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6/30/93

MESPA UNIT I

and

**MARQUETTE AREA PUBLIC
SCHOOLS**

Master Agreement

1990-93

Marquette Area Public Schools

LABOR AND INDUSTRIAL
RELATIONS DIVISION

MESPA I - MAPS 1990-93 MASTER AGREEMENT

MESPA UNIT I AND MARQUETTE AREA PUBLIC SCHOOLS
Master Agreement
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ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Michigan Education Support Personnel Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

The bargaining unit shall consist of:

Unit I: All full-time and regularly scheduled part-time bus drivers, mechanics, custodians, and cooks.

- B. The use of masculine pronouns refers to both male and female employees in this bargaining unit.
- C. Recognition Employment Defined
1. Full Time: An employee who is employed at least thirty (30) hours per week.
 2. Part Time: An employee who is employed less than thirty (30) hours per week.
 3. Probationary: An employee who would otherwise qualify as a full-time or part-time employee who has not yet completed their probationary period. (See Article VII, B.)
 4. Substitute: An employee who is employed to fill positions of full time, part-time, or probationary employees while such bargaining unit members are away from work or persons who are hired for a limited period. (The Association is to be notified in writing if such limited period is expected to extend beyond twenty (20) days actually worked, and if so, the project upon which such individuals are employed.) Substitutes are not bargaining unit members and except for this sub-section are not covered by the provisions of this Agreement.
- D. Days refer to working days unless otherwise noted.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

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

- A. Each year the Association shall be credited with a total of fifteen (15) days to be used by the officers or agents of the Association; such use to be at the discretion of the Association as provided herein. The union will reimburse the Board for the sub on the odd numbered days after 10 days.
1. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave.
 2. Any employee scheduled to work on such leave shall receive full pay for

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such day. This pay is not to include any overtime the employee may have been scheduled to work.

- B. Special conferences for important matters will be arranged between the Association President and the designated representative of the Employer upon request of either party. Such meetings will normally be between at least two (2) representatives of each of the parties and will be held at mutually agreeable times and places. Should the Employer require such meetings to be during participating bargaining unit members' normal scheduled hours, such members will be released for the purpose of attending such conferences without loss of pay.
- C. The Association shall be provided with bulletin boards for the purpose of posting Association materials. These bulletin boards will be designated by building principals. The Association shall also have the right to use the school mails to distribute Association material upon the notification of the building principal. No political matter or advertising of any kind will be so posted or distributed.
- D. The Association shall have the right to use school facilities for meetings as long as the intended use does not interfere or conflict unduly with regular school functions.
- E. The Association shall have the right to use school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment upon first notifying the building principals when the equipment is not otherwise in use.
- F. The Association shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation and care of all such equipment.
- G. Duly authorized representatives of the Association or representatives of the state and national levels shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.
- H. The Association shall have the opportunity to discuss upon request any new or modified fiscal budgetary policy.
- I. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be substantially altered, increased, or transferred to persons not covered by this Agreement.
- J. Supervisors not in the bargaining unit shall not regularly perform any work of other employees in the bargaining unit unless an emergency or training situation occurs. Emergency shall be defined when a bargaining unit member and/or a substitute is not available.
- K. The Employer agrees to furnish to the Association, in response to reasonable requests, available information concerning the financial resources of the district, together with information which may be necessary for the Association to process any grievance or complaint.
- L. The Employer shall inform all new employees that the payment of dues or the

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service fee is a condition of employment. Within ten (10) working days the Employer shall notify the Association of said hire in writing which includes rate of pay, step, date of hire, and position.

ARTICLE III ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

Section 1

- A. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association in an amount not to exceed the dues uniformly required to be paid by members of the MESPA, (including local, state, and national dues) in accordance with applicable law, provided, however, that the bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article (paragraph D below). In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction as herein provided, the Employer shall, at the request of the Association, terminate the employment of such bargaining unit member. The parties expressly recognize that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- B. The Association, in all cases of discharge for violation of this Article, shall notify the employee, bargaining unit member, of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Employer in the event that he/she has failed to pay the service fee, then he/she may request and shall receive a hearing before the Employer Board of Education and the Association limited to the question of whether he/she has failed to pay the service fee.
- C. In the event of any legal action against the Employer brought in a court or an 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:
1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and,
 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- D. The Association agrees that in any action so defended it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for compensation paid under the Michigan Employment Security Act.
- E. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the Employer an assignment

authorizing deduction of dues, assessments, and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MESPA Constitution and Bylaws. Pursuant to such authorization the Employer shall deduct dues every pay day in equal amounts beginning with the second payday of the school year and ending with the close of the school year.

- F. 1. Upon appropriate written authorization from the bargaining unit members, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC/MESPA contributions or any other plans or programs jointly approved by the Association and the Employer provided that there are at least ten (10) employees authorizing such deductions to the particular organization involved.
- 2. These deductions shall be made every payday once the authorization is delivered to the business office. Upon authorization individuals on twenty-six (26) pay periods will have deductions continue for the summer. However, if they wish to change, notification must be made no later than May 1. Except in unusual circumstances, bargaining unit members shall not be permitted to make more than two (2) changes per year total for such deductions. Deductions currently being made for less than ten (10) employees to particular organizations shall continue until June, 1988.

Section 2 - Period of Enrollment

The Association shall present to the Board authorization for deduction by the second Friday of the school year.

Section 3

The Board shall not be liable for any errors or losses in the administering of this Article.

ARTICLE IV - EMPLOYEES' RIGHTS AND RESPONSIBILITIES

- A. Pursuant to the Michigan Employment Relations Act, the Employer agrees that employees shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color or law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce employees in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States of America; that it will not discriminate against employees with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association of collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

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- B. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations.
- C. The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Employer unless it affects or impacts upon the Employer, the Employer/employee relationship, or the employee's overall ability to perform his/her job; i.e., criminal activity, etc.
- D. Bargaining Unit Member Self-Improvement
1. The Board shall provide in-service training to part-time and full-time employees. Employees shall be paid for such time spent in in-service training.
 2. Mandatory classes held after the regular work day will be compensated at the rate of time and one-half (1-1/2) for those who qualify for overtime.
 3. Any bargaining unit member who enrolls in and successfully completes a course related to his/her responsibilities at an accredited college or university or supported by the Board shall receive full reimbursement from the Board for tuition, books, and supplies. This section is subject to prior Board approval.
- E. Any case of assault upon an employee that is job related shall be promptly reported to the Employer. The Employer within the legal limits of its liability insurance will provide the employee with legal counsel to advise the employee of his/her rights and obligations with respect to such assaults and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- F. It is the responsibility of the administration during employee illness and absence to cover his/her work assignment. It is the individual employee's responsibility to notify his/her appropriate supervisor of each intended absence as soon as said need becomes apparent. Whenever possible, this notification shall be done the night before prior to an absence and at the very latest one (1) hour before the employee is scheduled to work. Employees who fail to notify their regularly appointed supervisor of an absence shall be subject to disciplinary action. When continued or extended illness of three (3) or more days occurs, it is the employee's responsibility to provide his/her supervisor with information about the length of his/her illness and the possible date of return. The employee may be required to furnish a statement from a physician as to the nature of the continued or extended illness of more than three (3) days or where the employee has accumulated five (5) sick leave occurrences in the same school year (July to June) and subject to uniform application throughout the bargaining unit.
- G. Employees will not leave their designated work stations during working hours without the consent of the building principal or regularly appointed supervisor. Failure to obtain consent prior to leaving the work station shall constitute just cause for disciplinary action, except in emergencies. Emergencies are those

situations which jeopardize the health and/or safety of the bargaining unit member or the member's immediate family.

- H. In the event of emergency situations, an employee may be expected to remain on duty as long as needed as determined by the Superintendent or appropriate supervisor. Such employee shall be paid at the rate of time and one-half for all time spent on duty beyond forty (40) hours per week or eight (8) hours per day.
- I. In the event that any provision of the Districts School Improvement Plan or application thereof violates, contradicts, or is inconsistent with the Master Agreement, the agreement shall prevail. Any provision of the plan or applications thereof affecting the wages, hours, and other terms and conditions of employment on any employee must have the written approval of the Association prior to being implemented. Participation by the staff is encouraged, but not mandatory. Furthermore, participation or non-participation shall not be used as a criterion for evaluation or discipline.

