

1/31/97

MASTER AGREEMENT

between the

BOARD OF EDUCATION

of the

MONA SHORES PUBLIC SCHOOL DISTRICT

and the

MAINTENANCE, OPERATION AND TRANSPORTATION  
MONA SHORES SCHOOL EMPLOYEES' CHAPTER 1 OF  
LOCAL #201, OF COUNCIL 25

of the

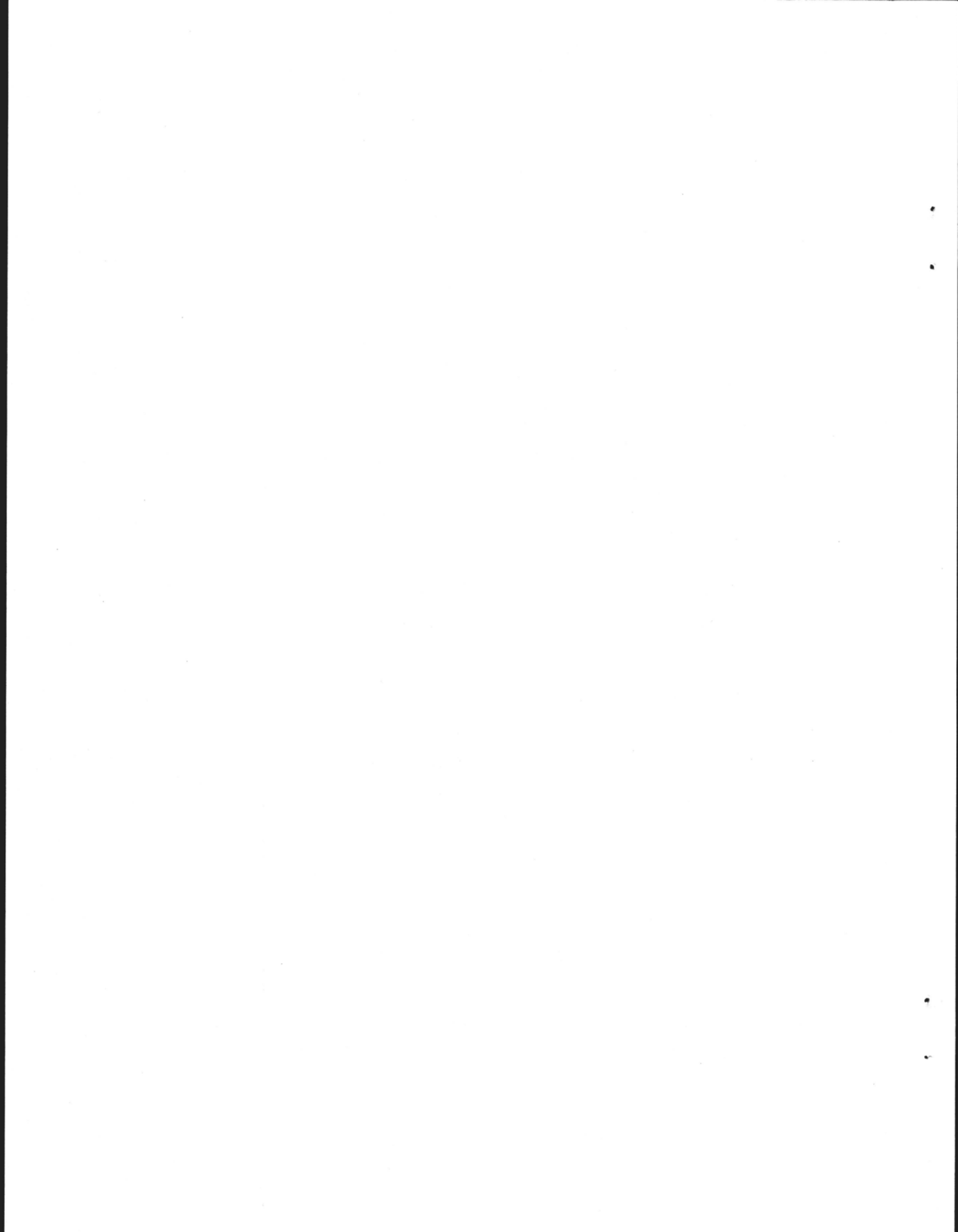
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

*Mona Shores Public Schools*

February 1, 1994 - January 31, 1997

MONA SHORES PUBLIC SCHOOL DISTRICT  
Norton Shores, Michigan

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY



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## AGREEMENT

THIS AGREEMENT entered into this 13th day of September, 1994, between the BOARD OF EDUCATION OF THE DISTRICT OF MONA SHORES, a Municipal corporation (hereinafter referred to as the "Employer") and MONA SHORES EMPLOYEES CHAPTER 01, LOCAL UNION #201 of Council 25 of the International Union of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

### PURPOSE AND INTENT

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

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

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

## ARTICLE 1

### RECOGNITION

#### 1.1 POSITIONS INCLUDED

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all non-supervisory persons (hereinafter called "EMPLOYEE/S") assigned to the Employer's position/s in maintenance, operation and transportation.

#### 1.2 POSITIONS EXCLUDED

Excluded are employees assigned to positions of irregular part time work, substitutes and supervisors.

#### 1.3 AID TO OTHER GROUPS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

## ARTICLE 2

### UNION DUES AND INITIATION FEES

#### 2.1 AUTHORIZATION

Employees may tender the initiation fee and monthly membership dues uniformly required as condition of union membership by signing the Authorization for Check-Off of Dues Form.

#### 2.2 DEDUCTION AMOUNT

During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the Authorization for Check-Off of Dues Form provided by the Union.

#### 2.3 EFFECTIVE DATE

Check-off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

#### 2.4 REMITTANCE

Deductions for any calendar month shall be remitted to such address designated by the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with a list of names of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

#### 2.5 TERMINATION

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees

following the end of each month in which the termination took place.

2.6                    REVOCATION

Any employee who has executed an Authorization for Dues Check-Off Form or who thereafter executes such form may not revoke such authorization except for a thirty (30) day period commencing January 1, 1997, during which time any employee may revoke his/her Authorization for Dues Check-Off by giving written notice of such revocation to the Superintendent with a copy to the Chairperson of the Bargaining Committee.

ARTICLE 3

UNION REPRESENTATION

3.1                    STEWARDS

For the purpose of handling complaints and/or grievances under the grievance procedure, the Union shall be represented by employee/s selected as steward/s, Chief Steward and/or Chapter Chairperson.

3.2                    NUMBER OF STEWARDS

Employees shall be represented by the Chapter Chairperson, Chief Steward, one transportation steward, one maintenance, operation (each shift) from the North area and one maintenance, operation (each shift) from the South area.

3.3                    ALTERNATE STEWARDS

In the absence of the steward, the Chapter Chairperson may appoint an alternate steward to handle the complaint and/or grievances; or the Chief Steward may process the grievance at the discretion of the Chapter Chairperson.

3.4                    PROCESSING GRIEVANCES

The Chapter Chairperson or Chief Steward and the "area" steward from which the grievance is initiated, when processing a written grievance with the Employer during working hours shall suffer no loss in wages. Time spent by the employee beyond regular working hours shall not mandate overtime payment.

3.5 GRIEVANCE INVESTIGATION

No steward or alternate shall, during working hours, investigate a grievance or complaint without permission from his/her supervisor.

