

**MUSKEGON HEIGHTS
CUSTODIAL, MAINTENANCE
AND TRANSPORTATION EDUCATIONAL
SUPPORT PERSONNEL,
MEA/NEA**

AND

**MUSKEGON HEIGHTS
PUBLIC SCHOOLS**

**AGREEMENT EFFECTIVE:
AUGUST 16, 2000 THROUGH AUGUST 16, 2008**

Aug 16, 2006 - Aug 16, 2007

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TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	1
ARTICLE 2	MEMBERSHIP, DUES AND AGENCY FEES	1
ARTICLE 3	UNION REPRESENTATION	3
ARTICLE 4	GRIEVANCE PROCEDURE	4
ARTICLE 5	MEETINGS	6
ARTICLE 6	COMPUTATION OF BACK WAGES	6
ARTICLE 7	DISCHARGE AND DISCIPLINE	6
ARTICLE 8	SENIORITY	7
ARTICLE 9	SENIORITY LISTS	7
ARTICLE 10	LOSS OF SENIORITY	8
ARTICLE 11	SENIORITY OF OFFICERS AND STEWARDS	8
ARTICLE 12	SUPPLEMENTAL AGREEMENT	9
ARTICLE 13	LAYOFF AND RECALL	9
ARTICLE 14	TRANSFERS	10
ARTICLE 15	POSTING AND BIDDING PROCEDURE	10
ARTICLE 16	VETERANS	11
ARTICLE 17	LEAVES OF ABSENCE	12
ARTICLE 18	SICK LEAVE	13
ARTICLE 19	HOLIDAY PROVISIONS	14
ARTICLE 20	VACATIONS	15
ARTICLE 21	FUNERAL LEAVE	17
ARTICLE 22	ON-THE-JOB INJURY	17

ARTICLE 23	WORK HOURS, SHIFT PREMIUM AND OVERTIME HOURS	17
ARTICLE 24	RATES FOR NEW JOBS	19
ARTICLE 25	UNION BULLETIN BOARDS	19
ARTICLE 26	RETIREMENT	19
ARTICLE 27	HOSPITALIZATION/LIFE/DENTAL INSURANCE	19
ARTICLE 28	JURY DUTY	20
ARTICLE 29	TEMPORARY, SUBSTITUTE, AND SEASONAL EMPLOYEES	20
ARTICLE 30	CONTRACTING OF WORK	21
ARTICLE 31	MISCELLANEOUS	22
ARTICLE 32	MANAGEMENT RIGHTS	22
ARTICLE 33	TERMINATION	23
ARTICLE 34	VALIDITY	23
ARTICLE 35	FAMILY AND MEDICAL LEAVE ACT	24
APPENDIX A	CLASSIFICATION AND RATES	26
APPENDIX B	LONGIVITY	27
APPENCIX C	TRANSPORTATION PROCEDURES	28

AGREEMENT

This Agreement is entered into on the 8th day of May, 2006 between the School District of Muskegon Heights, (hereinafter referred to as the "Employer") and the Muskegon Heights Custodial, Maintenance, Transportation Educational Support Personnel Association, MEA-NEA (hereinafter referred to as the Union).

Note: The headings used in this Agreement and exhibits nether add to nor subtract from the meaning, but are for reference only.

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

ARTICLE 1

Recognition

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the purposes of and as defined in the Public Employment Relations Act (PERA), as amended, for all custodial, maintenance and transportation support personnel whether full-time or part-time, temporary or permanent, whether under verbal or written contract or not, on leave, on layoff, or on a per diem, hourly other basis, employed or to be employed by the Employer performing or to perform any work currently being performed by bargaining unit members or any similar work including by way of illustration only but not limitation, custodial, maintenance and transportation employees, and excluding all other groups. Newly created positions similar to those above shall be included in the bargaining unit. The Union recognizes that the Superintendent, Assistant/ Associate Superintendent and other executive personnel as defined by PERA are excluded from the bargaining unit as well as principals and other employees whose responsibilities are supervisory within the meaning of PERA.

ARTICLE 2

MEMBERSHIP, DUES AND AGENCY FEES

- 2.0 Any bargaining unit member 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 or the effective date of this agreement, whichever is later, shall, as a condition of employment, pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy, 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 2.4

below). In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

2.1 Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

2.1.1.1 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- (b) 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.
- (c) The Association shall have complete authority to compromise and settle all claims, which it defends, under this section.

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 2, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

2.2 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 to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless

revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

- 2.3 Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/ NEA Fund for Children and Public Education (formally known as "NEA-PAC") contributions or any other plans or programs jointly approved by the Association and Employer.
- 2.4 Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

ARTICLE 3

Union Representation

For the purpose of handling complaints and grievances, under the grievance procedure, there shall be:

- A. Chief Steward: One steward on each shift for each building, and an alternate who shall act in the absence of a steward.
- B. Grievance Handling: Any steward when called upon by the Union, or an employee, to investigate a complaint or handle a grievance; the Chief Steward or President to handle grievances at their level; or for official Union business pertaining to the Union during regularly scheduled working hours, shall notify his/her immediate supervisor that he/she is to investigate a complaint or handle a grievance or Union business, the nature of such complaint or grievance or Union business, if known, the location and the approximate time required. His/her immediate supervisor shall grant the necessary time for such duties as soon as possible.
- C. Authorized time spent during regular scheduled working hours by stewards, officers or members of the bargaining committee shall be paid for at the regular rate of pay. The

Union will furnish to the Employer a list of the stewards, alternates, officers and members of the bargaining committee and the Employer will notify the Union of its representatives in the grievance procedure.