ARTICLE V - WORKING CONDITIONS

Section 1 - Work Year, Work Week, Work Day

- A. The normal work year for school-term salaried and/or hourly rate employees shall be in accordance with the school calendar plus the paid holidays defined in Article XI. The normal work year for all other employees shall be twelve (12) months, July 1 through June 30.
- B. The normal work week for all regular employees who work at least half time or more will be five (5) consecutive days.
- C. Breaks and Lunch Period
 - 1. The regular full working day for all employees other than bus drivers/bus driver custodian classification shall consist of at least six (6) consecutive hours per day including a duty free, unpaid lunch period of thirty (30) minutes' duration; however, employees may be asked to remain on call to respond to emergencies in which case they shall be given compensatory time off or the choice of being paid for the lunch period. Staggered lunch periods shall be provided in buildings with more than one (1) employee in each classification.
 - 2. All full-time employees, other than bus drivers/bus driver custodian classification, working at least six (6) consecutive hours will be entitled to two (2) fifteen (15) minute paid relief times. All employees working at least three (3) consecutive hours but less than six (6) consecutive hours may take one (1) fifteen (15) minute paid relief time.
 - 3. All bus drivers, who work 6 hours or more, shall use their "down-time" for breaks and lunch period. The Board shall pay one-half (1/2) hour of wages per day for breaks. The Director of Transportation shall not be responsible for scheduling breaks or lunch period for bus drivers.
 - 4. If a bus driver/custodian works six (6) consecutive hours C-1 applies. If

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he/she works six (6) hours or more, either C-2 or C-3 will apply.

5. Employees working overtime will be entitled to a paid fifteen (15) minute relief time for every four (4) hours worked.
- D. Overtime will be divided among bargaining unit members of each school building department as equally as possible. Overtime will be offered on the following basis:
1. All overtime earned by a bargaining unit member shall be logged on an overtime chart.
 2. The Board will not call in any employee for any overtime in the District if they sign off the overtime list.
 3. In the event of an emergency requiring extra overtime, first consideration will be given to off-duty members on an overtime list.
 4. Bargaining unit members shall be eligible for overtime in the building department in which they are assigned to work.
 5. Overtime shall be assigned by the immediate supervisor.
 6. Designated bargaining unit members in each building will be responsible for the logging of overtime on the overtime chart. The Employer will not be responsible for errors on the chart.
 7. Supervisors will be responsible for providing the designated bargaining unit member with a record of overtime hours earned each pay period.
 8. Overtime that is refused will be charged to the employee on the overtime chart for the purpose of balancing the overtime.
 9. All bargaining unit members (no matter how many hours worked) will be eligible to be assigned overtime in their building or department.
 10. The accumulation of overtime will begin July 1 and continue to June 30 each year.
 11. Bargaining unit members who are assigned to more than one (1) building or department will have their names placed on the chart for each of their assignments. All overtime earned will be entered on both charts.
 12. All hours over eight (8) hours in a day or forty (40) hours in a week as well as any time in excess of the regular daily assignment will be counted on all lists (overtime and extra trip) for purpose of determining assignment to overtime and/or to extra trips.
 13. Overtime that is refused by a bargaining unit member who has suffered injury on the job will not be charged against him/her on the overtime chart for one (1) calendar year. Upon his/her return an effort will be made to adjust this loss by giving him/her first assignment on the overtime as much as possible.

14. Overtime List

- a. A consolidated overtime list made up of individual building overtime lists will be used for the purpose of performing work in buildings for the following:
 - 1. Overtime that the assigned building custodians have refused.
 - 2. An emergency situation where supplemental help is needed.
 - 3. More help is needed in a given situation than there are building custodians assigned.
 - b. Individual building custodians will be responsible for keeping their own overtime lists and forwarding their updated overtime list (when overtime is accrued) to the individual(s) keeping the consolidated overtime list.
 - c. Custodians will be entered on the consolidated overtime list who have indicated their desire, in writing, by July 1 or January 15 of each school year. Custodians who sign the list January 15 will start with the highest number of overtime hours on the list.
- E. Because it is recognized that certain positions require knowledge and training not ordinarily required of other positions, it is agreed that a bargaining unit member will not be called in to do the work of a position that is not his/her normal responsibility according to his/her job description.
- F. Should an employee be absent for more than two (2) consecutive working days due to a planned absence or continued or extended illness, the Employer may provide a substitute until the return of the regular employee. Substitutes will not be provided during days when school is not in session for students unless in the best interest of the Employer. If the Employer chooses not to provide a substitute, the bargaining unit members left on the job will not be expected to do the work of the absent employee as well as his/her own work load. Management shall provide the employee with a priority list of work items to be done, including the alternate supervisor to contact in case of the absence of the regular supervisor.
- G. 1. When school is cancelled due to Act of God days, school-term employees shall not be required to report for work and shall suffer no loss of pay.
2. Act of God days that are mandated by law to be rescheduled shall be made up by school-term employees for no additional pay.
3. Twelve- (12) month employees shall have the choice of reporting to work on Act of God days that are not required to be rescheduled and will receive pay for the hours worked on such days. Such days worked shall result in the employee being credited with compensatory time on a one-for-one basis. Such time shall be taken when school is not in session excluding the week before school starts.
4. Twelve- (12) month employees shall also have the choice of not reporting

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for work on Act of God days that are not required to be rescheduled and shall suffer no loss of pay for these days not worked. Employees shall not receive double pay for working on Act of God days that are not required by law to be made up.

5. School-term employees on the job at the time the public announcements are made will be released from their assignments by their appropriate supervisor. This release shall be no later than one (1) hour after the students have left their respective buildings. School-term employees required to work following the announcements will receive compensatory time off.

Section 2 - Working Conditions

- A. The Board of Education agrees to provide Worker's Compensation protection as required by state law.
- B. In the absence of a building supervisor or designee, employees shall not be held accountable or made responsible for the administration or supervision of the building.
- C. The Employer shall provide designated rest areas, lounges, and restrooms for employee use.
- D. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work area. The Employer or its designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive (or repeatedly violate rules and regulations) provided the employee has followed appropriate procedures as stated in the Marquette Area Public Schools Discipline Regulations.
- E. Time-card employees shall be paid their hourly rate for all time worked up to forty (40) hours per week. Time and one-half shall be paid for all time worked in excess of forty (40) hours per week or eight (8) hours per day.
- F.
 1. All conditions of employment not specifically included in this Agreement or the Letter of Understanding between the parties shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is signed.
 2. For purposes of this section a "condition of employment" is defined as a condition which has been applied District wide within a classification or the classifications included in this Agreement, and the Employer and bargaining agent must have known of such condition and either agreed or acquiesced with such condition of employment.
 3. If within the life of this Agreement the Employer or bargaining agent seeks a change in a "condition of employment" as defined in this section, the parties agree to discuss proposed changes. If agreeable, such changes may be implemented. If the parties cannot mutually agree and the condition of employment in dispute involves an issue other than working hours, the matter shall be submitted directly to binding arbitration (See Article XV, Step 3) to determine if the changes sought by the Employer are

justified. Justifiable reasons shall include but not be limited to serious financial problems or a reduction in student enrollment. The grievance procedure (Article XV) shall be interpreted as modified to allow the arbitrator authority for this section.

- G. Employees may use such physical force with a student as is necessary to protect himself/herself, a fellow employee, or another student from attack, physical abuse, or injury, or to prevent damage to district property according to Michigan State School Codes and School District policy.
- H. The Employer shall provide without cost to the employee the following:
 - 1. Approved first aid kits and materials in designated areas.
 - 2. Adequate and approved safety equipment as required by state and federal safety rules and regulations.
 - 3. After the first year the Board will provide three hours paid training for required CDL tests, to include adequate training for the behind the wheel driving tests. The Board will provide the time and pay for commercial drivers license and all successful tests.
 - 4.
 - a. All full-time employees (other than bus drivers) shall wear a uniform. The Employer shall provide each employee three (3) complete uniforms during the first year of employment. The employer shall provide two complete uniforms each year thereafter. Employees shall be required to wear the uniform while on duty. Bus drivers who drive four or more hours per day will receive a fall jacket after completion of the probationary period and every 36 months thereafter.
 - b. The Board shall provide two pair of coveralls and one pair of steel toed shoes to mechanics and maintenance personnel working a minimum of 1100 hours per year.
 - c. The Board shall make rubber boots available in each building for custodial employees scrubbing floors or doing wet work.
 - d. Bus mechanics working a minimum of 1100 hours will receive \$15.00 per month for the purchase of hand tools.

Section 3

- A. Employees shall have standard working hours. This means that no employee will be expected to work three (3) day shifts and two (2) afternoon shifts in the same week.
 - 1. Any shift that regularly begins on or after 6:00 a.m. but before 12 noon shall be described as the first shift.
 - 2. Any shift that regularly begins on or after 12:00 noon but before 6:00 p.m. shall be described as the second shift.
 - 3. Any shift that regularly begins on or after 7:00 p.m. but before 12:00

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midnight shall be described as the third shift.