3.6 IDENTIFICATION OF REPRESENTATIVES

The Union will furnish to the Employer a list of the stewards, Chief Steward, Chapter Secretary and Chapter Chairperson. The Employer will notify the Union of its representatives in the grievance procedure, and will notify the Union of any changes therein.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 DEFINITIONS

A "grievance" is a claim by one (1) or more employees, that there has been an alleged improper application or violation of this Agreement.

An "aggrieved employee" is the employee (or employees) who is affected and, therefore, will make the claim.

4.2 GRIEVANCE FORM

Any grievance presented in writing by the employee shall include the following:

- a. Statement of facts giving rise to the grievance.
- b. What article(s) and section(s) were allegedly improperly applied or violated.
- c. Relief sought.
- d. The date and signature of the employee or employees presenting the grievance.

4.3 PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. In the event the written answer is not submitted in the time speci-

fied, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement in writing between the Chapter Chairperson and the Superintendent or designee. An employee may have his/her steward present at the time of discussion at any level.

4.4 LEVEL ONE (IMMEDIATE SUPERVISOR)

An employee may, within ten (10) working days of the occurrence of the event upon which the grievance is based, orally discuss the matter with his/her immediate Supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, he/she shall file the grievance in writing. The written grievance must be submitted to the employee's immediate supervisor within fifteen (15) working days of the occurrence of the grievance. A written answer shall be given within three (3) working days following receipt of the written grievance.

4.5 LEVEL TWO (DIRECTOR)

If the answer of the immediate supervisor is not satisfactory to the aggrieved it may be presented by the Chief Steward to the Director, within seven (7) working days after receipt of the answer in paragraph 4.4, above. Such Director shall have seven (7) working days in which to give an answer in writing.

4.6 LEVEL THREE (BOARD)/SUPERINTENDENT

If the answer of the Director is not satisfactory to the aggrieved, the grievance may be presented by the Union to the Board of Education by delivery to the Superintendent of Schools within five (5) working days after receipt of the decision in paragraph 4.6. A meeting between at least two (2) representatives of the Board of Education, one of whom shall be a Board member, and at least two (2) representatives of the Union, shall be scheduled within ten (10) working days after the Superintendent of Schools has received the grievance. The decision of the Board of Education shall be given in writing within five (5) working days following the meeting.

4.7 LEVEL FOUR (ARBITRATION)

If the decision of the Board of Education/Superintendent is not satisfactory to the aggrieved, and the Union wishes to carry it further, it shall, within thirty (30) calendar days after receipt of the answer in paragraph 4.6 above, send written notice to the Board of Education requesting arbitration. If the parties cannot



mutually agree upon an arbitrator, the Union may request a panel of arbitrators from the Michigan Employment Relations Commission. The employer and the Union shall select an arbitrator off of this list. If the Employer refuses to participate in the selection process, the Union may file a demand for arbitration with the American Arbitration Association and thereafter the matter shall be settled in accordance with the Association's rules. Each such decision

employee's last date of hire as a regular employee with the Employer regardless of the division in which the employee is employed.

6.2 NEWLY HIRED EMPLOYEES

Effective February 1, 1986, newly hired employees shall accrue seniority in only the division in which they work, i.e., transportation or maintenance/operations. However, employees from a division shall be given first consideration whenever vacancies are posted in a division in which they have not accrued seniority.

6.3 EMPLOYEE WORKING PART TIME

A regular part time employee, defined as an employee who works twenty (20) hours or less per week, shall accumulate seniority at the rate of one-half (1/2) that of a full-time employee. An employee who, prior to February 1, 1981, has accumulated seniority at the rate of full time, shall not have such seniority amended. Seniority accrued after February 1, 1981, shall be subject to this provision. (See memorandum of understanding #1 for further clarification.)

6.4 SENIORITY LIST

The seniority list on the date of this Agreement will show the names, home address, job titles, the date of hire, and earned seniority of each employee entitled to seniority in each division. Upon request, the Employer will provide the Union with an up-to-date copy to the Chapter Chairperson not more than two times in a calendar year.

6.5 LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

- a. If the employee quits.
- b. If the employee is discharged unless the discharge is

- d. If the employee does not return to work when recalled from layoff as set forth in the recall procedure.
- e. If the employee retires.
- f. If the employee fails to return from sick leave and leaves of absence, it will be treated the same as (c) above.
- g. If the employee works for another employer while on a leave of absence unless agreed to and authorized in writing by the superintendent or designee in response to a leave request.
- h. If the employee is laid off for more time than the employee was employed by the Employer.

6.6 SENIORITY OF UNION OFFICERS AND STEWARDS

Each steward shall, in the event of a layoff, be continued at work as long as there is a position in his/her division which he/she can satisfactorily perform. The Chapter Chairperson and the Chief Steward shall, in the event of a layoff, be continued at work as long as there is a position in the bargaining unit which he/she can satisfactorily perform.

ARTICLE 7

LAYOFF AND RECALL

7.1 DEFINITIONS

- a. The word "layoff" means a reduction in the working force.
- b. Reduction shall mean reduction of positions, not the reduction of hours.

7.2 APPLICATION OF SENIORITY

In implementing the layoff the Employer and Union will have a conference prior to the layoff in an attempt to reduce disruption of services and to expedite the layoff and displacement procedure.

Seniority shall apply to layoff and recall as follows:

- a. Employees on probation, within the division in which the layoff occurs, will be laid off first.

- b. Employees shall be laid off according to the inverse order of seniority in that division, provided that the Employer is not required to place any employee at a position for which he/she is not qualified. An employee will be considered to be qualified on positions for which the employee has the skill and ability to successfully perform the work with normal supervision but without additional training other than a two (2) day orientation period. In the event of a layoff in a division, the employees laid off shall have the right to assert seniority in their current division provided the laid off employee displaces an employee with less seniority in that division.
- c. After the procedure set forth has been completed, the laid off employee(s) may exercise seniority rights in the other divisions provided that the laid off employee is qualified for the position and displaces an employee with less seniority in the new division. However, in no instance may a laid off employee assert seniority rights to displace an employee in a higher rated pay classification (according to the maximum step).
- d. The Employer shall not be required to recall any probationary employee who was laid off.
- e. When the work force is increased following a layoff, employees laid off in b. and c. above with the most seniority shall be recalled according to the qualifications needed in the position.
- f. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. Notice shall be given by the employee of his/her intent to return to work within three (3) days. If an employee fails to report for work within five (5) working days from date of mailing of notice of recall, he/she shall be considered a quit. The Employer may make exceptions to the number of days stated above.

### 7.3 NOTIFICATION

Employee(s) to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Chapter Chairperson and Council 25 shall receive a list from the Employer of the employee(s) being laid off on the same date the notices are issued to the employee(s).

## ARTICLE 8

## VACANCIES, PROMOTIONS AND TRANSFERS

8.1

### TRANSFERS OUT OF BARGAINING UNIT

Employees who transfer into a position under the employer not included in the bargaining unit shall retain, but not accrue bargaining unit seniority. If, thereafter, within one (1) year such employee returns to the bargaining unit for whatever reason said employee shall be eligible for all rights and benefits provided for in this agreement. After one (1) year such employee returning to a bargaining unit position for any reason shall not be able to displace any bargaining unit member and may only return to a vacant position, if such vacancy exists, and rights and benefits under this agreement shall be limited to bargaining unit seniority.

8.2

### DISCUSSION

The Employer agrees that in making the transfer of any employee or group of employees from one division to another or from one location to another, such transfer will be discussed as soon as possible with the Union.

