

MASTER AGREEMENT

between the

BOARD OF EDUCATION

of the

MONA SHORES PUBLIC SCHOOL DISTRICT

and the

MONA SHORES CUSTODIAL, MAINTENANCE,
TRANSPORTATION ASSOCIATION, MEA/NEA

July 1, 2008 to June 30, 2009

MONA SHORES PUBLIC SCHOOL DISTRICT

Norton Shores, Michigan

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AGREEMENT

THIS AGREEMENT entered into between the MONA SHORES CUSTODIAL, MAINTENANCE, TRANSPORTATION ASSOCIATION, MEA/NEA, hereinafter called the "Association" and the BOARD OF EDUCATION OF THE DISTRICT OF MONA SHORES, a Municipal corporation (hereinafter referred to as the "District" or the "Employer").

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 Association.

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

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

ARTICLE I.

RECOGNITION

A. POSITIONS INCLUDED

In accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all full-time and part-time custodians, maintenance employees, grounds and utility workers, bus drivers, bus attendants, mechanics, transportation garage assistants excluding positions of irregular part-time work, supervisors, substitutes and all others.

B. AID TO OTHER GROUPS

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

ARTICLE II.

UNION DUES AND INITIATION FEES

A. AUTHORIZATION

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

B. DEDUCTION AMOUNT

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

C. EFFECTIVE DATE

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

D. REMITTANCE

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

E. TERMINATION

An employee shall cease to be subject to Check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Association will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

F. REVOCAION

Any employee who has executed an Authorization for Dues Check-Off Form or who thereafter executes such form may not revoke such authorization except for a thirty (30) day period commencing May 31, 2008, during which time any employee may revoke his/her Authorization for Dues Check-Off by giving written notice of such revocation to the Superintendent with a copy to the President of the Association.

ARTICLE III.

ASSOCIATION REPRESENTATION

A. ASSOCIATION REPRESENTATION

For the purpose of handling complaints and/or grievances under the grievance procedure, the Association shall be represented by the Vice President, and/or Association Representative selected by the Association.

B. GRIEVANCE PROCESSING

The Association Representative or Officer and/or Vice President when processing a grievance with the employer during working hours shall suffer no loss in wages. Time spent by the employees beyond regular working hours shall not be paid.

C. GRIEVANCE INVESTIGATION

No Association Representative or Officer shall, during working hours, investigate a grievance or complaint without permission from his/her supervisor.

D. IDENTIFICATION OF REPRESENTATIVES

The Association will furnish to the Employer a list of the Association Representatives, President and other officers of the Association and other authorized agents or representatives.

ARTICLE IV.

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim by one (1) or more employees, that there has been an alleged improper application or violation of this Agreement.
2. An "aggrieved employee" is the employee (or employees) who is affected and, therefore, will make the claim.
3. "Working days" for this Article means Monday through Friday exclusive of contractual holidays (floating holidays are considered working days for the purpose of this Article).

B. GRIEVANCE FORM

Any grievance presented in writing in duplicate by the employee on the attached grievance form and shall include the following:

1. Statement of facts giving rise to the grievance.

2. What article(s) and section(s) were allegedly improperly applied or violated.
3. Relief sought.
4. The date and signature of the employee or employees presenting the grievance.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. In the event the Employer's response is not submitted in the time specified, the aggrieved may proceed to the next level. The time limits specified may, however, be extended by mutual agreement in writing between the Association and the Superintendent or designee. An employee may have his/her Association Representative and/or Vice President present at the time of discussion at any level.

D. LEVEL ONE (IMMEDIATE SUPERVISOR)

An employee shall, within ten (10) working days of the occurrence of the event upon which the grievance is based, verbally discuss the matter with his/her immediate Supervisor with the objective of resolving the matter informally. The employee has the right of Association representation at this level. If the aggrieved is not satisfied with the disposition from the discussion and wishes to further pursue the matter, he/she shall file the grievance in writing. The written grievance must be submitted to the employee's immediate supervisor within fifteen (15) working days of the occurrence of the event upon which the grievance is based. A written answer shall be given within five (5) working days following receipt of the written grievance. If the immediate supervisor is also the director, the grievance will be moved to level 3.

E. LEVEL TWO (DIRECTOR)

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

F. LEVEL THREE (ASSISTANT SUPERINTENDENT)

If the answer of the Director is not satisfactory to the aggrieved, the grievance may be presented by the Vice President to the Assistant Superintendent within seven (7) working days after receipt of the answer in Section E, above. The Assistant Superintendent shall have seven (7) working days in which to give a written answer.

G. LEVEL FOUR (SUPERINTENDENT/BOARD)

If the answer of the Assistant Superintendent is not satisfactory to the aggrieved, the grievance may be presented by the Association to the Board of Education by delivery to the

Superintendent of Schools within five (5) working days after receipt of the decision in Paragraph F above. A meeting between at least two (2) representatives of the Board of Education, one of whom shall be a Board member, and at least two (2) representatives of the Association, shall be scheduled within ten (10) working days after the Superintendent of Schools has received the grievance. The decision of the representatives of the Board of Education shall be given in writing within ten (10) working days following the meeting.

H. LEVEL FIVE (ARBITRATION)

If the decision of the representatives of the Board of Education is not satisfactory to the Association, and the Association wishes to carry it further, it shall, within thirty (30) calendar days after receipt of the answer in Section G above, send written notice to the Board of Education requesting arbitration. If the parties cannot mutually agree upon an arbitrator, the Association may request a panel of arbitrators from the Michigan Employment Relations Commission. The Employer and the Association shall select an arbitrator off of this list. If the Employer refuses to participate in the selection process, the Association may file a demand for arbitration with the American Arbitration Association and thereafter the matter shall be settled in accordance with the American Arbitration Association's rules. The decision of the arbitrator shall be final and binding on the employee/employees involved, the Association and the Employer; and there shall be no appeal from any arbitrator's decision. All fees and expenses of the arbitrator shall be borne equally between the Association and the Employer.

