

6/30/95

MASTER AGREEMENT

BETWEEN

MANCHESTER COMMUNITY SCHOOLS

AND

MANCHESTER EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

1992 - 1995

Manchester Community Schools

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

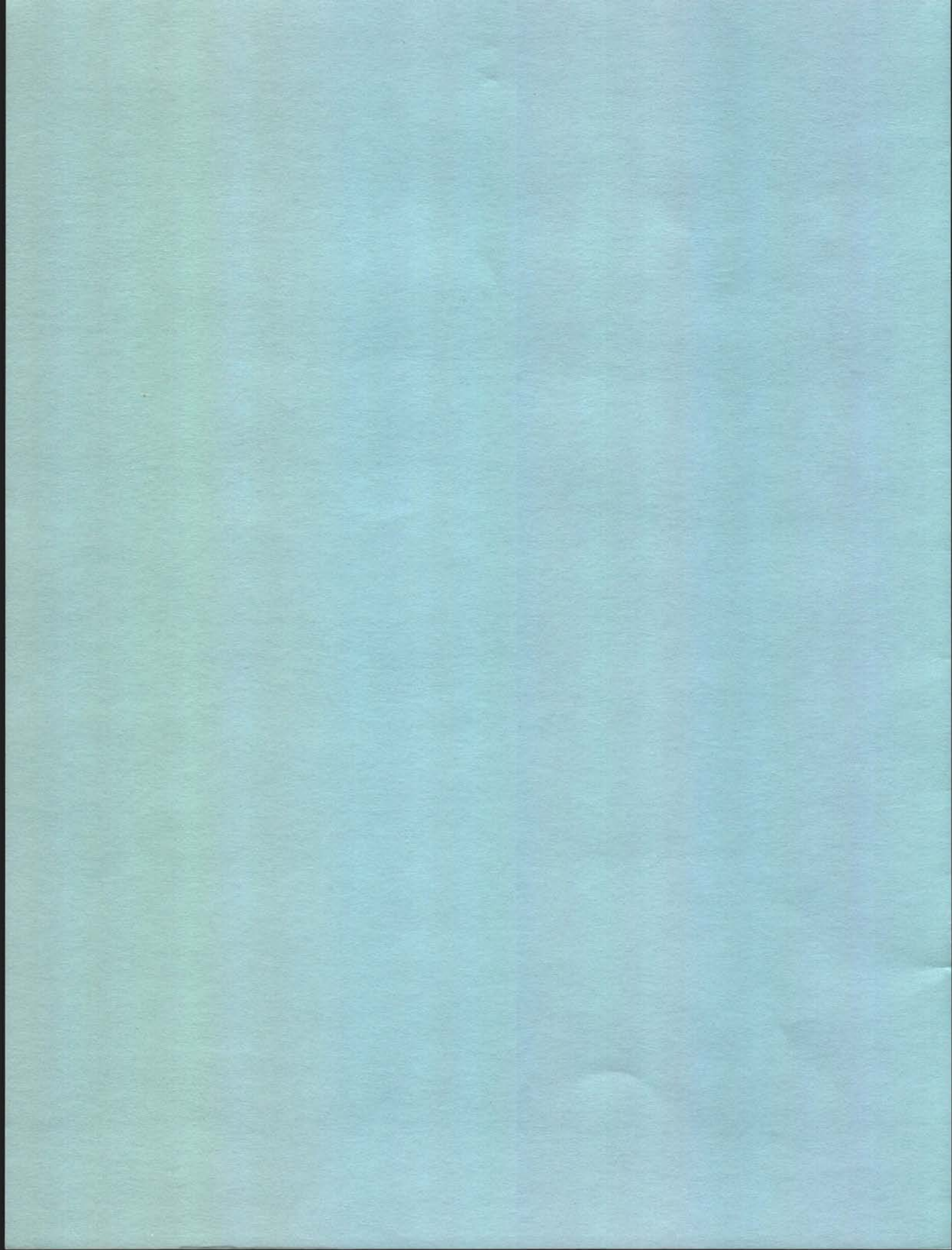


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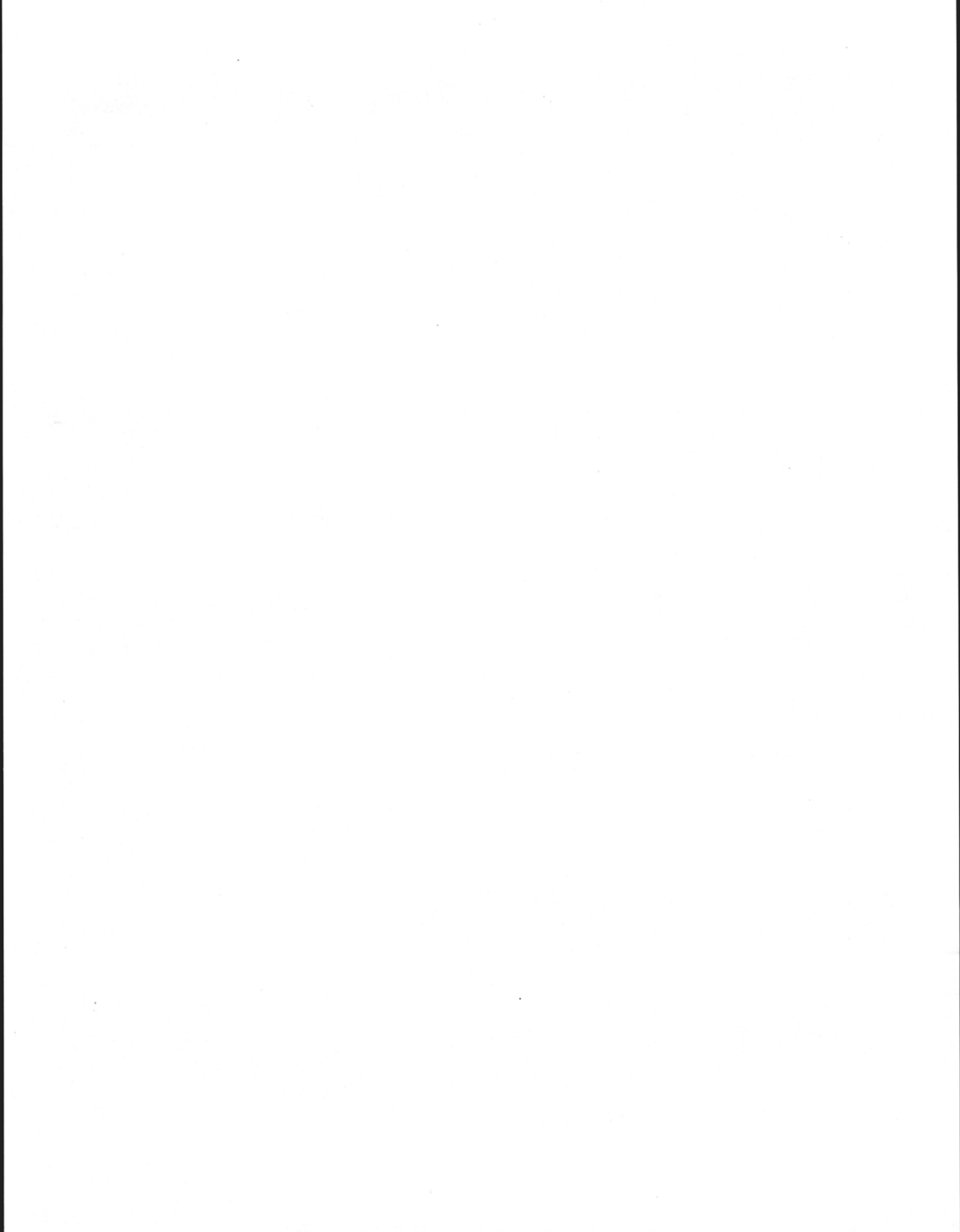
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ARTICLE 1 AGREEMENT

This Agreement is entered into by and between the Manchester Board of Education, hereinafter referred to as the "Employer" and the Manchester Educational Support Personnel Association, hereinafter referred to as the "MESPA" or the "Association," through its local affiliate.