8.3

### POSTING

The Employer shall notify the Union Chapter Chairperson in writing, and post in a conspicuous place in each building for at least five (5) working days, a notice of all permanent job openings and shift openings, setting forth the position, location, shift, minimum qualifications and requirements of the job. A permanent job opening is defined to be any permanent job opening, including regular and part-time jobs, which the Employer intends to fill, which result from the creation of a new job by the Employer or any permanent opening on an existing job created by death, quit, discharge, retirement or permanent transfer. Two factors shall be considered in selecting employees for promotion or the filling of vacancies on jobs within the bargaining unit: First, the ability and qualifications of the applicant to perform the open job; and second, the seniority of the applicants for the job. Preference shall be given the applicant with the greatest seniority if he/she can perform the available work and can meet the posted qualifications and requirements of the job.

8.4

### APPLICATIONS

Any employee with seniority may apply for a posted job by signing the posted notice within the five (5) working day posting period. Employees who do not apply during the posting period shall have no claim to the job. New employees will be hired for a posted job only if there are no qualified bidders. While a job is being

posted, and pending the determination of the successful bidder, the Employer reserves the right to make such transfers or hire such employees as may be necessary to fill the job.

8.5 ASSIGNMENT

- a. Determination of the position shall be made within fifteen (15) working days after the posting period and awarded if there are any successful applicants. The Union Chapter Chairperson shall be notified in writing of the successful bidder and/or the reasons for denial of any applicant for a reason other than seniority. All applicants shall be notified of their acceptance or denial.
- b. A successful bidder for a permanent job opening shall have a twenty (20) working day trial period during which period the employee may request a retransfer to his/her former job or the Employer may retransfer the employee to his/her former job if the employee does not have the qualifications or ability to perform the job.

8.6 LIMITATIONS ON RIGHT TO BID

An employee who has obtained a new permanent job by the above procedure shall not be eligible for four (4) months to use the provisions of this Article to obtain any other job, provided, however, if the open job is a promotion or affords greater hours, an employee shall be eligible after thirty (30) days.

8.7 TEMPORARY TRANSFERS

- a. When there is a temporary job opening in a job division because of a shortage of employees resulting from a vacation, leave of absence, illness, an employee trying out a vacant job, or any other absence from the job, the Employer may temporarily transfer any employee to such job, provided, however, if the employee selected has more seniority than other qualified employees, the senior employee may refuse the temporary transfer. A temporary vacancy is defined to be a job for thirty (30) calendar days or less. After such thirty (30) day period, unless the Employer and the Union agree to the contrary, the job will be posted as a permanent vacancy.
- b. If the temporary vacancy is filled by an employee without seniority, or with less seniority, a qualified employee with seniority or with greater seniority, within the first five (5) working days the job is temporarily filled, may apply in writing to fill the temporary job.

At the end of the five (5) working day period, the temporary job will be given to the qualified employee, if any, with the greatest seniority within the division who applies in writing. There shall be no bidding rights to the vacancy created by this section.

- c. When a posted temporary position is filled by another employee, he/she may hold that position until the return of the regular employee. At that time the person filling the temporary position shall return to his/her original position. If the regular employee is not able to return, the position shall be posted as a permanent vacancy.

8.8

SHIFT PREFERENCE

Shift preference will be granted only when an opening occurs on the basis of seniority within the division. In proper cases, exceptions may be made by the Employer should the employee not be qualified. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which the written request was made.

ARTICLE 9

LEAVES OF ABSENCE WITHOUT PAY

9.1

MILITARY LEAVE

- a. Whenever non-probationary employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, or Air Force Reserve, are called to active duty, they shall be entitled to a leave from their respective duties, for such time as they are engaged in active-duty defense training. Such leaves shall not exceed two (2) calendar weeks, ten (10) days (work), and seniority shall accrue during such leave of absence.
- b. Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered reemployment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within one hundred twenty (120) days of the date of such discharge or one

hundred twenty (120) days after hospitalization continuing after discharge.

9.2 CONVENTION LEAVE

A leave of absence of not more than seven (7) calendar days will be granted to not more than two (2) employees at one time during any calendar year to attend a Union convention, provided that adequate replacement for such employees is obtained if such replacement is required.

9.3 UNION LEAVE

- a. Upon written application the Employer will grant a leave of absence to not more than one (1) employee at a time for not more than one (1) year for the purpose of filling an appointed or elected Union office, providing the remaining employees can do the available work. The employee must notify the Employer as soon as he is aware of his intent to return to work at the end of the leave of absence. Seniority shall not accrue during the leave of absence.
- b. A leave of absence not to exceed one (1) year shall be granted in the event an employee becomes a full-time Union Business Representative. Seniority shall not accrue during such leave of absence.
- c. Leaves of absence not to exceed two (2) weeks shall be granted for official Union meetings or conferences or training sessions, provided that no more than two (2) employees from the same division shall be granted leave at the same time. The Employer shall be notified of such intended leave of absence at least two (2) weeks in advance of the meeting to allow for replacements to be obtained. Seniority shall accrue during such leave of absence.

9.4 PERSONAL AND EMERGENCY LEAVE

A leave of absence not exceeding six (6) months may be granted upon written request with reasons stated at the discretion of the Administrator or designee to any employee with seniority. A written response indicating approval or denial shall be returned to the employee within three (3) working days of the request. An extension of up to six (6) months may be granted upon written request. Seniority shall accrue during such leave of absence.

9.5 SICK LEAVE



The Employer shall grant to an employee with seniority a leave of absence for up to one (1) year, provided that proof of illness of the employee or the illness of the employee's spouse or dependents, satisfactory to the Employer, is furnished from time to time upon request. Seniority shall terminate at the end of such period of leave unless the Employer extends the leave of absence for no more than six (6) additional months, in which event the seniority shall extend for a like period. Leave rights under this article shall not apply to those employees involved in existing or pending disciplinary procedures. In such instances the granting of a leave request shall be at the discretion of the Employer.

Employees returning from a medical leave of absence must notify the Employer in writing at least three (3) working days in advance of the date they intend to return from the leave in order to be eligible to return. A prerequisite for reinstatement from a leave caused by the personal illness or injury of an employee is that the employee present a written verification from a licensed physician certifying that the employee is capable of returning to work. The Employer reserves the right, at its expense, to require the employee to submit to an examination by a physician of its choice before reinstating the employee from such a leave of absence. In the event the Employer's physician and the employee's physician disagree, the disagreement shall be resolved by the judgment of an independent physician mutually chosen by the parties. The expense of such independent opinion shall be paid in equal shares by the Employer and the employee.

#### 9.6 MATERNITY LEAVE

An employee who becomes pregnant is required to file with the Employer during the first four (4) months of her pregnancy a physician's statement setting forth the expected delivery date. The pregnancy leave shall begin at such time as the physician certifies that the employee can no longer continue working and shall terminate at such time as the physician certifies her ability to return to work. Termination of seniority, extension of leave of absence and length of the leave of absence shall be in accordance with Section 9.5

#### 9.7 REPLACEMENT AND RETURN FROM LEAVE

In a leave of absence for other than medical reasons, the date of return shall be stated on the application for leave and no other notice of return is required. An employee returning from a leave of absence of not more than thirty (30) calendar days, shall be reinstated to the same position that the employee held at the time the leave was granted. An employee returning from a leave of absence that exceeds thirty (30) calendar days shall be reinstated to the same position that the employee held at the time the leave was granted, seniority permitting. An employee unable to return to



his/her former position may exercise his/her bumping rights under Article 7, Section 7.2.