NOTE: The Association, not the aggrieved, may invoke the arbitration process.

I. POWER OF THE ARBITRATOR

The arbitrator shall not have the power to add to, subtract from or modify the terms of this Agreement nor shall any grievance be heard which does not relate to the application or interpretation of the terms of this Agreement or to a matter of discipline, nor shall the arbitrator have any power to fix wage rates.

J. WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her applicable rate, minus earnings in any other position or occupation during the time the grievance was being processed.

ARTICLE V.

DISCIPLINARY ACTION

A. PROBATIONARY EMPLOYEE

New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of employment. When an employee completes the probationary period, he/she shall be entered on the seniority list of the unit as of the date of hire. There shall be no seniority among probationary employees.

The Association 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. Probationary employees may be discharged, disciplined or laid off for any reason except lawful Association activity without recourse to the grievance procedure.

B. OTHER EMPLOYEES

In the event an employee, other than a probationary employee, is suspended, discharged or given a written reprimand, the Employer will promptly notify the Association of such action.

The discharged or suspended employee will be allowed to discuss the discharge or suspension with the Association Representative or Vice President at a place made available by the Employer before he/she is required to leave the property of the Employer. Upon request, the Employer or designee, will discuss the discharge or suspension with the employee and the Association Representative or Vice President.

A copy of the documents relating to the above shall be promptly issued to the Association.

C. DISCIPLINE SYSTEM

The District will generally follow the steps of progressive discipline listed below. However, it is understood that the District is not required to follow this progression in every case, and that it may issue any level of discipline up to and including discharge for a first offense so long as such discipline is consistent with the just cause standard:

1. Verbal warning by appropriate administrator;
2. Written reprimand by appropriate administrator;
3. Suspension without pay; and
4. Discharge.

D. USE OF PAST RECORD

In imposing any discipline on a current charge, the Employer will not take into account any prior disciplinary action which occurred more than three (3) years previously except infractions involving morals, violation of the District's harassment policy or driving records.

E. DISCHARGE FOR CERTAIN ACTS

Discharge of an employee for an act of theft of school property, drinking on the job, possession of controlled substances or possession or use of a weapon on the Employer's premises shall not be subject to the grievance procedure.

F. REPRESENTATION

A bargaining unit member shall be entitled to have present a representative of the Association during any investigatory meeting which will or may lead to disciplinary action by the Employer. The employee will be notified of this right prior to the investigatory meeting taking place. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until a representative of the Association is present.

Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.

In the case of discharge or suspension, the Employee will be allowed to discuss the discharge or suspension with the Association Representative at a place made available by the Employer before he/she is required to leave the property of the Employer.

G. PERSONNEL FILE

Each employee shall have the right, upon written request, to review the contents of his/her own personnel file which were made part of the file after the date of his/her employment. The employee may have a Union representative accompany him/her in such review. The Board may also have a representative present during the review. If the Employer receives a request for disclosure of the personnel file of a member of the bargaining unit, the Employer will notify the Association President, or designee, and the employee at least 48 hours prior to the disclosure and give the employee an opportunity to review the requested materials if the employee so requests.

ARTICLE VI.

SENIORITY

A. DATE OF SENIORITY

Seniority shall mean the length of uninterrupted service with the Employer since the employee's last date of hire as a regular employee, regardless of the division in which the employee is employed.

Employees hired after February 1, 1986 shall accrue seniority in only the division in which they work. The three divisions are transportation, maintenance and operations. However, employees from a division shall be given first consideration whenever vacancies are posted in a division in which they have not accrued seniority. Employees hired on or before February 1, 1986 shall continue to accrue unit wide seniority.

B. PROBATIONARY EMPLOYEES

New employees shall be considered probationary for the first ninety (90) calendar days of employment. When an employee completes the probationary period, he/she shall be entered on the seniority list of the division as of the date of hire. There shall be no seniority among probationary employees.

C. SENIORITY ACCUMULATION

1. Classification

Custodial, Maintenance, Grounds, Mechanic, Garage Assistant, and Utility Worker regularly scheduled to work on a weekly basis will accumulate seniority at the rate of a full-time employee.

Bus Drivers and Bus Attendants scheduled for a regular route will accumulate seniority at the rate of a full-time employee.

2. For bidding between divisions:

12-month Employees

An employee working more than twenty (20) hours per week shall accumulate at the rate of a full-time employee.

A regular part-time employee working twenty (20) hours or less per week, shall accumulate seniority at the rate of one-half (½) that of a full-time employee.

An employee who, prior to February 1, 1981, has accumulated seniority at the rate of full-time, shall not have such seniority amended. Seniority accrued after February 1, 1981, shall be subject to this provision.

School Year Employees

An employee working over twenty (20) hours per week results in seniority accumulating at a full-time rate including school breaks.

An employee working twenty (20) hours or less per week results in seniority accumulating at one-half (½) time including the school breaks. All additional hours worked by part-time employees will be added to the regular weekly hours worked for that week's computation.

