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# MASTER AGREEMENT

between

**MORLEY STANWOOD COMMUNITY SCHOOLS**

and

**UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC**

1998-2001

*Morley Stanwood Community Schools*

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## **AGREEMENT**

This Agreement entered into this 12<sup>th</sup> day of April, 1999, between Morley Stanwood Community Schools Board of Education (hereinafter referred to as the "Employer") and the United Steelworkers of America, AFL-CIO-CLC (hereinafter referred to as the "Union").

### **ARTICLE 1 RECOGNITION**

- A. Pursuant to and in accordance with the provisions of the Public Employment Relations Act and the Certification of Representative in MERC Case No. R95 E-74, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of:

All full-time and regular part-time bus drivers, mechanics and custodians, excluding all supervisors, teachers and all other employees.

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

### **ARTICLE 2 EMPLOYER RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the Michigan School Code, the Public Employment Relations Act and other laws or regulations. Except as specifically stated in this Agreement, all the rights, powers and authority the Employer had prior to this Agreement are retained by the Employer.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised by the Employer. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.

2. Assignment and direction of its personnel, to determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours, shifts or work days as well as transportation routes and schedules.
3. Direct the working forces, including the right to hire, promote, discipline and discharge employees (for just cause, as applied to seniority employees) transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine: all methods and means of providing its services; methods, schedules and standards of operation; the means, methods and processes for carrying on the work including automation or changes therein; and the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions, in conformance with applicable federal and state law and administrative regulations.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
8. Determine the contracting and placement of operations, production, service, maintenance of distribution of work and the source of materials and supplies.
9. Determine the source and structure of the Employer's organization, its functions, authority, amount of supervision and table of organization.
10. Determine the policy affecting the selection, testing or training of employees.
11. To establish course of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc. by employees, including special programs.
12. The Employer shall continue the right to determine and redetermine job content, to establish and modify job descriptions and job classifications.
13. The right to plan, alter, modify, change or discontinue bus routes and/or the assignment or reassignment of buses to routes.

- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.
- E. The exercise of Employer rights under this Article shall be subject to the grievance procedure except if the matter in question has been exempted from the grievance and arbitration procedures set forth in Article 5.

### **ARTICLE 3 UNION SECURITY**

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, either join the Union and remit membership dues or pay a Service Fee to the Union equivalent to the amount of dues uniformly required of the members of the Union, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for the service fee or membership as is applicable.

In the event the bargaining unit member shall not pay such membership dues or the Service Fee directly to the Union (or authorize payment through payroll deduction) the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the written request of the Union, deduct the Service Fee amount from the bargaining unit member's wages and remit same to the Union under the procedures provided below:

The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event that payment of the service fee or membership dues is not made within that interval.
2. If the bargaining unit members fails to remit the service fee or membership dues (or authorize deduction for same) the Union may request the Employer to make deduction of the service fee amount pursuant to this Article.

3. The Employer, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee or membership dues to the Union or has authorized payroll deduction of same. Additionally, the bargaining unit member may request that the Employer withhold or suspend involuntary wage deduction due to any asserted legal infirmity with the Union's internal procedures by which bargaining unit members may protest the calculation of the agency shop/service fee which is alleged to be not properly chargeable to bargaining unit members who elect not to become members of the Union.
- B. The parties agree that the procedures in this Article relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the service fee amount for that given school year. The Union shall, as part of said notification, provide information to all service fee payers regarding a legally sufficient means of inquiring into and/or challenging use of service fees.
  - C. The Employer agrees to provide to each bargaining unit member at the time of hire an application for membership in the Union and to give the same to the Financial Secretary of the Local Union, upon completion and return of the application by the new employee. The application for membership in the Union will be provided to the Employer by the Union.

The parties recognize that a Union wishing to collect agency shop service fees must adopt constitutionally adequate procedures. The Union agrees, upon request from the Employer, to provide the Employer for its review a copy of the Union's current procedures regarding objections to political/ideological expenditures together with a copy of the materials distributed by the Union to bargaining unit members who choose either not to join the Union or to object to the representation service fees. The parties agree to meet, discuss and exchange information regarding the Union's collection and objection procedures upon the request of either party.
  - D. The Union agrees to promptly notify the Employer of any future litigation where an order (of a Court, administrative agency or arbitrator) has been issued preventing the Union from implementing its policies regarding objections to political-ideological or other expenditures. In that event, the parties shall promptly meet to examine the impact of the order upon the union security provisions of this Article.
  - E. In the event that the Union fails to provide certification or information as called for in this Article, the Employer shall have the right, upon one (1) week's notice to the Union's Sub-District Director, to discontinue all involuntary deductions for service fees contained in this Article until such time as the Union has fully complied with the provisions of this Article.

- F. Employees shall be deemed to be complying members of the Union, within the meaning of this Article, if they are not more than sixty (60) days in arrears in payment of the service fee.
- G. An employee who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However, such employee shall be required, in lieu of periodic dues, service fees and/or initiation fees, to make a donation equivalent to the service fee amount to a charitable organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. The charitable organization to which donation is made shall be designated by the employee from a list of three charities designated annually by the Union and the Employer. The employee, upon request of the Union or the Employer, shall provide verification of the donation.
- H. During the life of this Agreement, the Employer agrees to deduct Union initiation fees, membership dues or service fees from the pay of each employee who executes the Authorization for Checkoff form provided by the Union and filed with the Employer. The Employer shall be entitled to rely solely on the written notice of the Financial Officer of the Union at Five Gateway Center, Pittsburgh, PA 15222, as to the amount to be deducted from the employee's wages provided notification of the amount of membership dues and service fees shall be given to the Employer's payroll department at least four (4) weeks prior to the pay day of which deductions are to be made.
- The Employer shall not be required to make any dues or service fee deductions in preference to legally-required deductions, or if any employee's pay in any period is not sufficient to cover such dues. The Employer assumes no responsibility for any errors in making such deductions other than to correct such errors when notified of the discrepancy. In the event of overpayment, the Union agrees to refund such monies forthwith.
- I. The Employer shall not be required to make deductions from the compensation of bargaining unit members for allocation to a separate fund (used for candidate committees, political party committees, ballot question committees and/or independent committees) except in conformance with standards and procedures specified in applicable law.
- J. Checkoff of deductions under all properly executed Authorization for Checkoff forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter, until the employee revokes the Authorization or until the employee is no longer a member of the bargaining unit.