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the recognition clause and references to the masculine gender shall include female employees.

ARTICLE 2 PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly have included herein a grievance procedure for the effective processing and resolution of such disputes.

ARTICLE 3 RECOGNITION

The District hereby recognizes the Association as the exclusive representative for all full-time and regularly scheduled part-time secretarial/clerical employees, aide/paraprofessional employees, food service and food service coordinator employees, mechanic and mechanic coordinator employees, custodial/maintenance employees, transportation employees, and groundskeeper employees.

Excluding supervisors, administrators, administrative assistant, secretary to superintendent, payroll supervisor, on-call substitutes, student employees, aides/groundskeeper hired on a seasonal basis and all other employees.

"Substitutes" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid) including sick leave, vacation and during the period of time required to post and fill vacancies, or substitute drivers used on a per diem basis when regular drivers are not available.

Regular drivers are defined as persons employed by the school district who are assigned to a regularly scheduled twice a day route.

ARTICLE 4 EMPLOYMENT STATUS DEFINED

A. The Employer and the Association recognize the following four (4) categories of employees:

1. Full time: An employee who is regularly employed at least thirty (30) hours per week, or at least sixty (60) hours per pay period on a regular basis.
2. Part time: An employee who is regularly employed less than thirty (30) hours per week, including a person who works a regular part-time schedule during the school year and a full-time schedule during the summer.
3. Probationary: An employee who is employed to fill a full or part-time position for a trial period of sixty (60) work days.
4. Substitute: A person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid) including sick leave, vacation and during the period of time required to post and fill vacancies, or substitute drivers used on a per diem basis when regular drivers are not available.

B. Temporary Employee

A person employed by the Employer to provide a service when help is needed and said job assignment or position is not of a permanent nature, and will not exceed ninety one (91) work days in duration. Temporary employees are not to be considered as members of the bargaining unit. Qualified available regular employees within the classification will be given first opportunity to perform temporary work that does not conflict with the employee's regular schedule.

C. Work Year

Except as provided in Article XII, Layoff and Recall, the normal regularly scheduled work year for regular school year employees will follow the student calendar and will be not less than the following:

Secretarial	202/207 days	Bus Driver	180 days
Paraprofessional	180 days	Food Svc/Coord.	180 days

ARTICLE 5 DISTRICT RIGHTS

All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions hereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, evaluate employees, assign work or extra 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 the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein, and subcontracting.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

ARTICLE 5 DISTRICT RIGHTS (continued [2])

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
12. To approve the means and methods of transportation, and the selection of vehicles and other transportation materials.
13. To determine bus assignments, and the duties and responsibilities of bus drivers.

ARTICLE 6 ASSOCIATION RIGHTS AND SECURITY

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

A. Bulletin Boards and School Mails

The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials, except that nothing of a derogatory nature toward the employer shall be posted. The Association shall also have the right to use the school mails to distribute Association material.

B. Use of Facilities and Equipment

The Association shall have the right to use, upon request, school facilities for meetings and school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use and will not interfere with the normal operation of the District. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

C. Association Representation

Employees shall be represented by Association Representatives, or in the absence of the regular Representative, by an Alternate. Both Representatives and Alternate Representatives shall be regular employees of the bargaining unit. The Association shall furnish, in writing, to the Employer, the names of Representatives and Alternate Representatives upon their election or appointment. The Representatives, during working hours, without loss of time or pay, may represent employees and present grievances to the Employer at scheduled meetings. Should it become necessary for a Representative to leave his/her place of work in order to represent an employee or investigate a grievance, the Representative shall notify his/her supervisor for prior approval and give the name of the employee he/she is going to see. The Representative shall notify the supervisor upon his/her return to work.

D. Release of Information

In response to reasonable requests, the Board agrees to make available to the Association public information or such other available information as will assist the Association in developing

intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint. Such information shall be available in the form kept and shall include, but not be limited to:

1. Annual financial reports and audits;
2. Register of bargaining unit personnel;
3. Tentative budgetary requirements and allocations;
4. Agendas and minutes of all Board meetings;
5. Treasurer's reports;
6. Census and membership data;
7. Names and addresses of all employees in the bargaining unit; salaries paid thereto.

Such information as it is requested shall be provided in accordance with the Michigan Freedom of Information Act. The Association will pay expenses for producing such materials including but not limited to pro-rated salaries and current cost of materials.

E. Agency Shop - Mandatory Deductions

1. Each bargaining unit member shall, as a condition of employment;
 - a. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or;
 - b. Pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The deduction of dues and/or service fees shall be required as a condition of this agreement. The Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) deduct the dues or Service Fee from the bargaining unit member's wages and remit same to the Association.

Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member over a ten month period beginning in September and ending in June. Moneys so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.

ARTICLE 6 ASSOCIATION RIGHTS AND SECURITY (continued [3])

2. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive to the extent permitted by law. No dispute, claim or complaint by an objecting bargaining unit member concerning the level of service fee under this Article shall be subject to the grievance procedure set forth in this Agreement.

 3. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided the Employer gives timely notice of such action to the Association and gives reasonable cooperation and permits the Association intervention as a party if it so desires. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and all costs including but not limited to those costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
- F. At the beginning of each school year, the Local Association President shall be credited with a maximum of two (2) days with a maximum of two (2) days to be used by the President at his/her discretion. The President agrees to notify the Board no less than one week in advance of taking such leaves. Such leaves will be compensated at the President's rate of pay unless a substitute is hired in which case the President will be compensated at the difference between the substitute's pay and that of the President.

ARTICLE 7 EMPLOYEE RIGHTS AND PROTECTION

A. Non-Discrimination

1. Pursuant to the Public Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. The Employer agrees that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of:
 - a. his/her membership in the Association;
 - b. his/her participation in collective negotiations with the Employer;
 - c. his/her institution of any grievance, complaint, or proceeding under this Agreement, or
 - d. otherwise with respect to any terms or conditions of employment.
2. The private and personal life of an employee is not within the appropriate concern or attention of the Employer, except when conduct may impact on the employee's job or the appropriateness of the employee's presence on the job.

B. Discipline

1. Non-probationary employees will not be disciplined or discharged without just or reasonable cause.

Confirmation of discipline or discharge will be issued in writing stating the reasons for the action. A copy of the written statement will be provided to the Association president when time off or discharge is involved.

2. At the request of an employee, the employee will be permitted to have present a representative of the Association during any meeting which leads to disciplinary action, or to refuse such representation, and to discuss his discipline or discharge with an Association representative. At the request of the Association representative or employee, the supervisor will meet with the Association representative and employee prior to the employee being required to leave the facility in the instance of suspension or discharge,

ARTICLE 7 EMPLOYEE RIGHTS AND PROTECTION (continued [2])

leave the facility in the instance of suspension or discharge, provided the offense is not of a nature which warrants prompt removal of the employee from the facility.