- D.** Bargaining Unit Committee: There shall be a bargaining committee of five (5) members, however, no more than four (4) shall be paid for the time spent in bargaining. The bargaining committee shall be chosen by the Union for the purpose of representing the employees within the bargaining unit in accordance with the terms of this Agreement. In addition to the bargaining committee, there shall be bargaining committee alternates to be used at the discretion of the local unit. The duties of the bargaining unit shall be to confer and negotiate with the Employer and to act as alternate stewards.

ARTICLE 4

Grievance Procedure

Section 1. Grievance Definitions:

Any employee or group of employees having a dispute arising during the term of this Agreement relating to the meaning, application, interpretation or alleged violation of the terms of this Agreement or to the matters of discipline or other conditions of work may take the matter up with the Employer for settlement providing:

The time limits set forth herein are deemed to be of the essence and failure by the Union to appeal within said time limits shall be deemed as acceptance of the last answer of the Employer. Failure of the Employer to answer within the time limits shall be deemed a denial of the grievance and it may then be appealed to the next step. At any step of the grievance procedure the time limits may be extended by agreement in writing signed by both parties. Either party may have outside representatives present at any step of the grievance procedure.

Section 2. The Grievance Steps:

Step 1. An employee who has a complaint must submit said complaint orally to the immediate supervisor within ten (10) working days after the occurrence of the event (or after the employee has knowledge of the event) upon which the complaint is based provided the appropriate steward is present. The immediate supervisor shall give the employee an oral answer to the complaint within five (5) working days after the complaint has been submitted.

Step 2. If the grievance is not then settled, it shall be reduced to writing on a grievance form and presented to said Supervisor of Maintenance, Custodial and Transportation Services for a written answer. Such

presentation shall be made three (3) working days after the oral answer in Step 1 above, and the answer shall be given within three (3) working days after receipt of same.

Step 3. If the answer of the Supervisor of Maintenance, Custodial and Transportation Services is not satisfactory, then the Chief Steward may present the grievance to the Director of Human Resources not more than five (5) working days following the answer of the Supervisor of Maintenance, Custodial and Transportation Services. The decision of the Director of Human Resources not more than five (5) working days following the answer of the Supervisor of Maintenance, Custodial and Transportation Services. The decision of the Director of Human Resources shall be given in writing, within five (5) working days thereafter.

Step 4. If the answer of the Human Resources Director is not satisfactory, the President or his/her designee may submit the grievance to the Superintendent of Schools no later than five (5) working days after receipt of the answer in Step 3, who will refer the grievance to the Board of Education. Within ten (10) calendar days after the date of the grievance is received by Superintendent of Schools, the parties shall mutually arrange for a meeting to discuss the grievance or grievances. At least two (2) representatives of the Board of Education shall be present at the meeting to discuss the grievance or grievances. The Board shall answer the grievance(s) in writing within five (5) working days from the date the meeting is held.

Step 5. If the grievance is still unsettled, the Union may, within thirty (30) days after the written reply of the Employer's Representative, request arbitration by written notice to the Employer.

Section 3. The Arbitration Procedure:

The arbitration proceeding shall be conducted by an arbitrator to be selected in accordance with the procedures of the American Arbitration Association.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

At the close of the hearing, the arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish a brief if it is the desire of either party.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be

responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made; providing it pay for the record and make copies available without charge to the other party and the arbitrator.

Section 4. Power of the Arbitrator:

The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement.

ARTICLE 5

Meetings

Regular meetings may be held between the Union representatives and the superintendent at such times as may be agreed upon, but no less than once every three (3) months. Members of the Union who are in attendance at such meeting during their regular working hours shall be compensated for the time spent at their straight-time hourly rate.

ARTICLE 6

Computation of Back Wages

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate, or overtime, whichever is applicable.

ARTICLE 7

Discharge and Discipline

- A. Union Notification: The Employer agrees promptly upon the discharge or discipline of an employee to notify in writing the steward in the District of the discharge or discipline.
- B. Discharge of Conference: The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the steward of the District at a place made available by the Employer before he/she is required to leave the property of the Employer. Upon requests, the Employer or his/her designated representative, will discuss the discharge or discipline with the employee and the steward.
- C. Discharge Complaint: Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing

through the steward to the Employer within five (5) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

- D. Prior Infractions: In imposing discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously unless such infraction involves a moral charge or a matter which violates State or Federal law (i.e., sexual harassment, drug and alcohol, etc.).