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

D. SENIORITY LIST

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

E. LOSS OF SENIORITY

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

1. If the employee quits.
2. If the employee is discharged unless the discharge is reversed in the grievance procedure.
3. If the employee is absent for two (2) consecutive working days without notifying the Employer. The Employer may make exceptions to the number of days stated above. After such absence, the Employer will send notification by certified mail to the employee at his/her last known address as shown by the employment records, that the seniority is lost and his/her employment has been terminated.
4. If the employee does not return to work when recalled from layoff as set forth in the recall procedure.
5. If the employee retires.
6. If the employee fails to return from sick leave and leaves of absence, it will be treated the same as 3. above.
7. If the employee works for another employer while on a leave of absence unless agreed to and authorized in writing by the superintendent or designee in response to a leave request.
8. If the employee is laid off for more time than the employee was employed by the Employer.

F. SENIORITY OF ASSOCIATION OFFICERS AND REPRESENTATIVES

Each Association Representative shall, in the event of a layoff, be continued at work as long as there is a position in his/her division which he/she can satisfactorily perform. The Association President and Vice-President shall, in the event of a layoff, be continued at work as long as there is a position in the bargaining unit which he/she can satisfactorily perform. In the event of any legal action against Employer brought in a court or administrative agency because of its compliance with this Section F, 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 level. 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 direct consequence of the Employer's compliance with this Section F.

3. The Association shall have the right to settle and/or compromise any lawsuit against it regarding this issue, provided it informs and discusses same with the Superintendent prior to final agreement so he/she can discuss the settlement options with the District's counsel.

ARTICLE VII.

LAYOFF AND RECALL

A. DEFINITIONS

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

B. APPLICATION OF SENIORITY

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

Seniority shall apply to layoff and recall as follows:

1. Employees on probation, within the division in which the layoff occurs, will be laid off first.
2. Employees shall be laid off according to the inverse order of seniority in that division, provided that the Employer is not required to place any employee at a position for which he/she is not qualified. An employee will be considered to be qualified on positions for which the employee has the skill and ability to successfully perform the work with normal supervision but without additional training other than a two (2) day orientation period. In the event of a layoff in a division, the employees laid off shall have the right to assert seniority in their current division provided the laid off employee displaces an employee with less seniority in that division.
3. After the procedure set forth has been completed, the laid off employee(s) may exercise seniority rights in the other divisions in which they have seniority provided that the laid off employee is qualified for the position and displaces an employee with less seniority in the new division. However, in no instance may a laid off employee assert seniority rights to displace an employee in a higher rated pay classification (according to the maximum step).
4. The Employer shall not be required to recall any probationary employee who was laid off.

5. When the work force is increased following a layoff, employees laid off in 2 and 3 above with the most seniority shall be recalled according to the qualifications needed in the position.
6. Notice of recall shall be sent to the employee at his/her last known address by certified mail. Notice shall be given by the employee of his/her intent to return to work within three (3) days. If an employee fails to report for work within five (5) working days from date of mailing of notice of recall, he/she shall be considered a quit. The Employer may make exceptions to the number of days stated above.

C. NOTIFICATION

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

D. VOLUNTARY LAYOFF

When there is a reduction in the work force members of the Bargaining Unit may choose to take a voluntary layoff. Voluntary layoffs will be offered by seniority within the classifications from which employees are to be laid off.

E. SUBSTITUTE PRIORITY

A laid off bargaining unit member shall, upon application, be granted priority status on the substitute list according to his or her classification as long as they meet the minimum qualifications for the positions.

ARTICLE VIII.

VACANCIES, PROMOTIONS AND TRANSFERS

A. TRANSFERS OUT OF BARGAINING UNIT

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

B. TRANSFER(S)

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

C. POSTING

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

D. APPLICATIONS

Any employee with seniority may apply for a posted job by signing the posted notice within the five (5) working day posting period. Employees who do not apply during the posting period shall have no claim to the job. New employees will be hired for a posted job only if there are no qualified bidders. While a job is being posted, and pending the determination of the successful bidder, the Employer reserves the right to make such transfers or hire such employees as may be necessary to fill the job.

E. ASSIGNMENT

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

F. LIMITATIONS ON RIGHT TO BID

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

G. TEMPORARY TRANSFERS

1. When there is a temporary job opening in a job division because of a shortage of employees resulting from a vacation, leave of absence, illness, an employee trying

out a vacant job, or any other absence from the job, the Employer may temporarily transfer any employee to such job, provided, however, if the employee selected has more seniority than other qualified employees, the senior employee may refuse the temporary transfer. A temporary vacancy is defined to be a job for thirty (30) calendar days or less. After such thirty (30) day period, unless the Employer and the Association agree to the contrary, the job will be posted as a permanent vacancy.

2. If a temporary vacancy exists or is known it will exist for five or more days the Association President and Vice President will be notified. After such notification, a bargaining unit member will have three (3) days to apply and the position will be immediately awarded to the most senior qualified applicant. There shall be no bidding rights to the vacancy created by this section.
3. When a posted temporary position is filled by another employee, he/she may hold that position until the return of the regular employee. At that time the person filling the temporary position shall return to his/her original position. If the regular employee is not able to return, the position shall be posted as a permanent vacancy.

H. SHIFT PREFERENCE

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

ARTICLE IX.

LEAVES OF ABSENCE WITHOUT PAY

A. MILITARY LEAVE

The parties shall abide by all local, State or Federal laws pertaining to the granting of leave and the reemployment of employees who perform active service in the uniformed services of the Armed Forces of the United States.

B. ASSOCIATION LEAVE

1. Upon written application the Employer will grant a leave of absence to not more than one (1) employee at a time for not more than three (3) years for the purpose of filling an appointed or elected Association office, providing the remaining employees can do the available work. The employee must notify the Employer as soon as he/she is aware of his/her intent to return to work at the end of the leave of absence. Seniority shall not accrue during the leave of absence.

