position only if there are fewer employees presently employed in a classification that the number of positions in that classification.

1. Bargaining unit positions which are expected to exist not longer than thirty (30) work days shall be considered as temporary.
2. Temporary positions need not be posted nor does the person filling the position become a member of the bargaining unit.
3. If, however, the position is either expected to exist longer than thirty (30) work days, or, in fact, does exist longer than thirty (30) work days, is shall be posted as a vacancy according to subsequent sections of Article VI.

All vacancies shall be posted on the Association bulletin board in each ward of the district for a period of six (6) work days. Interested employees may apply in writing to the Superintendent or designee within the posting period. Summer vacancies shall be posted for a period of ten (10) days. The Association Superintendent will be notified of all summer vacancies on the day the vacancy is posted.

Bidding. Any employee in the unit may bid for a vacancy. If an employee is absent from work, which absence is authorized pursuant to Article VIII, the Association shall have the right to submit a bid in writing on behalf of the employee within the posting period.

Selection. Except as herein provided, transfers with the bargaining unit shall be made by the Employer on the basis of ability and unit-wide seniority. The position shall be awarded to the most senior employee who has the qualifications and skills necessary to perform the duties of the vacant position, provided, however, that the most senior employee in the Department in which the vacancy exists who has the requisite skills and qualifications shall be given preference. If the vacancy is not filled by bidding, the Employer shall have the right to employ a new hire.

Trial Period. The successful applicant shall be granted a trial period of thirty (30) work days, provided that an employee who demonstrates a clear lack of ability to learn the job, or where safety and health are involved, may be removed sooner. If the employee fails to perform satisfactorily in the new classification or position during the trial period or provides written notice to the Employer of a desire to

to his former classification or position, he shall be returned to his former classification or position and rate of pay without any loss of seniority.

Compensation. The employee shall be entitled to receive during the trial the rate of pay designated for the new classification or position provided that the rate of pay for the new classification or position is greater than the rate of pay for the former classification or position, payment for the difference in pay shall be suspended until the employee shall have satisfactorily completed the trial period. Upon such completion, he shall be entitled to receive the suspended portion of his compensation.

1. If an employee moves into a higher classification (i.e., a classification with a higher rate of pay) he/she shall not suffer a reduction in pay but shall be placed on the step with the pay rate closest to his/her former step which will give the employee a pay increase. During the trial period, the employee shall receive the rate of pay for his/her former classification or position. Upon satisfactory completion of the trial period, he/she shall be entitled to receive the difference between his/her new rate and his/her former rate, retroactive to the first day of the trial period.

2. Should an employee voluntarily move into a lower paid classification, he/she shall be placed at the same experience step in the lower classification as he/she held in the higher paid classification.

3. No employee shall suffer a reduction in vacation time due to movement into a higher classification.

Other Transfers. Nothing herein shall limit the right of the Employer to temporarily transfer or promote an employee for a period not to exceed sixty (60) days, nor to transfer or promote an employee who had not applied for such transfer or promotion, if in the opinion of the Employer there shall be no qualified applicants. An employee who has been temporarily transferred shall after five (5) days receive the rate of pay designated for such position, provided that such rate is higher than his former rate.

Bidding Limitations. The Employer shall not be required to transfer an employee more than once during a twelve (12) month period.

ARTICLE VII

LAYOFF AND RECALL

Determination. If the number of employees shall be in excess of the current requirements of the Employer, the Employer shall have the right to reduce the number of employees. Compensation and fringe benefits shall be suspended during any periods of layoff.

Notice of Layoff. The Employer shall give ten (10) calendar days written notice of layoff to the employee(s) affected.

Layoff Procedure. When the Employer determines the layoff(s) is necessary, a laid-off employee shall have the right to utilize his seniority in his department, and displace a less senior employee in his department, provided that there shall be qualified employees remaining to meet the requirements of the Employer. A laid-off employee shall have the right to displace a less senior employee in another department, provided he has the necessary seniority in that department, and is qualified to perform the duties of the displaced employee. In no event, however, shall there be more than one (1) displacement of an employee with less seniority per laid-off employee. It is expressly understood that retention of departmental seniority in a department(s) other than that which the employee is working only applies to this article.

1. In the event of layoff, employee(s) on leave who the Employer authorizes may be directly affected by the layoff shall be notified by mail by the Employer.

2. When a position is eliminated and is later reinstated, the employee transferred out of his department shall be offered his former position before it is posted.

D. Order of Recall. The Employer shall recall employees in the inverse order in which they were laid off, within their respective departments, provided that the most senior employee so recalled is qualified to perform the duties of the position to be staffed.

E. Notice of Recall. The Employer shall give written notice of recall from layoff by personal service or by sending a certified letter to the employee at his last known address. If the employee fails to report for work within five (5) days from the date of the mailing of such notice of recall or personal service thereof, unless an extension is granted in writing by the Employer, the employee shall be considered as a voluntary quit and shall thereby automatically terminate his employment relationship with the

Employer. The obligation of the Employer to recall a laid-off employee shall terminate twelve (12) months following such layoff.