ARTICLE 8

Seniority

- A. New Hires: New employees hired into the unit shall be considered as probationary employees for the first forty (40) working days of their employment. The forty (40) working days probationary period shall be accumulated within not more than one hundred and twenty (120) calendar days. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first day the employee was employed (the date the employee first reported to work). There shall be no seniority among probationary employees.
- B. Probationary Employees: The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined employees for other than Union activity.
- C. Seniority: Seniority shall be on a District-wide basis, in accordance with the employee's last date of hire as a permanent employee.

ARTICLE 9

Seniority Lists

- A. The seniority list upon the effective date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- B. The Employer will keep the seniority list up-to-date at all times and will provide the local Union membership with up-to-date copies at least every six (6) months.

- C. The Employer shall notify the Union's President in writing of any changes in the status of the seniority list within five (5) days thereafter.

Shift Preference: Shift preference will be granted on the basis of seniority and qualifications within the classifications.

ARTICLE 10

Loss of Seniority

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

- A. He/she retires.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. Return from sick leave and leaves of absence will be treated the same as Section C above.
- F. If he/she is laid off for a continuous period of one year or the length of his or her seniority whichever is greater.
- G. Failure to return from an authorized leave of absence.

ARTICLE 11

Seniority of Officers and Stewards

Notwithstanding their position on the seniority list, the President, Secretary, Chief Steward and stewards of the local Union shall in the event of a layoff only, continue at work at all times, provided they can perform any of the work available.

ARTICLE 12

Supplemental Agreement

All proposed supplemental agreements shall be subject to Good Faith negotiations between the Human Resources director and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 13

Layoff and Recall

Section 1. Layoff Defined:

The word "layoff" means a reduction in the working force due to a decrease of work or funds provided the Employer certifies to the Union the financial status of the School District which requires the layoff.

Section 2. Layoff Procedure:

- A. If it becomes necessary for a layoff, the following procedures will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Article 8, Section C, and Article 11 with the least seniority. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for the Special Conference, and if not resolved, it shall then be subject to the final step of the grievance procedure (arbitration).
- B. Employees to be laid off will be given at least five (5) working days advance notice of layoff. The President shall receive a list from the Employer of the names of the employees being laid off on the same date the notices are issued to the employees.
- C. Bumping Procedure:

Employees being laid off shall have the right to bump a less senior employee provided:

- 1. They have greater seniority
- 2. They are qualified and can perform the work

Employees who want to exercise their bumping rights shall notify the Employer of their intent within five (5) working days after receiving notice of layoff, excluding Saturday, Sunday and holidays.

Section 3. Recall Procedure:

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 9, Section C, and Article 12 with the most seniority. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to notify the Employer within five (5) working days of his/her desire to return to work and fails to return within fourteen (14) calendar days after receiving notification, he/she shall be considered a quit.

ARTICLE 14

Transfers

- A. Transfer of Employees: If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in the Agreement.
- B. The Employer agrees that in any movement of work not covered above in Article 14, Section A., he/she will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 15

Posting and Bidding Procedures

- A. All newly created positions and job openings within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies shall be posted within ten (10) working days from the date of the opening. Job vacancies will be posted for a period of five (5) working days, setting forth the position, minimum requirements, location and shift for the position in conspicuous place in each building. Each employee interested shall apply within the five (5) working days posting period. The senior employee applying for the position and who meets the minimum requirements shall be granted a thirty (30) day trial period to determine.
 - 1. His/her desire to remain on the job.
 - 2. His/her ability to perform the job.

Disposition of the position shall be made within ten (10) working days after the posting period.

If, for whatever reason, the Employer decides to not fill a vacant position, the Employer will notify the Union within ten (10) calendar days of the position becoming vacant, of such decision. In the event the senior applicant is denied the position, reasons for denial shall be given in writing to the employee. In the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

- B. During the thirty (30) day trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.
- C. During the trial period, employees will receive the rate of the job they are performing.
- D. Employees required to work in a higher classification shall be paid the rate of the higher classification.
- E. The assistant to the Supervisor of Maintenance may be selected from the bargaining unit by the Employer.
- F. The Employer agrees to provide the President with a copy of each job posting at the same time they are posted, and further notify him/her in writing of the names of employees who bid for the job, and to whom the position was awarded within ten (10) working days after the posting period.
- G. The Employer agrees to provide the Uniserv Director, upon request, an opportunity to review any test they may use to determine qualification of applicants prior to administering the test.
- H. Whenever an employee is promoted, reclassified or upgraded, he/she shall receive the rate for the new classification in accordance with his/her seniority; provided they possess all qualifications of the classification.

ARTICLE 16

Veterans

A. Reinstatement of Seniority Employees:

Any employee who enters into active service in the armed forces of the United States, upon the termination of such services, shall be offered re-employment in his/her previous position or a position of like seniority, status, and pay, unless the

circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within one hundred twenty (120) days of the date such discharge or one hundred twenty (120) days after hospitalization continuing after discharge.

- B. A probationary employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period, and upon completing it, will seniority equal to the time spent in the armed forces, plus sixty (60) days.
- C. Except as herein provided the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.
- D. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal laws in effect on the date of this Agreement.