- K. Any bargaining unit member who either works or is paid for (directly by the Employer) forty (40) hours during the calendar month must pay membership dues or the alternative service fee, as described in this Article.
- L. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Employer in reliance upon information furnished to the Employer by the Union in the course of enforcing this Article. Further, the Union agrees to indemnify and save the Employer, the Board of Education, the individual members of the Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorneys fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the Employer or its agents for purposes of complying with the union security provisions of this Agreement. The Union also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

Should the indemnification provisions set forth above be declared unenforceable or void by a court of competent jurisdiction, the Union security and wage deduction provisions of this section, as set forth above, shall immediately be considered inoperative and severed from this Agreement.

#### **ARTICLE 4 UNION REPRESENTATION AND RIGHTS**

- A. The Local Union shall advise the Employer, in writing, of the names of all Committee members (and their alternates) Grievance Chairman, Stewards, and local Union officers within ten (10) days of their election or appointment. The Local Union shall elect or select one (1) person to represent the employees of the bargaining unit as the Grievance Chairman. The Grievance Chairman shall act as steward for his/her classification. If the Grievance Chairman is in the Custodian classification two Stewards shall be elected in the Bus Driver classification, one at each garage. If the Grievance Chairman is a Bus Driver the Union shall elect a Steward for the other garage and another for the Custodian classification. The Employer shall not be required to recognize or deal with any employee as a representative of the Union other than those designated in the manner described above.
- B. Upon request by the Union, and the presentation of proper credentials and notification to the Employer, representatives of the International Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided said visitation shall not interrupt or disrupt normal operations.



- C. Union Stewards, the Grievance Chairman, and International Union representatives shall represent the bargaining unit members and shall be authorized to resolve grievances and other matters on behalf of such bargaining unit members in any step of the grievance procedure provided in this Agreement. Any grievances and matters resolved with the Employer or its representatives shall be final and binding upon the employees, the Union and the Employer.
- D. Except with the express prior agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Union activities whatsoever. All grievance procedures and investigations by the Union will be conducted during times which do not interfere with the employee's assigned duties. It is understood and agreed that if at any time, and by prior mutual agreement with the Employer, such procedures are handled within the time of normal assigned duties (for which the employee would otherwise be compensated) the employee(s) involved shall suffer no loss of pay.
- E. The Union shall have access to designated bulletin boards in the work areas of employees covered by this Agreement. Postings by the Union shall be limited to its official notices which shall be signed by either the International Representative or the Grievance Chairman.
- F. The Union shall be allowed the use of School facilities for its official meetings in accordance with the Employer's policies and regulations for usage by employee organizations.

## **ARTICLE 5 GRIEVANCE PROCEDURE**

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

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

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

B. Written grievances as required herein shall contain the following:

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

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

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

- C. The term "days" as used herein shall mean work days on which the District's central administrative offices are open. Time limits may be extended only upon mutual written agreement of the parties. The Employer declares its intention to answer grievances presented by the Union within the time limits specified in this Article. Any grievance not answered within the time limits by the Employer may be advanced to the next step by the Union. Any grievance not pursued by the Union or employee (as applicable) within the time limits shall be deemed settled on the basis of the Employer's last response.

- D. Any employee having a grievance shall first take up the matter with his/her immediate supervisor.

If no satisfactory answer or disposition is received the complaint shall be processed as follows:

Step 1. The employee and/or the Steward shall within five (5) days after occurrence of the circumstance causing the grievance reduce the matter to written form and submit same to the employee's immediate supervisor or the Superintendent. The supervisor or Superintendent shall, within five (5) days, record his/her disposition on all copies of the grievance form and return a copy to the grievant, the Grievance Chairperson, and the International Representative.

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

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

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

- a. If the Union is not satisfied with the disposition of the grievance at Step 3, it may, within twenty (20) days after the decision of the Board refer the matter to arbitration by serving a written demand to that effect upon the Employer. Within ten (10) days after receipt of the arbitration demand by the Employer (or a longer period, if mutually agreed upon), the designated Employer representative and the Union Representative shall confer for the purpose of identifying a mutually acceptable arbitrator to hear the dispute. If an arbitrator is not selected as a result of such conference, the Union shall, within ten (10) days after the expiration of the above period, file a demand for arbitration with the Federal Mediation and Conciliation Service for appointment of an arbitrator from a list of at least seven arbitrators residing in Michigan.
- b. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum established in Step 4 is intended to exclusively and finally resolve disputes between the parties over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.
- c. Powers of the arbitrator are subject to the following limitations:

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

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

#### **ARTICLE 6 PROBATIONARY PERIOD**

- A. A newly hired bargaining unit member shall be on probationary status for sixty (60) work days, taken from and including the first day of regular employment. However, the Employer has the right to extend the probationary period for an additional thirty (30) work days, on an individual basis, upon notice to the probationary employee and with the consent of the Union. This notice shall state the reason for the extension. Any time prior to the completion of the probationary period, the employee may be disciplined and/or discharged, for any reason, without appeal. Probationary bargaining unit members who are absent during their probationary period shall work additional days equal to the days absent in order to complete their probationary period. Such employees shall not have completed their probationary period until these additional days have been worked.
- B. Upon satisfactory completion of the probationary period, the bargaining unit member's seniority date shall be retroactive to the first working day in the job classification in which probationary service was completed. At that time, the bargaining unit member's name shall be entered on the seniority list, as provided in Article 7 of this Agreement.
- C. During the probationary period an employee shall not be eligible for any benefits (i.e. paid leave and insurance coverages) under this Agreement.

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

## ARTICLE 7 SENIORITY

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

The seniority classifications recognized under this agreement shall be:

1. Bus Driver
2. Custodian
3. Lead Custodian
4. Maintenance Person

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

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

Seniority in classification shall be as of the date of entry into that classification, except for a probationary employee, in which case seniority shall be credited retroactively to the employee's first day of work upon completion of the probationary period, as specified in Article 6 of this Agreement.

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

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

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

The parties recognize that during the negotiations for their initial collective bargaining agreement extensive efforts were made to fairly and objectively determine the order of placement on the seniority list where one or more bargaining unit members had the same date of initial hire with the Employer. The seniority provisions and priorities established above shall consequently be regarded by the Employer and the Union as operating prospectively only from the date of ratification of their initial collective bargaining agreement and shall not relate to any period of employment by any bargaining unit member prior to such date of ratification.