3. An appeal regarding disciplinary action will be submitted to Level Two of the grievance procedure within five (5) calendar days.
4. Progressive discipline will normally be applied, except that serious misconduct may result in suspension or discharge as the first step.
5. By way of illustration - verbal or written warning need not be issued an employee before disciplinary action for the following types of offenses:
 - a. Dishonesty, theft, immorality, reckless driving, use of or under the influence of behavior affecting substance while on the job, or insubordination shall be cause for dismissal.
 - b. Absence from work without notification is cause for dismissal on the third occasion of this behavior.
 - c. Failure to return to work within the five (5) days following receipt of a recall from layoff notice shall be considered a resignation. Similarly, failure to return from an approved leave of absence on the specified date shall be deemed a resignation.
 - d. Refusal to submit to a breath analyzer or blood test administered by authorized officials when so requested by Superintendent upon suspicion of being under the influence of alcohol or illegal substances shall be cause for dismissal. Similarly driving while under the use of prescribed medication which may cause impaired ability against the advice of a physician shall be cause for dismissal.
 - e. The falsification of information in order to obtain a leave of absence shall be cause for dismissal.
 - f. The accumulation of six (6) points or more on a driver's personal driving record shall be cause for dismissal for employees whose job requires driving District vehicles.
 - g. Two (2) moving violations within one year while driving a bus by a driver will be cause for dismissal.

ARTICLE 7 EMPLOYEE RIGHTS AND PROTECTION (continued [3])

- h. Permitting unauthorized riders on a bus may result in the dismissal of a driver. Riders who are authorized are as follows when approved by the administration:
 - 1. Public & Parochial student being transported to or from school.
 - 2. Public and Parochial students being transported to or from extra curricular activities.
 - 3. Senior Citizens on authorized trips.
 - 4. Staff or other adults traveling as chaperons of students assigned by a school administrator in writing.
 - 5. When on a trip a driver may include another adult on the bus with the approval of their supervisor.

C. Files and Records

An employee will have the right to review the contents of all records pertaining to said employee originating after initial employment, excluding initial references and other information excluded under the Employee Right-To-Know Act, Public Act No. 379 of 1978. The employee may have a representative of the Association accompany him/her in such review.

D. Assaults

Any case of assault, or assault and battery, upon an employee through the course of their employment shall be promptly reported to the Board or designated representative. The Board shall provide legal counsel to advise the employee of his rights and obligations with respect to such assault and shall render reasonable assistance to the employee, if upon investigation by the Superintendent, the facts reveal that the employee was not responsible for provoking the assault.

ARTICLE 8 SENIORITY

A. Seniority

1. Seniority shall be defined as the length of continuous service to the district within the following classifications from the employee's last date of hire and completion of the probationary period. Upon satisfactory completion of the probationary period, seniority shall be granted retroactive to the employee's last date of hire. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the district. The second shall reflect his/her most recent date of district employment in one of its classifications. Seniority shall accrue and shall be applied within the following classifications:

Secretarial

Clerical/Classroom Paraprofessionals/Library Paraprofessionals/Special Ed. Bus Paraprofessional

Lunchroom Paraprofessionals/Playground Paraprofessionals and Mail Carrier

Maintenance

Mechanic

Custodial/Groundskeeper

Bus Drivers

Food Service/Coordinator

Seniority shall not accrue while on layoff or on unpaid leave, except for the first six months of an approved unpaid personal illness leave.

An employee who accepts a position in another classification, or in a non-bargaining unit position, will have his/her accrued seniority in his/her prior classification frozen.

2. All newly hired employees shall serve a sixty (60) work day probationary period. An employee who transfers to another classification during their probationary period will remain a probationary employee until the sixty (60) work day probationary period has elapsed. There shall be no seniority granted to probationary employees.

Probationary employees shall not be entitled to insurance benefits, leave days or holidays. In the event a probationary employee is absent, the probationary period shall be extended accordingly.

ARTICLE 8 SENIORITY (continued [2])

Probationary employees are subject to discipline and dismissal with or without cause at the discretion of the district and shall have no recourse through the grievance procedure.

3. (a) In the event that more than one employee has the same seniority date, there shall be a meeting to establish a tie-breaker.
- (b) The tie-breaker meeting will be administered by the Association utilizing a "luck-of-the-draw" process.
- (c) Following the tie-breaker meeting, the Association will provide written notice of rank order of seniority to the Superintendent of Schools for all affected employees.

B. Seniority List

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district, with revisions and updates prepared and posted annually thereafter by September 15 of each year. A copy of the seniority list and subsequent revisions shall be furnished to the Association. If there is no specific challenge to the accuracy of a prepared seniority list, after ten working days that seniority list shall be considered the controlling seniority list for that contract year.

C. Loss of Seniority

Seniority shall be lost by an employee upon termination, resignation or retirement.

ARTICLE 9 VACANCIES, TRANSFERS, PROMOTIONS

- A. A vacancy shall be defined as any position, either newly created or a present position, that is not filled, and to which no absent regular employee has a right to return.

A transfer shall be defined as the reassignment of an employee from one position to another on either a temporary or permanent basis.

A promotion shall be defined as the transfer from a part-time position to a full-time position, or from a lower hourly rated position to a higher hourly rated position.

- B. The District shall post vacancies other than bus driver vacancies within the bargaining unit at the central office and in each building and at the bus garage. Interested personnel shall apply in writing within five (5) working days from the published date of the vacancy notice. Said posting shall contain the following information:

1. Type of work
2. Qualifications
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification

The Employer shall notify the Association president, vice president, secretary, treasurer of vacancies occurring during the summer months, when school is not in session, by sending notice by U.S. mail.

- C. Any employee possessing the qualifications to apply for the vacancy may do so. The Board agrees to give due weight to seniority, past performance, qualifications and area of specialization.
- D. Except in the event of a lateral move within classification, a successful internal applicant will be placed on a thirty (30) work day trial period in the new position. During the trial period, the employee may be removed from the position based on unsatisfactory performance and will be returned to their former position if still in existence. During the trial period the employee may

elect to return to their former position. At the District's option the employee's former position may be filled with substitute, temporary employees or students until the end of the trial period.

- E. Any individual granted a position under this Article shall be prohibited from applying for another position for a period of nine (9) months from the effective date of assignment in the posted position. This prohibition shall not apply in instances where the position would constitute an increase in hourly pay rate or increase in hours for the affected employee.
- F. Vacant positions to be filled will be posted at the time of the vacancy. The reassignment of bargaining unit personnel granted a position may be postponed at the District's option until the end of the school year. In such instances, substitutes will be utilized to temporarily fill the position.
- G. Bus driver vacancies will be filled in accordance with provisions of Article X.
- H. Any employee assigned during their normal work period to assume the duties of another employee will be paid the rate for the classification into which assigned or their own rate, whichever is higher. An employee's pay rate shall not be reduced by any temporary change in duties.
- I. When an involuntary transfer is invoked, the affected employee and the Association will be provided with reasons for the action.

ARTICLE 10 BUS RUN ASSIGNMENT PROCEDURE

A. Routes

The Employer shall establish the route for each run, including special and extra trips, and shall determine the approximate starting and completion time for each route.

B. Assignment of Runs

The assignment of vacancies shall be made through the bidding process on an annual basis to be done at an annual mandatory orientation/in-service meeting to be held five (5) work days prior to the start of school for students. Drivers must be present to bid on a run. Routes will be assigned on the basis of seniority, past performance, driving record, qualifications and area of specialization. Second vacancies, such as Kindergarten, Voc. Tech., Band, etc., will be bid separately at the annual meeting, first among those drivers who do not have a second run. A driver may not bid on a second run which conflicts with their other runs.

C. Permanent job openings after the annual meeting.

1. The administration may exercise the right to prohibit lateral movement from one regularly scheduled route to another, including Special Education routes.
2. A driver will be assigned to the route by the administration.
3. All routes opened after the annual bid meeting and assigned to a driver will be posted for the bid process prior to the beginning of the succeeding school year.
4. If the vacancy is a second run, such as Kindergarten, Voc. Tech, Band, etc., the administration will assign a driver according to the following procedures:
 - (a) The most senior driver without a second run such as Kindergarten, Voc-Tech, Band, etc., and their current scheduled assignment is not in conflict with the schedule of the vacancy.
 - (b) The most senior driver with a second run which does not conflict with the schedule of the vacancy.
 - (c) The most senior driver that has a current schedule not in conflict with the schedule of the vacancy.