ARTICLE 17

Leaves of Absence

Section 1. Personal Leave of Absence

- A. Leaves of absence for reasonable periods not to exceed one (1) year will be granted upon written application to the Employer. Within five (5) working days after receipt of the application the Employer shall grant in writing the request for leave (with a copy to the Union's President without loss of seniority for the following reasons:
 - 1. Illness leaves (physical or mental).
 - 2. Prolonged illness in immediate family.
- B. Leaves of absence for reasonable periods not to exceed one (1) year may be granted upon written application to the Employer may be granted for the following reasons:
 - 1. Serving in any elected position (public or union).
 - 2. Serving in any elected position with the Association
- C. Such leave may be extended for like causes upon written request by the employee submitted to the Director of Human Resources or his/her designee prior to the expiration of such leave or extension. Failure to return to work at

the expiration of a leave of absence, or the extension of a leave of absence, shall constitute a loss of seniority.

- D. Employees shall accumulate seniority only during all authorized leaves of absence and will retain but not accumulate any benefits, except in accordance with Article 18, Section 2 (B).
- E. Employees returning early from a leave of absence shall send written notice to the Employer at least five (5) days prior to the date he/she will report for work.

Section 2. Leave for Union Business:

- A. Members of the Union elected to Association positions or elected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.
- B. Members of the Union elected to attend a function of the MEA/NEA such as conventions or education conferences shall be allowed time off without pay to attend such conference and/or conventions.

ARTICLE 18

Sick Leave

- A. All employees covered by this Agreement shall accumulate one (1) sick leave day per month as earned, not to exceed twelve (12) days per year, with one-hundred and eighty (180) days accumulation.
- B. In the event of an employees death, fifty (50%) of his/her accrued but unused sick leave pay shall be paid to the employee's beneficiary. The sick leave pay-off shall be based upon the employee's current rate of pay. The employee shall be responsible for identifying his/her beneficiary on forms to be provided by the Employer.
- C. An employee while on paid sick leave will be deemed to be continued employment for the purpose of all benefits referred to in this Agreement. The Employer agrees to notify the employee within five (5) days prior to the date that sick leave is depleted by registered mail (with a copy to the Union's President. To retain seniority, the employee shall be required to comply with Article 18.
- D. All bus drivers shall receive sick leave in accordance with the Agreement based on their regular schedule of hours per day.

- E. The employer may require a physician's statement to support an absence for illness, which exceeds five (5) consecutive working days.
- F. Upon retirement the Employer will pay to the employee fifty (50%) of the employees accrued but unused sick leave pay. The sick leave pay off shall be based upon the employee's current rate of pay.

ARTICLE 19

Holiday Provisions

- A. All employees covered by this Agreement shall receive the following paid holidays:

New Year's Eve Day	Fourth of July
New Year's Day	Labor Day
Martin Luther King Day	Friday before Labor Day providing School is in session
Christmas Eve	Thanksgiving Day
Christmas Day	Day after Thanksgiving Day
Day after Christmas	The last four (4) hours of employee's shift of Good Friday
Memorial Day	One & one-half (1-1/2) days per year as designated by the employee
Employee's Birthday	

The designated holidays as above provided shall be established by the Employer each year of the Contract, with at least two (2) weeks advance notice in writing to the employees and the Union. The employee shall notify the Director of Maintenance within five (5) working days prior to his birthday. In case the employee's birthday falls on a paid holiday, vacation or weekend, employees shall take the day before or the day after.

- B. Should a holiday fall on a Saturday or Sunday, the day before or the day after shall be considered as the holiday, whichever is more applicable.
- C. All bus drivers shall receive paid holidays with pay based on their regularly scheduled hours per day as follows:
 1. Four (4) hours on Good Friday - provided they work the day before Memorial Day - provided they are regularly scheduled to work after the holiday
 2. Fourth of July - provided they are regularly scheduled to work prior to and after the holiday.
 3. Labor Day - provided they are regularly scheduled to work prior to the holiday.
 4. Thanksgiving Day and the day after Thanksgiving Day
 5. The day before or the day after Christmas (whichever is more applicable)

6. Christmas Day
7. New Year's Day
8. New Year's Eve Day
9. One and one-half (1-1/2) days per year as designated by the Employer in Section A. above, provide they work their regular schedule day before and their regular scheduled day after.

ARTICLE 20

VACATIONS

Section 1. Vacation Eligibility:

An employee shall earn credits toward vacation with pay, per year, in Accordance with the following schedule to be computed from July through June 30 each year:

	<u>Maximum</u>
A. 5/6 of a day per month for 0 through 7 years	10 work days
B. 1- 3/12 days per month beginning the 8 th year through 12 years.	15 work days
C. 1-2/3 days per month beginning the 13 th year and over.	20 work days
D. The vacation eligibility schedule shall be computed in accordance with the employee's date of hire.	

Example on how to figure vacation days:

John Doe: 5/6 x 12 months = 10 working days

Date of Employment Jan. 1, 1965 --- 9 years as of Jan. 1, 1974

1-1-74 to 6-30-74 = 6 months x 5/6 day per month = 5 work days.