- C. Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall accumulate seniority while the employee works in the non-unit position for a period of one (1) year from the time of promotion or transfer. After the one (1) year period, the transferred or promoted employee shall retain previously accumulated seniority but shall no longer accumulate seniority.
- D. An employee's seniority and employment shall terminate if:
1. The employee resigns (including retirements); or
  2. The employee is discharged; or
  3. The employee fails to return to work within five (5) working days after receiving notice of recall under the procedures set forth in Article 8 of this Agreement without submitting an excuse acceptable to the Employer. Allowances will be made for unforeseeable and verified emergency situations; or
  4. The employee is absent from work for three (3) consecutive working days without advising the Employer of a reason acceptable to the Employer for such absence (this shall not be construed as a limitation upon the Employer's right to impose discipline

for any unexcused absence). Allowances will be made for unforeseeable and verified emergency situations; or

5. The employee does not return from a leave of absence within three (3) working days after the leave expires without advising the Employer of a reason acceptable to the Employer. Allowances will be made for unforeseeable and verified emergency situations; or
6. The employee gives a false reason in requesting a leave of absence or places false information on his/her application for employment; or
7. A settlement with the employee has been made for separation from employment; or
8. The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding the length of such employee's employment or twenty-four (24) calendar months.

## **ARTICLE 8 LAYOFF AND RECALL**

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

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

1. "Seniority" shall be defined as in Article 7 ¶A of this Agreement.
2. "Certification" shall be defined as possession of all valid licenses (e.g. chauffeurs license, mechanics license, CDL/group designation, passenger vehicle endorsement) and state-issued certificates appropriate for the assignment. Bus Drivers shall have completed initial and continuing courses in school bus safety education as well as any required on-road skills tests.



3. "Ability" shall include: physical ability; mental ability; capacity to successfully provide service, including consideration of evaluations and work records; satisfying all standards contained in Regulations issued to implement the Omnibus Transportation Employee Testing Act of 1991; not being cancelled or qualified for coverage on the Employer's standard fleet insurance policy; not being convicted of any offense specified in Section 53(4) of the Pupil Transportation Act or any other offense indicative of unfitness to provide services to students.
- C. Probationary employees in a classification being reduced shall be laid off first. When the Employer determines to further reduce the size of the work force in a seniority classification, employees in that seniority classification shall be reduced in order of least seniority, provided that there are more senior employees within that seniority classification remaining who possess the certification and ability required to perform the assignments vacated by the least senior employee(s) in the classification.
- D. The Employer shall recall seniority employees from layoff according to seniority within the classification of the vacant assignment(s), provided that the recalled employee is certified and able (at the time of recall) to perform the available work. The Employer shall not be required to post any vacancy occurring when there is a bargaining unit member of layoff status having the requisite classification seniority, certification and ability to fill that opening. However, prior to recalling a laid off employee (as described above) the Employer shall canvass actively employed bargaining unit members having greater seniority in the same classification to determine their interest in the vacant assignment.
- E. Notices of recall shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address as shown on the Employer's records. It shall be the bargaining unit member's responsibility to keep the Employer notified of his/her current mailing address. The recall notice shall state the time and date on which the employee is to report to work. A recalled employee shall be given five (5) working days from receipt of a recall notice to report to work. The Employer may fill the open position on a temporary basis until the recalled employee is scheduled to report for work. A bargaining unit member who declines recall to perform work for which he/she is certified and able to perform under this Agreement shall forfeit his/her seniority rights under this Agreement and shall be considered a quit.
- F. A bargaining unit member who is paid unemployment compensation benefits during the summer months chargeable to the Employer and who is subsequently employed in the bargaining unit at the beginning of the ensuing school year shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for the ensuing school year had he/she not received unemployment compensation benefits during the summer months.

## ARTICLE 9 ASSIGNMENT

- A. Five (5) work days shall constitute a normal work week with the interval commencing Monday A. M. through Sunday P.M. Working hours, shifts, and schedules shall be established by the employer. Upon mutual agreement between the Union and the Employer, an annual letter of understanding will allow custodians to work four (4) ten hour days during periods when school is closed for one week or more.
- B. Bus Drivers
1. Prior to the commencement of the school year, any vacant regular bus runs will be posted. Drivers shall have the right to bid by classification seniority, certification and ability for vacant runs. Bids for vacant bus runs shall be made known to the Employer on or before ten (10) days prior to the beginning of school at a meeting held by the Employer. All bidding shall be completed and routes assigned by at least five (5) days prior to the beginning of school.
  2. If a vacancy on a bus run occurs after the beginning of the school year, the Employer shall have the right to utilize a substitute for up to thirty (30) work days. On or before the thirty (30) day limitation, the bus supervisors shall contact each bus driver by seniority to determine interest in the vacant run. Any vacancies resulting from awarding of the initial vacancy or succeeding vacancies shall likewise be bid in a similar fashion. Bus drivers from both garages are eligible to bid on all vacant runs. Bids will be awarded on the basis of classification seniority, certification and ability as those terms are defined in Article 8 of this Agreement.
  3. The Employer reserves the right to reassign buses and/or runs based on District needs.
  4. Extra trips are defined as any out of district trips other than a regularly scheduled bus run transporting students to and from off site academic programs (such as vocational education and/or special education) and mini-trips. Extra trips shall be assigned to each bus garage on an alternating basis. Extra trips shall be assigned by classification seniority on a rotating basis to bus drivers whose regular runs normally depart from the bus garage to which the extra run has been assigned. The following specific procedures shall apply to the assignment of extra trips:
    - (a) Extra trips will normally be posted and drivers must sign the list by the designated time to bid on the extra trip. The parties recognize that the Employer may receive late orders for extra trips. In such event, the Employer shall attempt to follow rotation, provided drivers having rotation priority are

available for extra trips.

- (b) Extra trips shall be allocated among the drivers on a rotating basis, with the initial rotation on the basis of classification seniority. Drivers shall either sign up for an extra trip or cross off at least 48 hours prior to the time the trip leaves the garage. If a driver having rotation priority declines by crossing off, he/she goes to the end of the rotation. If the driver eligible for the trip does not indicate their choice 48 hours prior to the time the trip would leave the garage, their name will be crossed off and the next driver in the rotation would be eligible to take the trip. Saturdays and Sundays will not be counted in the 48 hour period.
- (c) In the event that there is a late order for an extra trip (meaning it was not posted at least two days in advance), the assignment shall be given to the next available driver having rotation priority. However, drivers declining these trips shall not forfeit their place on the rotation.
- (d) Drivers are to honor their signatures when accepting extra trips. If not, they shall be excluded from all extra trips for a one (1) week period, except in emergency conditions approved by the Employer. In the case of a driver having an emergency so as not to be able to drive the run, he must notify the Employer at the earliest possible time to be excused. If a driver accepts an extra trip assignment and later indicates that he cannot fulfill this obligation, the extra trip shall be allocated to the next driver having priority on the rotation, provided such driver is available for assignment. If the Employer is unable to contact such driver, the trip shall be assigned to an available driver.
- (e) Postponement or cancellation of extra trips that have been bid upon shall be handled as follows:
  - (1) If the postponement or cancellation takes place by the end of the day preceding the day of the extra trip, the driver shall have the option of signing up for the next available extra trip that has not already been bid upon by another driver.
  - (2) If the postponement or cancellation takes place on the same day as the extra trip was scheduled and the driver is able to complete their regular runs, they will be assigned the next available extra trip that has not already been bid upon by another driver. If the cancellation occurs so that the driver cannot complete his/her regular run, he/she shall be compensated for that missed regular run.