9.8 The employer will abide with required provisions of the Family and Medical Leave Act.

9.9 WITHOUT PAY

All leaves of absence within this Article shall be without pay.

## ARTICLE 10

### LEAVE OF ABSENCE WITH PAY

10.1 DEFINITION OF TERMS

a. "Immediate Family":

Means father, mother, husband, wife, child, sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild and grandparents.

b. "Relative":

Means uncle, aunt, first cousin, niece and nephew.

c. "Qualified Employees":

Means all regular operations, maintenance, utility bus driver, and transportation employees who have regularly scheduled morning and afternoon runs.

d. "Hourly Rate":

Means the regular straight time hourly rate provided for in this Agreement and compensation shall be for time lost from regular employment.

e. "Sick Leave":

Means absence due to personal illness or injury or illness of a member of immediate family or to make up the difference between workers' compensation and the employee's regular earnings for an on-the-job injury with the Employer.

f. "Current Sick Leave Days":

Those days awarded each February 1 that may be used for absence from work in accordance with articles 10.3a and 10.3b.

g. "Escrow Sick Leave Days":

Those days awarded each February 1 that are used in accordance with Article 10.3a and 10.3b. These days may only be awarded for use after written application by the employee has been submitted to and approved by the Escrow Account Committee.

10.2

SICK LEAVE CREDIT AND ACCUMULATION

a. MAINTENANCE, OPERATION AND TRANSPORTATION EMPLOYEES WORKING TWELVE (12) MONTHS

Sick leave days shall be awarded at the rate of six (6) current days and six (6) escrow days per year for maintenance and operation employees and transportation employees who have regular summer routes.

b. TRANSPORTATION EMPLOYEES LESS THAN TWELVE (12) MONTHS AND PART TIME EMPLOYEES

Sick leave days shall be awarded at the rate of five (5) current and five (5) escrow days per year for part time employees and bus drivers employed less than twelve (12) months per year.

c. PROBATIONARY EMPLOYEES

No sick leave shall accrue during any probationary period, but at the end thereof the employee shall be credited as herein provided, from the date of hire and only for time actually worked. Computation shall be done on the basis of one half (1/2) day per month for current sick leave days and one-half (1/2) day per month for escrow sick leave days up through January 31. Thereafter on February 1 each employee shall be credited with ten (10) or twelve (12) days as defined in a. and b. above.

d. ACCUMULATION OF CURRENT SICK LEAVE DAYS

Unused current sick leave days shall continue to accumulate on a year to year basis.

e. ACCUMULATION OF ESCROW SICK LEAVE DAYS

Unused escrow sick leave days shall accumulate in the escrow bank, in each employee's individual account, on a year to year basis.

f. NOTIFICATION

The Employer will furnish to each employee, the accumulated sick leave credit each has as of February 1 of each year.

10.3 UTILIZATION OF SICK LEAVE

a. EMPLOYEE

Sick leave time may be used for absence from work because of the employee's personal illness or injury.

b. IMMEDIATE FAMILY

Sick leave time may be used for absence from work because of the employee's immediate family member's personal illness, provided it shall not exceed the current year's credit.

c. STATEMENT

Each employee, who is absent, may be required by the Employer to give his/her immediate supervisor a written and personally signed statement, substantiated by a physician's statement, if available, indicating the reasons for such absence when reporting to work on the first working day following the absence. Failure to comply with this provision can result in the withholding of pay for such leave days.

Where the employee claims such verification might compromise the confidential nature of the illness or disability, the employee may submit such verification directly to the Personnel Office. Medical information of a confidential nature shall not be maintained in the employee's personnel file.

d. WORKERS' COMPENSATION

Each employee eligible for Workers' Compensation shall be allowed to use accumulated sick leave to make up the difference between Workers' Compensation and his/her regular earnings.

e. LEAVE BEYOND THE ACCUMULATION

Absences beyond the accumulated amount shall result in a loss of pay for each day absent. The Employer shall notify each employee, who is on continuous sick leave, at least five (5) working days prior to the time the employee's sick leave is exhausted. Such notice shall be in

writing with a copy to the Union. Thereafter, in order to retain seniority, the employee shall, within five (5) working days after receipt of the notice, request a leave of absence as provided by Article 9, Section 9.5.

f. RIGHTS RESERVED

The Employer reserves the right to consider all sick leave problems extending beyond the limitations set forth herein on each individual case.

g. USE ABUSE

Any abuse of the sick leave provisions shall result in disciplinary action up to and including discharge.

10.4 ADDITIONAL LEAVE WITH PAY NOT CHARGED AGAINST SICK LEAVE ACCUMULATION

a. IMMEDIATE FAMILY DEATH

Absence of not more than five (5) consecutive days by the death in the immediate family shall be compensated at the regular hourly rate.

b. RELATIVE DEATH

Absence of not more than three (3) consecutive days caused by the death of a relative who has been living in the same home of the employee, shall be compensated by payment at the regular hourly rate, provided, however, if the relative is not living in the same home, the employee shall be allowed one (1) work day off with pay to attend the funeral.

c. It is expected that bereavement leave will be utilized for the purpose of attending to the needs of the family in the event of such loss and for attending the funeral. Such leave may not be used for the purposes of vacation, recreation or any other reason. Such leave shall include the day of the funeral. Certification or verification may be required. Abuse or misuse of such leave shall be cause for discipline.

d. NON-ACCUMULATIVE

No remainder of leave days granted in the immediately preceding paragraph may be accredited or accumulated.

10.5 MISCELLANEOUS PROVISIONS REGARDING ABSENCE WITH PAY

a. CERTIFICATION

The Superintendent shall certify to the legitimacy for a claim for compensation for absence covered in Section 10.3 and 10.4 by entering on the payroll report the dates and causes for said absence providing the provisions covered absence due to personal illness or member of immediate family, are complied with.

b. TERMINATION OF EMPLOYMENT

Employees who have accumulated sick leave days under the provisions of Article 10.2, and terminate their employment while in good standing with the school district, shall be compensated for unused sick days according to the following rate if eligible:

1. Eligibility

The employee shall have accumulated a minimum of forty-five (45) days of sick leave accumulation from the first date of hire as a regular employee, except that time lost due to a work related injury substantiated by a doctor's statement shall not be included for purposes of this section.

If an employee does not meet the forty-five (45) day minimum due to a major illness or major surgery, the affected person may submit documented evidence from a licensed medical or osteopathic physician to the superintendent who shall review the request and render a final decision.

After 6 complete years	\$10.00/per day
After 7-13 complete years	\$12.00/per day
After 14-19 complete years	\$18.00/per day
After 20-29 complete years	\$20.00/per day
After 30 or more complete years	\$23.00/per day

2. The employee shall have continuous and uninterrupted service with the Mona Shores Public Schools regardless of the position, division or classification in which the employee worked.
3. Layoff status or leave of absence status shall not be construed to be an interruption of service.
4. It is understood and agreed the district's maximum payment liability shall be no more than \$2,800 to any single person.

c. PERMISSION

No employee shall absent himself/herself from regular duties for causes other than those set forth herein without first obtaining permission therefor.

d. CONFERENCE

Any absence for causes other than those set forth in the preceding sections and paragraphs shall be subject to conference between the absentee and the Superintendent of Schools who shall determine that compensation, if any, shall be made for such absence, his/her decision being subject to approval by the Board of Education.

e. ADDITIONAL DAYS FOR DEATH

If an absence of more than the allotted days in Section 10.4 is needed, additional days, without pay, may be granted by the Superintendent upon request.

f. BUSINESS LEAVE DAY (Bus Drivers only)

Each bus driver may be granted one (1) day per fiscal year for reasons acceptable to and approved by the administration. A minimum of forty-eight (48) hours notice shall be given except in the case of an emergency where less notice may be approved.