F. Change of Address. It shall be the responsibility of each employee to notify the Employer of any change of address. The employee's address as it appears on the Employer's record shall be conclusive.

ARTICLE VIII

AUTHORIZED ABSENCE

A. Sick Leave. Upon the completion of the initial sixty (60) days worked of the probationary period, each full-time twelve (12) month employee shall be granted twelve (12) sick days each school year, and extended school year employees shall be granted ten (10) sick days at the beginning of each fiscal year--(1) day of sick leave for each month of employment. The sick leave allowance of regular part-time employees shall be reduced proportionately. Sick leave shall be administered in accordance with the following guidelines, namely:

1. Use. Sick Leave may be used for:

(a) Any physical or mental condition which disables an employee preventing him/her from performing his/her assigned duties, excluding any condition compensable by Worker's Compensation.

(b) Any communicable disease which would be hazardous to the health of students or other employees.

(c) Physical examinations or medical treatment which cannot reasonably be scheduled during scheduled vacation periods or outside of the employee's regular work day.

(d) Funeral leave to the extent hereinafter provided.

(e) Up to four (4) days per year may be used for the illness of an employee's spouse, child, legal dependent, or parent.

2. Sick Leave Accumulation. Employees may accumulate sick leave up to ninety (90) days. The amount of unused leave for each employee shall be certified by the Employer at least each twelve (12) months. No payment for unused sick leave shall be made (except as outlined in Appendix B). Any excess days used will be deducted from the employee's final pay check.

3. General Procedures. Sick leave shall be allocated in hourly increments, shall be charged against working days only, and shall cease to accumulate during such period as the employee is on vacation or a leave of absence, laid off, receiving Worker's Compensation or disability insurance benefits, or otherwise not regularly providing services to the Employer.

al Leave.

Immediate Family. If a member of the immediate family of the employee shall die and the employee attends the funeral of such person, he shall be entitled to three (3) day's leave with pay, if reasonably required, such days shall not be charged against sick leave. Immediate family shall be defined as follows: spouse, children, father, mother, brother, sister, step-parent or grandchild of the employee or any relative permanently residing in the employee's household.

Other Relative. The employee shall be entitled to one (1) day's leave with pay, which day shall be charged against sick leave, to attend the funeral of any other relative or in-laws.

Personal Business Leaves. All employees covered by the Agreement shall be entitled to two (2) personal business days per year with pay deducted from sick leave. The Employer may impose reasonable restrictions on any leave requested for a day immediately before or after a holiday, weekend or vacation. Personal business leaves shall not be used for the seeking of other employment, or for social, recreational, vacation, or other similar purposes.

Jury Leave. An employee who is subpoenaed to appear for jury service or to testify before any judicial or governmental tribunal shall be entitled to regular compensation, less any fees paid. The employee shall provide notification of jury/witness service and shall return to his/her duties whenever attendance in Court is not actually required.

Meritorious Leave. The Employer upon written request of an employee may grant an unpaid leave for reasons of general health, family emergencies, military or other reasons deemed meritorious by the Employer. The Employer may require substantiating evidence for granting or renewing a leave.

Health and Disability Leave. The Employer upon the written request of an employee shall grant up to a ninety (90) day unpaid leave of absence to allow an employee to recover from a personal illness or disability provided said employee has exhausted his/her personal sick leave credits. Such leave may be extended or renewed at the Employer's discretion.

Child Care Leave. The Employer upon the written request of an employee shall grant an unpaid leave of up to ninety (90) days for the purpose of caring for an employee's adopted or natural child(ren). Such leave may be extended or renewed at the Employer's discretion.

During the school year, the Association shall be credited with
one day to be used by the Association President and three (3) days to be used
by the Vice President with the approval of the Superintendent. The
request for such days shall be made no less than three (3) calendar days in
advance and the Association shall pay for the cost of the substitute.

ARTICLE IX

ARTICLE IX
DISCIPLINE

Both parties acknowledge the difficulty of
establishing proper standards of conduct for each
and include the following:

Employees shall perform their duties with reasonable diligence and in a

condition of the Employer of any physical or mental
impairment which may temporarily or permanently impair the
employee's ability to adequately discharge his responsibilities.

Condition of the Employer of any defective condition in
the District which may cause injury or damage, or
prevent the Employer from providing proper maintenance.

Condition of the Employer of any misuse, abuse, or
neglect of physical facilities of the District for which the
employee is held liable.

Compliance with all applicable laws, regulations, policies and
procedures not contrary to law or to this Agreement.

Excessive amount of tardiness or absence, including the reasonable
cause of tardiness or absence which will necessarily result in tardiness or absence,
or the neglect of any such tardiness or absence to the Employer.