- B. Changes in the usual working shift of an employee will occur when the employee has been given prior notice in writing or when an emergency occurs. Prior notice, in writing when possible, shall be five (5) working days.
- C. Switching of bus routes, except voluntarily, will be done for just cause and with consultation with the drivers involved.

ARTICLE VI - VACANCIES, TRANSFERS, AND PROMOTIONS

Section 1 - Vacancies

- A. A vacancy shall be defined as a newly created position or a present position that is vacant because of transfer, promotion, retirement, resignation, or discharge.
- B. All vacancies shall be posted in all buildings for a period of ten (10) work days. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements

Interested employees may apply in writing within the ten (10) day posting period.

- C. Employees will be sent a Notice of Vacancy if they request such notice in writing prior to the end of their normal work year for vacancies that occur over the summer that are to be filled at the start of the new school year.
- D.
 1. Vacancies shall be filled as follows: Vacancies shall be filled on the basis of seniority and qualifications among bargaining unit applicants. For purposes of this Article only, part-time employees who have less than two (2) calendar years of employment shall be deemed to have equal seniority.
 2. Any position which is vacant (as defined in Section 1, A) and not posted cannot be filled by a substitute for more than the posting period.
- E.
 1. If special skills are required for the new position, a twenty (20) day trial period may be utilized to demonstrate an ability to perform the duties as outlined in the job posting for that position.
 2. The Board retains its responsibilities of determining at the end of the trial period whether or not the employee filling the vacancy shall be given permanent status. If the employee chooses to return to his former position

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within the trial period, he/she shall return to his/her former job without loss of seniority and shall be notified in writing.

- F. In order to assume a position which is higher on the salary schedule, the unit member shall be required to demonstrate an ability to perform the duties as outlined in the job posting for that position. Job postings shall not be arbitrarily or capriciously changed for the purpose of excluding particular individuals but shall reflect the actual duties of and the qualifications for the posted position.
- G. Within ten (10) days after the expiration of the posting period, the Employer shall make known to those who apply and the Association of its decision as to which applicant has been selected to fill a posted position.
- H. The administration shall be required to fill long-term temporary vacancies [bargaining unit positions which are expected to be vacant due to a temporary absence of an employee for at least twenty (20) days] of over twenty (20) hours per week with a bargaining unit employee. The administration shall make a good faith effort to fill such positions with the most senior qualified employee who would benefit from such temporary change in position.

Section 2 - Transfers

- A. Transfers shall be defined as a reassignment to a job within the same job classification and not to higher or lower rated positions. No transfers shall be made where an employee may lose his/her seniority status or suffer a decrease in hourly rates unless such transfer is requested by the individual or for just cause. Notice of transfer shall be given in writing to the employee and to the Association five (5) working days prior to execution.
- B. Where an employee refuses a transfer, he/she shall not be permitted to contest the seniority of one who does take the job. However, he/she shall not be disqualified from accepting further transfers in the future.
- C. The Board retains its responsibilities of determining at the end of twenty- (20) working day trial period whether or not the employee transferred shall be given permanent status. If the employee is not placed on a permanent status, he/she shall return to his/her former job without loss of seniority and shall be notified in writing.
- D. The location of summer work assignments for twelve (12) month employees or short-term assignments for any employee may be made by the Board according to needs within the District. The location of summer work assignments or short-term assignments shall not be considered a transfer but shall be applied to the least senior member whenever possible. Least senior will be applied either district-wide or by building.

Section 3 - Involuntary Transfers

- A. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause.
- B. In all cases, the least senior employee who is qualified shall be transferred first. No employee may be involuntarily transferred more than once a year.

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- C. Involuntary transfers may occur:
1. For continued presence in the present position would be injurious to the employee's health.
 2. When a reduction in staffing becomes necessary within a job classification.
 3. When continued presence in the present position causes a conflict with other bargaining unit members or personnel that results in a deterioration of the job performance.
- D. In the event of a necessary involuntary transfer, the Board shall meet with the affected employee and an Association representative prior to the involuntary transfer in order to discuss the reason for such action. In all cases of involuntary transfers, the Association will be notified in writing five (5) working days prior to the effective date of such transfer.

ARTICLE VII - SENIORITY

- A. Seniority shall be measured as the length of continuous and regular employment within the District after satisfactory completion of a probationary period. It is agreed that a year seniority shall be defined as 1080 or more hours of employment. Seniority shall be bargaining unit wide, meaning seniority accrued in one (1) classification is transferable to all classifications.
- B. New employees as of July 1, 1987, who work more than twenty (20) hours per week shall be considered as probationary employees until they have completed sixty (60) days of work in that classification; and new employees as of July 1, 1987, who work twenty (20) or less hours per week shall be considered as probationary employees until they have completed ninety (90) days of work in that classification. Seniority shall start with the first day as a bargaining unit member. There shall be no seniority for probationary employees. Employment date shall be defined as the first day of work. A District employee who transfers into this bargaining unit shall be allowed to transfer all District work time for economic purposes (i.e., salary placement, etc.); however, he/she shall not transfer in District work time outside of this unit for purposes of layoff-recall, or vacancies-transfers-promotions. His/her seniority date for placement on the seniority list shall be the first date of work in this bargaining unit. In cases of two (2) or more employees having the same month and year of employment, the seniority list shall include specific employment day. The list shall further identify employees who do not have continuous employment from date of hire. In the circumstances of more than one (1) individual beginning employment on the same day, then all individuals affected will participate in a drawing to determine position on the seniority list. Part-time employees shall accrue seniority on a pro rata basis.
- C. The Employer shall prepare and maintain the seniority list. The seniority list and revisions shall be prepared and posted at a place designated by the administration [only one (1) place shall be so designated in each building] of the district by September 30 of each year. A copy of such and revisions will be furnished to the Association President.

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- D. The initial seniority list will be posted for thirty (30) calendar days. Any challenges are to be made during this time. At the end of this time, this list shall become permanent. Notification of challenges to said list will be made to the Association President and to the Director of Personnel. The revisions list shall be posted by October 31.
- E. A bargaining unit member will lose his/her seniority rights for the following reasons:
1. Resignation or retirement.
 2. Discharge for just cause. The following are by way of illustration, but not of limitation, justifiable causes for discharge:
 - a. Violation of published school district policy.
 - b. Disorderly conduct while on duty.
 - c. Willful neglect or destruction of school district property.
 - d. Theft or attempted theft of property from the district, its staff, its students, or its employees.
 - e. Working under the influence of alcohol or other behavior-altering substances.
 - f. Falsification of information on job application, time records, or other school district records.
 - g. Incompetence.
 3. Failure to report to work within five (5) work days after the Board has notified the employee by certified delivery to return to work after a layoff period unless the Board is notified by certified mail of a valid reason for a longer delay. The Board will determine if the reason is valid.
 4. Absence from work for more than three (3) days without notifying the Employer.
 5. Layoff for a continuous period of more than three (3) years for full time employees. For less than full-time employees one (1) year or the length of their seniority, whichever is greater.
- F. State and federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights and benefits as provided in this Agreement.

ARTICLE VIII - REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force.
- B. No bargaining unit member shall be laid off pursuant to a necessary reduction in

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the work force unless said bargaining unit member shall have been notified of said layoff at least thirty-one (31) calendar days prior to the effective date of the layoff except in an emergency in which case they must be given at least two (2) weeks' notice. In the event of a necessary reduction in work force, the Employer shall first lay off probationary bargaining unit members, then the least senior bargaining unit members, provided that the remaining employees are qualified to do the remaining work. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall assume positions as mutually agreed by the administration and the Association. The affected employees shall have input into the decision. If the administration and Association cannot agree, then the bargaining unit member shall have the right to bump according to the following procedures:

1. Notify the bargaining unit member in the position to be eliminated of the pending layoff.
 2. The bargaining unit member laid off shall have the right to bump into a position held by a bargaining unit member with lesser seniority for which they are qualified (same or lower classification). If an employee can demonstrate qualifications to fill a higher classification, the employee shall be considered for a higher classification.
 3. Any other bargaining unit member displaced by the bumping procedure shall have the right to bump into a position in the same or lower classification for which they are qualified until a vacant position exists or the last person bumped would be laid off.
 4. If a vacant position exists, then the position shall be posted according to Article VI, Section 1.
- C. If special skills or expertise are required for the new position, a twenty (20) day probationary period may be utilized to demonstrate an ability to perform the duties as outlined in the job description for that position.
- D. For the purpose of this Article, all classifications shall be considered as one (1) classifications for seniority purposes. In order to assume a position which is higher on the salary schedule, the unit member shall be required to demonstrate an ability to perform the duties as outlined in the job description for that position.
- E. In the event of a layoff, the Employer and the Association may mutually agree to allow the individual bargaining unit members to waive their seniority rights for the purpose of the layoff. With the approval of the Employer and the Association, bargaining unit members may, at their option without prejudice to seniority and other rights under this Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff.
- F. It shall be the bargaining unit member's responsibility to notify the Director of Personnel of his/her current address and telephone number.