## ARTICLE 11

### WAIVER

The parties agree that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as may be expressly provided for herein, or with respect to any other matter or subject not specifically referred to or covered in this Agreement.

ARTICLE 12

WAGES

RATES PER HOUR

12.1 RATES AS OF FEBRUARY 1, 1994

Effective February 1, 1994, the wage schedules shall be in effect: For B-1, B-4 and B-5 employees to move to the hourly rates specified in D and E, the applicant shall demonstrate to the administration's satisfaction he/she possesses the ability and qualifications to properly perform the job.

The administration shall have the discretion in determining placement dependent on performance, proficiencies, evaluation or uses of assessment procedures.

	A	B	C	D	E	F	G
A. MAINTENANCE DIVISION							
A1 Mechanical Mechanic	10.80	11.07	11.40	11.75	12.82	13.82	14.82
A2 Asst. Mechanical Mechanic	10.47	10.72	10.96	11.13	12.34	13.34	14.34
A3 Construction & Repair	10.80	11.07	11.40	11.75	12.82	13.82	14.82
A4 Asst. Construction & Rep	10.47	10.72	10.96	11.13	12.34	13.34	14.34
B. OPERATION DIVISION							
	A	B	C	D	E		
B1 Grounds	7.35	7.50	8.20	11.29	11.74		
B2 Custodian A	10.78	11.04	11.29	11.57	12.02		
B3 Custodian B	10.78	10.94	11.21	11.40	11.93		
B4 Custodian	7.35	7.50	8.20	11.29	11.74		
B5 Utility Worker	7.35	7.50	8.20	11.29	11.74		
C. TRANSPORTATION DIVISION							
C1 Utility Busdriver	10.78	10.94	11.12	11.29	12.07		
C2 Busdriver	10.78	10.94	11.12	11.29	11.74		
C3 Stand-by Time						9.89	

12.2

Hourly Rates effective February 1, 1995:

	A	B	C	D	E	F	G
<b>A. MAINTENANCE DIVISION</b>							
A1 Mechanical Mechanic	11.18	11.46	11.80	12.16	13.27	14.30	15.34
A2 Asst. Mechanical Mechanic	10.84	11.10	11.34	11.52	12.77	13.81	14.84
A3 Construction & Repair	11.18	11.46	11.80	12.16	13.27	14.30	15.34
A4 Asst. Construction & Rep	10.84	11.10	11.34	11.52	12.77	13.81	14.84
 <b>B. OPERATION DIVISION</b>							
	A	B	C	D	E		
B1 Grounds	7.61	7.76	8.49	11.69	12.15		
B2 Custodian A	11.16	11.43	11.69	11.97	12.44		
B3 Custodian B	11.16	11.32	11.60	11.80	12.35		
B4 Custodian	7.61	7.76	8.49	11.69	12.15		
B5 Utility Worker	7.61	7.76	8.49	11.69	12.15		
 <b>C. TRANSPORTATION DIVISION</b>							
C1 Utility Busdriver	11.16	11.32	11.51	11.69	12.49		
C2 Busdriver	11.16	11.32	11.51	11.69	12.15		
C3 Stand-by Time					10.24		

12.3

LONGEVITY

At the conclusion of the tenth (10th) year and the eighteenth (18th) year of continuous and uninterrupted service in a division of the Mona Shores Public Schools, employees shall receive the following longevity payments if eligible according to all of the following criteria:

- A. After ten (10) full years but less than eighteen (18) full years one hundred and four dollars (\$104).
- B. At the conclusion of the eighteenth (18th) full year, an additional one hundred and four dollars (\$104).
- C. Longevity pay shall be paid in a lump sum in August.
- D. Eligible employees shall file written notification with the personnel office stating eligibility for longevity pay by June 30 of the year eligible.



12.4

PROCEDURE AND CREDIT

- a. The above hourly wage rates shall be paid in accordance with the following:
- A - Hiring Rate
  - B - First full pay period after ninety (90) days seniority
  - C - First full pay per period after one year seniority
  - D - First full pay period after two years seniority
  - E - First full pay period after three years seniority

The following is applicable only to employees in the maintenance division:

- F - First full pay period after four years seniority
  - G - First full period after five years seniority
- b. Experience Credit - The Employer may hire at not more than the two (2) year rate, providing the new hire is at the minimum hire rate for his probationary period.
- c. Rates for New Jobs - When a new division or classification is created not covered herein but a part of the bargaining unit, the Employer will notify the Union prior to establishing a rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiation.
- d. Regular part-time employees are defined to mean the employees, other than busdrivers, who regularly work a schedule of less than eight (8) hours per day or forty (40) hours per week and/or less than twelve (12) months in any one (1) year. Such employees shall be entitled to no insurance benefits but shall receive sick leave, vacation and holiday benefits in accordance with the number of hours they are normally scheduled to work per day and week.
- e. Summer employees, leaf removal employees, spring yard work employees and emergency snow removal employees shall not be covered by this Agreement, provided that such employees shall not displace employees covered by this Agreement.

12.5

BI-WEEKLY PAYROLL

Effective February 1, 1986, employee's bi-weekly payroll checks shall not reflect payment for the hours worked during the current week.

## ARTICLE 13

### HOURS FOR MAINTENANCE AND OPERATION AND UTILITY BUS DRIVER

#### 13.1 REGULAR WORK WEEK

a. The regular work week shall be forty (40) hours and shall consist of five (5) consecutive days of eight (8) hours each day. This shall not be construed as a guarantee of hours of work.

The following shall be the regular shift schedules:

First Shift - 7 a.m. to 3:30 p.m.  
Monday through Friday

Second Shift - 3 p.m. to 11 p.m.  
Monday through Friday

Third Shift - 11 p.m. to 7 a.m.  
Monday through Friday

b. The regular shift schedules may be changed because of changes in school hours, changes in class schedules or extension or reduction of the school program, or weather conditions. At least five (5) days advance written notice of such change shall be given to the Chapter Chairperson except for emergency conditions. Upon request of the Union, the Employer shall meet and discuss such changes prior to implementation.

#### 13.2 SHIFT PREMIUM

Employees working on the second shift shall receive ten (10) cents per hour above their regular rate and employees working on the third shift shall receive fifteen (15) cents per hour, above their regular rate, for each hour worked. An employee who begins the regular shift at or after 3:00 p.m. and prior to 7:00 p.m. shall be deemed to be on the second shift and an employee who begins the regular shift at or after 11:00 p.m. and prior to 3:00 a.m. shall be deemed to be on the third shift.

#### 13.3 SPLIT SHIFTS

There shall be no split shifts. A split shift shall be defined as any shift which is longer than eight (8) continuous hours, excluding overtime hours, from starting time to quitting time, other than the designated thirty (30) minute lunch period.

13.4 LUNCH PERIOD

Employees on the first shift shall be entitled to a one-half hour lunch period for which they will not be paid. Employees on the second and third shift shall be entitled to a one-half hour lunch period for which they will be paid. Employees who work the second and third shift shall not leave their building without the permission of their supervisor.

13.5 CALL IN TIME

Employees called to work outside their regular shift shall receive a minimum of two (2) hours pay at the straight time hourly rate, or at the applicable overtime rate, provided they do the work which is assigned during that period.