Engagement in any activity which
is in excess of outside employment or other competing activities
which may substantially impair the ability of an employee to adequately
perform his duties.

Engagement in any activity which:
is contrary to the best interests of the Employer and its
employees; is contrary to the education, safety and well-being of
the public and other persons who may use its facilities and for the proper
protection of public property; and
is contrary to honesty or good morals.

Action. Upon the completion of the probationary period, an employee shall not be reprimanded, suspended, demoted or discharged without just cause. The cause shall include, but not be limited to, the failure of an employee to perform his or her duties, responsibilities or to maintain proper standards of conduct. The cause shall be determined by the Employer and may include an oral or written warning, suspension, demotion, or discharge. Any employee or group of employees may request a hearing into any meeting for the purpose of discipline may request the presence of an authorized Association representative, and such request shall not be denied.

The Board of Education agrees that the Board of Education has just cause to discharge any employee who is convicted of a felony or high court misdemeanor.

ARTICLE X
GRIEVANCE PROCEDURE

Adjustment. Prior to filing a written grievance, the grievant must attempt to adjust such alleged grievance within ten (10) days of the event for which the grievance procedure is being initiated. **Employee shall state that this is the informal adjustment procedure.** An employee may assert his legal right to file a grievance directly to the Employer and have it adjusted without the intervention of the Association, provided that the adjustment is in accordance with the terms of the Agreement and provided further that the grievant is given the opportunity to be present at such adjustment.

Grievance. If the grievance is not satisfactorily resolved at the grievance conference, the Grievant shall have five (5) days within which to file a written grievance, which grievance shall include:

1. Identification of the grievant(s),

2. Date of the event,

3. Specific facts upon which the grievance is based,

4. Applicable portion(s) of the Agreement to be interpreted,

5. Specific relief requested,

6. Date of the grievance, and

7. Signature of the grievant.

The grievance shall be filed within ten (10) days from the receipt of the written reply to the grievance.

1st Conference. If the reply is not satisfactory and a request is made for a formal conference within five (5) days from the receipt of the reply, a formal conference shall be held within ten (10) days from the receipt of such request. The purpose of the conference shall be to attempt to adjust the grievance.

ference shall be to seek a positive and constructive
grievance and to avoid the necessity for further
mutual agreement as to the disposition of the grievance
g. If the parties are unable to reach agreement, the Employer
within ten (10) days after the completion of the formal
process both parties during the course of the conference request
conference be adjourned and reconvened with a State Mediator.

ion. If the grievance is not satisfactorily resolved at the formal
before a State Mediator, the grievance shall be submitted to
such request is made within ten (10) days from the receipt of the
reply. Arbitration shall be conducted in accordance with the
provisions, namely:

of arbitrators shall be maintained by the parties. Only arbitrators
of both parties shall be placed on the list. Names of new
to be added to the list may be proposed at any time by either
party or the Board.

party shall alternate striking one name from the panel of arbitrators
if arbitrators are eliminated except one. The arbitrator shall be selected
regarding the grievance.

parties will alternate the initiation of the elimination process with
successive grievance.

selection by the parties, the arbitrator shall conduct the arbitration
and other related matters in accordance with the rules and regulations
of the American Arbitration Association.

if either the Board or the Association wish to terminate the use of the
selected panel arrangement for selection of grievance arbitrators, the
party wishing to terminate the panel shall give six (6) month's notice to the
other party. Prior to formation and/or after termination of the panel
arrangement, selection shall be through the American Arbitration
Association and subject to its rules.

The rules of evidence as applied in a non-jury civil case in Circuit Court
shall be followed as far as practicable, but the arbitrator may admit and give
probative effect to evidence of a type commonly relied upon by reasonably
prudent men in the conduct of their affairs. Irrelevant, immaterial or unduly
prejudicial evidence may be excluded.

(e) The arbitrator shall not have the authority to vary the terms of the Agreement nor to determine that any provision is unconstitutional nor contrary to any Federal or State statute or regulations, it being expressly agreed that any such determination shall be made by a court of competent jurisdiction.

(f) The arbitrator shall render his written decision within thirty (30) days from the conclusion of the hearing, unless extended by mutual agreement of the parties, which decision shall separately set forth his specific findings of fact, conclusions and decisions.

(g) Either party shall have the right within ten (10) days from the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and the law, provided, however, that if application is not made within such time the decision of the arbitrator shall be binding.

B. General Procedures.

1. Definitions. As used in the Article, the word:

(a) "Party" includes the Employer, the Association, and an employee or group of employees.

(b) "Grievant" means the Association or employee filing the grievance. If a grievant is an employee, he shall have the right to personally attend each conference or hearing and/or have an authorized representative present.

(c) "Event" means the act or omission which the grievant alleges violates one or more provisions of the Agreement.

(d) "Day" means a calendar day except a Saturday, Sunday or legal holiday observed by the Employer.