Section 2 - Individual Agreement

If such an agreement is reached, the following form shall be used:

Individual Agreement

The undersigned hereby agrees to waive his/her seniority for purposes of the Marquette Area Public School District's impending institution of a layoff under the Agreement. This waiver is given, however, without prejudice to the assertion of seniority for all other purposes contained in the Agreement including recall rights and other contractual privileges or benefits conferred under the Agreement. This waiver pertains solely to the order in which said bargaining unit member might be laid off during the period of this Agreement.

Date _____ Signature _____
[Bargaining Unit Member]

Date _____ Signature _____
[Association Representative]

Date _____ Signature _____
[Employer Representative]

Section 3

- A. A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their health, dental, and life insurance benefits according to carrier specifications, by paying the regular monthly per subscriber group rate premium for such benefits to the Employer. Laid off bargaining unit members shall be recalled in order of seniority with the most senior member recalled first to any position in their classification for which they qualify. Notices of recall shall be sent by certified delivery mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the five (5) day period. The Director of Personnel may grant a five (5) day extension to an employee because of illness, necessary travel time or for leaving another job. Bargaining unit members recalled to work (same amount of hours as previously worked) for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights and benefits. Bargaining unit members on layoff shall not accrue seniority during the period of such layoff.
- B. For the purpose of this Article, classification shall be defined as the class from which an employee is paid according to the salary schedule.

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ARTICLE IX - WORK DUTIES AND COMPENSATION

- A. The basic compensation of each employee shall be set forth in Appendix B.
- B. The following conditions shall apply:
1. Time and one-half will be paid for all hours paid over forty (40) hours in one week or 8 hours per day. All hours worked on Sunday shall be paid at time and one-half (1-1/2).
 2. Compensatory time off at the rate of time and one-half may be given in lieu of overtime pay if mutually agreeable to the Employer and employee. The application of this clause will be interpreted according to current law.
 3. Extra Trips

Extra trips shall be defined as trips that are wholly or partly funded by the School District, require a bus, and are in the Upper Peninsula. A school bus will be used when twenty or more students are to be transported.

 - a. Extra trips will be rotated among those bargaining unit drivers who have regularly assigned runs and qualify [qualified means has been driving a regular run for one (1) calendar year] and have indicated a desire in writing on the attached form (appendix C) to drive extra trips.
 - b. Once this form is completed and the trips begin, there will be no "late entries" for a driver who changes his/her mind.
 - c. New drivers when assigned a regular run will be entered on the trip roster if they desire and qualify, and they will be assessed the number of trip hours equal to the driver who has the most hours at that time.
 - d. At the beginning of the school year the trips will be assigned to those drivers on a seniority basis. After the first round of trips the trips will be assigned to the drivers with the least amount of "extra hours" accumulated to date.
 - (1) These extra hours are to be recorded on the attached form (Appendix D) and brought up to date and posted weekly in the bus garage and all work centers where those drivers are working.
 - (2) Two (2) drivers in the unit will become responsible for assigning drivers for extra trips.
 - (3) These two (2) individuals will be responsible for assigning all extra trip drivers except those which arise due to an emergency. Emergency shall be defined as a situation where the two (2) drivers in d, (2) above are not available to assign an extra trip driver.
 - (4) All extra trips will be given to the two (2) individuals above no later than one (1) week prior to the trip.

- e. As is done with overtime in Article V, Section 1, D, 7 extra trips that are refused will be charged to the employee on the trip chart for the purpose of balancing extra trips.
- f. Overtime that is refused by a bargaining unit member who has suffered injury on the job will not be charged against him/her on the trip roster for one (1) calendar year. Upon his/her return, an effort will be made to adjust this loss by giving him/her first assignment on the extra trip roster as much as possible.
- g. Whenever possible, extra trips will be assigned a minimum 12 hours in advance of scheduled trip.
- h. All hours over eight (8) hours in a day as well as any time in excess of the regular daily assignment will be counted on all lists (overtime and extra trip) for purpose of determining assignment to overtime and /or to extra trips.
- i. When possible, union members will be used on field trips and extra work before non-union members, provided the time is not overtime.

C. The basic compensation for drivers who drive an extra trip will be:

- 1. Regular pay for driving hours to and from an event. If applicable, overtime shall be paid to drivers who qualify.
- 2. For trips in the Upper Peninsula two (2) hours of lay-over time will be paid at the overtime rate if driver qualifies for overtime. The remaining lay-over time will be paid at the driver's regular rate of pay.
- 3. If lay-over time is less than two (2) hours, the driver will be paid for two (2) hours.
- 4.
 - a. If trip exceeds more than one (1) day, the driver shall be paid for eight (8) hours of regular pay for lay-over time for the second and all succeeding days of lay-over when the driver is not involved in driving.
 - b. All meals and accommodations will be provided for drivers on overnight trips or trips outside of the Upper Peninsula. A meal(s) will be provided for other trips that the "punch in" time for that trip begins less than one (1) hour and fifteen (15) minutes after the run of the driver's work day. No meals will be provided for trips that are less than three (3) hours in duration. Reimbursement for meals and accommodations shall be as provided for in Board policy (which at the date of this Agreement was breakfast—\$6; lunch—\$7; and dinner—\$12). If Board policy changes, the above amounts shall change accordingly. For meals incurred at conferences the receipted amount will be reimbursed. Reimbursable expenses shall be approved within 36 hours of being submitted.

- D. On days when school is in session a bargaining unit member who is regularly scheduled to drive a bus during fifty percent (50%) or more of his work time shall be paid on the bus driver wage scale for all hours during his regular work day.

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- E. Drivers taking an extra trip during the day which prevents them from making all or part of their regular run will be paid their regular hourly rate plus drivers' hourly rate for the portion of his regular run(s) they are unable to drive.
- F. Personnel called in to fill in for a bus run with less than twenty-four (24) hours' notice will receive a minimum of two (2) hours call out work to be time and one-half (1-1/2) if the employee qualifies. This will also apply to personnel who show to fill in for a bus run, and their services are not needed.
- G. At the beginning of the school year salaried ten (10) month employees shall be given a choice of three (3) pay plans as follows:
 - 1. Twenty (20) equal payments during the school year, the first payable on the second Friday of the school year and each two (2) weeks thereafter.
 - 2. Twenty (20) equal payments during the school year, the first payable on the second Friday of the school year and each two (2) weeks thereafter, plus one (1) payment due approximately one (1) week after the close of the school year.
 - 3. Twenty (20) equal payments during the school year, the first payable on the second Friday of the school year and each two (2) weeks thereafter, plus six (6) summer payments between June 15 and August 31.

ARTICLE X - VACATIONS

- A. All twelve (12) month hourly or salaried employees are entitled to a paid vacation each year based on their length of service and continuous employment on July 1 of each year.
- B. Twelve (12) month employees shall earn vacation days at the rate of 5/6 days per month for the first five (5) years of employment and 1-1/4 days per month beginning with the sixth (6th) year of employment and 1-2/3 days per month beginning with the sixteenth (16th) year.
- C. Employees who terminate because of illness or with a minimum of ten (10) calendar days' notice will be entitled to a prorated vacation benefit.
- D. Vacations will be granted by the employee's supervisor at such times as are suitable considering both the wishes of employees and the efficient operation of the department concerned. Except in unusual circumstances employees shall not be permitted to take vacations the week before school starts, the week after school starts, and the last week of school.
- E. In case of a conflict on employee requests for vacation scheduling, employees will be given preference in order of seniority provided this does not interfere with normal operations. Vacation pay shall consist of a continuation of the prescribed salary for the period of the vacation. This prescribed salary shall not exceed eight (8) hours' pay for one (1) day of work. Employees will submit written vacation requests at least ten (10) work days in advance of said request. Vacation requests shall be responded to in writing within five (5) working days. Exceptions may be made for good cause.

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- F. Vacation time may be accumulated from year-to-year up to a maximum of twenty-five (25) work days total. Upon termination an employee shall be paid for all unused vacation time based upon his/her then current rate of pay.
- G. A vacation may not be waived by an employee and extra pay received for working during that period.
- H. Vacation days cannot be used in advance of earning same.
- I. Rate during vacation: Employees on vacation will be paid their current rate based on their regularly scheduled days and will receive credit for any benefits provided for in the Agreement. This current rate shall not exceed eight (8) hours' pay.
- J. A month worked is one in which an employee has worked a minimum of twelve (12) days. (For purposes of this Article only, a day on which an employee is on approved paid leave shall be considered a day worked.)