- (f) In the event that a driver is absent, other drivers from the same garage may be assigned the absent drivers run(s) on a classification seniority basis, provided that the bus driver would not have to give up any part or all of their regularly scheduled assignment to accept such runs. These assignments may be on a rotating seniority basis or they may be assigned on an annual "driver for driver" basis (driver A always subs for driver B, driver C always subs for driver D, etc.). The method of assignment may be made at the discretion of the bus drivers assigned to each garage. Their decision is valid for the entire school year and is irrevocable.
- (g) Driver(s) reporting for a cancelled trip scheduled on a week-end or a no school day will be paid for one hour of show up time at the extra trip rate unless notified at least one hour prior to the scheduled departure time of the trip.

C. Custodians

- 1. Vacancies shall be posted for five (5) work days before being filled. The posting shall indicate the classification, shift and wage scale.
  - 2. After the expiration of the posting period the Board may fill the position by transfer of an employee within the classification or by awarding the position to another applicant. In making the decision to award the position to an applicant, the Board will consider the certification, job classification, disciplinary record, qualifications, skills, abilities, experience and seniority (if any) of the applicants. The decision of the Board in filling the position shall be final, and shall be subject to the grievance procedure only upon a claim that the Board's decision is arbitrary or capricious.
  - 3. Employees desiring to apply for a vacancy must make written application within the posting period.
- D. A "vacancy" shall be defined as a newly created position within a classification in this bargaining unit or a present position in this bargaining unit which becomes vacant by reason of the permanent separation (resignation, death, discharge) of the bargaining unit member formerly in that position.
- E. An employee who is awarded a vacant position shall be granted a trial period to determine:
- 1. The person's ability to perform the job competently; and
  - 2. The person's desire to remain on the job.

This trial period shall be twenty (20) work days when the vacancy awarded is in the same

classification and thirty (30) work days when an existing bargaining unit member is awarded a vacancy in a different classification under this Agreement.

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

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

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

#### **ARTICLE 10 UNPAID LEAVES OF ABSENCE**

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

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

- B. Leaves requested due to illness or disability must be accompanied by a medical certificate that the employee is unable to work and the physiological and/or psychological reason(s) therefor. Medical statements shall be by a medical doctor (M.D.) or a doctor of osteopathy (D.O.). The Employer shall have the right to independent medical verification at the time of

the leave request and/or before the employee is permitted to return to work (at the Employer's expense), or may first allow such verification from the employee's physician prior to deciding whether to seek a second opinion.

1. Medical leaves may be extended for a period of time necessary for complete recovery, but not to exceed twelve (12) calendar months. Renewal of leave shall be at the discretion of the Board.
- C. Unpaid leave (other than medical) shall not exceed a total of three (3) calendar months, or the end of the school year, whichever comes first (unless an eligible employee qualifies for a longer leave period under the Family and Medical Leave Act). However, exceptions to this requirement may be jointly agreed upon by the Union and the Employer.
- D. All leave requests shall state the exact date on which the leave is requested to commence and the exact date on which the employee is to return to work, subject to approval of the Employer.
- E. During an unpaid leave of absence:
1. The employee may not seek work elsewhere unless agreed to by the Employer.
  2. The employee must take the leave for the reason so stated on the application.
  3. Employees shall not return to work prior to the expiration of said employee's leave unless otherwise agreed to by the Employer. The employee must submit written notification of return to work at least five (5) working days prior to the scheduled date of return.
  4. Employees shall return to work from a leave on the date scheduled, but in no event later than three (3) days after the scheduled expiration date if an extension has been granted, in advance, by the Employer.
  5. Failure to comply with 1-4 (above) may lead to disciplinary action to and including loss of seniority and discharge, subject to the grievance procedure except for probationary employees.
- F. Time spent on unpaid leave shall not be counted as time worked for purposes of overtime payments/eligibility, paid leave accrual, or for seniority accrual [where the unpaid leave exceeds ninety (90) work days]. The effect of unpaid leaves of absence upon eligibility for longevity and the retirement stipend shall be as defined in Appendix A of this Agreement.
- G. Upon return to work from a leave of absence, such employee shall be re-employed in the seniority classification to which the employee was assigned at the time leave was taken and

at the prevailing rate of pay for that job, subject to all provisions of this Agreement.

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

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

## **ARTICLE 11 PAID LEAVE**

### A. Sick Leave

1. After successful completion of their probationary period, bargaining unit members will be credited with one day of sick leave for each full month of service to be performed during the remainder of the contract year (July 1-June 30). Thereafter, year on July 1 of each year, bargaining unit members will be credited with one day of sick leave for each full month normally worked in a contract.
2. Unused sick leave may be accumulated from year to year up to a maximum of one hundred (100) days. Upon retirement from Morley Stanwood Community Schools, the employee will receive \$15 per day of unused sick leave to a maximum of 50 days.
3. Probationary employees shall be ineligible for sick leave.
4. A sick leave day shall be credited as a unit of time equal to the number of hours or runs that an employee works during the preceding month of employment, excluding extra runs. If an employee uses sick leave, they will be paid according to the regular runs missed on that day. Regular runs would include any routes that would have been conducted on that day such as career center, preschool, special education, transfers, etc., but would exclude extra trips such as field trips or athletic events.