(e) A "grievance" shall be defined as an alleged violation of the terms or provisions of Agreement.

2. Form of Action. All grievances, replies and requests shall be in writing and shall be filed with each party.

3. Exclusions. The grievance procedure shall not apply to:

b) Any grievance concerning which proceedings are pending before any administrative tribunal, agency or court, it being the intention of the parties that a grievant shall have one (1) remedy only.

c) Any discipline or discharge of a probationary employee.

d) Any provision of the Agreement which contains an express exclusion from this procedure.

4. Other Grievances. Either party may require that all grievances involving the same event be combined in one (1) grievance proceeding.

5. Withdrawals and Denials. Any grievance which is not filed or any request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be deemed to have been denied and the grievance shall automatically advance to the next grievance level unless withdrawn.

6. Time and Place of Proceedings. All proceedings shall be conducted in such manner as to be least disruptive to the operation of the Employer's activities.

7. Cost. The expenses and fees of the arbitrator and the American Arbitration Association shall be paid by the loser.

8. Contract Termination. The provisions of this Article shall be automatically extended beyond the contract expiration date to the extent required to complete the processing of a grievance filed prior to such expiration date.

ARTICLE XI

CONTRACT ADMINISTRATION

A. Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

B. Policies and Other Agreements. Nothing in this Agreement shall limit the right of the Employer to adopt policies, initiate programs, and enter into agreements which are not contrary to the terms of this Agreement.

C. Scope, Waiver and Alteration of Agreement. This Agreement is intended to set forth the entire understanding between the parties and each party waives the right to enter into negotiations on any subject during the term of this Agreement, unless the Agreement makes express provision thereof, except upon the voluntary prior written consent of both parties. No alteration or modification of this Agreement shall be effective unless executed in writing by the parties. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.

D. Productivity and Contracting. The parties recognize the obligation of the Employer to the public to maintain and preserve at a reasonable cost the physical facilities and services of the District. Accordingly, nothing in this Agreement shall limit the right of the Employer to use such equipment, techniques and procedures or to contract or subcontract such work as the Employer may determine to be in the best interest of the public. However this provision shall not operate to allow the Employer to undermine the Association or discriminate against any of its members. The Association will receive notification of intent to investigate alternatives from outside sources.

E. Jurisdiction. In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer shall have the right to employ or otherwise engage the services of persons not covered by this Agreement for the purpose of instructional training, job evaluation and experimentation, emergencies, or seasonal help during vacation periods when school is not in session.

F. Jobs and Classifications. The Employer may modify, or eliminate existing classifications or positions, and establish such new or revised job descriptions, specifications, classifications, and rates of pay as may be appropriate provided that

the action shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. The performance of duties by an employee within the same classification or position at more than (1) location within the District shall not constitute the modification or establishment of a new or revised job classification or position. The Employer shall meet with the Association within thirty (30) days after the establishment of any new or changed job for the purpose of bargaining the rate and classification.

G. Work Schedule. The Employer may alter the work schedule to the extent the Employer determines necessary to comply with applicable local, state or federal laws or regulation; the availability of utilities; or for other circumstances beyond the control of Employer, except that in this latter regard if school is closed by reason of adverse weather or other emergency and employees are not requested to come in to work, they shall receive their regular rate of pay for such days, provided that the Employer shall not be required to pay an employee for more than two (2) such days during a fiscal year. However, if an employee is called in to work on one (1) or more of such two (2) days, he shall be paid at the rate of one and one-half (1 1/2) times his regular rate of pay notwithstanding the overtime compensation provision set forth in Article IV, Section C.

H. Non-Discrimination. Each of the parties agree that the provisions of this Agreement shall be applied uniformly and without discrimination due to sex, age, marital status, race, creed or whether or not the employee is a member of the Association.

I. Zipper Clause (effective September 1, 1997). This Agreement constitutes the complete agreement of the parties. It shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. If an individual contract contains any language inconsistent with this Agreement during its duration shall be controlling. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. During the term of this Agreement the parties may mutually agree to enter into supplemental agreements which must be reduced to writing and signed by the parties hereto to be valid.

J. Interpretations and Definitions.

1. Day. For purposes of this Agreement, the word "day" shall mean any calendar day except Saturday, Sunday, or a scheduled holiday, except as the context otherwise requires.

2. Captions. Captions are included only for the convenience of reference and shall not modify in any way the language of any Article, Section or Provision contained in this Agreement to which such captions may refer.

3. Masculine Includes Feminine. Whenever this Agreement the masculine gender is used, it shall be deemed to include the feminine gender.

4. Employee. For purposes of this Agreement,

(a) "Twelve-Month Employee" shall mean any employee who is regularly scheduled to work twelve (12) months each year.

(b) "School-Year Employee" shall mean any employee who is regularly scheduled to work during the normal school year.

(c) "Extended School-Year Employee" shall mean any employee who is regularly scheduled to work during at least forty-two (42) weeks during the fiscal year.