2. A leave of absence not to exceed one (1) year shall be granted in the event an employee becomes a full-time Association Business Representative. Seniority shall not accrue during such leave of absence.
3. Leaves of absence not to exceed a total of 30 days per year shall be granted for official Association meetings, conferences or training sessions, provided that no more than two (2) employees from the same division shall be granted leave at the same time. The Employer shall be notified of such intended leave of absence at least two (2) weeks in advance of the meeting to allow for replacements to be obtained. Seniority shall accrue during such leave of absence. The 30 day limitation is in total, not per employee. For instance, if two employees take equal leaves pursuant to this section, each may take not more than 15 days.

C. PERSONAL AND EMERGENCY LEAVE

1. A leave of absence not exceeding six (6) months may be granted upon written request with reasons stated at the discretion of the Administrator or designee to any employee with seniority. A written response indicating approval or denial shall be returned to the employee within three (3) working days of the request. An extension of up to six (6) months may be granted upon written request. Seniority shall accrue during such leave of absence.
2. A leave of absence for one (1) day, one (1) time per school year, shall be granted for the death of a friend.

D. FAMILY AND MEDICAL LEAVE ACT

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

E. SICK LEAVE

In situations not covered by the Family and Medical Leave Act (FMLA), the Employer shall grant to an employee with seniority a single continuous leave of absence in length from not less than thirty (30) consecutive calendar days (unless otherwise authorized in writing by the Superintendent or designee) to up to one (1) year, provided that proof of illness of the employee or the illness of the employee's spouse or dependents, satisfactory to the Employer, is furnished from time to time upon request. Seniority shall terminate at the end of such period of leave unless the Employer extends the leave of absence for no more than six (6) additional months, in which event the seniority shall extend for a like period. Leave rights under this article shall not apply to those employees involved in existing or pending disciplinary procedures. In such instances the granting of a leave request shall be at the discretion of the Employer.

Employees returning from a medical leave of absence must notify the Employer in writing at least three (3) working days in advance of the date they intend to return from the leave in order to be eligible to return. A prerequisite for reinstatement from a leave caused by the personal illness or injury of an employee is that the employee present a written verification from a licensed physician certifying that the employee is capable of returning to work. The Employer reserves the right, at its expense, to require the employee to submit to an examination by a

physician of its choice before reinstating the employee from such a leave of absence. In the event the Employer's physician and the employee's physician disagree, the disagreement shall be resolved by the judgment of an independent physician mutually chosen by the parties. The expense of such independent opinion shall be paid in equal shares by the Employer and the employee.

F. REPLACEMENT AND RETURN FROM LEAVE

In a leave of absence for other than medical reasons, the date of return shall be stated on the application for leave and no other notice of return is required. An employee returning from a leave of absence of not more than thirty (30) calendar days or returning from Family Medical Leave, shall be reinstated to the same position that the employee held at the time the leave was granted. An employee returning from a leave of absence that exceeds thirty (30) calendar days, other than Family Medical Leave, shall be reinstated to the same position that the employee held at the time the leave was granted, seniority permitting. An employee unable to return to his/her former position may exercise his/her bumping rights under Article VII, Section B.

G. WITHOUT PAY

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

ARTICLE X.

LEAVE OF ABSENCE WITH PAY

A. DEFINITION OF TERMS

1. "Immediate Family":

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

2. "Relative":

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

3. "Qualified Employees":

Means all regular non-probationary operations, maintenance, transportation mechanic, garage assistant, and transportation employees who have regularly scheduled morning and afternoon runs.

4. "Hourly Rate":

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

5. "Sick Leave":

Means absence due to personal illness or injury or illness of a member of immediate family or to make up the difference between workers' compensation and the employee's average net earnings during his/her last four (4) pay periods for an on-the-job injury with the Employer.

6. "Sick Leave Days":

Those days awarded each July 1 that may be used for absence from work in accordance with Sections C.1. and C.2. below.

B. SICK LEAVE CREDIT AND ACCUMULATION

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

Sick leave days shall be awarded at the rate of twelve (12) days per year for maintenance and operation employees and transportation employees who have regular summer routes.

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

Sick leave days shall be awarded at the rate of ten (10) days per year for part-time employees and bus drivers employed less than twelve (12) months per year.

3. PROBATIONARY EMPLOYEES

No sick leave shall accrue during any probationary period, but at the end thereof the employee shall be credited as herein provided, from the date of hire and only for time actually worked. Computation shall be done on the basis of one day per month up through June 30. Thereafter on July 1 each employee shall be credited with ten (10) or twelve (12) days as defined in subsections 1. and 2. above.

4. ACCUMULATION OF SICK LEAVE DAYS

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

5. NOTIFICATION

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

C. UTILIZATION OF SICK LEAVE

1. EMPLOYEE

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

2. IMMEDIATE FAMILY

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

3. If an employee uses 0-2 sick leave days in a given contract year (July 1 - June 30) he/she may select an additional vacation day for use during the next contract year (it is the responsibility of the employee to request this in writing from the personnel office by Sept 1) or \$75.00 bonus payment.

4. STATEMENT

Each employee, who is absent for more than three (3) consecutive days, may be required by the Employer to give his/her immediate supervisor a written and personally signed statement, substantiated by a physician's statement, indicating the reasons for such absence when reporting to work on the first working day following the absence. Failure to comply with this provision can result in the withholding of pay for such leave days.