5. Bargaining unit members may utilize sick leave for any of the following reasons:
  - a. Any physical or mental condition which disables an employee from rendering services.
  - b. Emergency medical, dental, or health care which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
  - c. Bargaining unit members absent as a result of a condition covered by Workman's Compensation and sustained while performing duties as an employee of this district may use available sick leave and/or vacation leave or may take these days without pay.
6. Sick leave shall be used in either full or one-half day increments, upon proper notification to the employee's immediate supervisor.
7. In order to be eligible for payment of sick leave, a bargaining unit member must notify the Employer of absence as soon as practicable prior to the start of any runs or shifts to which the bargaining unit member is assigned. Within twenty-four (24) hours of return to work, the bargaining unit member shall complete and sign the form provided by the Employer for recording the use of sick leave.
8. The Employer may require that any employee applying for use of sick leave for any particular day(s) or absence procure a doctor's certification of illness or disability for the day(s) absent. Such certification shall be mandatory for all absences of more than three (3) consecutive work days. Unauthorized failure to obtain such certification shall constitute a sufficient basis for denial of use of sick leave and/or for disciplinary action.
9. The Employer may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Employer for purposes of: verifying an employee's eligibility for leave under any provision of this Agreement; to evaluate fitness for duty where the Employer has reasonably founded concerns related to job performance or safety; to comply with state and/or federal statutes requiring periodic examinations; or to assess an employee's fitness for return to duty. The Employer shall pay the cost of any physical or mental examination required under this section.

B. Emergency/Personal Business Leave

1. Each year two (2) days shall be granted for the purpose of conducting personal business which cannot normally be carried on before or after work hours or on



weekends. Probationary employees shall be ineligible for accrual or use of personal business leave.

2. Notification of desire to take a personal business leave day shall be filed in writing with the employee's immediate supervisor at least 48 hours in advance of the beginning of the leave day, except in cases of emergency when shorter notice is acceptable. The leave request shall include the signature of the employee. In so signing, the employee is providing written testimony that the request for leave complies with the terms of this agreement.
3. Personal business leave shall not be used for recreation, engaging in other work, or for vacation. Such days shall not be taken immediately before or after a school holiday, vacation or recess period.

C. Bereavement Leave

1. A maximum of three (3) days of leave per occurrence shall be granted for death in the bargaining unit member's immediate family (defined as: spouse, parent, stepparent, parent-in-law, grandparent, child, stepchild, grandchild, sibling or stepsibling). Up to one (1) day per occurrence shall be granted for other relatives (defined as: aunt, uncle, niece, nephew, sibling-in-law, or stepgrandparent). Extensions of time of up to two (2) additional days may be requested of the Employer, with such additional time to be deducted from sick leave or taken as unpaid days, if sick leave has been exhausted.

D. Jury Duty or Court Appearance Leave

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

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

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

days for which he claims payment.

## ARTICLE 12 HOLIDAYS

- A. The following shall be considered as holidays for the purpose of this Agreement. Only full-time bargaining unit members in the Custodian classification are eligible for holiday pay.
1. New Years Day
  2. Good Friday (if school is not in session)
  3. Memorial Day
  4. Fourth of July
  5. Labor Day
  6. Opening Day of Deer Season (if school is closed for pupils on this day)
  7. Thanksgiving Day and Day after
  8. Christmas Day
  9. Two extra days to be scheduled during Christmas break.
- If any of the above holidays falls on a Saturday or Sunday, the Employer shall designate another day as the holiday.
- B. To be eligible for holiday pay, an employee must:
1. Have seniority as a custodian under Article 7 of this Agreement on the date the holiday occurs.
  2. Have worked in full the Employer's regularly scheduled work day immediately prior to and the Employer's regularly scheduled work day immediately subsequent to the holiday, unless either or both of the above requirements are waived in the discretion of the Employer.
  3. Be otherwise scheduled to work on such day if it had not been observed as a holiday.
- C. No holiday for which an employee is paid and during which the employee did not work shall be considered or treated for purpose of any overtime calculation as time actually worked by such employee.
- D. Holidays occurring during leaves of absence of any sort or layoffs, bereavement leave, sick leave, personal leave or inclement weather days are not compensable.
- E. Employees covered by this Agreement who do not work on the holidays designated above and who satisfy the eligibility requirements set forth above, shall be compensated for such

holiday based on the number of regular hours worked on the last work day immediately preceding the holiday, excluding any overtime. If the employee has received a waiver of eligibility under paragraph B(2), above, his/her holiday pay shall be based on the number of regular hours worked on his/her last work day immediately preceding the holiday, excluding any overtime.

- F. Bus Drivers shall be entitled to pay for Thanksgiving Day and Christmas Day beginning in 1998. In order to receive this pay, Bus Drivers must otherwise meet the eligibility requirements of this Article.

### **ARTICLE 13 VACATIONS**

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

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

For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day. Holidays, paid sick days, and vacation days shall be regarded as hours of service for purposes of determining vacation eligibility.

- B. Employees shall not be eligible for vacation until their first anniversary date of employment with the Employer in the Custodian classification. Vacation eligibility shall be on each employment anniversary date thereafter in yearly (12 month) periods. Vacation time can only be used after it is accrued on the employee's anniversary date. Vacation time shall not be accumulative and must be taken in the year it is accrued.
- C. Effective with an employee's 1996 anniversary date of employment, bargaining unit members who were previously in the Bus Driver classification and who later became members of the Custodian classification shall receive credit for one-half their "years" of full-time employment in the Bus Driver classification with Morley-Stanwood Community Schools for purposes of determining their vacation allotment as a Custodian. Example: The employee served two years as a full-time regularly employed bus driver with Morley-Stanwood Community Schools and has since been employed for two years as a Custodian. This person, after their second anniversary date of hire as a Custodian, would have three "years" of employment and would receive ten days of vacation.

- D. Vacation time is arranged with the employee's immediate supervisor and must be requested, in writing, at least five (5) work days in advance unless shorter notice is acceptable to the immediate supervisor. Due to various considerations, vacation time may not be allowed at the time requested and should normally be scheduled during the summer months. A maximum of ten vacation days per year may be taken by an employee on dates when school is in session for students. If more employees request to use vacation time than can be spared at a certain time, preference shall be given to the employee(s) making the earliest request for vacation time. Any ties will be resolved on the basis of seniority. The total needs of the school system must be considered before individual considerations.