13.6 OVERTIME SCHEDULING

a. Each employee interested in working overtime may volunteer by requesting, in writing, to be added to the voluntary overtime list within his/her building and/or the district-wide voluntary overtime list.

Such written request to be added to or deleted from the overtime lists may be made at any time, however, if the employee is requesting to be deleted from the list(s), he/she shall not be allowed to rejoin the list(s) for a ninety (90) calendar day period.

Such lists shall be maintained on a yearly basis, from September 1st to August 31st of each year.

The employer will serve notice to the employees, by a memo into each work area, that overtime lists are being formulated, by August 15th of each year.

b. The list will be compiled for September with the volunteers listed in seniority order. Overtime shall be rotated among volunteers. The rotation shall be continuous through the year until a new list is compiled the following September. If an employee volunteers who was not on the list he/she shall be placed on the list according to his/her seniority and he/she shall be eligible to work overtime in accordance with the normal rotation.

c. To the extent possible, employees will be notified at least four (4) hours prior to the end of the shift of any overtime for that day and by noon on Friday for any Saturday overtime. Any employee who has volunteered to work overtime and is notified in accordance with this paragraph shall be obligated to work the overtime hours in their building unless excused by the supervisor.

d. Overtime assignments will be on a rotating schedule among the qualified employees within each building and within each division who have expressly volunteered for such overtime work. The employer's obligation to rotate overtime shall be satisfied by calling employees in seniority order and offering them the opportunity to work.

e. If there are insufficient volunteers available for any specific assignment, the employer may require the least senior employee in the division to perform the work.

f. See letter of intent for further clarification.

g. Substantiated errors made in the rotation of overtime (Article 13.6d) will be corrected on the basis of offering the bypassed employee an amount of overtime equal to the time lost due to the error of assignment. Depending on the number of hours involved, it is possible that this may take more than (1) one overtime offer/assignment. Acceptance of the compensatory overtime will not change the employees spot in the overtime rotation, thus the employee will remain eligible for overtime in the same rotation as before the error.

The compensatory overtime will not be offered at such a time or in such a manner that would purposefully cause inconvenience or inability to the effected employee to comply.

In the event the employee declines the offered overtime work, the employee shall forfeit any future claim to the overtime hours in dispute.

## ARTICLE 14

### HOURS FOR TRANSPORTATION

#### 14.1 REGULAR BUS RUNS

Regular bus runs shall consist of picking up and delivering of students along an established route, to and from school, at the discretion of the Employer.

#### 14.2 ASSIGNMENT

a. At least one (1) week before the start of each school year each driver shall be assigned the run he/she had at the end of the previous school year, the routes as listed and the length of time, unless there has been a substantial change. All new runs (including those from a substantial change) or open runs shall be posted, setting forth the route as listed and the length of time. Busdrivers shall be permitted to select them on a seniority basis,

provided, however, that if, in the opinion of the Director of Transportation, a driver is not initially qualified for a run or after being on the run cannot adequately handle same, then the driver may be removed. Any disagreement with the decision of the Director may be subject to the grievance procedure.

b. The regular posting procedure shall be used when vacancies or new runs (including those created by a substantial change) become available during the school year. After the posting period, the run/runs shall be awarded to the senior bidder provided that the employee will not be placed in either daily or weekly overtime.

c. A substantial change is defined to be a thirty (30) minute change (increase or decrease) in the daily length of the run and where the change occurs at least three (3) days (or a majority) of the week, or if the time difference changes the full-time/part-time status of the run.

A run involving a change on a temporary basis of two (2) weeks or less does not have to be posted.

#### 14.3 STAND-BY TIME

a. Stand-by time is defined to mean that period of time on a field trip from the time of unloading at the destination away from the school district until reloading time. Stand-by time shall also apply in the following situation: where an employee is regularly to perform a specific task (e.g., picking up a particular child) and where the Employer advises the employee not to perform the task and the employee loses time thereby. In this event, the employee shall receive one (1) hour of pay at the stand-by rate.

b. Under certain circumstances it may be in the best interest of the school district to split field trips, including athletic trips. These circumstances could include the most efficient use of buses, safety of busdrivers and equipment, or trips which show a disproportionate amount of standing time in excess of five (5) hours.

#### 14.4 MINIMUM TIME

Busdrivers, when called to work outside of their regular school runs, shall be entitled to a minimum pay of one (1) hour's straight time at the applicable rate, plus one (1) hour's standing time. When a bus driver reports for his/her regular bus run and is told that the run has been canceled for any reason, the bus driver shall receive one (1) hour of reporting pay, paid at his/her regular hourly rate.

14.5

FIELD TRIPS

a. Field trips, including athletic trips, are those runs outside the regular bus run schedule, and shall be assigned by the bus supervisor on a rotating basis among all drivers, providing that they are initially qualified for the trip and can adequately handle same in the opinion of the Director of Transportation, subject to the grievance procedure. The Employer reserves the sole and exclusive right to subcontract field trips, including athletic trips, in excess of fifty-five (55) miles one way in length.

b. Field trips shall be posted at least one (1) week in advance whenever possible, and shall be taken down on Thursday, A.M., prior to the assignment. Total accumulation of trip hours will be posted and the trip will be awarded to the driver that has signed and has the least number of accumulated trip hours. All overtime hours worked by Utility Bus Drivers shall be posted as trip hours. Ties will be decided by seniority. Accumulated trip hours will continue to be tabulated by bargaining unit personnel.

14.6

MEETINGS PAY

Busdrivers shall be paid at their regular rate for all meetings called by the Employer.

14.7

BOOK WORK

Busdrivers shall be paid at their regular rate for at least two (2) hours pay for outside book work per year if required.

However, each driver shall first discuss the book work project with the supervisor in advance in all cases and secure written preapproval if more than two (2) hours may be necessary.

**ARTICLE 15**

TIME AND ONE-HALF AND DOUBLE TIME

15.1

PAY - TIME AND ONE-HALF

Time and one-half of the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours in one (1) day, and forty (40) hours per week.

15.2                    PAY - DOUBLE TIME

Double time shall be paid for all hours worked on Sundays, and for all hours worked on holidays that are defined in this Agreement, plus holiday pay.

15.3                    CUSTODIAN

Custodians only shall receive time and one-half the regular rate of pay for all hours worked on Saturday.

15.4                    PYRAMID

Payment for overtime shall not be pyramided (i.e., overtime shall not be paid twice for any given hour).

ARTICLE 16

HOLIDAYS

16.1                    GENERAL CONDITIONS

a. To be eligible for the holiday pay, an employee must have worked his/her last scheduled day prior to the holiday and his/her first scheduled day after the holiday, unless the absence was excused by the supervisor;

b. In the event an employee is unable to work the day before and/or after the holiday because of proven personal illness or injury, item a. above shall not apply;

c. An employee is not eligible for holiday pay who is on layoff or on an official leave of absence without pay in excess of five (5) working days.

16.2                    HOLIDAYS FOR MAINTENANCE AND OPERATION

Each custodian, maintenance employee and utility busdriver will be entitled to the number of hours (not to exceed eight (8)) he/she would normally work per day for:



- a. Day Before New Year's Day
- b. New Year's Day
- c. Memorial Day
- d. Fourth of July
- e. Variable
  - (1) July 5, 1994
  - (2) July 3, 1995
  - (3) July 5, 1996
- f. Labor Day
- g. Thanksgiving Day
- h. Day After Thanksgiving Day
- i. Day Before Christmas
- j. Christmas Day
- k. Floating Holiday

This floating holiday may be used when school is not in session for students. If this day is not used prior to the day after Christmas, the holiday shall be assigned by the administration to be used the day after Christmas.