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

5. WORKERS' COMPENSATION

Each employee eligible for Workers' Compensation shall be allowed to use accumulated sick leave to make up the difference between Workers' Compensation and his/her average net earnings during his/her last four (4) pay periods.

6. LEAVE BEYOND THE ACCUMULATION

Absences beyond the accumulated amount shall result in a loss of pay for each day absent. The Employer shall notify each employee, who is on continuous sick leave, at least five (5) working days prior to the time the employee's sick leave is exhausted. Such notice shall be in writing with a copy to the Association. Thereafter, in order to retain seniority, the employee shall, within five (5) working days after receipt of the notice, request a leave of absence as provided by Article IX, Section E.

7. RIGHTS RESERVED

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

8. USE ABUSE

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

D. ADDITIONAL LEAVE WITH PAY NOT CHARGED AGAINST SICK LEAVE ACCUMULATION

1. IMMEDIATE FAMILY DEATH

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

2. RELATIVE DEATH

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

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

4. ADDITIONAL DAYS FOR DEATH

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

5. NON-ACCUMULATIVE

No remainder of leave days granted in this Section may be accredited or accumulated.

E. MISCELLANEOUS PROVISIONS REGARDING ABSENCE WITH PAY

1. CERTIFICATION

Each employee who is absent is required to complete and submit a District Absence Report Form for every absence. The District Designee shall certify to the legitimacy for a claim for compensation for absence covered in Section C. and D. by entering on the payroll report the dates and causes for said absence providing the provisions covered absence due to personal illness or member of immediate family, are complied with.

2. TERMINATION OF EMPLOYMENT

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

a. Eligibility

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

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

After 6 complete years \$10.00/per day

After 7-13 complete years \$12.00/per day

After 14-19 complete years \$18.00/per day

After 20-29 complete years \$20.00/per day

After 30 or more complete years \$23.00/per day

b. The employee shall have continuous and uninterrupted service with the Mona Shores Public Schools regardless of the position, division or classification in which the employee worked.

c. Layoff status or leave of absence status shall not be construed to be an interruption of service.

- d. It is understood and agreed the district's maximum payment liability shall be no more than \$4,000.00 to any single person. Payment will be made in the form of a non-elective contribution to a 403(b) plan account with a Board-approved vendor.
- e. If the Employee dies, the above benefit will be paid to his/her estate.

3. PERMISSION

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

4. CONFERENCE

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

5. BUSINESS LEAVE DAY (Bus Drivers and Bus Attendants only)

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

ARTICLE XI.

WAIVER

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

ARTICLE XII.
WAGES

A. HOURLY RATES EFFECTIVE JULY 1, 2008 THROUGH JUNE 30, 2009:

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

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

	A	B	C	D	E
A. MAINTENANCE DIVISION					
A1 Mechanical Mechanic and Construction & Repair	15.99	16.49	18.01	19.43	20.85
A2 Asst. Mechanical Mechanic and Asst. Construction & Repair	15.37	15.61	17.33	18.74	20.17
B. OPERATION DIVISION					
B1 Grounds	11.07	11.27	12.28	16.66	17.32
B2 Custodian A	15.32	15.70	16.03	16.44	17.07
B3 Custodian B	15.32	15.54	15.91	16.21	16.95
B4 Custodian	10.46	10.67	11.67	16.03	16.69
B5 Utility Worker	11.07	11.27	12.28	16.66	17.32
B6 Head Custodian	16.56	16.76	17.03	17.28	17.92
C. TRANSPORTATION DIVISION					
C1 Transportation Mechanic	15.99	16.49	18.01	19.43	20.85
C2 Bus driver	15.32	15.54	15.80	16.03	16.69
C3 Stand-by Time			14.05		
C4 Bus Attendant	8.74	8.99	9.27	9.55	9.84
C5 Transportation Garage Asst	9.50	9.78	10.07	10.37	10.69

B. LONGEVITY

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

1. After ten (10) full years but less than eighteen (18) full years, three hundred dollars (\$300).
2. After eighteen (18) full years five hundred dollars (\$500).
3. Longevity pay shall be paid in a lump sum in August.
4. Eligible employees shall file written notification with the personnel office stating eligibility for longevity pay by June 30 of the first year they are eligible.

C. PROCEDURE AND CREDIT

1. The above hourly wage rates shall be paid in accordance with the following:
 - A - Hiring Rate
 - B - First full pay period after ninety (90) calendar days seniority
 - C - First full pay per period after one (1) year seniority
 - D - First full pay period after two (2) years seniority
 - E - First full pay period after three (3) years seniority
2. Experience Credit - The Employer may hire at not more than the two (2) year rate, providing the new hire is at the minimum hire rate for his probationary period.
3. Rates for New Jobs - When a new division or classification is created not covered herein but a part of the bargaining unit, the Employer will notify the Association prior to establishing a rate structure. In the event the Association does not agree that the description and rate are proper, it shall be subject to negotiation.
4. Regular part-time employees is defined to mean the employees, other than bus drivers, and Garage Assistant who regularly work a schedule of less than eight (8) hours per day or forty (40) hours per week and/or less than twelve (12) months in any one (1) year. Such employees shall be entitled to no insurance benefits but shall receive sick leave, vacation and holiday benefits in accordance with the number of hours they are normally scheduled to work per day and week.
5. Summer employees, leaf removal employees, spring yard work employees and emergency snow removal employees shall not be covered by this Agreement, provided that such employees shall not displace employees covered by this Agreement.

D. BI-WEEKLY PAYROLL

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

ARTICLE XII.