## **ARTICLE 14 INSURANCE**

### A. Hospitalization Insurance

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

1. A bargaining unit member in the Bus Driver classification shall be eligible to have single subscriber health premiums paid on his/her behalf for the Blue Cross/Blue Shield "4-point" plan provided that the Bus Driver is scheduled to drive a minimum of two regular bus runs per day, five days per week, on a regular basis.
2. A bargaining unit member in the Custodian classification shall be eligible to have health premiums paid on his/her behalf and for eligible dependents for the Blue Cross/Blue Shield "4-point" plan, according to the following schedule:

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

3. Effective July 1, 1998 and for the duration of this agreement, the Employer shall pay up to a 10% increase for health insurance premiums over the previous years rates. The employee will be responsible for any increases exceeding ten percent (10%) up to a limit of fifteen percent (15%). The Employer will be responsible for increases exceeding fifteen percent (15%) up to a limit of twenty percent (20%). If, during the life of this agreement, the health insurance rate increase exceeds twenty percent (20%), the portion paid by the employee will be subject to negotiation between the Employer and the Union. Whenever possible, any employee amounts owed will be payroll deducted. A sample calculation is shown in the letter of understanding attached to this agreement.

4. Bargaining unit members who waive health insurance coverage, in writing, shall be eligible to receive a cash payment equal to one-half of the premium that would otherwise be paid on their behalf, to a maximum of the single subscriber health premium rate. This will become effective Oct. 1, 1996.

B. Life Insurance

The Employer will make premium payments on behalf of all regularly employed full-time Bus Drivers and Custodians (excluding probationary employees) for term life insurance group coverage, ABL: \$5,000, AD & D: \$5,000.

C. Dental Insurance

The Employer will make premium payments on behalf of all regularly employed bus drivers for Delta Dental Plan CO/3 (50/50/50-\$1000) and on behalf of all regularly employed custodians for Delta Dental Plan 60/60/50-\$1000.

D. Vision Insurance

The Employer will make premium payments on behalf of all regularly employed Bus Drivers and Custodians for MESSA VSP-2 vision insurance.

- E. The Employer shall not be required to remit premiums for any insurance coverages on behalf of a bargaining unit member if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

- F. The terms of any insurance contract or policy issued by an insurance underwriter carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefit, eligibility, coverage, termination of coverage, and other related matters. The bargaining unit member is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Employer, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Employer's failure to remit contractual premium amounts required of it.

- G. Bargaining unit members who are enrolled, at their option, in any hospitalization or medical insurance coverage from any outside source shall not be concurrently eligible for health premium contributions by the Employer as set forth in this Article.

- H. When employment is interrupted by layoff, discharge, quit, retirement, leave of absence (other than leaves taken by an eligible employee under the Family and Medical Leave Act) or any other reason, all insurance coverage continues only for the balance of the month in which

such termination occurs.

- I. When leave is taken by an eligible employee under the Family and Medical Leave Act, the Employer will continue premium payments for health coverage (medical, dental, optical-as applicable) for up to twelve (12) weeks. Employees are responsible for payment of their portion of premium for the above coverage(s) during the leave interval. Payment shall be made on or before the date when such premium amounts would be deducted from the wages (or would otherwise be payable) by employees not on leave status. If an employee on leave is in arrears by thirty (30) days or more with regard to his/her share of premium payments, the Employer shall have the right to either cancel coverage (after proper notice to the employee) or to make full premium payments on behalf of the employee for the balance of the twelve (12) week leave interval, subject to the Employer's right to recover such excess premium amounts from the employee.

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

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

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

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

**ARTICLE 15**  
**WORKING CONDITIONS**

- A. The wage scale of all employees covered by this Agreement is set forth in Appendix A, which is attached to and incorporated in this Agreement. The Employer will place employees on the wage scale in accordance with the length of service of each employee in the respective job classification.
- B. Bargaining unit members in the Bus Driver classification shall receive their regular rate of pay for days of student instruction which are cancelled because of inclement weather, fires, epidemics, mechanical breakdowns or health conditions provided that such days or hours need not be rescheduled in order for the Employer to incur no loss of state aid and to fully comply with the requirements of law and the Michigan Department of Education.

Bus Drivers shall be excused from reporting and will not be paid for scheduled days/hours of student instruction which are not held because of inclement weather, fires, epidemics, mechanical breakdowns or health conditions (as defined by city, county, or state health authorities) which must be rescheduled to insure that there are a minimum number of days and instructional hours prescribed by Michigan law for the District to receive full state aid. Bus Drivers who are required to work on rescheduled days of student instruction, which are established by the District, will be paid at their regular hourly rate for those services.

Bargaining unit members in the Bus Mechanic and Custodian classifications shall not be required to report to work and shall receive their regular rate of pay when schools are closed due to the above conditions. These employees shall work on the rescheduled day(s)/hours. Head Custodians are required to report to work when schools are closed due to the above conditions.

- C. Supervisory employees (two Transportation Supervisors and one Buildings and Grounds Supervisor) may properly be utilized to perform bargaining unit work to the extent that such work is being performed by supervisory personnel at the execution of this Agreement. Without limitation of the above, supervisors shall likewise be permitted to perform bargaining unit work to instruct or train employees, to fill personnel shortages, or to make assessments of work times or efficiencies.
- D. All Bus Drivers, as a condition of continued employment, must pass required physical examinations as well as alcohol and controlled substance testing under the Omnibus Transportation Employee Testing Act and its Regulations. Physical examinations and drug/controlled substance testing shall be accomplished by Employer-designated providers and shall be paid by the Employer. Failure of a Bus Driver to meet these standards shall be grounds for immediate dismissal.

- E. Bus Drivers must satisfy all certification and training requirements adopted by the United States, the State of Michigan and the Employer. The Employer shall pay the cost of the Chauffeur's license, appropriate vehicle group designation and appropriate vehicle endorsement required for performance of assigned duties. If a Bus Driver resigns from employment (other than due to retirement) within the lifetime of the license, vehicle group designation or vehicle endorsement the driver shall have deducted from his/her final check, a pro rated share of the cost of the license, group designation and/or endorsement based upon the number of years remaining on said license, group designation or endorsement.
- F. Exclusion from coverage on the Employer's fleet insurance policy shall be grounds for immediate dismissal.
- G. Bus drivers who work on an extra trip of four (4) hours or more shall receive one (1) hour of pay at the extra trip rate as reimbursement for a meal. Should the trip be eight (8) hours or more, two (2) hours at the extra trip rate shall be paid for the above purpose.
- H. In the event that bus runs are delayed due to fog, ice, snow, other inclement weather conditions or similar emergency, the Employer shall telephone a person in the Bus Driver classification at each garage (designated by the Union) by 6:00 a.m. to advise him/her of the delay. That designated person shall then initiate a telephone fan-out system which will notify all bargaining unit members within the Bus Driver classification at that garage of the delay and further advise them of the rescheduled reporting time. Bus Drivers shall be available by phone to receive contact through the fan-out system, as described above. Bus Drivers are responsible for leaving a current phone number where they may be reached for these purposes.
- If notice is not given as specified above and the Bus Driver has otherwise met the conditions described above, bargaining unit members in the Bus Driver classification who report to work shall be paid one (1) hour pay at the extra trip rate.
- I. The parties recognize that the Employer will have occasional need to assign Bus Drivers to "mini-trips" for purposes such as vehicle maintenance and transporting pupils between school buildings within the District (other than through regularly scheduled runs or regular shuttles). These assignments shall be made from the extra trip list, in each garage, with the driver first on extra trip rotation having the first opportunity to take the "mini-trip". Refusal of a "mini-trip" shall not affect the rotation of the driver for extra trips, according to the procedures specified in Article 9. In circumstances involving short notice, the Employer has the right to assign this work to any available Bus Driver.
- J. Bus Drivers may, with prior notice to their Supervisor, transport one (1) of their own children (at least five years old) on an extra trip, provided there is room on the bus and that the driver fulfills all of his/her job responsibilities.