(d) "Full-Time Employee" shall mean any employee who is regularly scheduled to work at least forty (40) hours per week, except as the contract otherwise requires.

(e) "Part-Time Employee" shall mean any employee who is regularly scheduled to work less than full-time.

5. Department. For purposes of this Agreement, Department shall mean and refer to:

- (a) Office and Clerical
- (b) Custodial
- (c) Maintenance
- (d) Mechanics
- (e) Instructional Paraprofessionals
- (f) Non-Instructional Paraprofessionals*
- (g) Bus Drivers
- (h) Cafeteria Workers

**Non-Instructional includes recess supervision, sick room supervision, lunch money counting, print room, locker room supervision, lunch room supervision, ISS supervision, bus supervision, after school supervision, and breakfast supervision.*

K. Notices. Any written notices given pursuant to this Agreement, unless personally served, shall be deemed to have been received three (3) days following its deposit in the United States mail, postage prepaid, when addressed as follows:

1. Employer's address: Office of the Superintendent
Cassopolis Public Schools
PO Box 98
Cassopolis, MI 49031

2. Association's address: CSEA/MEA
1170 W. Michigan Ave. Suite 4
Three Rivers, MI 49093

3. Employee's address: As set forth in the records of the
Employer.

L. Effective Date and Termination. This Agreement shall be effective as of September 1, 1997 and shall remain in full force and effect until August 31, 2000 (except as herein otherwise provided) and every two (2) years thereafter unless and until either party desiring to change or terminate this Agreement notifies the other party at least sixty (60) days prior to August 31, 2000, or any subsequent year. Such written notice shall be sent by mail to the recognized address of the other party. If no such notice is given, then all the provisions of this Agreement shall be automatically renewed for an additional two (2) years.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed September 1, 1997.

CASSOPOLIS SERVICE EMPLOYEES
ASSOCIATION, MEA

CASSOPOLIS PUBLIC SCHOOLS
CASS COUNTY, MICHIGAN

By Tom Phillips met Christine Locke
Jan 16 - 98 SMEA
Its UNISERV DIRECTOR Its PRESIDENT

By Ange Wright, Pres By Debbie A. Krumer
Jan. 21, 1998 CSEA
Its CSEA PRESIDENT Its SECRETARY

SCHEDULE A

GENERAL DUTIES

The general duties of each employee shall include those activities within the employee's work classification which may from time-to-time be assigned by the Employer.

In the event the Employer reduces the hours within a classification, unless the reduction is the result of economic necessity as determined by the Board, the Employer shall first attempt to effectuate the reduction through layoff. If this is not feasible, assignment to the positions reduced shall be in accordance with classification seniority. Should an employee's hours be reduced to a point where they will experience a reduction in fringe benefits, they will be given thirty (30) day's notice before the benefits are actually reduced.

SCHEDULE B

COMPENSATION

I. Salary Schedules

1997-1998						
	PROB. RATE	1	2	3	4	5
Instructional Paraprofessional	\$8.50	\$8.69	\$8.91	\$9.24	\$9.58	\$9.90
Non-Instructional Paraprofessional	\$8.38	\$8.58	\$8.80	\$9.14	\$9.48	\$9.80
Library/Computer Paraprofessional	\$8.77	\$8.96	\$9.18	\$9.52	\$9.85	\$10.18
Custodian	\$10.49	\$10.74	\$11.01	\$11.28	\$11.56	\$11.82
Maintenance	\$10.8	\$11.14	\$11.49	\$11.89	\$12.24	\$12.63
Utility	\$10.67	\$10.96	\$11.26	\$11.59	\$11.89	\$12.24
Servers	\$8.32	\$8.58	\$8.86			
Driver	\$8.45	\$8.71	\$8.99			
Assistant Cook	\$8.38	\$8.66	\$8.93	\$9.21	\$9.47	\$9.74
Cook	\$8.46	\$8.72	\$8.99	\$9.26	\$9.53	\$9.80
Office	\$9.74	\$10.16	\$10.54	\$10.96	\$11.35	\$11.96
Bookkeeper	\$11.25	\$11.64	\$12.06	\$12.49	\$12.94	\$13.41
Mechanic	\$14.26	\$14.61	\$15.00	\$15.46	\$16.00	\$16.60
Mechanic Helper	\$10.80	\$11.14	\$11.50	\$11.82	\$12.15	\$12.50
Bus Drivers	\$8.77	\$9.02	\$9.46	\$9.81	\$10.19	\$10.53
Production	\$8.58	\$8.86	\$9.21	\$9.53	\$9.86	\$10.22