**HOURS FOR MAINTENANCE AND OPERATION
AND TRANSPORTATION MECHANIC**

A. REGULAR WORK WEEK

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

The following shall be the regular shift schedules:

First Shift 7:00 a.m. to 3:30 p.m.
Monday through Friday.

Second Shift 3:00 p.m. to 11:00 p.m.
Monday through Friday

Third Shift 11:00 p.m. to 7:00 a.m.
Monday through Friday

Start and end times may vary, plus or minus one (1) hour, from the above times and may be recommended by either the employee or employer. If the employee does not agree, the position will be posted. If the employer does not agree, the position will not be posted.

2. The regular shift schedules may be changed because of changes in school hours, changes in class schedules or extension or reduction of the school program, or weather conditions. At least five (5) days advance written notice of such change shall be given to the Association President except for emergency conditions. Upon request of the Association, the Employer shall meet and discuss such changes prior to implementation.
3. Effective April 1, 2006, all vacancies may be posted in accordance with Article XIII Section A.4. Also, the Employer may re-post up to three (3) current positions per year in accordance with Article XIII Section A.4.
4. Hours for Maintenance and Operations, and Transportation Mechanic positions created under the parties' prior Agreement and Article XIII Section A.3. above.

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

The following shall be the delineation between 1st, 2nd and 3rd shifts:

1st shift Regular starting times between the hours of 5:00 a.m. – 11:00 a.m.

2nd shift Regular starting times between the hours of 1:00 p.m. – 7:00 p.m.

3rd shift Regular starting times between the hours of 9:00 p.m. – 3:00 a.m.

5. The Employer will notify the Association President of all positions being changed from Article XIII Section A.1. to Article XIII Section A.4. at least five (5) days before posting the position.

B. SHIFT PREMIUM

Employees working on the second shift shall receive fifteen (15) cents per hour above their regular rate and employees working on the third shift shall receive twenty (20) cents per hour, above their regular rate, for each hour worked.

C. SATURDAY/SUNDAY PREMIUM

Any hours worked on Saturday or Sunday by employees who are regularly scheduled to work on Saturday and/or Sunday shall be compensated at twenty-five cents (25¢) above the employees' regular rate.

D. SPLIT SHIFTS

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

E. LUNCH PERIOD

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

F. CALL IN TIME

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

G. OVERTIME SCHEDULING

1. Each employee interested in working overtime may volunteer by requesting, in writing, to be added to the voluntary overtime list within his/her building and/or the district-wide voluntary overtime list. They will also indicate whether they wish to work during their vacation period.

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

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

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

2. The list will be compiled for September with the volunteers listed in seniority order. Overtime shall be rotated among volunteers. The rotation shall be continuous through the year until a new list is compiled the following September. If an employee volunteers who was not on the list he/she shall be placed on the list according to his/her seniority and he/she shall be eligible to work overtime in accordance with the normal rotation.
3. To the extent possible, employees will be notified at least four (4) hours prior to the end of the shift of any overtime for that day and by noon on Friday for any Saturday overtime. Any employee who has volunteered to work overtime and is notified in accordance with this paragraph shall be obligated to work the overtime hours in their building unless excused by the supervisor.
4. Overtime assignments will be on a rotating schedule among the qualified employees within each building and within each division who have expressly volunteered for such overtime work. The employer's obligation to rotate overtime shall be satisfied by calling employees who are working at the time the overtime determination is made (i.e., not on vacation or other leave of absence) in seniority order and offering them the opportunity to work.
5. If there are insufficient volunteers available for any specific assignment, the employer may require the least senior employee in the division to perform the work.
6. Substantiated errors made in the rotation of overtime (Article XIII Section G.4) will be corrected on the basis of offering the by-passed employee an amount of overtime equal to the time lost due to the error of assignment. Depending on the number of hours involved, it is possible that this may take more than (1) one overtime offer/assignment. Acceptance of the compensatory overtime will not

change the employees spot in the overtime rotation, thus the employee will remain eligible for overtime in the same rotation as before the error.

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

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

ARTICLE XIII.

HOURS FOR TRANSPORTATION

A. REGULAR BUS RUNS

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

B. ASSIGNMENT

1. At least two (2) weeks before the start of each school year, a job auction will be held for selection of all regular runs. At least three (3) days prior to the job auction, the Employer will make up and post a listing of the regular runs, setting forth the route as listed and the length of time. Bus drivers and attendants shall be permitted to select them on a seniority basis, provided, however, that if, in the opinion of the Director of Transportation/Assistant Director, a driver or attendant is not initially qualified for a run or after being on the run cannot adequately handle same, then the driver or attendant may be removed. Any disagreement with the decision of the Director/Assistant Director may be subject to the grievance procedure. All drivers and attendants are expected to participate in the job auction. If unavailable on the job auction date, drivers and attendants are obligated to inform the Director/Assistant Director in writing by 6:30 a.m. on the job auction date of his/her first, second and third choice.
2. The regular posting procedure shall be used when vacancies or new runs (including those created by a substantial increase change after the first Monday in October) become available during the school year. After the posting period, the run/runs shall be awarded to the senior bidder provided that the employee will not be placed in either daily or weekly overtime.
3. A substantial change is defined to be a thirty (30) minute change (increase or decrease) after the first Monday in October in the daily length of the run and where the change occurs at least three (3) days (or a majority) of the week, or if the time difference changes the full-time/part-time status of the run. A driver or attendant affected by a substantial decrease change may bump a less senior employee in the same classification, provided in the opinion of the Director of

Transportation/Assistant Director the employee is qualified for the run he/she is attempting to bump into.