Each eligible employee who desires to use the floating holiday shall file a written request in advance and make arrangement with his/her supervisor prior to use. Such request is subject to the supervisor's approval. It is clearly understood and agreed this day shall be used as a whole day and not a partial day.

In the event more employees want to use a specific day for the floating holiday than can be spared at a given time, preference shall be given to the senior employee provided the written request is made at least thirty (30) days in advance of the date requested.

16.3

HOLIDAYS FOR TRANSPORTATION

Each busdriver will be entitled to the number of hours (not to exceed eight (8)) he/she would normally work per day for:

- a. Memorial Day
- b. Fourth of July (only for those employees who have regular summer bus routes)
- c. Labor Day (twelve (12) month drivers only)
- d. Thanksgiving Day
- e. Day After Thanksgiving Day
- f. Day Before Christmas
- g. Christmas Day
- h. Day After Christmas Day
- i. Day Before New Year's
- j. New Year's Day

Effective February 1, 1991, during years when the normal school year for students begins prior to Labor Day, Labor Day shall be a holiday for each busdriver.



HOLIDAYS ON SATURDAY OR SUNDAY

If a holiday falls on Saturday, the employee shall have Friday off with pay in lieu of pay for Saturday, providing school is not in session on Friday. If it is in session, Saturday shall be the holiday and each eligible employee shall receive one (1) days pay in addition to pay earned for the time he/she worked during the holiday week. If a holiday falls on Sunday, the employee shall have Monday off with pay in lieu of pay for Sunday.

ARTICLE 17VACATIONSGENERAL CONDITIONS

- a. Paid vacation time is an earned benefit.
- b. In order to qualify for vacation time, an employee must have worked at least 1800 hours during the previous calendar year. Employees working less than 1800 hours in the previous calendar year will be entitled to a pro-rated vacation benefit. For the purpose of computing hours worked for vacation eligibility, all hours in pay status will be counted as hours worked.
- c. The amount of earned paid vacation time for each employee shall be computed as of January 1 of each year.
- d. Paid vacation time earned during a given year must be used during and before the end of the following year.
- e. Each employee desirous of using a specific time for vacation, shall request and make arrangements with his/her immediate supervisor prior to using such time. The specific time and length of such time is subject to the supervisor's approval.
- f. Vacation time may be requested for any time during the year except the first week before the school year begins and the first week after the school year is completed.
- g. When a holiday is observed by the Employer during a scheduled employee vacation time, the vacation will be extended by a number of days equal to the number of holidays within that scheduled vacation time.
- h. In the event more employees want a certain vacation time than can be spared at that given time, preference shall be given to the most senior employee, provided the request is made at least thirty (30) days in advance to the vacation period.

i. The amount of vacation pay shall be at the employee's current (at the time vacation is taken) regular rate of pay.

j. Vacation pay will be paid to the eligible employee on the pay day in advance of the vacation, provided the employee gives the Employer notice in writing at least two (2) weeks prior to the pay day immediately preceding the vacation.

k. If an employee is laid off or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

17.2

LENGTH OF PAID VACATION TIME FOR FULL  
TIME MAINTENANCE, OPERATION, AND UTILITY  
BUSDRIVER EMPLOYEES

a. Each employee for less than one (1) year, but more than six (6) months, shall be granted one (1) day for each five (5) weeks or major part thereof of continuous employment (as of December 31) but shall not exceed nine (9) days.

b. Each employee having continuous employment (as of December 31) of one (1) year or more but less than nine (9) years shall be granted two (2) weeks.

c. Each employee having continuous employment (as of December 31) of nine (9) years or more shall received three (3) weeks.

d. Each employee having continuous employment (as of December 31) of seventeen (17) years or more shall receive four (4) weeks.

17.3

PAID DOWN TIME FOR TRANSPORTATION EMPLOYEES

Each regular busdriver, with at least one (1) year of seniority and who has regular scheduled summer routes shall be entitled to two (2) weeks of paid down time. The pay per week will be equal to his/her regular hourly rate times the number of hours he/she would normally work during each work week of the summer. The two (2) weeks shall be granted during the two-week shutdown of the S.M.I. program in July. If the driver wants to carry these days into the next year and requests up to ten (10) days off with pay, the day(s) will be approved if a substitute driver is available.

ARTICLE 18

INSURANCE

18.1 HOSPITALIZATION AND LIFE INSURANCE FOR  
EMPLOYEES WITH SENIORITY IN MAINTENANCE,  
OPERATION AND UTILITY BUSDRIVER

a. Effective April 1, 1978, the Employer shall provide the Blue Cross/Blue Shield coverage listed below, and each employee selecting coverage shall have the designated percentage stated herein deducted through payroll deduction each month:

- (1) MVF - 1, D45NM, Semi
- (2) IMB/OB
- (3) DCCR/DC
- (4) ML
- (5) CC/CLC
- (6) FAE
- (7) VST
- (8) PDP \$2.00 Co-pay
- (9) Master Medical Option II

Effective after ratification by both parties, the following shall be implemented relative to hospitalization insurance:

1994-95

<u>Employer Subsidy</u>	<u>Employee Co-Pay</u>
97.5% of the premium	2.5% of the premium

1995-96

<u>Employer Subsidy</u>	<u>Employee Co-Pay</u>
95.5% of the premium	4.5% of the premium

1996-97

<u>Employer Subsidy</u>	<u>Employee Co-Pay</u>
93.5% of the premium	6.5% of the premium

Each employee must select the coverage based on his/her coordination of benefits (need and family status) listed below:

- (1) Employee and family
- (2) Employee and spouse
- (3) Employee only
- (4) Option plan
- (5) None

Change in family status will be allowed according to the regulations of the insurance carrier.

b. Effective November 1, 1994, a \$10,000 life insurance or death benefit with AD and D will be paid to the Employee's estate in the event of the employee's death.

18.2 HOSPITALIZATION AND LIFE INSURANCE FOR EMPLOYEES WITH SENIORITY IN TRANSPORTATION

a. The same conditions and percentages of Co-pays listed in 18.1 above shall apply to regular bus drivers for the single subscriber rate. Payroll deductions for the amount over the single subscribe rate shall be made for those employees selecting coverage for spouse or family.

b. Effective November 1, 1994, a \$10,000 life insurance or death benefit with AD and D will be paid to the employee's estate in the event of the employee's death.

18.3 OPTION PROGRAM

Each employee who has seniority not covered under Sections 18.1 or 18.2 may select any insurance options and/or annuities available by Board policy. The Employer will pay for the premium for such options not to exceed forty dollars (\$40) per month, increased to forty-five dollars (\$45) per month, effective February 1, 1991, and fifty dollars (\$50) per month effective February 1, 1992.

18.4 PAYROLL DEDUCTION

Each employee selecting additional coverage causing a greater premium (in excess of the Employer paid premium to which he/she is entitled) will have such extra premium deducted from his/her payroll.

18.5 DENTAL PLAN- 60/40 CO/PAY

The Employer's dental plan will be in effect for each employee who is regularly employed by the employer for fifteen (15) hours or more per week. Each employee who is regularly employed fifteen (15) hours or more per week but less than thirty (30) hours per week will have the dental benefits pro-rated to the amount of time actually worked. For this purpose paid sick leave time, holidays with pay and paid vacation time are included in time worked.