Total as of June 30, 1974 = 12-1/2 work days

- E. Every attempt shall be made by custodians to use vacations when school is not in session during the months of June, July and August.
- F. All bus drivers shall receive paid vacations in accordance with the Agreement at their straight-time regular rate. The pro-rata vacation pay shall be based on an actual hours-worked formula where two thousand eight (2,080) hours equals

full vacation benefits. Every attempt shall be made to use vacation when school is not session.

Section 2. Vacation Period:

- A. All employees who make their vacation requests prior to May 10 of each year shall be honored by the Employer on the basis of seniority. The Employer prior to June 1 of each year shall post all vacations on a bulletin board in each department. Vacation requests submitted after May 10 of each year will be granted at such time during the year as are suitable, considering the employee's request and the efficiency of the operation concerned. All vacation requests shall be submitted in writing with at least two (2) weeks advance notice to their immediate supervisor. The immediate supervisor shall acknowledge the request within three (3) working days to the employee in writing, and posted on the vacation notice on the bulletin board.
- B. Vacations may be taken in a period of one or more consecutive days in any one week and/or split into one or more weeks providing such scheduling does not seriously interfere with the operation of the schools.
- C. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- D. A vacation may not be waived by an employee and extra pay received for work during that period.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation may be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

Section 3. Pay Advance:

- A. If a regular pay day falls during an employee's vacation, he/she will receive that check in advance before going on vacation. Should an employee change his/her vacation, he/she must make a request for his/her check two (2) weeks before leaving, if he/she desires to receive it in advance.
- B. If an employee is laid off or leaves the school employment, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recall employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.
- C. Rate during vacation Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 21

Funeral Leave

- A. An employee shall be allowed five (5) working days as funeral days not to be deducted from sick leave for a death in the immediate family. Immediate family is defined as follows: Mother, father, brother, sister, wife, husband, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchild, or a member of the employee's household.
- B. An employee shall be allowed one (1) working day as a funeral leave day, not to be deducted from sick leave, for the death of a relative, i.e. brother or sister-in-law, aunt, uncle, cousin, niece or nephew.
- C. If additional unpaid time is needed for travel the employee may be granted up to three (3) additional days of either vacation, personal or unpaid leave with the prior approval of the employer.

ARTICLE 22

On-The-Job-Injury

Each employee will be covered by applicable Workmen's Compensation laws and the Employer agrees that any employee being eligible for Workmen's Compensation income, an amount to be deducted from his/her sick leave sufficient to make up the difference between Workmen's Compensation and his/her regular weekly income until his/her return to work on his/her sick leave is used up.

ARTICLE 23

Work Hours, Shift Premium and Overtime Hours

Section 1. Hours and Premiums:

- A. Employees who work on the second or third shift shall receive \$0.15 per hour, in addition to their regular hourly pay.
- B. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00

a.m., but before 7:00 p.m. The third shift is any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m.

- C. All employees are expected to be at their regularly assigned building at their scheduled starting time and there shall be no split shifts except for dinner which is not included in the regular day and shall not exceed one (1) hour; provided, however, where the schedule will permit by mutual agreement in writing, a copy to the President, the dinner period shall be one-half (1/2) hour. Maintenance personnel and custodians in buildings with two (2) shifts will be allowed one-half (1/2) hour lunch.
- D. The regular work week for all full-time employees shall be eight (8) hours per day, forty (40) hours per week, Monday through Friday.
- E. Where the workload does not require full-time employees, part-time employees may be hired for the required number of hours. All provisions of the Agreement shall be paid on a pro-rata basis to part-time employees.

Section 2. Rest Periods:

Employees may take a "coffee break" in the a.m. and also a "coffee break" in the p.m. or the first half and second half of their regular shift, whichever may apply, not to exceed fifteen (15) minutes each.

Section 3. Time and One-half and Double Time:

Time and one-half and double time shall be paid as follows:

- A. Employees will be paid time and one-half for all hours worked other than their regular scheduled shift, and for all hours worked on Saturday's.
- B. Double time will be paid for all hours worked on Sundays and holidays.
- C. For the regular shift, refer to Article 23, Section 1.
- D. An employee called for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half excluding regularly scheduled building checks, which are paid the rate of time and one-half for actual hours.
- E. Overtime will be on a rotating basis within each building in an attempt to equalize overtime whenever possible within classification.

ARTICLE 24

Rates for New Jobs

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, it shall be subject to negotiations.

ARTICLE 25

Union Bulletin Boards

The Employer will provide bulletin boards in each building, which may be used by the Union officials and stewards for posting Union notices and information.

ARTICLE 26

Retirement

All school employees come under the Michigan Public School Employees Retirement Fund, as created under Act No. 184 of the Public Acts of 1937, as amended, and the Michigan Public School Employees Retirement Fund as created under Act No. 56 of the Public Acts of 1941.

The Employer shall pay the employee cost of the contribution toward the Michigan Public School Employees' Retirement Fund.