ARTICLE XI - HOLIDAYS

- A. Twelve (12) month employees covered under this Agreement shall receive pay for the holidays listed below. The pay shall be for the regularly scheduled number of hours in a normal work day not to exceed eight (8) hours a day. After July 1, 1987, employees hired to work at least four (4) hours per day shall be eligible for these benefits.
 - 1. Independence Day
 - 2. Labor Day
 - 3. Thanksgiving Day
 - 4. Friday after Thanksgiving
 - 5. Christmas Eve Day
 - 6. Christmas Day
 - 7. New Year's Eve Day
 - 8. New Year's Day
 - 9. Good Friday or Easter Monday
 - 10. Memorial Day
- B. School-term employees, regularly scheduled to work at least four (4) hours per day, covered under this Agreement shall receive pay for the holidays listed below. The pay shall be for the regularly scheduled number of hours in a normal work day not to exceed eight (8) hours a day.
 - 1. Labor Day
 - 2. Thanksgiving Day
 - 3. Friday after Thanksgiving
 - 4. Christmas Eve Day
 - 5. Christmas Day
 - 6. New Year's Eve Day
 - 7. New Year's Day
 - 8. Good Friday or Easter Monday
 - 9. Memorial Day
- C. Employees shall receive full pay for the above holidays if they work their

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scheduled work day before and their scheduled work day after the holiday and are on an approved leave day. Pay shall be for the regularly scheduled hours of each employee and shall not include overtime hours.

- D. When state or federal statutes, laws, or regulations require that any of the holidays designated in Section A of this Article be observed on a day other than set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling.
- E. If an employee works on a holiday listed above they shall be paid double time.
- F. In-service days will be with pay for all hours employees are required to attend. Food Service staff shall not be denied regular scheduled work time on teacher in-service days except for the full in-service day when school is shut down.
- G. Employees shall receive full pay for the above holidays if they work their scheduled work day before and their scheduled work day after the holiday or are on an approved leave day. Pay shall be for the regularly scheduled hours of each employee, not to exceed eight (8) hours. Should any paid holiday fall on a Saturday, the preceding Friday will be observed as a paid holiday. Should the paid holiday fall on a Sunday, the following Monday will be observed as a paid holiday. For two (2) day holidays such as Christmas Eve/Christmas Day and New Year's Eve/New Year's Day, observance will be followed in this way: Both on Saturday and Sunday the preceding Friday and the following Monday will be observed as paid holidays. One on Sunday and one on Monday- the preceding Friday and that Monday will be observed as paid holidays. One on Friday and one on Saturday- that Friday and the following Monday will be observed as paid holidays.

Example 1: Christmas Eve is on Sunday and Christmas Day is on Monday. Christmas Eve will be observed for pay on the preceding Friday; Christmas Day will be observed for pay on that Monday.

Example 2: Christmas Eve is on Friday and Christmas Day is on Saturday. Christmas Eve will be observed for pay on that Friday; Christmas Day will be observed for pay on that following Monday.

ARTICLE XII - LEAVES OF ABSENCE

Section 1 - Paid Leaves

A. Sick Leave

1. The Employer shall furnish each employee with a written statement of accumulated sick leave at the beginning of each school year. Employees shall be credited with one (1) day's sick leave for each month worked. Absences in excess of accumulated sick leave will automatically place an employee on unpaid extended leave. Sick leave days can be used for illness of a member of the employee's immediate family which shall include grandparents, grandchildren, father, mother, spouse, parent of spouse, brother, sister, child, or any person who lives in the immediate household. Sick days shall be defined as equal to number of regular hours worked per day. Sick days may accumulate to a maximum of 228

days.

2. Employees working less than fifteen (15) hours per week will not receive sick days.

B. Funeral/Bereavement Leave

Three (3) days' leave of absence (not to be subtracted from sick leave) with pay shall be granted for death in the immediate family to be taken at the time of the funeral provided the employee actually attends the funeral. Immediate family shall include grandparents, grandchildren, father, mother, spouse, parent of spouse, brother, sister, child, or any person who lives in the immediate household. Two (2) additional days shall be granted by the Superintendent, deducted from employee's sick leave, upon request as needed.

C. Personal Leave

Over the life of this Agreement full-time employees shall have two (2) days per year for personal leave. For the purpose of securing substitutes, employees are to notify the administration at least forty-eight (48) hours in advance to use one (1) day; five (5) days in advance to use more than one (1) day, of their intent to use a personal leave day. Personal leave will not be approved during a period of two (2) days before or two (2) days after a recess or during the first two (2) or last two (2) weeks of the school year. Not more than ten (10%) percent of the employees in a classification may be granted personal leave for any given day. Not more than one (1) employee in the same classification per building will be able to use a personal leave day. If the employee does not use such days, the employee shall have the following options:

1. To accumulate such days to a maximum of six (6);
2. To have such days added to the employee's accumulated sick leave; or
3. To receive compensation for each day in the amount of fifty percent (50%) of the employee's regular daily wage, to be paid the last pay day in June.
4. Employees on the payroll as of July 1, 1987, shall be grandparented under this provision.

D. Jury Duty

An employee called and absent because of jury duty will be paid the difference between the pay received for the jury service and the regular salary. An employee shall sign his/her jury pay over to the public schools and then receive full pay.

E. Worker's Compensation Insurance

The Board of Education will provide worker's compensation insurance for the members of the bargaining unit as provided and required under state and federal law.

F. Witness Leave

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An employee called to testify as a witness on behalf of the school district shall be paid for time spent at their regular salary. However, the employee shall be expected to reimburse the district for any remuneration provided by the court system for supplying information as a witness, in exchange for the salary, if the employee chooses the salary.

G. Maternity Leave - Disability

1. Upon a doctor's certification, a pregnant employee shall be granted the necessary time for childbirth and recovery. This time shall be certified by the employee's physician. The physician shall also state the date on which the employee shall be able to return to work. This return date shall terminate the pregnancy sick leave unless otherwise extended by the physician.
2. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as her condition does not interfere with her work assignments and duties.

H. Maternity Leave Without Accumulated Sick Days

Employees who require a maternity sick leave/disability and do not have enough (or any) accumulated sick days shall be granted unpaid sick time according to the provisions of Section 1 above. These employees will be granted fringe benefits for the month in which their sick leave runs out. In addition, the employer shall grant one additional month of fringe benefits according to Article XIV.

- I. It shall be the responsibility of each employee to notify the district as soon as possible as to his/her unavailability of work due to illness or other cause.

Section 2 - Unpaid Leaves of Absence

A. General Leave

1. A leave of absence without pay or benefits for up to one (1) year may be granted by the Employer. During the unpaid leaves of thirty (30) or more days' duration seniority shall be frozen.
2. Requests for leaves must be in writing and shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/ child care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child where applicable.
3. An employee returning from a leave shall be reinstated to the same position he/she held when the leave began if sixty (60) days or less; over sixty (60) day leaves, the employee shall be entitled to re-employment rights in the position he/she vacates or one of like status and pay scale. Notice of intent to return must be in writing at least fifteen (15) work days prior to return to work.

B. Military Leaves

The District agrees to comply with laws governing military service and leave time.

C. Child Care Leave

1. A leave of absence without pay or seniority shall be granted up to one year to any male or female bargaining unit member for the purpose of child care at time of birth. A second year may be granted with approval of the Director of Personnel.
2. Ample notification of the expected delivery date shall be given to the Superintendent in order to avoid any interruption of the educational program or any program for which that employee has a supplementary contract. The employee may work as long as her condition does not interfere with her teaching assignments and duties.
3. In the case of child adoption of pre-school aged children, said leave shall commence upon request of the bargaining unit member when an adoption is confirmed.
4. Insurance benefits shall remain in effect for the summer months provided the member has completed his/her contractual year.

D. Association Leave

A leave of absence up to two (2) years shall be granted upon application for the purpose of serving as an officer of the Association or as an officer in its state or national affiliate. Seniority shall not accrue while on this leave.

E. General Purpose

A leave of absence shall be granted for multi-purpose to any employee who has at least eight (8) years' service to the district. Such leave must be at least one (1) full semester but no longer than one (1) full school year. Failure to return from such leave shall terminate said employee from the district. Seniority shall not accrue while on this leave.

- F. At the discretion of the Superintendent an employee may take up to ten (10) unpaid days off without taking a leave of absence. The employee shall request unpaid days off at least five (5) days in advance.