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

C. STAND-BY TIME

1. Stand-by time is defined to mean that period of time on a field trip from the time of unloading at the destination away from the school district until reloading time. Stand-by time shall also apply in the following situation: where an employee is regularly to perform a specific task (e.g., picking up a particular child) and where the Employer advises the employee not to perform the task and the employee loses time thereby. In this event, the employee shall receive one (1) hour of pay at the stand-by rate.
2. Under certain circumstances it may be in the best interest of the school district to split field trips, including athletic trips. These circumstances could include the most efficient use of buses, safety of bus drivers and equipment, or trips which show a disproportionate amount of standing time in excess of five (5) hours.

D. MINIMUM TIME

1. All regular runs (including the time spent on pre-trip) shall be entitled to a minimum pay of one (1) hour's straight time at the applicable rate.
2. All field trips shall be entitled to a minimum pay of one (1) hour's straight time at the applicable rate.
3. Bus drivers and bus attendants, when called to work in emergency situations outside of their regular school runs, shall be entitled to a minimum pay of one (1) hour's straight time at the applicable rate, plus one (1) hour's standing time. When a regular run is cancelled and the attendant or driver has not been informed of the cancellation prior to the scheduled reporting time the bus driver or bus attendant shall receive his/her scheduled time for that run paid at the regular hourly rate; provided that if the cancellation is due to a weather condition or other emergency, and the District has attempted to inform employees through the media or other means there will be no pay for the lost time.

E. FIELD TRIPS

1. Field trips, including athletic trips, are those runs outside the regular bus run schedule and shall be assigned by the District on a rotating basis among all drivers, (Transportation Mechanic not eligible) providing that they are initially qualified for the trip and can adequately handle same in the opinion of the District, subject to the grievance procedure. The Employer reserves the sole and exclusive right to subcontract field trips, including athletic trips, in excess of fifty-five (55) miles one way in length.

2. Posted one (1) week advance whenever possible.
3. Emergency posting(s) - trip with less than 24 hours notice and urgent postings - trips posted after Thursday morning shall be posted on different colored paper at the end of the other postings.
4. Posting(s) shall be taken down and awarded on Thursday by 8:00 a.m. prior to the assignment. However, when Thursday is a holiday or scheduled non-working day by majority of drivers, posting (s) should be taken down on Wednesday by 8:00 a.m.
5. Total accumulation of trip hours shall be posted by an association member prior to posting(s) being awarded each week. Upon request management to supply copies of trip slips of prior weeks trip(s) to association member responsible for record keeping.
6. Trip posting awarded to the driver with seniority that has signed and has the least number of accumulated trip hours. Ties shall be decided by seniority.
7. If a driver with seniority has not signed posting, posting shall be awarded to substitute drivers in the above stated process in Paragraph 7 above. If no substitute is available the trip will be assigned to least senior driver.
8. Trips shall be awarded to driver(s) in the order that they were posted when they are on the same day and time. However, if time allows, drivers may be awarded more than one (1) trip per day.
9. Once trips are awarded, drivers or management shall not have the right to switch trips so that another one can be assigned.

F. OVERNIGHT TRIPS

1. Driver will be paid according to regular policy for time including driving time, stand-by time while team practices and driving time to motel/hotel. Applicable overtime will be paid.
2. For evenings, the driver will be "off the clock" each night for eight (8) hours.
3. Regular and overtime rates for driving and stand-by time will be paid after eight (8) hours off the clock or forty (40) hours total for the week.
4. A room will be provided for the driver for nights involved.
5. Driver may submit meal receipts per district's guidelines for reimbursement.

G. FIELD TRIPS CANCELLED

1. If a driver or an attendant scheduled to work a trip reports, then the trip is cancelled, the driver shall receive one (1) hour driving time and one (1) hour stand-by time pay and the attendant shall receive two (2) hours' pay at his/her regular rate.
2. If a trip is cancelled and rescheduled within twenty-four (24) hours of the original trip time, then the original scheduled driver and attendant will be given the new rescheduled trip, provided driver and attendant do not have another conflicting field trip already assigned.
3. Driver and attendant must take rescheduled field trip and shall not be granted the opportunity to pick between field trips that have not yet been assigned.
4. If trips that have been awarded are combined by management, the new combined trip shall be posted and awarded by the procedures in Section XIV Section E.
5. If a posted trip has more than one (1) bus scheduled, and after the award of the trip, one (1) or more bus(es) are cancelled, the scheduled driver and attendant with least trip hours shall retain the trip. In case of a tie seniority shall be used.

H. MEETINGS PAY

Bus Drivers and Bus Attendants shall be paid at their regular rate for all meetings called by the Employer.

I. BOOK WORK

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

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

ARTICLE XIV.

TIME AND ONE-HALF AND DOUBLE TIME

A. PAY - TIME AND ONE-HALF

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

B. PAY - DOUBLE TIME

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

2. Pay - Double Time for positions included in Article XIII Section A.4.

Double time shall be paid for all hours worked on the seventh (7th) day of the work week and for all hours worked on defined holidays, (in this agreement) plus holiday pay.

C. CUSTODIAN

1. Custodians only shall receive time and one-half the regular rate of pay for all hours worked on Saturday.
2. Positions included in Article XIII Section A.4 shall receive time and one-half the regular rate of pay for all hours worked on the sixth day of the work week.

D. BUS DRIVER

Bus drivers only shall receive time and one-half the regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day.

E. HOURS WORKED

All time paid by the Employer to an employee at the applicable wage rates in Article XII shall be counted towards hours worked for the purpose of the employee qualifying for overtime pay.