18.6 VISION PLAN

Effective February 1, 1990, the Employer's vision plan (V.S.P. II) will be in effect for each employee who is regularly employed by the Employer for fifteen (15) hours or more per week. Each employee who is regularly employed fifteen (15) hours or more per week but less than thirty (30) hours per week will have the vision benefits pro-rated to the amount of time actually worked. For this purpose paid sick leave time, holidays with pay, and paid vacation time are included in time worked.

18.7                    TERMINATION OF BENEFITS LISTED ABOVE

a. In the event an employee is terminated, laid off, or is on a leave of absence without pay, the coverage will stop at the end of the period for which the premium was paid unless the employee requests the coverage to continue. In such case the employee shall reimburse the Employer for his/her full premium cost. This extension shall not exceed COBRA provisions.

ARTICLE 19

MISCELLANEOUS

19.1                    UNION BULLETIN BOARDS

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

- a. Notices of recreational and social events.
- b. Notices of elections.
- c. Notices of results of elections.
- d. Notices of meetings.
- e. Vacancy Notices

19.2                    JURY DUTY

An employee who serves on Jury Duty will be paid the difference between his pay for Jury Duty and his regular pay.

19.3                    BREAK

Employees may take a "break" in the A.M. and also a "break" in the P.M. or the first half and second half of their regular shift, whichever may apply. Such break will be for ten (10) minutes.

19.4                    SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of thirty (30) days following the date they are filed by the Local Union.

19.5                    UNIT WORK

Supervisory employees and other employees not covered by the bargaining unit shall not perform any bargaining unit work which would cause the layoff or reduce the hours of any bargaining unit employees except, they may continue to perform those duties that have been the custom in the past, to fill in for absent employees, training and instructional work, or an emergency nature, and work on new procedures, methods or equipment. In addition, the District can employ supervisors who perform some maintenance and custodial tasks on a regularly scheduled basis provided that those responsibilities do not exceed twenty (20) hours a week.

19.6                    PHYSICAL EXAMINATION

If at any time the Employer designates a physician or physicians to perform annual required physical examinations for busdrivers, the Employer shall pay the full cost of such required annual physical examination performed by such physician or physicians. The Employer shall not be obligated to pay any part of the cost of required annual physical examinations performed by physicians other than such designated physicians.

19.7                    CONTRARY TO LAW

If any provision of this Agreement shall be found contrary to Federal, State and/or General School Law, then such provision shall not be deemed valid and subsisting except to the extent permitted by such Laws.

19.8                    LICENSE AND CERTIFICATION FEES

The Employer agrees to reimburse current Transportation employees and current bargaining unit members who are asked by the Employer to sub in Transportation, upon presentation of proper receipts, one-half (1/2) the (State of Michigan) cost for license and certification fees, including endorsements, which are required as a condition of employment.

## EMPLOYER RIGHTS

### 20.1 AUTHORITY

The Union recognizes that the Employer, on its behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the General School Law and the Constitution of the State of Michigan and of the United States.

### 20.2 MANAGEMENT

Except as expressly abridged or modified by this Agreement or by Act 379, the powers, rights, authorities, duties and responsibilities shall include, by way of illustration and not by way of limitation the right to:

- a. Manage and control the schools' business, the equipment, and the operations and to direct the working forces and affairs of the Employer.
- b. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees (if above the employee's division, such assignment will be temporary and of a short duration), determine the size of the work force and to layoff employees so long as such action does not conflict with layoff and recall provisions of this Agreement.
- c. 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, the institution of new and/or improved methods or changes therein.
- d. Adopt reasonable rules and regulations.
- e. Determine the qualifications of employees, including physical conditions.
- f. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- g. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

h. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

i. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

j. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

## ARTICLE 21

### NO STRIKES

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

## ARTICLE 22

### EFFECTIVE DATE AND DURATION 1996-97 NEGOTIATIONS TOPICS AND TERMINATION

#### 22.1 EFFECTIVE DATE AND DURATION

This Agreement shall become effective February 1, 1994, except as otherwise provided, and continue in full force and effect until January 31, 1997.

#### 22.2 1996-97 NEGOTIATIONS

Both the Board and Union mutually agree to reopen negotiations for the 1996-97 year, and the topics shall be limited to only hourly wages and vision insurance.



TERMINATION

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to January 31, 1997, give written notice of termination or modification. If neither party shall give notice of termination or modification, as hereinafter provided, or if each party giving a notice of termination or modification withdraws the same prior to January 31, 1997, this Agreement shall continue in effect from year to year thereafter subject to notice of termination or modification by either party on sixty (60) days written notice prior to the anniversary date.

BOARD OF EDUCATION OF THE  
DISTRICT OF MONA SHORES

MONA SHORES SCHOOL EMPLOYEES  
CHAPTER 1 OF LOCAL #201  
OF COUNCIL 25, American  
Federation of State County  
and Municipal Employees

By Judith L. Wilcof  
President

By J. H. Rolen 10/31/94  
For Council 25

Kenneth J. Wilcof 11/4/94  
Superintendent

Viore L. Karlo 11-2-94  
Chairperson

Gordon Norman  
Chief Negotiator

Robert J. Stone 11-2-94  
Committee Member

Ralph D. Doherty 11-4-94  
Team Member

Walter J. Ochs 11/2/94  
Committee Member

J. J. Quinn  
Team Member

Jacquelyn J. Van Dyke  
Committee Member

Deanne H. Baker 11/2/94  
Alternate Committee Member

MEMORANDUM OF UNDERSTANDING

NUMBER 1

between

MONA SHORES BOARD OF EDUCATION

and

MONA SHORES MAINTENANCE, OPERATION  
AND TRANSPORTATION UNION, AFL-CIO

Regarding Article 6 - Section 6.3

It is understood by both parties that Article VI, Section 6.3, is implemented strictly for bidding between divisions.

A qualified busdriver (15 days in position, Article 8, Subsection 8.5b) working over twenty (20) hours per week results in seniority accumulating at a full time rate including school breaks.

A qualified busdriver (15 days in position, Article 8, Subsection 8.5b) working twenty (20) hours or less per week results in seniority accumulating at one half (1/2) time including the school breaks. All additional hours worked by a part time employee will be added to the regular weekly hours worked for that week's computation.

KJ Walcott  
Kenneth J. Walcott, Superintendent

11/7/94  
Date

Dianne H. Baker  
Dianne Baker, Chapter Chairperson

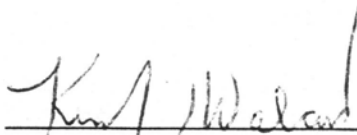
11-8-94  
Date

LETTER OF INTENT

The District recognizes that overtime can be desirable and, indeed, important for bargaining unit employees. In light of this, the Employer will make reasonable effort to provide overtime opportunity by not employing substitute custodians for some short-term absences, i.e., those two (2) days or less. This in no way infringes upon the District's right to utilize supervisors for assignments in accordance with Section 19.5 of the Master Agreement.

The Board and the Union mutually agree effective February 1, 1995, this letter of intent shall be modified as follows:

The District recognizes that overtime can be desirable and, indeed, important for bargaining unit employees. In light of this, the Employer will make reasonable effort to provide overtime opportunity by not employing substitute custodians for some short-term absences, i.e., those one (1) day or less. This in no way infringes upon the District's right to utilize supervisors for assignments in accordance with Section 19.5 of the Master Agreement.

 11/4/94  
\_\_\_\_\_  
Kenneth J. Walcott, Superintendent

 11-2-94  
\_\_\_\_\_  
Dianne Baker, AFSCME Chapter Chairperson