ARTICLE XIII - RETIREMENT, DISABILITY,
AND DEATH BENEFITS

Section 1

- A. This policy is established by action of the Board of Education and provides for a benefit for those persons who actually retire under the Michigan Public School Employees Retirement Act or who have become totally disabled and have spent a minimum of ten (10) years of full-time service in the Marquette Area Public

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Schools. The terms "totally disabled" and "retired" shall be defined as stated in the State of Michigan General School Laws and used by the Michigan Public School Employees' Retirement Board.

- B. Payment shall be awarded in the lump sum upon retirement, death, or upon becoming totally disabled in accordance with the following plan. Such payment shall be made to each individual employee or his/her estate who satisfies the requirements of this Article.

Section 2 - Terminal Pay

- A. 100% of unused Sick Leave Days to a maximum of 228 as follows:

1. \$20.00 per day from 0 to 100 days.
2. \$22.00 per day from 101 days to 175 days.
3. \$25.00 per day from 176 days up to 228 days.

For employees who have a minimum of 10 years of satisfactory service and actually retire under the Michigan Public School Employee Act the district shall pay terminal leave as computed above, each year prior to age 62. Employees retiring after age 61 shall receive two annual payments. All payments to be made by February 1st, the year following retirement.

Section 3 - Resignation

When an employee desires to terminate his/her employment, there must be at least a ten (10) work day written notice given to the Board. Upon mutual agreement between the parties, all or part of this notice may be waived. In the event of re-employment such employees shall be considered as a new employee.

Section 4

Employees leaving the district sixty-five (65) years of age or older with fewer than ten (10) years of service in the district shall be paid for twenty percent (20%) of their unused sick leave.

ARTICLE XIV - INSURANCE

Section 1 - Life Insurance

The School Board will provide, without cost to the qualified employee, group life insurance as follows:

- A. All regular full-time employees shall be provided with \$30,000 life insurance. Regular half-time employees shall be provided with \$15,000 life insurance. Employees with greater than half time and less than full time shall be prorated according to time worked. Coverage will include AD & D Rider.
- B. The provisions of the group policy purchased by the Board and the rules and

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regulations of the carrier will govern as to commencement and duration of benefits and all other aspects of coverage. The Board shall have the right to select the carrier or change carriers.

Section 2 - Health and Hospitalization Insurance

- A. The Board agrees to pay the full premium for MESSA Super Care 2 for twelve (12) months provided that the individual has completed his/her contractual year.
- B. Regular half-time or greater employees [Twenty (20) hours per week for new employees hired after July 1, 1987] shall receive prorated payment for MESSA Super Care 2. Present employees are to be grandparented.
- C. Employees not electing health insurance coverage may choose a tax sheltered annuity up to \$2,000 annually. The balance may be applied toward any Messa insurance benefit.

Section 3 - Dental Insurance

- A. The Board shall provide to the bargaining unit member a self-funded dental insurance program which provides the following:
 - 1. The program shall pay 80% of Class I and Class II benefits, with \$1,000 maximum per person per year. The Orthodontic Rider (Class III) shall also pay 80% benefits with a \$1,000 lifetime maximum benefit up to age 19.
 - (a) Class I Benefits include basic dental services: examinations, radiographs, patient consultations, preventive treatment (primarily prophylaxis and topical fluoride treatment for children), fillings, crowns (including necessary gold crowns), jackets, oral surgery (primarily extractions), endodontic and periodontic services.
 - (b) Class II Benefits include procedures for construction of fixed bridgework, partial and complete dentures.
 - (c) Class III Benefits include necessary treatment and procedures required for the correction of malposed teeth (orthodontics). Class III benefits are available only as a rider to both Class I and II benefits and cannot exceed the percentage level selected in Class I.
 - 2. The program shall provide for internal and external coordination of benefits for all employees.
 - 3. Employees shall not be required by this program to seek dental services from specific practitioners but shall be free to select a dentist, orthodontist or any other dental practitioner of the employee's individual choosing.
- B. Disputes regarding payment of a bill shall be handled by the administration. The employee shall fully cooperate with the administration regarding disputes over a bill.
- C. If the District's self-funded program is to be underwritten by an insurance company or if the program is unable to provide the benefits, the District shall change the carrier to MESSA Delta Dental with the same specifications as set

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forth herein.

- D. An open enrollment period shall be established each year in September.

Section 4 - Vision

In 1992-93 the Board will provide a self funded Vision plan for all full time, employees, half time or greater employees (20 hours per week for new employees hired after 7/1/87) shall receive a pro-rata payment. The plan will be equivalent to VSP-2.

Section 5 - Worker's Compensation Insurance

The Board of Education will provide worker's compensation insurance for the members of the bargaining unit as provided and required under state and federal law.

Section 6

Twelve month employees fringe benefits will end at the end of the month of termination. School term employees who complete the school year will receive fringe benefits through August.

Section 7

The parties pledge to work in good faith toward the goal of cost containment in the insurance area.

Section 8

- A. Employees who work at least twenty (20) hours but less than thirty (30) hours per week and are entering step 2 of the salary schedule are eligible to receive prorated benefits under Sections 2 and 3 above. Employees receiving prorated benefits before July 1, 1987, shall be grandparented under the former fifteen (15) hour rule.
- B. An open enrollment period shall be established each year in September.

ARTICLE XV - GRIEVANCE PROCEDURE

Section 1 - Definition

A grievance is defined as an alleged violation or misapplication of a specific Article or section of the Agreement by the Employer. An individual employee may present his/her grievance to the Board or its designated representative and have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement. The Association, on behalf of the membership, may file a class action grievance. Grievances will be presented in the following steps:

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Section 2 - Procedure

STEP ONE

Within ten (10) working days of the time a grievance occurs, an employee having such a grievance shall present the grievance orally and discuss the matter with the principal or immediate supervisor during working hours with the object of resolving it informally. If it is not resolved at the informal level, then within ten (10) working days after the presentation of the grievance the employee shall present the grievance in writing. (See Appendix F)

Within ten (10) working days after the presentation of the written grievance the principal or immediate supervisor shall give an answer in writing to the employee and the MESPA. If a grievance arises which does not involve the building principal or immediate supervisor, Step One of the procedure may be bypassed but the time limitations of Step One will apply.

If the grievance is accelerated to the Superintendent or his designated representative, Step Two becomes the next step in the procedure.

D. The immediate supervisors are defined as follows:

ELEMENTARY AND BI-COUNTY:

Custodians

1. Principal (during school year)-Director Auxiliary Services (in Summer).

Food Service Personnel

1. Assistant Food Service Director
2. Director of Auxiliary Services.

HIGH SCHOOL:

Custodians or Driver-Custodians

1. Principal/Asst. Principal (during school year)
2. Director Auxiliary Service in the summer

Maintenance (Inside - Outside)

1. Director of Auxiliary Services

Food Service

1. Assistant Food Service Director.
2. Directory of Auxiliary Services

MIDDLE SCHOOL:

Custodians and Driver-Custodians

1. Principal/Asst. Principal (during school year)/Director of Auxilliary Services (during summer).

BUS GARAGE:

Mechanics and Bus Drivers

1. Director of Auxiliary Services

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STEP TWO

- B. If the principal's or immediate supervisor's answer to the grievance is not satisfactory to the employee or if no answer was given within the time limit, the employee shall present the grievances to the Superintendent of Schools or his designee. The written "Statement of Grievance" shall be filed within ten (10) working days after the principal's or immediate supervisor's answer is given;
- or if no answer was given, within ten (10) working days after the principal's or immediate supervisor's answer was due.
- C. The "Statement of Grievance" shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the MESPA with respect to these provisions, and shall indicate the specific relief requested and shall be signed by the grievant.
- D. The Superintendent or his designated representative shall give the MESPA representative an answer in writing no later than ten (10) work days after receipt of the written grievance or the requested meeting, whichever is later. If further investigation is needed, limits may be extended by mutual agreement between the parties in writing.

STEP THREE

If a satisfactory disposition of the grievance is not made as a result of the meeting provided for in Step Two, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator mutually selected by the parties or according to the rules of the American Arbitration Association. Such appeal must be taken within twenty-five (25) calendar days from the date of the decision provided for in Step Two.

Section 3

A. Time Limits

Any grievance not advanced to the next step by the employee within the time limit in that step shall be deemed abandoned. Time limits may be extended by the Board and the Association in writing; then the new date shall prevail.

B. Powers of the Arbitrator

It shall be the function of the arbitrator and he shall be empowered, except as his powers are limited below, after due investigation to make a decision in cases of alleged violation or misapplication of the specific articles and sections of this Agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He shall have no power to establish salary scales or change any salary.