(d) Probationary driver.

(e) Substitute.

5. The administration will not be expected to split any vacant or current routes of a driver. Routes, however, may be split at the discretion of the administration, if necessary, to secure driver.

D. Extra Trips

Extra trips are defined as educational field trips, extra curricular activities, etc.

The following procedures shall apply to the assignment of drivers for these trips:

1. Drivers shall be listed alphabetically with the assignment to be offered on a rotating basis beginning five (5) work days before the start of school for students, and at beginning of alphabet.
2. A driver who chooses to pass his/her assignment must wait for a full rotation cycle for another assignment.
3. A driver who has a trip cancelled or postponed shall have the right to the next available trip which does not conflict with a pre-assigned extra trip.
4. Trading of assigned extra trips is not permitted.
5. Extra trips will be posted at least five (5) days, if possible, prior to the scheduled event.
6. In the event that all regular drivers choose to pass or are unavailable, extra trips will be assigned to substitute drivers, or to regular drivers by inverse seniority.
7. Regular drivers will not be permitted to drive more than one (1) extra trip per day unless no other driver is available.
8. Reasonable expenses for meals and lodging will be reimbursed for drivers on overnight extra trips with the prior written approval of the administration. If an extra trip requires that a driver be out of the school district through the noon and evening meal periods (12:00 and 6:00 PM) reimbursement will be made for one meal up to \$7.50.
9. Trips which Administration elects to post as split trips shall be paid at the extra trip rate plus forty-five cents (45¢) per hour for all hours worked. Postings for split trips will include approximate return time, and the driver may be contacted for an early

ARTICLE 10 BUS RUN ASSIGNMENT PROCEDURE (continued [3])

return trip if necessary. Administration may implement its emergency procedure to secure a driver for an early return trip if the assigned driver cannot be contacted, regardless of the time.

10. Unless directed otherwise, drivers are considered released from all duties during scheduled layover/downtime. The bus is expected to remain on site except for necessary travel in that local area for meals and/or rest rooms.
11. Other employees may transport students in a vehicle other than a school bus.

E. Emergency Situations

In an emergency situation, when a driver or substitute is needed within the hour, management may assign a driver.

- F. The parties hereby agree that when a bus driver is notified of a cancellation of any regular scheduled run after 5:00 p.m. of the previous day he/she will be compensated at the regular rate of pay.

If a bus driver is notified of a cancellation of a regular scheduled run before 5:00 p.m. of the previous day he/she will not be compensated.

ARTICLE 11 SUBSTITUTE DRIVERS

A. Regular Run (AM/PM)

1. If a substitute is needed for an AM and/or PM regular run, regular drivers without an AM or PM regular run will be offered the opportunity to substitute (at their normal rate of pay) before securing a substitute from the substitute pool.

The run shall not be required to be split to accommodate a regular driver with only an AM or PM run.

2. The run may be split by the administration if needed to secure substitutes.

B. Special Education Run

1. Interested available regular driver (including probationary drivers) must sign up for substituting special education runs by the end of the 5th day of scheduled school at the beginning of the year and again five (5) days before the end of the first semester.
2. When a substitute is necessary, the regular driver that signs up will be contacted in alphabetical rotation.
3. The administration shall not be required to split a run.
4. If regular drivers on the list are unable to substitute, the supervisor will attempt to secure a driver from the substitute pool.
5. The special education run may be split by the administration if needed to secure a substitute.

C. Second Runs (Voc. Tech., Kindergarten and Band)

1. Interested available regular drivers (including probationary drivers) must sign up for substituting second runs such as Voc. Tech, Kindergarten, Band, etc. The driver must sign up by the end of the 5th day of scheduled school, at the beginning of the year and again five (5) days before the end of the first semester, if they do not have a conflict with their regular scheduled daily assignment.

ARTICLE 11 SUBSTITUTE DRIVERS (continued [2])

2. When a substitute is necessary, the regular driver that signed up and does not have a conflict with their regular scheduled daily assignment will be contacted in alphabetical rotation.

3. If a regular driver on the list cannot be secured to substitute, the supervisor will attempt to secure a driver from the substitute pool.

4. The administration shall not be required to split a run. However, a run may be split by the administration if needed to secure a substitute.

D. Emergency Situations

1. If in an emergency situation, when a driver or substitute is needed within the hour, management may assign a driver.

ARTICLE 12 LAYOFF AND RECALL

A. In the event of a layoff, the following procedure shall be utilized:

1. Reassignment within classification:

In the event a reduction in staff is implemented, higher seniority employees in eliminated positions within the above referenced classifications shall be reassigned to the position held by the least senior person within the same classification provided he/she is qualified to perform the work of the displaced employee.

2. Reassignment to another classification:

Reassignment to another classification shall be restricted to employees ineligible for reassignment under Section B(1) who have frozen seniority within another classification as detailed in Section A(1). Reassignment in such instances shall be implemented in the same manner as under Section B(1).

3. A reduction in hours will not be construed as a layoff.

B. Employees scheduled to be laid off will receive ten (10) working day's notice of layoff. Such notice will not apply when the layoff is necessitated by millage failures or work stoppages, or when the Board did not have advance knowledge of the need to lay off employees.

Laid off employees will be recalled in inverse order of layoff to vacancies within the classification from which they were laid off, or to classifications in which they have frozen seniority provided they are qualified. Recall rights are restricted to non-probationary employees, and only for a period of 36 months from the effective date of layoff, or length of seniority, whichever is less.

C. Employees will receive a minimum of five (5) calendar day's notice of recall by certified or registered mail. Such notice will be forwarded to the employee's last known address. Failure to return shall be considered a voluntary resignation.

D. The layoff/recall procedure is subject to qualified employees remaining to perform the remaining work.

ARTICLE 13 PAID HOLIDAYS

A. General Provisions

1. 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.
2. An employee must work the entire regularly scheduled work day preceding and following the holiday in order to receive holiday pay.
3. Probationary employees shall not be eligible for paid holidays.
4. In the event a holiday falls during an approved vacation, the employee will receive holiday pay in lieu of vacation for that day.
5. In the event an employee is called in to work on a day when the employee is receiving holiday pay, the employee will receive his/her regular rate of pay for all hours worked in addition to the holiday pay.
6. In the event an employee is temporarily transferred into the position of an absent regular employee working more hours, the following shall apply in regard to holiday pay:
 - (a) If it is initially known that the temporary transfer will be for a period of at least 91 working days, the temporarily transferred employee will receive holiday pay for the total hours per day regularly scheduled in the temporary assignment.
 - (b) If it is not initially known that the temporary transfer will be for a period of at least 91 working days, the employee will receive holiday pay for the total hours per day regularly scheduled in their own regular assignment.
 - (c) If it is not initially known that the temporary transfer will be for a period of at least 91 working days, but the temporary transfer subsequently becomes of at least 91 working days duration, the employee will receive holiday pay for the total hours per day regularly scheduled in the temporary assignment, effective from the first day of temporary transfer.
7. (a) An employee who is absent on the regularly scheduled work day before or the regularly scheduled work day after a holiday due to legitimate use of sick leave as provided in Article A., or due to jury duty as provided in Article XIV, F., may have such absence excused by the Superintendent and not become ineligible for holiday pay.