1998-1999						
	PROB. RATE	1	2	3	4	5
Instructional Paraprofessional	\$8.67	\$8.86	\$9.09	\$9.42	\$9.77	\$10.10
Non-Instructional Paraprofessional	\$8.55	\$8.75	\$8.98	\$9.32	\$9.67	\$10.00
Library/Computer Paraprofessional	\$8.95	\$9.14	\$9.36	\$9.71	\$10.05	\$10.38
Custodian	\$10.70	\$10.95	\$11.23	\$11.51	\$11.79	\$12.06
Maintenance	\$11.02	\$11.36	\$11.72	\$12.13	\$12.48	\$12.88
Utility	\$10.88	\$11.18	\$11.49	\$11.82	\$12.13	\$12.48
Servers	\$8.49	\$8.75	\$9.04			
Driver	\$8.62	\$8.88	\$9.17			
Assistant Cook	\$8.55	\$8.83	\$9.11	\$9.39	\$9.66	\$9.93
Cook	\$8.63	\$8.89	\$9.17	\$9.45	\$9.72	\$10.00
Office	\$9.93	\$10.36	\$10.75	\$11.18	\$11.58	\$12.20
Bookkeeper	\$11.48	\$11.87	\$12.30	\$12.74	\$13.20	\$13.68
Mechanic	\$14.55	\$14.90	\$15.30	\$15.77	\$16.32	\$16.93
Mechanic Helper	\$11.02	\$11.36	\$11.73	\$12.06	\$12.39	\$12.75
Bus Drivers	\$8.95	\$9.20	\$9.65	\$10.01	\$10.39	\$10.74
Production	\$8.75	\$9.04	\$9.39	\$9.72	\$10.06	\$10.42

1999-2000						
	PROB. RATE	1	2	3	4	5
Instructional Paraprofessional	\$8.84	\$9.04	\$9.27	\$9.61	\$9.97	\$10.30
Non-Instructional Paraprofessional	\$8.72	\$8.93	\$9.16	\$9.51	\$9.86	\$10.20
Library/Computer Paraprofessional	\$9.13	\$9.32	\$9.55	\$9.90	\$10.25	\$10.59
Custodian	\$10.91	\$11.17	\$11.45	\$11.74	\$12.03	\$12.30
Maintenance	\$11.24	\$11.59	\$11.95	\$12.37	\$12.73	\$13.14
Utility	\$11.10	\$11.40	\$11.72	\$12.06	\$12.37	\$12.73
Servers	\$8.66	\$8.93	\$9.22			
Driver	\$8.79	\$9.06	\$9.35			
Assistant Cook	\$8.72	\$9.01	\$9.29	\$9.58	\$9.85	\$10.13
Cook	\$8.80	\$9.07	\$9.35	\$9.64	\$9.91	\$10.20
Office	\$10.13	\$10.57	\$10.97	\$11.40	\$11.81	\$12.44
Bookkeeper	\$11.71	\$12.11	\$12.55	\$12.99	\$13.46	\$13.95
Mechanic	\$14.84	\$15.20	\$15.61	\$16.09	\$16.65	\$17.27
Mechanic Helper	\$11.24	\$11.59	\$11.96	\$12.30	\$12.64	\$13.01
Bus Drivers	\$9.13	\$9.38	\$9.84	\$10.21	\$10.60	\$10.95
Production	\$8.93	\$9.22	\$9.58	\$9.91	\$10.26	\$10.63

II. Any employee retiring (as defined by Michigan Public School Employees Retirement System) shall be paid \$10.00 per day for all unused accumulated sick leave days to a maximum of \$500.

III. ADMINISTRATION OF COMPENSATION

A. Anniversary dates for all employees shall be recognized twice a year as follows:

- (1) January 1 for those persons employed between January 1 and June 30 of any year.
- (2) July 1 for those persons employed between July 1 and December 31 of any year.

B. At the beginning of each school year, the Board shall establish the run time for each route on which the hourly driving time shall be paid. The employee has the right to have a repeat time study if the employee disagrees with the established run time. The employee must request the repeat time study within ten (10) working days of the day they become aware of the run

time established by the Board. No more than one additional time study can be requested by either party per semester.

IV. Bus Drivers - Miscellaneous

A. Other Trips

Pay for trips other than regular daily runs including vans shall be at the regular hourly rate for the first two hours and at the current Federal minimum wage rate for each additional hour. Meals will be reimbursed, as necessary, at the rate of \$5.65 for breakfast and \$8.20 for lunch and dinner. Meals will be reimbursed only if a meal ticket is turned in to the Transportation Office no later than five (5) work days after the expense is incurred. Pay for any trip that interferes with a driver's normal schedule shall be at such rate so that the driver shall suffer no loss in compensation for said trip.

Any trip in excess of 150 miles one way and trips to Chicago will have one (1) relief driver. If there are no volunteers, one will be assigned. Relief drivers shall be paid at the down time rate when not driving, and at the regular trip rate when driving. Participation as a relief driver shall not affect a driver's standing on the rotation list.

B. Notes

1. Assigning Trips (excluding sport trips) Bus drivers will bid on regular routes with seniority being the deciding factor. This bidding will take place once a year before the opening of school.