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3. He shall have no power to rule on any of the following:
 - a. The termination of services of or failure to re-employ any probationary employee.
 - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 - c. Any alleged violation of law including those laws referred to in this Agreement.
 4. He shall have no power to change any practice, policy, or rule of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 5. He shall have no power to decide any question which under this Agreement is within the responsibility of management to decide. In rendering decisions an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
 6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 7. There shall be no appeal from an arbitrator's decision if it is in the scope of his authority as set forth above. It shall be final and binding upon the Association, its members, the employee or employees involved, and the Board.
 8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- C. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, she/he shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to her/him and her/his record cleared of any reference to this action.
 - D. The time limits provided in the Article shall be strictly observed but may be extended by written agreement of the parties.
 - E. Notwithstanding the expiration of this Agreement, any claim or grievance arising

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thereunder may be processed through the grievance procedure until resolution.

- F. For the purpose of assisting a bargaining unit member of the MESPA in the prosecution or defense of any contractual, administrative, or legal proceeding including but not limited to grievances, the Board will permit a bargaining unit member and/or the MESPA representative access to and the right to inspect and acquire copies of her/his personnel file and any other files or records of the Board which pertain to the bargaining unit member or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- G. A bargaining unit member who at the Employer's request (excluding arbitration hearings) must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.

ARTICLE XVI - BOARD RIGHTS

Section 1

The Board on its own 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 laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
- B. To hire all employees and subject to the provisions of law to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote and transfer all such employees;
- C. To establish grades and courses of instruction including special programs and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
- D. To decide upon the means and methods of work;
- E. To determine schedules, the hours of work, and the duties, responsibilities, and assignments of employees with respect thereto and with respect to supervisory and non-teaching activities and conditions of employment.

Section 2

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

ARTICLE XVII - MISCELLANEOUS PROVISIONS

- A. When in the course of her/his work it becomes necessary that personal automobiles be driven—including from one building to another—the employee shall be reimbursed for the use of her/his automobile according to the prevailing IRS rate. If an employee is required to punch out and return to work in a different assignment within thirty (30) minutes, the employee shall be paid up to twenty (20) minutes for travel time.
- B. All employees are required to have a chest x-ray or tuberculin skin test and physicals as required by law and will supply evidence of same to the Superintendent or his designee. All required tests, physicals, or examinations will be provided or paid for by the Board to the extent they are not covered by insurance. If the employee has such test, physical, or examination during his own time, he shall be paid one (1) hour straight time pay.
- C. The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. The Board and Association acknowledge the validity of the federal and state anti-discrimination laws.
- D. All employees required to attend in-service meetings or training programs shall be compensated at their regular hourly rate for all hours spent in such meetings.
- E. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Subcontracting of Work
 - 1. No work which is normally or customarily performed by employees in job classifications covered by this Agreement shall be subcontract by the Board to any outside source or agency for the purpose of eliminating current employees and/or reducing hours unless services are withheld. However, it is agreed that the Board shall be free to subcontract any work that it does not have either the proper manpower, equipment, capacity or ability to perform (emergencies excepted).
 - 2. Emergency shall be defined as an unforeseen combination of circumstances which endanger the safety of personnel or property if immediate action is not taken.
 - 3. It is agreed that the Employer shall consult with the employee affected or the Association before subcontracting regular bargaining unit work.
 - 4. This section shall not apply to contracting of bus trips, which is covered by Article IX.
- G. Youth Programs

The use of youth involved in Youth Programs shall be at the discretion of the

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Board and is outside the scope of this contract providing the program does not result in the layoff or displacement or any reduction of hours or other benefits of regular employees. Youth employees shall not affect twelve (12) month employees.

H. Summer Work Assignments

1. Summer maintenance or custodial work, if available, will be assigned to senior employee(s) who is (are) qualified to perform the available work over new employees, provided they make written application.
 2. Employees other than twelve (12) month employees who are awarded summer work that is available shall receive the rate of pay applicable to the position and corresponding to their proper step on the salary schedule.
 3. Employees other than twelve (12) month employees who are awarded summer work positions within the bargaining unit shall accrue leave days or vacation time credit up to three (3) vacation days for this supplemental work.
 4. Employees other than twelve (12) month employees who wish to be considered for summer work assignments must apply in writing to the Personnel Director before May 15 of each year.
- I. Upon the request of the employee or administration an employee's job description shall be reviewed by the employee and his/her supervisor to ensure accuracy annually. Clarifications to the description shall be made to the Association President and to the Director of Personnel. The job description shall contain a general description of duties and responsibilities and to whom the employee is responsible. No evaluations shall be conducted unless the employee's job description has been developed and given to the employee.
- J. Employees may use time clocks instead of submitting their working hours on a time card. Time cards will be completed for each day work prior to leaving for the day.
- K. The Employer shall provide within each school building at least one (1) area in which smoking is permitted.
- L. When the temperature drops to 0 degrees or the wind chill factor is below minus 10 degrees on a week end or vacation period, head custodians will turn boilers on day control. The next day, if the temperature goes above 0 degrees or the wind chill factor is above minus 10 degrees, head custodians will turn the boilers back to night control. This provision will be in effect only from January 1, to April 1, of each year. Custodians will be paid \$15.00 for each boiler check, with a maximum of one check per pay.
- M. Step increases shall follow and be equal to an employees seniority. Example: If an employee has three years seniority as of July 1, 1987, he shall be placed on the third step. Current employees shall be grandparented in the 1986-87 pay step system.

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ARTICLE XVIII - NEGOTIATIONS PROCEDURES

- A. This Agreement may be extended by mutual written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least ninety (90) days prior to the expiration date of this Agreement or at least at the request of either party.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- D. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Association.
- E. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after it is signed, and individual copies shall be presented to all bargaining unit members now employed by the Board. The MESPA shall be provided with five (5) copies, at no charge to it, for its use.

ARTICLE XIX - EVALUATION

- A. Evaluation records shall be kept on forms provided by the personnel office to the immediate supervisor. The Association shall be furnished a copy of the form used for evaluation.
- B. Employees shall receive a printed copy of his/her evaluation.
- C. No material including, but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file, the affected employee shall review and sign said material; such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the employee does not come into the office to sign materials within three (3) days after being so notified, the Employer may mail a copy of said materials to be placed in the employee's personnel file to both the employee and the Association. All formal requests for recommendations by potential employer shall be based solely on the contents of the employee's personnel file.
- D. Due to the nature of the school calendar, it may be necessary for some employees to be responsible to different supervisors during the summer months than during the regular school year.

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ARTICLE XX - DISCIPLINE, DEMOTION AND DISCHARGE

- A. No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
- B. Progressive discipline will be practiced. Where appropriate, the Employer shall notify the employee in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction.
- C. An employee may be entitled to have present Up to two (2) representatives of the Association during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representatives of the Association are present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement. Additionally, an employee's supervisor shall be entitled to have a representative of the administration and/or building representative during any meeting which leads or may lead to disciplinary action.
- D. An employee will have the right to review the contents of all records, excluding initial references, of the district pertaining to said employee after initial employment and to have a representative of the Association accompany him/her in such review. Other examination of an employee's files shall be limited to qualified supervisory personnel.
- E. Employees may be demoted or downgraded to lower rated positions for any of the following reasons:
1. Upon agreement of the employee and the administration.
 2. For just and reasonable cause.
- F. For purposes of definition for the term "just cause" used in this Article, the following are by way of illustration, but not of limitation, for just cause:
1. Violation of published school district policy.
 2. Disorderly conduct while on duty.
 3. Willful neglect or destruction of school district property.
 4. Theft or attempted theft of property from the district, its staff, its students, or employees.
 5. Working under the influence of alcohol or other behavior-altering substances.
 6. Falsification of information on job application, time records, or other school district records.

7. Incompetence.

G. Bargaining Unit Member Assistance

1. The Employer is concerned for the health and well-being of the individuals in its employment and aware of the new knowledge and concepts that have been developed concerning the employment impact of medical and behavioral problems of employees and the procedures for overcoming them. The parties agree that successful treatment is in the best interest of bargaining unit members, the Employer, and the Association.
2. Upon request the administration shall provide information to bargaining unit members experiencing job-related or personal problems about appropriate outside diagnostic assistance and treatment agencies. A bargaining unit member's involvement will be completely voluntary and confidential.

Student's Name _____ Date ____ / ____ / ____

Driver _____ Bus # _____ A.M. NOON P.M. School _____

Improper conduct or behavior as follows:

(Please refer to "Student Responsibilities" on the back of this form)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
19	20	Other _____															

Bus Driver Comment: _____

Bus transportation is a privilege to be enjoyed by students only as long as the student accepts responsibility for his/her own personal conduct and carefully follow all rules and regulations. Misbehavior on a bus or at a bus stop creates a hazard to the safety and welfare of the other students.