ARTICLE 13 PAID HOLIDAYS (continued [2])

- (b) In cases where the Employer suspects abuse of the paid leave provision by an employee, the Employer may request a doctor's statement verifying the illness/injury as a prerequisite for the employee to receive holiday pay.
- (c) An Employer request for a statement from appropriate person verifying the reason for the employee's absence in accordance with Article 14, A, Sections 1-6, as a prerequisite for the employee to receive holiday pay, or subsequent denial of holiday pay due to an unexcused absence on the regularly scheduled work day before or the regularly scheduled work day after a holiday, shall not be the subject of a grievance.

B. Employees working full-time in the following classifications will receive paid holidays in accordance with the following schedule:

Custodians/Maintenance
Mechanic

New Years Day
Good Friday*
Memorial Day
July 4
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day
Day after Christmas
New Years Eve

Secretaries

New Years Day
Memorial Day
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Day

* Provided school is not in session.

C. Employees working part-time, and Bus Driver/Paraprofessionals/Food Service/Coordinator employees will receive paid holidays in accordance with the following schedule:

Memorial Day
Labor Day

Thanksgiving
Day after Thanksgiving

D. If the named day(s) shall occur on a weekend the Monday following will be the designated holiday unless that Monday is a school day, in which case the holiday time will be utilized immediately preceding the holiday weekend.

ARTICLE 14 PAID LEAVE DAYS

A. 1. Sick Leave

At the beginning of each work year, bargaining unit members, as specified below, shall be credited with sick leave, the unused portion of which shall accumulate from year-to-year to the stated limitation.

<u>Classification</u>	<u>Credit</u>	<u>Maximum</u>
Mechanic	15 days	130 days
Custodian/Maintenance	15 days	130 days
Secretaries	15 days	130 days
Bus Drivers	8 days	75 days
Food Svc/Coordinator	8 days	75 days
Paraprofessionals, etc.	8 days	75 days

2. Sick leave may be used for the following reasons:

- a. Personal illness
- b. Critical illness in the immediate family. (Spouse, Children, Parents, Parents-in-law,) up to a maximum of fifteen (15) days per school year. Additional days may be permitted at the discretion of the Superintendent when substantiated by a physician.
- c. Emergency illness in the family which requires the employee to make necessary arrangements for care, up to a maximum of five (5) days per year.
- d. Three days will be granted in the case of death in the immediate family. In this instance "immediate family" shall be defined as parents, parents-in-law, brother, sister, brother-in-law or sister-in-law, grandparents, son-in-law or daughter-in-law.
- e. Five days will be granted in the case of death of spouse or child.
- f. For funerals outside the "immediate family" one (1) day per year may be used from the employee's accrued sick leave days to cover the employee's absence.

3. a. An employee who transfers from one classification to another classification will carry with them any accumulated sick leave days. The maximum accumulation limits, however, shall be observed. Any previously accumulated days in excess of the maximum accumulation for the classification into which the employee transfers will

ARTICLE 14 PAID LEAVE DAYS (continued [2])

be frozen. Such frozen days will be available for use in the event the employee transfers back into the former classification. Unused frozen days will be subject to the retirement pay provisions of Article 18, G.

Example:

An employee with one hundred (100) accumulated sick leave days transferring to a classification that allows a maximum of seventy-five (75) sick leave days will carry seventy-five (75) sick leave days into the new classification. Twenty-five (25) sick leave days will be frozen.

- b. Employees working in more than one classification will accumulate sick leave days to the maximum allowed by classification and will have sick days deducted in accordance with absence from classification(s).

Examples:

- (1) An employee working concurrently in a paraprofessional classification and a custodian classification will accumulate sick leave to a maximum of seventy-five (75) days as an aide and one hundred thirty (130) days as a custodian.
 - (2) An employee working concurrently in a paraprofessional classification and a custodian classification and who utilizes a sick day will have one sick day deducted from the respective accumulation in each classification from which absent.
 - (3) An employee working concurrently in a paraprofessional classification in the morning and a custodian classification in the afternoon and who utilizes a sick day for the time of the paraprofessional assignment will have one sick day deducted from accumulated days in the paraprofessional classification.
- B. Notification of illness should be made as soon as possible to the supervisor. Calls should be made by 6:00 AM to the designated person if illness occurs during the night.
 - C. Any employee whose personal illness extends beyond the time compensated under Article 14 may be placed on an unpaid leave.

ARTICLE 14 PAID LEAVE DAYS (continued [3])

The employee must provide a physician's statement reflecting the employee is unable to return to work. During the leave, the employee's position will be filled by a substitute. Upon notice from the employee's physician, that the employee is capable of returning to work and assuming his/her regular duties, the employee will be returned to his/her position. Reinstatement rights are expressly limited to a period of one (1) year from the last day the employee received a paid sick leave day at which time further employment rights shall terminate.

D. In cases where the Employer suspects abuse of the paid leave provision by an employee, the Employer may request a doctor's statement.

E. Personal Business

Personal Business leave will be granted upon request up to two (2) days per year to be used for business of an urgent nature which cannot be transacted at a time other than normal working hours. These days may not be used immediately preceding or succeeding school vacation periods, or during the first five (5) days and the last five (5) days of the school year, except in emergency situation, nor shall these days be used for recreational vacation purposes or to seek other employment. These days shall not be accumulated from year to year. Requests for use of personal business days must be submitted 72 hours prior to the day requested, except for emergency situations, with an explanation of how the time will be used. No more than five (5) employees in the bargaining unit or three (3) employees maximum from any one classification may be approved for leave at any time, except in emergency situations.

F. Jury Duty

A paid leave of absence shall be granted to an employee who is summoned and reports for jury duty for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work; provided, said employee pays to the School District the daily jury duty fee paid by the Court, excluding mileage, for each day involved; provided, said employee cooperates with the Board in seeking to get excused from jury duty; and provided further, said employee promptly reports back to his/her building for assignment on any day he/she is released from jury duty by 12 noon or earlier.

ARTICLE 14 PAID LEAVE DAYS (continued [4])

An employee subpoenaed in a judicial proceeding, other than a proceeding in which the Board (or the School District) and the Association are opposing parties and the employee is subpoenaed by the Association, shall receive from the Board the difference between his/her base salary as computed on a daily basis and the daily witness fee paid by the Court for each day on which he/she reports pursuant to the subpoena and on which he/she would otherwise have been scheduled to work.

- G. An employee receiving payments under the Michigan Worker's Compensation Act, due to injury or illness incurred in the course of the employee's employment, may upon request receive the difference between his/her compensation and benefits received under the Act, with such difference being deducted from sick leave in the appropriate increment, for not more than a 24 month period.
- H. Paid leave days will be taken in two (2) hour increments. Drivers' paid leave days will be taken in per-trip increments.
- I. In the event an employee is temporarily transferred into the position of an absent regular employee working more hours, the following shall apply in regard to paid leave pay:
 - 1. If it is initially known that the temporary transfer will be for a period of at least 91 working days, the temporarily transferred employee will receive paid leave pay for the total hours per day regularly scheduled in the temporary assignment.
 - 2. If it is not initially known that the temporary transfer will be for a period of at least 91 working days, the employee will receive paid leave pay for the total hours per day regularly scheduled in their own regular assignment.
 - 3. If it is not initially known that the temporary transfer will be for a period of at least 91 working days, but the temporary transfer subsequently becomes of a least 91 working days duration, the employee will receive paid leave pay for the total hours per day regularly scheduled in the temporary assignment, effective from the first day of temporary transfer.