The most senior bus driver shall be responsible for posting trips for extra-curricular school activities.

The Employer will make postings available to the most senior bus driver as soon as possible. Postings for one week periods will be made available. Bus drivers have 48 hours to indicate their choice of trips after they are posted.

The District will maintain three separate trip rotation lists--one for Monday through Friday after school trips, one for weekend trips, and one for weekday field trips. Seniority rotation will be calculated on a one week basis. If a driver turns down a trip, they shall go to the bottom of the rotation list.

If an emergency situation occurs, where a normal posting procedure cannot be done or where no bus driver signs up for a trip, the Employer shall have the right to assign drivers to trips on a rotating basis starting with the least senior driver moving toward the most senior driver.

2. Sport Trip Bidding. Bid runs for sports shall operate per season. Sport runs will be posted prior to each season with the exception of fall sports. Fall sport runs shall be bid during in service prior to the school year.

Drivers signing for a sport run will rotate for all games within that sport beginning with the most senior driver.

If no driver bids for a sport, the district shall assign the run to a probationary or substitute driver.

Upon unavailability of a regular driver (bargaining unit) for a sport run, the district shall have the right to ask a probationary or substitute driver. If a probationary or substitute driver declines a sport run, the district shall have the right to assign the run to a regular driver. In case of the latter, the assignment process shall proceed through the most recent seniority list in reverse order.

3. When bus drivers are required to attend schools, bus drivers will be paid for attending such schooling at the rate of \$4.50 per school hour attended. Expenses for meals incurred by a Bus Driver during such attendance will be reimbursed at the rate set forth herein. Also, if the Employer does not provide a vehicle to transport bus drivers to such school, then mileage will be reimbursed at the rate equal to that which is established by Board policy but no less than eighteen (18) cents per mile.

4. Bus drivers will be compensated for the following assignments, if completed, at the current Federal minimum wage rate per hour.

- (a) Orientation Day
- (b) Map day and clean-up after Orientation
- (c) Road test and written test
- (d) Bus clean-up time on the day after the school year is over

5. Drivers shall sweep out their assigned bus at least once a day. Drivers shall hose down the inside and wash the outside of their assigned bus once each month. Except for the months of June, July, and August, drivers will be paid \$8.25 per month for the herein mentioned cleaning.

6. The Employer shall, for each driver, pay the cost for one successful road test, physical exam, and training required to maintain their Commercial Drivers License or to meet any other State or Federal requirements. Any additional road tests due to points or other driving violations shall be the responsibility of the driver.

7. All service employees who are not full year employees shall be given priority for any temporary summer employment in the district so long as it does not reduce present bargaining unit work performed by bargaining unit members in those classifications. Said work shall be offered to those employees who are qualified and apply in descending order of the employee's unit-wide seniority.

C. Cafeteria personnel, based in the High School, who work outside their normal day or during vacation periods will be reimbursed at the following rates:

1. \$3.50/hour in addition to their hourly wage for all general duties excluding cooking;
2. \$12.00/hour for cooking--- only cooks can perform this duty.

Bidding for this work shall be done in the same manner as the bus drivers. If a worker turns down an opportunity for this work, they will be moved to the bottom of the list. The District has the right to assign personnel if no one agrees to accept the work. The District agrees to give the cafeteria personnel as much notice as possible.

Should the Food Service Director not be present for work for a full day, the Production Manager shall assume the duties of the Food Service Director. In recognition of the added responsibilities, the Production Manager shall be paid an additional \$10.00 per day he/she assumes these duties. If the Production Manager is required to do this for more than ten (10) consecutive days, the additional daily stipend shall be increased to \$15.00.

D. Any employee conducting school related business shall be reimbursed up to \$5.65 for breakfast and \$8.20 for lunch and dinner. Claims for reimbursement for meals must be accompanied by a restaurant receipt which includes the name of the restaurant and date of purchase.

SCHEDULE C

FRINGE BENEFITS

A. Vacations.

1. Twelve-Month Employees. Each full-time twelve (12) month employee shall be entitled to have a vacation with pay at a time mutually agreeable to the employee and the Employer in accordance with the following schedule, namely:

<u>Employment Period</u>	<u>Vacation Allowance</u>
One (1) year of uninterrupted service	Five (5) work days
Two (2) years to nine (9) years of uninterrupted service	Ten (10) work days
Ten (10) years of uninterrupted service	Fifteen (15) work days
Eleven (11) years of uninterrupted service	Sixteen (16) work days
Twelve (12) years of uninterrupted service	Seventeen (17) work days
Thirteen (13) years of uninterrupted service	Eighteen (18) work days
Fourteen (14) years of uninterrupted service	Nineteen (19) work days
Fifteen (15) years of uninterrupted service	Twenty (20) work days

2. Extended School Year Employees. Extended school year employees who work at least thirty-five (35) hours per week shall be entitled to receive eight (8) days of vacation with pay to be scheduled during the Christmas and/or Spring recesses, subject to the approval of the Employer or its designate.