- K. In the event of a bus breakdown or student discipline conference extending fifteen (15) minutes or more beyond a Bus Driver's regular hours, he/she shall be paid at the extra trip rate for all time in excess of that fifteen (15) minutes.
- L. Bargaining unit members working half-time (20 hrs. per week) as Custodians shall receive pro-rated (half) vacation, holidays, sick leave and insurance as provided under this Agreement.
- L. Bus Drivers and Mechanics required to undergo testing for controlled substances or alcohol shall be paid at their regular rate for the time necessary for that testing. Bus Drivers shall be compensated at their regular run rate if that work is missed due to controlled substance and/or alcohol testing. Any time in excess of one and one-half (1.5) hours will be paid at the extra trip rate.

**ARTICLE 16  
STRIKES AND LOCKOUTS**

- A. The Union agrees that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike. "Strike" shall be defined to include slow downs, stoppages, sit-ins, boycotts, work stoppages of any kind, the concerted failure to report for duty, the willful absence from one's position or assignment, or abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any facilities of the Employer.
- B. In the event of a strike or any other work curtailment, by the Union or the employees covered hereunder during the term of this Agreement, the Union by its officers, agents and stewards shall immediately declare such work stoppage, or other curtailment to be illegal and unauthorized in writing to the employees and other said employees in writing to stop said conduct and resume full services. Copies of such written notices shall be served upon the Employer.
- C. Violation of this Article by any employee or group of employees may constitute adequate cause for imposition of discipline or other penalties deemed appropriate by the Employer.
- D. The Employer agrees that during the life of this Agreement there shall be no lockouts of employees.

**ARTICLE 17**  
**GENERAL CONDITIONS**

- A. There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding upon either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union as either an amendment to this Agreement or as a Letter of Understanding signed by both parties.
- B. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted hereunder.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated but on which no agreement was reached.

**ARTICLE 18**  
**SEPARABILITY AND SAVINGS**

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

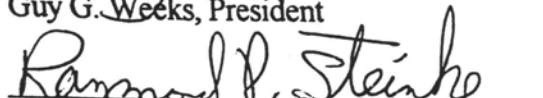
In the event that any Article or section is held or becomes invalid or enforcement of or compliance with has been restrained as set forth above, the parties shall enter into negotiations (to the extent that such negotiation is permitted by law), upon the request of either party, for the purpose of arriving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

**ARTICLE 19  
TERMINATION**

- A. This Agreement shall be effective as of ratification by both parties and, with the exception of Appendix A which is subject to reopening at the end of the second year, shall remain in effect through June 30, 2001. It will automatically renew itself for one year unless either party notifies the other party, in writing, not less than sixty (60) days prior to the expiration date. Notice shall be sent by certified mail to the respective addresses and negotiations shall begin within thirty (30) days after the receipt of the notification.

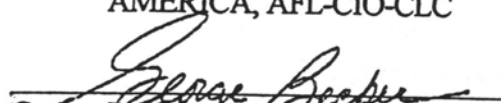
FOR THE EMPLOYER  
MORLEY STANWOOD COMMUNITY SCHOOLS

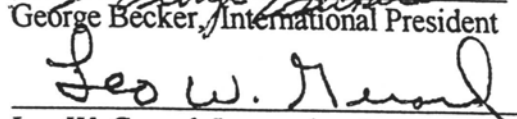
  
Guy G. Weeks, President


  
Raymond P. Steinke, Secretary

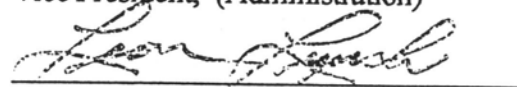
  
Michael C. Colby, Superintendent

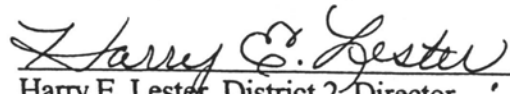
FOR THE UNION  
UNITED STEELWORKERS OF  
AMERICA, AFL-CIO-CLC

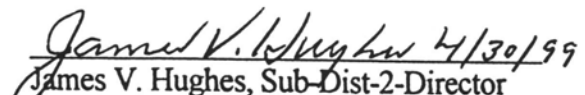
  
George Becker, International President

  
Leo W. Gerard, International  
Secretary/Treasurer

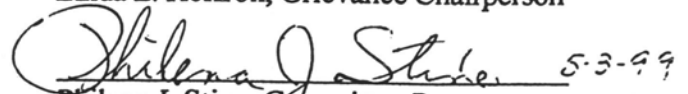
  
Richard H. Davis, International  
Vice President, (Administration)

  
Leon Lynch, International Vice-  
President, (Human Affairs)

  
Harry E. Lester, District 2, Director

  
James V. Hughes, Sub-Dist-2-Director

  
Linda L. Heffron, Grievance Chairperson

  
Philena J. Stine, Committee-Person

  
Clarence Harris, Committee-Person

**APPENDIX A  
WAGE RATES**

**1998-2000**

	<b>Custodian</b>		<b>Lead Custodian</b>		<b>Maintenance Person</b>	
	<u>1998-99</u>	<u>1999-00</u>	<u>1998-99</u>	<u>1999-00</u>	<u>1998-99</u>	<u>1999-00</u>
Probationary	\$9.98	\$10.23	\$10.13	\$10.38	\$12.74	\$13.06
Step 1	\$11.02	\$11.30	\$11.17	\$11.45	\$13.77	\$14.11
Step 2	\$11.73	\$12.02	\$11.88	\$12.17	\$14.47	\$14.83
Step 3	\$12.45	\$12.76	\$12.60	\$12.92	\$15.17	\$15.55
Step 4	\$13.17	\$13.50	\$13.32	\$13.65	\$15.87	\$16.27

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

**Bus Driver**

	<u>1998-99</u>	<u>1999-00</u>
Probationary	\$42.71	\$43.78
Step 1	\$43.16	\$44.24
Step 2	\$45.83	\$46.98
Step 3	\$48.46	\$49.67

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

	<u>1998-99</u>	<u>1999-00</u>
Preschool	\$23.88	\$24.48
Career Center*	\$35.54	\$36.43
High School P.M.	\$5.58 per day	\$5.72
Transfer	\$4.73 per day	\$4.85
Extra Trip Rate	\$8.93 per hour	\$9.15

Handicapped\*\* 1998-99 - \$35.00 per day plus \$1 for each handicapped student after the first.  
1999-00 - \$35.88 per day plus \$1.03 for each handicapped student after the first.