ARTICLE 15 UNPAID LEAVES

- A. Any employee interested in applying for an unpaid leave of absence without pay or benefits must submit a written application to the Superintendent which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.
- B. It is expressly understood that the right to grant or reject a leave request rests solely with the Superintendent. The denial of a leave request is not subject to the grievance procedure.
- C. During an authorized leave of absence, the District reserves the right to fill the position of the absent regular employee with a substitute.
- D. An employee whose personal illness or illness within the "Immediate Family" that extends beyond the period compensated may be granted a leave of absence, without pay, or benefits, for a period of time not to exceed one (1) school year. An employee returning from an extended personal leave may be required to obtain a physical at his/her own expense by a Board appointed physician.
- E. Parental leave may be granted without pay or benefits up to a maximum of one (1) year renewable at the discretion of the Superintendent. Parental leave will be available for either a woman who is pregnant or a man who has fathered an infant. It may also be available for either sex if the employee is adopting an infant (less than one (1) year old) child.
- F. Leave of absence for military service shall be granted in accordance with Act 145 of 1943 as amended.
- G. Other leaves of absences may be granted without pay or benefits at the discretion of the Superintendent. Requests for such leave must be submitted in writing indicating the purpose of the leave and the probable advantage to the school district.
- H. An employee returning from a leave of absence shall be returned to the position and classification he/she held when the leave began, if the position is still in existence.
At least fifteen (15) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.
- I. There shall be no "pay-dock" days permitted. All absences must be in accordance with the provisions of the collective bargaining agreement.

ARTICLE 16 VACATION

Employees regularly scheduled to work twelve months (52 weeks) per year shall be granted vacation in accordance with the provisions of this Article.

A. Vacation - Full Time Employees

1. During the first year of employment the employee shall earn vacation leave with pay at the rate of one-half day per month from their actual hire date. This time earned shall not exceed a total of five (5) days.
2. Those employees with from one (1) to three (3) years of employment from their seniority date will earn one week of vacation leave.
3. Those employees with from three (3) to six (6) years of employment from their seniority date will earn twelve (12) days of vacation leave.
4. Those employees with from six (6) or more years of employment from their seniority date will earn three (3) weeks of vacation leave.
5. The following illustrates an example of vacation leave accumulated: Employee: John Doe, Date of Hire: Sept. 1, 1984.

9-01-84 - 7-01-85	Accumulated Vacation Time - - - -	5 days
7-01-85 - 7-01-86	Vacation Time - - - - -	5 days
7-01-86 - 7-01-87	Vacation Time - - - - -	5 days
7-01-87 - 7-01-88	Vacation Time - - - - -	12 days
7-01-88 - 7-01-89	Vacation Time - - - - -	12 days
7-01-89 - 7-01-90	Vacation Time - - - - -	12 days
7-01-90 - or more	Vacation Time - - - - -	15 days

6. Vacation leave is earned during the year of employment and thus is available at the completion of a given year of employment. This time must be earned and may not be accumulated. Any earned vacation time not used will be lost. Vacations must be scheduled with the approval of the Supervisor.

ARTICLE 16 VACATION (continued [2])

7. Vacation leave shall not be taken during:

- (a) The five (5) working days prior to a scheduled start of school (schedule date teachers are to report);
- (b) First five (5) work days school is in session;
- (c) Last five (5) work days school is in session at the end of the school year.

C. Vacation Leave - Part Time Employees

Part-time (52 week) employees will earn vacation time at a prorated level according to the number of hours they are employed in a year. The total number of work hours in a full year is 2,080 hours.

D. Unused Vacation

Persons who terminate their employment by resignation or retirement will be paid at their hourly rate for any unused vacation time.

E. An employee will not earn vacation while absent without pay. Vacation will be prorated to reflect any unpaid day(s) during the year.

ARTICLE 17 INSURANCE

A. General Provisions:

1. The District reserves the right to select or change insurance administrators and/or underwriters during the term of this agreement. The determination to change insurance administrators and/or underwriters is not subject to the grievance procedure provided reasonably similar coverage is maintained in the conversion.
2. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.
3. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
4. The District's sole responsibility under this Article is to pay insurance premiums on behalf of eligible employees and their eligible dependents.
5. The insurance plan(s) outlined in this Article are intended solely to identify the general framework of available plans and shall not be deemed in any fashion to restrict the District's rights under Section A(1) of this Article.

B. Health Insurance

1. To be eligible for insurance coverage the employee must be regularly scheduled to work seven (7) or more hours per day, 202 days or more per year. The District shall contribute 100% of the premium cost for health insurance for eligible employees and their eligible dependents. Probationary and temporary employees shall not be eligible for insurance benefits.
2. Health insurance available through the District will be comparable to the MESSA Super Care I health insurance plan.

ARTICLE 17 INSURANCE (continued [2])

3. Custodian/Maintenance, Mechanic and Secretarial employees who elect not to enroll in the Health Insurance program may apply up to \$52.00 per month toward the purchase of other insurance and/or annuity programs available through the District.

In the event twenty (20) percent or more of the employees eligible for health insurance elect to enroll in other insurance and/or annuity options programs in lieu of health care, the fifty-two dollar (\$52.00) allocation will be increased to seventy-five dollars (\$75.00) per month.

4. Bus driver employees who elect to enroll in the Health Insurance program shall not be eligible for longevity.
5. Eligible custodial/maintenance and mechanic employees will be provided dental insurance comparable to Delta Dental Insurance Plan C, 50/50.

ARTICLE 18 GENERAL PROVISIONS

- A. Employees scheduled to work at least five (5) hours per day shall receive a thirty (30) minute unpaid lunch period.

Section A. shall have no application to bus drivers.

- B. Employees shall receive one (1) fifteen (15) minute break for each four (4) hours worked.

Section B. shall have no application to bus drivers.

- C. Care of Buses

Drivers will be paid an extra fifteen (15) minutes per run in addition to route time for the purpose of checking safety items, cleaning and washing interior and exterior, and fueling buses. These tasks will be performed daily.

- D. Special Education Aides

Aides hired as assistants on special education runs will be paid as prescribed in this agreement and will receive short term and extended leave benefits given regular drivers as provided in Paid Leave Days.

The work year shall be as defined for regular drivers

If in an emergency, a regular driver substitutes for a special education aide, he/she will be compensated at regular driver hourly rate for time lost on daily route. The balance of time as an aide he/she will receive special education aide hourly rate.

- E. Overtime

Overtime shall be paid for all hours actually worked in excess of forty (40) hours in any work week, and shall be assigned in accordance with the provisions herein when the Employer determines to utilize overtime assignments.

- 1. Custodian overtime assignments

- (a) In the event that it is necessary to schedule overtime work the employee in the given building will be offered this work according to their seniority within the building.

- (b) In the event that no employee within the building desires the overtime the district seniority list will be used to offer this overtime. If the overtime work is not part of a building assignment, the district seniority list will be used.
- (c) When all employees have been offered overtime, the overtime shall be assigned to the employee with the least district-wide seniority.

2. Food service overtime assignments

- (a) Extra hours in the food service classification attributable to evening, weekend, summer activities or on unscheduled work days during the school year, will be rotated by building within the food service classification.
- (b) In the event no employee accepts the extra hours, the District reserves the right to assign the extra hours to the first employee originally in rotation for the assignment.

3. Secretaries overtime assignments

Secretaries and other employees may be assigned to work overtime as directed by their supervisor, and such assignments shall not be subject to rotation. Secretaries will be paid time-and-one-half for all work over eight (8) hours in any one day or over forty (40) hours in any one week.

- 4. Paid leave days and authorized paid layover time under this agreement will not be counted as hours worked for purposes of computing overtime.
- 5. The parties agree that an assignment requiring a shift extension immediately preceding or following an employee's shift on their regular assignment shall constitute a bona fide exception to the rotation system.
- 6. The provisions of this Article are not intended to restrict the employer's right to assign extra hours to employees who normally work less than forty (40) hours in a work week.