B. Holidays.

1. Twelve-Month Employees. Twelve (12) month employees shall receive the following holidays, namely:

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

2. Extended School Year Employees. Extended school year employees shall receive the following holidays, namely:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day
Labor Day *	

3. School Year Employees. ** School year employees shall receive the following holidays, namely:

New Year's Day	Labor Day *
Memorial Day	Thanksgiving Day
Good Friday	Christmas Day

* Extended and school year employees shall receive holiday pay for Labor Day only if the Labor Day holiday falls during the regularly scheduled work year.

** If a school year employee works at least forty-two (42) weeks during a fiscal year, he shall be paid an additional day of holiday pay.

A holiday shall not be observed if it is a school day. An employee shall receive his regular compensation for the above holidays if the employee was not absent the last scheduled work day preceding the holiday and the first scheduled work day following the holiday unless any such absence is authorized pursuant to Article VIII. If a holiday falls on a Sunday and is celebrated by law on Monday, Monday shall be considered the holiday. If a holiday falls on a Saturday, Friday shall be considered the holiday. If an employee works on a Friday or Monday which is considered a holiday by reason of this section, notwithstanding the overtime provisions of this Agreement, the Employer shall pay straight time for the hours worked plus one day's pay for such Monday or Friday. If a holiday falls during an employee's scheduled vacation period, an additional day of vacation may be taken.

C. Insurance.

1. Except as hereinafter provided, employees working thirty-two (32) hours per week or more and who have completed the initial probationary period shall have the right to select one (1) of the following plans:

- (a) PLAN A: MESSA Super Care I
- (b) PLAN B: An employee who does not either need or desire health and medical insurance coverage may apply the dollar amount of the "individual" plan towards the purchase of the following options:

- (1) Basic Term Life
- (2) Short Term Disability
- (3) Long Term Disability
- (4) Hospital supplement
- (5) Dependent life
- (6) Survivor income insurance
- (7) Toward Health and Medical with the difference being deducted from the employee's pay.
- (8) MEPSA & MESSA variable options and/or TDA.

2. Except as hereinafter provided, employees working twenty-five (25) hours or more but less than thirty-two (32) hours per week shall be entitled to receive the following:

- (a) Delta Dental 50 - 50 dental insurance.
- (b) An annual contribution of \$350.00 toward the options as listed in PLAN "B" above.

3. Except as hereinafter provided, employees working more than twenty (20) hours but less than twenty-five (25) hours per week shall be entitled to receive an annual contribution of \$326.00 toward the options as listed in PLAN "B" above.

4. Except as hereinafter provided, employees working fifteen (15) or more hours but no more than twenty (20) hours per week shall be entitled to receive an annual contribution of \$302.00 toward the options as listed in PLAN "B" above.

5. The aforesaid insurance benefits shall be subject to the following limitations and conditions:

(a) The Board will maintain all employees at their current insurance step for the duration of this contract unless economic conditions necessitate a reduction in staff. Should this become necessary, the union will be consulted prior to any action being taken.

(b) School year and extended school year employees shall be provided health and medical insurance coverage provided that the contribution of the Employer shall be proportionately reduced in accordance with the number of weeks worked by such employee during a fiscal year, and provided further, that no contributions shall be made for an employee who works fewer than thirty-two (32) hours per week, which, for purposes of this provision only, shall constitute full-time employment.

(c) Each employee shall be required to certify in writing that he is eligible for the coverage he has selected. If at any time it is discovered by the Employer that the coverage is at variance with that which has been certified as above provided, the employee shall be required to reimburse the Employer for all payments made by it on his behalf since the date on which the variance began.

(d) Spouse and/or dependent benefits shall not be paid if such benefits are substantially equivalent or duplicate those to which such spouse and/or dependent is entitled under any other group insurance plan, it being the intention of the parties that no employees shall have double coverage which has no reasonable benefit to the insured.

(e) The Employer's contribution shall terminate at the end of the calendar month in which the obligation of the Employer to pay wages or sick leave ends.

(f) Insurance benefits for employees working in more than one department shall be determined by the number of hours in the department with the most hours. Employees working in two or more departments as of November 21, 1994, shall not be affected by this limitation.

6. Life Insurance. All employees shall be provided, without cost, \$10,000 MESSA Negotiated Term Life with AD&D.

7. Contributions made toward insurance premiums provided herein shall be subject to the underwriting terms and conditions of the insurance carrier(s).

D. Retirement. The Employer will contribute to the State Retirement Fund for each employee in accordance with the law.

E. Longevity. Employees achieving twenty (20) years of service with the District shall receive an annual bonus of \$200 beginning with their 20th anniversary date.

F. Exclusions. Substitute and temporary work does not qualify for any fringe benefits.