ARTICLE 27

Hospitalization/Life/Dental Insurance

- A. Commencing July 1, 2006, The Employer will provide health insurance through Priority Health Insurance POS with \$10/30 Rx coverage, as provided to the administration, for each employee and his/her family for the duration of this Agreement.**

- B. The Employer will provide a dental plan to all employees. Dental: 1, II & III + Max.: 80/80/80 \$1000; Class IV orthodontia (children only) at + Max.:50: \$1000.
- C. The Employer will provide Vision Insurance; Short Term and Long Term Disability; and Life Insurance
- D. Insurance coverage for employees off work or on paid sick leave shall continue through the month following the month in which such employee has used all his/her accumulated sick leave.
- E. Bus Drivers: Employee - Only hospitalization and medical care coverage in accordance with the agreement will be provided on a year round basis. In addition, the Optical and Dental Insurance will be provided up to a Full-Family basis.
- F. Life Insurance. ~~In addition to any insurance provided under MESSA Super Care I, the Employer agrees to provide an additional \$45,000 in life insurance coverage as soon as it can be implemented following ratification of this Agreement. The Employer further agrees that effective September 1, 2000, to increase the~~ **provide** life insurance coverage per employee to the sum of \$45,000.
- G. Special Education Drivers. In the event Special Education Drivers are required to work full-time (2080 hours per year) they shall be provided full-paid, full-family hospitalization, dental and life insurance. The Director of special Education shall, by September 15 of each year, certify which employees will be working full-time during that school year.
- H. Should the death of an employee otherwise eligible for benefits under this Section occur during the school year, the health insurance benefits provided by this Section shall be extended to the end of that school year for the benefit of the dependents of the deceased employee.

ARTICLE 28

Jury Duty

The Employer shall make up difference between jury duty and the employee's full pay if the employee is required to serve as a juror or subpoenaed as a witness for other than his/her own personal affairs provided the employee gives the Employer reasonable notice.

ARTICLE 29

Temporary, Substitute and Seasonal Employees

- A. Temporary Employees. A temporary employee is one who is employed to work in a regular position during the absence of a regular employee who is on extended leave of absence, as provided in accordance with Article 17. Employees employed as provided by this Section shall receive any and all benefits that are provided for in this Agreement that a probationary employee would be entitled to. If a temporary employee works beyond the length of the probationary period or is retained as regular full-time employee, he/she shall have seniority from his/her last date of hire as a temporary employee. If the position he/she is filling becomes vacated, the position shall be posted in accordance with the regular posting procedure as provided in this Agreement. A temporary employee who acquires seniority shall be required to bid for the first job posted and be awarded a permanent position in order to maintain employment and seniority. For the purpose of the Section the seniority rights of temporary employees shall not apply to Articles 11 and 13.
- B. Substitute Employees. A substitute employee is one who is used on an intermittent call-in basis due to absence caused by vacation, sickness or call-ins and shall not be regularly assigned. It is expressly understood that a substitute shall not be used to replace, displace, or take the place of regular employment when other full-time employees are available. Further, they shall not be covered by this Agreement, nor shall they acquire seniority, except they shall receive the starting rate of the position they are performing.
- C. Seasonal Employees. During the summer months, all seasonal jobs shall be offered to the bargaining unit prior to hiring seasonal employees. Seasonal employees shall be defined as employees used to perform seasonal work when school is not in session. They shall not be used to take the place of full-time employment; they shall not work in regular job classifications (except where otherwise provided), or work overtime. It is understood that the provisions of this Agreement do not apply to these seasonal employees.

ARTICLE 30

Contracting Work

There shall be no subcontracting or contracting of work during a layoff or which would require a layoff.

This section in no way abrogates the rights and requirements applicable to the District as a public employer under Public Act 112 (1994), Public Employee Relations Act.

The Board agrees not to subcontract Custodial, Maintenance and Transportation services for the 2006/07 school year.

ARTICLE 31

Miscellaneous

Section 1. Temporary Assignments.

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who requests the assignment in writing and who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. The Employer will notify the Union's President as soon as a temporary vacancy exists, and as soon as possible thereafter confirm such vacancy in writing.

Section 2. Printing of the Agreement.

The Board agrees to print and make available to each employee and new hires, a copy of this Agreement.

Section 3. Staff Development.

The parties agree to establish a Committee, comprised of two (2) representatives from the Union and two (2) from management, to meet for the purpose of establishing a Staff Development program which will be implemented no later than September 1987.

Section 4. Reimbursement.

The Employer shall reimburse the full amount of driver license, certification and endorsement fees to any current bargaining unit employee who is required by the Employer or State Statute to obtain or renew such driver license, certification or endorsement.

Section 5. Non-discrimination.

The Employer and the Union agrees that the provisions of this Agreement will be applied in accordance with all applicable State and Federal statutes regarding prohibited discrimination.

ARTICLE 32

Management Rights Clause

The Board on its behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in 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 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 qualification and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- C. To publish and after publication, enforce work rules. All new employees shall receive a copy of the work rules upon entering employment.