F. Call Back

An employee who is called back to work, due to unforeseen circumstances, will be paid for a minimum of one hour, or for the actual time worked, whichever is greater. Time worked will be from the time the employee arrives at the work site until the time the employee leaves the work site.

A bus driver called back to drive an extra trip already in progress, due to a breakdown or other emergency, will receive the "split-trip" rate for all hours worked to finish the extra trip.

ARTICLE 18 GENERAL PROVISIONS (continued [3])

G. Retirement Pay

An employee who retires and submits evidence to the Superintendent that he/she has applied for and is immediately eligible to receive either a monthly retirement allowance from Social Security system or from the Michigan School Employees Retirement Systems shall receive upon retirement an amount equivalent to \$20.00 per day of unused sick leave to the maximum allowed accumulation by classification as specified in Paid Leaves.

Those employees with more than fifty (50) days of accumulated sick leave at the point of retirement will receive an additional five dollars (\$5.00) for each day in excess of fifty (50) days.

An employee who qualifies for retirement pay pursuant to Article 18, G., will receive the specified amount per day of unused sick leave, with no compounding effect, up to the greatest maximum accumulation allowed.

Example:

1. An employee working concurrently in a paraprofessional classification and a custodian classification at the time the employee retires, will receive amount per day of unused sick leave up to a maximum of one hundred thirty (130) days.
2. An employee working concurrently in a paraprofessional classification and a food service classification at the time the employee retires, will receive amount per day of unused sick leave up to a maximum of seventy-five (75) days.

H. Mileage Reimbursement

In the event an employee is required to use his/her own vehicle for approved school district business, he/she will be reimbursed at the IRS rate.

- I. The Employer reserves the right to schedule paid mandatory meetings for inservice training and other purposes as necessary.
- J. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being, to the extent specified by MIOSHA Rules and Regulations.

ARTICLE 18 GENERAL PROVISIONS (continued [4])

K. The Employer shall provide to the employee:

1. Reimbursement for the cost of the licenses, including renewal, required for the employee to perform his/her job or position. (This provision is not to be construed to include prerequisite formal education or apprenticeship required for licensing). There shall be no reimbursement for a failed attempt to obtain a license or renewal of a license.
2. Reimbursement for any seminars, workshops or other job related conferences in which the bargaining unit members are required to participate.

L. Mechanic and maintenance employees will be required to provide their own basic tools. In the event one of these tools should become worn out or should break, it may be turned in for a replacement purchased by the school district.

M. Drivers shall possess and maintain good physical and mental health in order to perform at a satisfactory level. A physical when required by the Board of Education will be at the Board expense according to the procedures outlined by the State of Michigan. A driver shall have the right to obtain a second medical opinion/examination at their own expense. This second opinion may be considered during a determination of the driver's employment status. An examination must be obtained from a Board approved physician.

ARTICLE 19 GRIEVANCE PROCEDURE

- A. A grievance shall be a claim by either an employee or the Association of a violation, misinterpretation or misapplication of the expressed terms of the Master Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

- (1) The termination of services of or failure to re-employ any probationary employee.
- (2) It is further agreed that a grievance shall be deemed abandoned if the grievant(s) files a claim or complaint or otherwise seeks remedial action regarding the matter grieved in any forum established by law or by regulation having the force of law.

- B. The term "days" as used herein shall mean employer working days. Time limits provided in this Article shall be strictly observed, but may be extended by written mutual agreement.

- C. Written grievances as required herein shall contain the following:

- (1) It shall be signed by the grievant or grievants;
- (2) It shall be specific;
- (3) It shall contain a synopsis of the facts giving rise to the alleged violation;
- (4) It shall cite the section or subsections of this contract;
- (5) It shall contain the date of the alleged violation;
- (6) It shall specify the relief requested;

Any written grievance not substantially in accordance with the above requirements, may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- D. Level One: An employee believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days of its alleged occurrence or knowledge of the alleged occurrence of a latent violation orally discuss the grievance with the employee's immediate supervisor in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two: A copy of the written grievance shall be filed with the immediate supervisor as specified in Level One. Within five (5) days of receipt of the grievance, the immediate supervisor shall advise the Superintendent or his designated representative, in writing, of his disposition of the grievance and transmit copies of same to the Association and the grievant. If no decision is rendered within five (5) days of filing of the written grievance at Level Two or the decision of the supervisor is unsatisfactory to the grievant, the grievant may proceed within five (5) days to Level Three by filing a written appeal.

Level Three: A copy of the written appeal shall be filed with the Superintendent or his designated representative as specified in Level Two with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the appeal, the Superintendent or his designated representative shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant to discuss the appeal. Within five (5) days of the discussion, the Superintendent or his designated representative shall render his decision in writing, transmitting a copy of same to the grievant and the Association and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written appeal along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Four: Upon proper application as specified in Level Three the Board shall allow the employee or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than one month after the initial hearing. A copy of the written decision of the board shall be forwarded to the Superintendent for permanent filing, the grievant, and the secretary of the Association.

ARTICLE 19 GRIEVANCE PROCEDURE (continued [3])

Level Five: If the Board of Education, the aggrieved employee and the Association shall be unable to resolve any grievance, and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) days after the decision of the Board of Education be appealed by the Association to arbitration. Such appeal shall be in writing and shall be delivered to the American Arbitration Association and the Board of Education within said ten (10) day period, and if not so delivered, the grievance shall be abandoned. If the parties are unable to agree upon an arbitrator within ten (10) working days he shall be selected according to the rules of the American Arbitration Association which shall also govern the arbitration proceedings. Neither party may raise a new defense or ground in such arbitration proceeding not previously raised or disclosed at other written levels. The Board and the Association shall not be permitted to insert in such arbitration proceeding any evidence not previously disclosed to the other party. Expedited arbitration shall be employed upon mutual agreement by both parties. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His authority shall be limited to deciding whether a specific article and section of this agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the Michigan General School Laws or any other national, state, county, district or local laws. The arbitrator shall not usurp the functions of the Board of Education or the proper exercise of its judgment and discretion under law and this agreement. Nor shall the arbitrator have any power to interpret State or Federal Law, or to hear any grievance previously barred from the scope of the grievance procedure.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding. Both parties agree to be bound by the award of the arbitrator. The arbitrator's fee and other expenses of arbitration shall be paid by the losing party as determined by the arbitrator. Effective July 1, 1991, the arbitrator's fee and other expenses of arbitration shall be shared equally by the parties. Each party shall bear their own expense in connection with arbitration proceedings, including but not limited to: the fees, expenses and wages of witnesses and participants whose presence they request; preparation of testimony and exhibits; representation.

ARTICLE 19 GRIEVANCE PROCEDURE (continued [4])

- E. Should an employee fail to institute or appeal a decision within the time limit specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred, by that employee.

- F. Any employee, group of employees, or the Association may initiate a grievance. An Association grievance shall be filed within ten (10) days of its alleged occurrence or knowledge of its alleged occurrence, at Level Three.

ARTICLE 20 SCHOOL CANCELLATIONS

A. In the event school is cancelled prior to the start of an employee's work day due to snow or ice conditions, the following procedures will apply:

1. Custodial, maintenance and mechanic employees required to report to work will be paid at time and one half their regular hourly rate for the day. If school has been cancelled for students and professional staff members are called to work, the employee shall be compensated at the regular hourly rate.
2. Clerical, aides, bus drivers and food service employees shall not report to work unless notified otherwise.

Clerical, aides, bus drivers and food service employees are assured of a minimum of 180 days of employment. Such employee, if called in to work on a snow day, will receive their regular hourly rate for the day. If that employee is then required to work beyond their 180 days such employee shall be compensated for any such additional day at the normal hourly rate for the day.