Any trips or special routes not specifically shown above will be paid at the extra trip rate. All delay, waiting, training, and breakdown time is paid at the extra trip rate.

4. LONGEVITY

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

5. RETIREMENT

After fifteen (15) years of service to the Employer, a bargaining unit member who resigns in order to retire shall receive a stipend in the amount of \$15.00 for each day of accumulated unused sick leave, to a maximum of thirty (30) days.

"Years of service", for purposes of eligibility for this stipend, shall be defined as in ¶ 4 for longevity.

## LETTER OF UNDERSTANDING

This letter stipulates that, pending the ratification of this tentative agreement by both parties, the following actions will be taken with regard to the position of lead custodian at the high school:

1. Within 30 days of the ratification of this agreement by both parties, the position of lead custodian at the high school will be posted.
2. Any employee in the custodial classification may bid on this position.
3. If more than one custodian should bid on this position, it will be filled by transferring one of the bidders in accordance with the decision-making guidelines contained in Article 9, C (2).

This letter of understanding is valid for the aforementioned position only, and is intended to provide the Union with written assurance that this position will be filled by a candidate from within the existing custodial staff. This letter should not be interpreted as an agreement by the Board that all future bargaining unit vacancies will be filled by bidders from the bargaining unit. This letter of understanding expires June 30, 1999.

### Sample Insurance Calculation

1. In this example, the rate increased more than 10% but less than 15%.

1997-98 Full Family Monthly Premium	\$435.22
10% of 1997-98 Rate	<u>+ 43.52</u>
Amount district would pay in 1998-99	\$478.74

Actual 1998-99 Monthly Premium	\$495.38
Amount district pays from above	<u>- 478.74</u>
Monthly amount payroll deducted	\$ 16.64

2. In this example, the rate increased more than 15% but less than 20%.

1998-99 Full Family Monthly Premium	\$495.38
10% of this rate	<u>+ 49.54</u>
Amount paid by district	\$544.92

1998-99 Full Family Monthly Premium	\$495.38
15% of the 1998-99 Rate	<u>+ 74.31</u>
Total	\$569.69
Minus amount paid by district	<u>- 544.92</u>
Monthly amount payroll deducted	\$ 24.77

District pays anything over 15% up to 20%. Increases over 20% require negotiations.

**APPENDIX A  
WAGE RATES**

**1999-01**

	<b>Custodian</b>		<b>Lead Custodian/Mechanic</b>		<b>Maintenance Person</b>	
	<u>1999-00</u>	<u>2000-01</u>	<u>1999-00</u>	<u>2000-01</u>	<u>1999-00</u>	<u>2000-01</u>
Probationary	\$10.23	\$10.54	\$10.38	\$10.69	\$13.06	\$13.45
Step 1	\$11.30	\$11.64	\$11.45	\$11.79	\$14.11	\$14.53
Step 2	\$12.02	\$12.38	\$12.17	\$12.54	\$14.83	\$15.27
Step 3	\$12.76	\$13.14	\$12.92	\$13.31	\$15.55	\$16.02
Step 4	\$13.50	\$13.91	\$13.65	\$14.06	\$16.27	\$16.76

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

**Bus Driver**

	<u>1999-00</u>	<u>2000-01</u>
Probationary	\$43.78	\$45.09
Step 1	\$44.24	\$45.57
Step 2	\$46.98	\$48.39
Step 3	\$49.67	\$51.16

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

	<u>1999-00</u>	<u>2000-01</u>
Preschool	\$24.48	\$25.21
Career Center*	\$36.43	\$37.52
High School P.M.	\$5.72	\$5.89
Transfer	\$4.85	\$5.00
Extra Trip Rate	\$9.15 per hour	\$9.42 per hour
Handicapped**	1999-00 - \$35.88 per day plus \$1.03 for each handicapped student after the first.	
	2000-01 - \$36.96 per day plus \$1.06 for each handicapped student after the first.	

Any trips or special routes not specifically shown above will be paid at the extra trip rate. All delay, waiting, training, and breakdown time is paid at the extra trip rate.

\*Includes waiting time at the career center.

\*\*Includes high school a.m. and p.m. if necessary.

**LETTER OF UNDERSTANDING**  
**between**  
**MORLEY STANWOOD COMMUNITY SCHOOLS**  
**and**  
**UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC**

**October 31, 2000**

**ADDENDUM TO ARTICLE 15 - WORKING CONDITIONS**


Note: This Letter of Understanding allows the employer to modify the job descriptions of the maintenance persons at the elementary school only. This right is specifically granted to the Employer under Article 2, Section 12. Because this is a change in the job description for these individuals, no vacancy has been created and no posting is necessary.

For the 2000-01 school year, maintenance persons at each elementary school will have snowplowing of the elementary school parking areas added to their regular assignment. Snowplowing may be performed during their regular shift, or may be performed in addition to their regular shift. When snowplowing is performed in addition to the regular shift, the standard overtime rate shall apply.

In addition to hourly compensation at the appropriate regular or overtime rate, the employer agrees to compensate these individuals for the use of their own personal vehicle for the purpose of snowplowing. This compensation shall be at a rate equal to the difference between the standard hourly overtime rate and \$45.

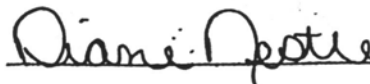
It is the responsibility of the employee to provide documentation that their personal vehicle insurance policy includes commercial liability coverage or that they have purchased separate commercial liability coverage. Without such documentation, this Letter of Understanding shall not apply.

For the Employer:



Date 11-13-00

For the Union



Date 11-3-00