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 laws of the State of Michigan, and the Constitution and laws of the United States, subject to the Union's right to grieve in accordance with the express terms of this Agreement.

ARTICLE 33

Termination

This Agreement shall become effective as of September 1, 1999 and continue in full force and effect until 11:59 p.m., August 31, 2002.

ARTICLE 34

Validity

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court or competent jurisdiction, or other established governmental administrative tribunal or regulatory agency, such invalidation shall not affect the remaining portions of this Agreement.

In the event any part of this Agreement is held illegal or invalid as set forth above, the parties shall meet within sixty (60) days upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such portion of this Agreement held illegal or invalid.

There are no other agreements, which are binding on either of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on either of the parties until it has been put in writing and signed by the parties.

ARTICLE 35

Family and Medical Leave Act

- A. The Employer shall abide by the provisions of the Federal Family and Medical Leave Act of 1993 for eligible employees as defined in the Act.
- B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued paid annual leave, and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.
- C. To the extent that the leave provisions under Article 20, "Vacations" and Article 17, "Leave of Absence" provide for leave time for purposes also provided by the Act, such leave time up to twelve (12) work weeks in any twelve (12) month period shall be credited toward the leave time allowed by the Act.
- D. For purposes of any leave provided for by the Act which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this

_____ day of _____, 2006.

MUSKEGON HEIGHTS BOARD OF EDUCATION

By: _____
President

By: _____
Its Superintendent or Designee

**MUSKEGON HEIGHTS EDUCATIONAL
CUSTODIAL, MAINTENANCE, TRANSPORTATION
(CMT) SUPPORT PERSONNEL, MEA-NEA**

By: _____
President

By: _____
Secretary

APPENDIX A

CLASSIFICATION AND RATES

(See attached chart)

1. A stand-by rate of downtime may be paid to a bus driver during field trips or extra trips.
2. Experienced people may be given credit for acceptable experience. The evaluation of experience to be made by the Director of Maintenance and shall show on the seniority list for credit for wages only.
3. Maintenance employees who possess a Journeyman's Certificate or the equivalent will be compensated at a rate of \$1.00 an hour above the rate reflected in wage schedule.
4. Effective September 1, 1994, positions which have Journeyman or equivalent certification shall receive \$0.25 (cents) per hour premium pay as a reflection of their additional skills.
5. Each member of the bargaining unit shall receive at the first full pay period following ratification by the parties, a lump sum payment in the amount of \$250.00. It is understood that this lump sum payment will not be included in the employee's base wages until August 31, 1999 at 11:59 p.m.
6. **Each active employee will be eligible to receive a one-time signing bonus of \$200. If a person has not returned from an unpaid leave of absence by July 1, 2006, they will not be eligible to receive the \$200.**

APPENDIX B

LONGEVITY

Annual Longevity	1999-00	2000-01	2001-02	2002-08			
6 years to 10 years	\$ 290	\$ 299	\$ 308	\$ 317			
10 years to 15 years	\$ 360	\$ 371	\$ 382	\$ 393			
15 years to 20 years	\$ 460	\$ 474	\$ 488	\$ 503			
20 years and over	\$ 560	\$ 577	\$ 594	\$ 612			

Each employee covered by this agreement shall be eligible to receive annual longevity payments in accordance with the schedule above. Such annual payment shall be paid on the first pay day in December of each year for any employee who has completed five, ten, fifteen or 20 years of service.

APPENDIX C

TRANSPORTATION PROCEDURES

1. All bus drivers shall receive their regular rate for driving duty on a field trip and straight-time hourly for standing time. "Standing time" is defined to mean that period of time on field trips from the time of unloading at the destination until reloading time.
2. Any time a driver is asked to assist with the students during "standing time" shall receive their regular rate of pay per hour.
3. Bus drivers will be guaranteed two (2) hours of pay at the regular rate for each run, which include field trips.
4. For bus drivers: If school is closed due to an emergency situation caused by an act of God, bus drivers will be paid for their regular schedule of hours at their regular rate of pay.
5. Field trips are those runs outside of the regular bus run schedule, and shall be assigned by the director of transportation on a rotating basis among all drivers (most senior driver being first) and rotated thereafter. Bus drivers who refuse or are not available for field trips shall be charged with the trip.
6. If a field trip is cancelled with less than one (1) hour notice, the assigned driver shall be paid two (2) hours at the regular rate.
7. If a field trip is cancelled, the driver shall be eligible for the next field trip going out.
8. To the extent possible, all field trips will be posted three (3) days in advance and shall be assigned by the director of transportation or his/her appointed person no later than twenty-four (24) hours prior to the starting time of the field trip.
9. If a bus driver is not available for a field trip because the driver is on vacation, illness or an appointment for a health reason, he will still be charged with the trip.
10. All bus drivers will be paid time and one half for work over eight (8) hours and a day and forty (40) hours a week.
11. Drivers who have been assigned a field trip during their regular run and the field trip is cancelled prior to the start of his/her run then they shall be eligible to take their regular run back.