3. Secretaries may be required to report to work by the building principal and will be paid at the rate of time and one-half if directed to report.

If a secretary is not required to report to work, she/he will receive no pay, and the day will not count toward the total number of work days scheduled in their work year. This may result in extending the length of the work year. The district reserves the right to reschedule any work day.

4. If students are dismissed early due to snow or ice conditions, and personnel covered by this Agreement are required to work, the employees shall be compensated at the regular hourly rate for the balance of time worked.

B. For the purpose of implementing this Article, school closings are referred to as "snow days" and shall not include walkouts, heavy winds, tornado watch or warning, fog, etc.

ARTICLE 21 STRIKES AND LOCKOUTS

A. Strikes

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

B. Lockouts

The Employer also agrees that it will not lock out any employee during the term of this Agreement.

ARTICLE 22 SCOPE, WAIVER, ALTERATION

A. Entire Agreement

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all conflicting prior practices, policies, rules and regulations, whether oral or written, expresses all obligations imposed upon the Employer and the Association. This Agreement is subject to amendment, alteration or additions only by a subsequent written Agreement between and executed by the Employer and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. Severability

If any specific provision of the Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions or applications shall continue in full force and effect.

C. Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, 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 Association for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The Employer shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment of this Agreement concerning such subjects or matters.

ARTICLE 23 DURATION OF AGREEMENT

A. Term of Agreement

This Agreement shall become effective upon ratification and shall continue in effect through the 30th day of June, 1995.

B. Successor Negotiations

At any time within ninety (90) days prior to the termination date of this Agreement either party may serve written notice to the other of its desire to begin negotiations upon a successor collective bargaining agreement. If an agreement on renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By John M. Clark
President

By Patricia Sahakian
President

By Mary Ann Samuelson
Secretary

By Ben C. Abbott
Secretary

By Richard A. Gray
MEA/NEA Representative
Negotiator

By Ronald Niedzwiecki

Dated this 25 day of September, 1992

SCHEDULE A

WAGES

	1992-93	1993-94	1994-95
I. SECRETARY			
Probation	9.15	9.60	T.B.N.
1st Year	9.47	9.94	
2nd Year	9.80	10.29	
3rd Year	10.12	10.63	
4th Year	10.45	10.97	
5th Year	10.76	11.30	
II. CUSTODIAL/MAINTENANCE			
Maintenance			
Probation	9.31	9.78	T.B.N.
1st Year	9.71	10.20	
2nd Year	10.11	10.62	
3rd Year	10.51	11.04	
4th Year	10.91	11.46	
5th Year	11.32	11.88	
Custodians/Maintenance Aides			
Probation	8.69	9.13	T.B.N.
1st Year	9.04	9.49	
2nd Year	9.39	9.86	
3rd Year	9.73	10.22	
4th Year	10.08	10.58	
5th Year	10.44	10.96	
Seasonal Groundskeeper	8.69	9.13	T.B.N.
III. INSTRUCTIONAL PARAPROFESSIONALS			
Classroom, Clerical, Library, and Health Paraprofessionals			
Probation	6.77	7.11	T.B.N.
1st Year	6.85	7.19	
2nd Year	6.92	7.27	

3rd Year	6.99	7.35	
4th Year	7.07	7.42	
5th Year	7.13	7.49	
IV. NON-INSTRUCTIONAL PARAPROFESSIONALS Lunchroom, Playground Paraprofessionals and Mail Carrier			
Probation	6.71	7.05	T.B.N.
1st Year	6.78	7.12	
2nd Year	6.86	7.20	
3rd Year	6.93	7.28	
4th Year	7.00	7.35	
5th Year	7.07	7.42	
V. FOOD SERVICE			
Coordinator			
Probation	8.49	8.92	T.B.N.
1st Year	8.68	9.12	
2nd Year	8.87	9.32	
3rd Year	9.06	9.52	
4th Year	9.25	9.71	
5th Year	9.44	9.91	
Manager/Driver			
Probation	7.27	7.63	T.B.N.
1st Year	7.42	7.80	
2nd Year	7.58	7.96	
3rd Year	7.74	8.13	
4th Year	7.90	8.29	
5th Year	8.07	8.48	
Server			
Probation	6.64	6.98	T.B.N.
1st Year	6.79	7.13	
2nd Year	6.94	7.29	
3rd Year	7.09	7.44	
4th Year	7.23	7.60	
5th Year	7.38	7.75	

	1992-93	1993-94	1994-95
VI. TRANSPORTATION			
Mechanic			
Probation	12.04	12.65	T.B.N.
1st Year	12.31	12.92	
2nd Year	12.57	13.20	
3rd Year	12.83	13.47	
4th Year	13.09	13.75	
5th Year	13.38	14.05	
Bus Drivers			
Probation	10.44	10.96	T.B.N.
1st Year	10.72	11.26	
2nd Year	11.00	11.55	
3rd Year	11.29	11.85	
4th Year	11.57	12.15	
5th Year	11.88	12.47	
Special Ed. Aides			
Probation	7.01	7.36	T.B.N.
1st Year	7.17	7.53	
2nd Year	7.33	7.70	
3rd Year	7.49	7.86	
4th Year	7.64	8.03	
5th Year	7.82	8.21	
Extra Trips	9.39	9.86	T.B.N.
NOTE: Negotiated wage increases will be applied retroactive to July 1, 1992, only for regular scheduled hours worked, and regular scheduled bus runs.			

92-93 5%

93-94 5%

94-95 Schedule A hourly pay rates will be subject to negotiations for the 1994-95 contract year.

LONGEVITY SCHEDULE A

All regular drivers employed prior to January 1, 1987, will be placed on Longevity Schedule A.

Formula: Years experience on route, minus 1 year, times appropriate amount.

Example: (6 years exp. -1 yr) \$55.00 = \$275.00

Regular routes

2 - 10 years	\$55.00 per year
11 - 15 years	\$80.00 per year
16 - 20+ years	\$105.00 per year

Kindergarten, special education, other single runs approved on a regular basis at some future time.

2 - 10 years	\$27.50 per year
11 - 15 years	\$40.00 per year
16 - 20+ years	\$52.50 per year

Example: Driver with 23 years regular route longevity and 5 years kindergarten run:

Regular Run

2nd - 10th years:	9 x \$ 55	=	\$ 495
11th - 15th years:	5 x \$ 80	=	\$ 400
16th - 23rd years:	8 x \$105	=	\$ 840
	TOTAL	=	\$1,735

Single Run

2nd - 5th years:	4 x \$27.50	=	\$ 110
	GRAND TOTAL	=	\$1,845

LONGEVITY SCHEDULE B

All regular drivers employed after January 1, 1987, and before July 1, 1992, will be eligible for longevity after six (6) years experience as a regular driver on the route in the Manchester School District.

Formula: Years experience on route, minus 6 years, times appropriate amount.

Example: (10 years exp. -6 years) \$55.00 = \$220.00

Regular routes:

7 - 10 years	\$55.00 per year
11 - 15 years	\$80.00 per year
16 - 20+ years	\$105.00 per year

Kindergarten, special education, other single runs approved on a regular basis at some future time:

7 - 10 years	\$27.50 per year
11 - 15 years	\$40.00 per year
16 - 20+ years	\$52.50 per year

LONGEVITY SCHEDULE GENERAL PROVISIONS

1. An employee must actually work at least ninety-one (91) work days during the school year to qualify for longevity in the subsequent school year.
2. Longevity payments will be prorated (per diem) in the subsequent year to reflect days not worked in the prior year, in accordance with the following schedule:

90 work days or less worked	No longevity paid
91 - 135 work days worked	50% longevity paid
136 - 180 work days worked	100% longevity paid