The following procedure will apply to offenders:

1. Verbal warning from Driver
2. Bus Conduct Report to student, copy to parents
3. Conference with principal, transportation staff, parents
4. Suspension from riding bus — up to two weeks

Any safety violation may result in elimination of Steps 2 and 3 and immediate suspension of bus privileges will be enforced.

Please return this conduct report with your signature and comments to the Bus Driver. Failure to return the report will result in suspension from riding the bus.

The parent/guardian shall be responsible for the transportation of the pupil during the time of any suspension of the pupil's riding privilege.

I/we have received the above violation. Comment: _____

Parent/Guardian Signature

Date

White - Parent

Yellow - Transportation Office

Pink - Bus Driver

STUDENT RESPONSIBILITIES

1. Shall obey the driver at all times.
2. Shall be on time at designated bus stops.
(Please allow five minutes before and after scheduled times.)
3. Shall load and unload in orderly fashion, no pushing.
4. Shall not carry any weapons onto the bus.
5. Shall not carry any alcohol or drug onto the bus.
6. Shall remain in your seat while the bus is moving.
7. Shall not change seats without the permission of the driver.
8. Shall not open doors, windows, without permission of the driver.
9. Shall keep hands and body inside the vehicle at all times.
10. Shall keep aisles clear at all times.
11. Shall be courteous to each other and the driver.
12. Shall keep hand to oneself; no scuffles/fighting.
13. Shall talk softly.
14. Shall not use obscene language or gestures.
15. Shall not play radios, tape players, etc. on bus.
16. Shall not distract driver.
17. Shall not yell out windows, avoid being noisy and rowdy.
18. Shall not eat or drink on the bus.
19. Shall not smoke or chew tobacco on the bus.
20. Shall not damage the bus in any way, student will be required to pay for any damage done.

School bus transportation is considered a privilege to be enjoyed by students only as long as the student accepts responsibility for their own personal conduct and carefully follow all the rules and regulations.

REMEMBER - THE DRIVER IS IN COMPLETE CHARGE OF THE BUS!

APPENDIX B-1 MESPA 1 SALARY SCHEDULE

CUSTODIAL / MAINTENANCE

STEP	1990-91	1991-92	1992-93
CLASS II			
0	\$6.42	\$6.74	\$7.08
1	\$6.85	\$7.19	\$7.56
2	\$7.22	\$7.59	\$7.98
3	\$7.76	\$8.15	\$8.57
4	\$8.29	\$8.71	\$9.16
5 TO 9	\$8.83	\$9.27	\$9.75
10 TO 14	\$9.45	\$9.92	\$10.43
15 TO 19	\$9.61	\$10.10	\$10.62
20+	\$9.88	\$10.37	\$10.90
25+	\$10.06	\$10.55	\$11.10
CLASS III			
0	\$7.22	\$7.59	\$7.98
1	\$7.76	\$8.15	\$8.57
2	\$8.29	\$8.71	\$9.16
3	\$8.83	\$9.27	\$9.75
4	\$9.36	\$9.83	\$10.34
5 TO 9	\$9.90	\$10.39	\$10.93
10 TO 14	\$10.62	\$11.15	\$11.73
15 TO 19	\$10.78	\$11.32	\$11.90
20+	\$11.08	\$11.64	\$12.24
25+	\$11.26	\$11.82	\$12.44
CLASS IV			
0	\$8.02	\$8.42	\$8.86
1	\$8.56	\$8.98	\$9.45
2	\$9.09	\$9.55	\$10.04
3	\$9.63	\$10.11	\$10.63
4	\$10.16	\$10.67	\$11.22
5 TO 9	\$10.97	\$11.52	\$12.11
10 TO 14	\$11.73	\$12.32	\$12.95
15 TO 19	\$11.94	\$12.54	\$13.19
20+	\$12.28	\$12.89	\$13.56
25+	\$12.46	\$13.07	\$13.76

Shift Differential:

1990-91	\$.22 for afternoons	\$.35 for midnights
1991-92	\$.24 for afternoons	\$.37 for midnights
1992-93	\$.26 for afternoons	\$.40 for midnights

Beginning March 1, 1991, fulltime employees hired after March 1st will remain on the first step for the next year. Employees hired February 28th and earlier will advance to the next step for the next year. Step increases will occur on July 1st of each year.

BUS DRIVERS

STEP	1990-91	1991-92	1992-93
0	\$7.22	\$7.59	\$7.98
1	\$7.49	\$7.86	\$8.27
2	\$7.76	\$8.15	\$8.57
3	\$8.29	\$8.71	\$9.16
4	\$9.09	\$9.55	\$10.04
5 TO 9	\$9.90	\$10.39	\$10.93
10 TO 14	\$10.59	\$11.12	\$11.69
15 TO 19	\$10.78	\$11.32	\$11.90
20+	\$11.08	\$11.64	\$12.24
25+	\$11.26	\$11.82	\$12.44

Beginning March 1, 1991, fulltime employees hired after March 1st will remain on the first step for the next year. Employees hired February 28th and earlier will advance to the next step for the next year. Step increases will occur on July 1st of each year.

APPENDIX B-3 MESPA 1 SALARY SCHEDULE

COOKS

STEP	1990-91	1991-92	1992-93
CLASS I			
0	\$5.88	\$6.18	\$6.49
1	\$6.15	\$6.46	\$6.80
2	\$6.42	\$6.74	\$7.08
3	\$6.69	\$7.02	\$7.39
4	\$6.95	\$7.30	\$7.68
5 TO 9	\$7.49	\$7.86	\$8.27
10 TO 14	\$8.01	\$8.41	\$8.84
15 TO 19	\$8.16	\$8.57	\$9.01
20+	\$8.39	\$8.81	\$9.26
25+	\$8.54	\$8.96	\$9.41
CLASS II			
0	\$6.57	\$6.90	\$7.26
1	\$6.90	\$7.24	\$7.62
2	\$7.28	\$7.64	\$8.03
3	\$7.64	\$8.03	\$8.44
4	\$7.92	\$8.31	\$8.74
5 TO 9	\$8.29	\$8.71	\$9.16
10 TO 14	\$8.87	\$9.31	\$9.79
15 TO 19	\$9.04	\$9.49	\$9.98
20+	\$9.28	\$9.74	\$10.24
25+	\$9.43	\$9.89	\$10.39
CLASS III			
0	\$7.76	\$8.15	\$8.57
1	\$8.02	\$8.42	\$8.86
2	\$8.29	\$8.71	\$9.16
3	\$8.83	\$9.27	\$9.75
4	\$9.36	\$9.83	\$10.34
5 TO 9	\$9.90	\$10.39	\$10.93
10 TO 14	\$10.62	\$11.15	\$11.73
15 TO 19	\$10.78	\$11.32	\$11.90
20+	\$11.08	\$11.64	\$12.24
25+	\$11.23	\$11.79	\$12.39

+.11/hr. for Supervisors
of Satellite Employees

Beginning March 1, 1991, fulltime employees hired after March 1st will remain on the first step for the next year. Employees hired February 28th and earlier will advance to the next step for the next year. Step increases will occur on July 1st of each year.

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APPENDIX F - GRIEVANCE REPORT FORM

Grievance No. _____
School District _____

- Distribution of Form:
1. Superintendent
2. Immediate Supervisor
3. Association
4. Member

Grievance Report

Submit to Immediate Supervisor in duplicate

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I

A. Date Cause of Grievance Occurred _____

B.1. Statement of Grievance _____

2. Relief Sought _____

Signature of Grievant Date

Signature of Assoc. Representative Date

C. Received by Immediate Supervisor _____

Date Received by Immediated Supervisor _____

D. Disposition of Immediate Supervisor _____

Signature Date

E. Position of Grievant _____

[If additional space is needed in reporting Sections

B-1 & B-2 of Step I, attach an additional sheet

NOTE: continued on reverse

Signature of Grievant Date

Signature of Assoc. Representative Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

STEP III

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator

Date of Decision

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1990, and shall continue in full force and effect until midnight, June 30, 1993, and shall continue in effect from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days' written notice by registered mail before the end of the term of this Agreement or before the end of any annual period thereafter of its desire to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the 8th day of October, 1990.

Signatures:

Carlos Bergman
Michigan Education Support
Personnel Association

Alexander J. Iclaster
Marquette Board of Education
President

Richard A. Flynn
Michigan Education Support
Personnel Association

[Signature]
Marquette Board of Education
Secretary

Cary W. Herberich
W. Duncan Reese
Michigan Education Association