12. The employees shall be paid their regular hourly rate for attending all required meetings.
13. The employer agrees to pay the cost of the appropriate license when purchased exclusively for the purpose of qualifying as a bus driver.
14. Bus drivers shall be paid an additional thirty (30) minutes per day for pre and post tripping and cleaning of a bus.
15. Bus drivers shall be paid an additional thirty (30) minutes per week for fueling up the bus.
16. Bus drivers shall be paid an additional thirty minutes every other week for the washing of the bus.
17. Bargaining unit members shall drive all athletic and field trips, except when special events arise where funds are made available to the district other than from the school district's general fund. In that event the district will be allowed to use transportation other than the school's bus fleet.
18. If an employee is required to stay overnight, the employer shall provide for the lodging. Such lodging shall be at least a private room.
19. The employer shall provide a meal allowance for the bus driver. If an allowance was not issued in advance prior to the trip for all expenses, then driver will be reimbursed upon return with proof of receipts as to the expenses incurred.
20. At the start of each school year, each driver shall be assigned the runs that the employee has at the end of the previous year, unless in the discretion of the director of transportation, placement on a different route would be in the better interest of the school. Bus drivers shall be advised of all routes listed and of their approximate length. All new runs or open runs shall be posted, setting forth the route as listed and the approximate length. Bus drivers shall be permitted to select them on a seniority basis.
21. Supervisor and employees not covered in the bargaining unit shall not perform work which is normally performed by employees in the bargaining unit except in an emergency when there are no employees in the bargaining unit available, going with most senior employee qualified first and rotated thereafter.
22. Two (2) copies of each bus run. One being given to the director of transportation and the other copy being left on the bus in case of an emergency.

July 1 2003 through June 30 2006						
Start	6 month	1 year	2 years	3 years	4 years	5 years
\$ 13.50	\$ 13.67	\$ 14.30	\$ 14.95	\$ 15.39	\$ 15.86	\$ 16.33
\$ 12.69	\$ 12.91	\$ 13.23	\$ 13.89	\$ 14.31	\$ 14.74	\$ 15.18
\$ 12.32	\$ 12.60	\$ 12.95	\$ 13.58	\$ 13.98	\$ 14.40	\$ 14.83
\$ 11.88	\$ 12.17	\$ 12.68	\$ 13.36	\$ 13.76	\$ 14.17	\$ 14.60
\$ 11.88	\$ 11.98	\$ 12.07	\$ 12.43	\$ 12.81	\$ 13.19	\$ 13.58
\$ 12.00	\$ 12.10	\$ 12.17	\$ 12.54	\$ 12.91	\$ 13.30	\$ 13.70
\$ 11.20	\$ 11.20	\$ 11.20	\$ 11.20	\$ 11.42	\$ 11.65	\$ 11.89
July 1, 2006 through June 30,2007						
Start	6 month	1 year	2 years	3 years	4 years	5 years
\$ 13.57	\$ 13.74	\$ 14.37	\$ 15.02	\$ 15.47	\$ 15.94	\$ 16.41
\$ 12.75	\$ 12.97	\$ 13.30	\$ 13.96	\$ 14.38	\$ 14.81	\$ 15.26
\$ 12.38	\$ 12.66	\$ 13.01	\$ 13.65	\$ 14.05	\$ 14.47	\$ 14.90
\$ 11.94	\$ 12.23	\$ 12.74	\$ 13.43	\$ 13.83	\$ 14.24	\$ 14.67
\$ 11.94	\$ 12.04	\$ 12.13	\$ 12.49	\$ 12.87	\$ 13.26	\$ 13.65
\$ 12.06	\$ 12.16	\$ 12.23	\$ 12.60	\$ 12.97	\$ 13.37	\$ 13.77
\$ 11.26	\$ 11.26	\$ 11.26	\$ 11.26	\$ 11.48	\$ 11.71	\$ 11.95
July 1, 2007 through June 30, 2008						
Start	6 month	1 year	2 years	3 years	4 years	5 years
\$ 13.70	\$ 13.88	\$ 14.52	\$ 15.17	\$ 15.62	\$ 16.10	\$ 16.58
\$ 12.88	\$ 13.10	\$ 13.43	\$ 14.10	\$ 14.53	\$ 14.96	\$ 15.41
\$ 12.51	\$ 12.79	\$ 13.14	\$ 13.78	\$ 14.19	\$ 14.62	\$ 15.05
\$ 12.06	\$ 12.35	\$ 12.87	\$ 13.56	\$ 13.97	\$ 14.38	\$ 14.82
\$ 12.06	\$ 12.16	\$ 12.25	\$ 12.62	\$ 13.00	\$ 13.39	\$ 13.78
\$ 12.18	\$ 12.28	\$ 12.35	\$ 12.73	\$ 13.10	\$ 13.50	\$ 13.91
\$ 11.37	\$ 11.37	\$ 11.37	\$ 11.37	\$ 11.59	\$ 11.83	\$ 12.07

Letter of Agreement

Based upon ratification of the agreement, the Board agrees that it will not privatize or subcontract any services provided by members of this bargaining unit for at least one year (06/07)