F. PYRAMID

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

ARTICLE XV.

HOLIDAYS

A. GENERAL CONDITIONS

1. To be eligible for the holiday pay, an employee must have worked his/her last scheduled day prior to the holiday and his/her first scheduled day after the holiday, unless the absence was excused by the supervisor;
2. In the event an employee is unable to work the day before and/or after the holiday because of proven personal illness or injury, item a. above shall not apply;
3. An employee is not eligible for holiday pay who is on layoff or on an official leave of absence without pay in excess of five (5) working days.

B. HOLIDAYS FOR TWELVE MONTH EMPLOYEES

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

1. Day Before New Year's Day
2. New Year's Day
3. Martin Luther King, Jr. Day
4. Memorial Day
5. Fourth of July
6. July 3, 2008
7. Labor Day
8. Thanksgiving Day
9. Day After Thanksgiving Day
10. Day Before Christmas
11. Christmas Day
12. Floating Holiday

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

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

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

C. HOLIDAYS FOR TRANSPORTATION

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

1. Memorial Day
2. Fourth of July (only for those employees who have regular summer bus routes)
3. Labor Day
4. Thanksgiving Day

5. Day After Thanksgiving Day
6. Day Before Christmas
7. Christmas Day
8. Day After Christmas Day
9. Day Before New Year's
10. New Year's Day
11. Martin Luther King, Jr. Day
12. Floating Holiday

Floating holiday to be used at anytime at the Employee's option, when school is not in session for students, upon request in accordance with Article XVII Section A.5.

D. HOLIDAYS ON SATURDAY OR SUNDAY

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

ARTICLE XVI.

VACATIONS

A. GENERAL CONDITIONS

1. Paid vacation time is an earned benefit.
2. In order to qualify for vacation time, an employee must have worked at least 1800 hours during the previous school year (July 1 – June 30). Employees working less than 1800 hours in the previous school year will be entitled to a pro-rated vacation benefit. For the purpose of computing hours worked for vacation eligibility, all hours in pay status will be counted as hours worked.
3. The amount of earned paid vacation time for each employee shall be computed as of July 1 of each year.
4. Paid vacation time earned during a given year must be used during and before the end of the following year.

5. Each employee desirous of using a specific time for vacation, shall request and make arrangements with his/her immediate supervisor prior to using such time. The specific time and length of such time is subject to the supervisor's approval.
6. Vacation time may be requested for any time during the year except the first week before the school year begins and the first week after the school year is completed.
7. When a holiday is observed by the Employer during a scheduled employee vacation time, the vacation will be extended by a number of days equal to the number of holidays within that scheduled vacation time.
8. In the event more employees want a certain vacation time than can be spared at that given time, preference shall be given to the most senior employee, provided the request is made at least thirty (30) days in advance to the vacation period.
9. The amount of vacation pay shall be at the employee's current (at the time vacation is taken) regular rate of pay.
10. Vacation pay will be paid to the eligible employee on the pay day in advance of the vacation, provided the employee gives the Employer notice in writing at least two (2) weeks prior to the pay day immediately preceding the vacation.
11. If an employee is laid off or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

B. LENGTH OF PAID VACATION TIME FOR FULL TIME MAINTENANCE, OPERATION, AND TRANSPORTATION MECHANIC EMPLOYEES

1. Each employee for less than one (1) year, but more than six (6) months, shall be granted one (1) day for each five (5) weeks or major part thereof of continuous employment (as of June 30) but shall not exceed nine (9) days.
2. Each employee having continuous employment (as of June 30) of one (1) year or more but less than nine (9) years shall be granted two (2) weeks.
3. Each employee having continuous employment (as of June 30) of nine (9) years or more shall receive three (3) weeks.
4. Each employee having continuous employment (as of June 30) of seventeen (17) years or more shall receive four (4) weeks.

C. PAID DOWN TIME FOR TRANSPORTATION EMPLOYEES

Each regular bus driver and attendant, with at least one (1) year of seniority and who has regular scheduled summer routes shall be entitled to two (2) weeks of paid down time. The pay

per week will be equal to his/her regular hourly rate times the number of hours he/she would normally work during each work week of the summer. The hours earned shall be granted during the two-week shutdown of the S.M.I. program in July or, if the driver or attendant wants, during school vacations within the next school year.

ARTICLE XVII.

INSURANCE

A. HOSPITALIZATION AND LIFE INSURANCE FOR EMPLOYEES WITH SENIORITY IN MAINTENANCE, OPERATION AND TRANSPORTATION MECHANIC/GARAGE ASSISTANT

1. For regular full-time employees of the Maintenance and Operations Division and Transportation Mechanic and Garage Assistant, the District will contribute to the premium for MESSA Super Care 1 with \$100/\$200 Deductible, Preferred RX and Rider XVA2 and Preventative Care Rider with \$5 Generic Co-pay or MESSA Choices II with \$10/\$20 name brand RX. Each employee must select the coverage based on his/her need and family status. The District will pay the lesser of 95% of the Area 4 rate for MESSA Choices II \$10/\$20 for the coverage selected by the employee or the monthly amount listed below:

Single	\$437.21
Two Person	\$981.96
Family	\$1,090.89

2. For Employees of the Transportation Division, excluding Bus Attendants, the District will contribute to the MESSA Super Care 1 or MESSA Choices II Plans described in subsection 1. above based on the employees' regularly scheduled hours. The District will pay the lesser of the percentage shown below, or the monthly caps set forth above in subsection 1.

<u>Hours</u>	<u>Area 4 MESSA Choices II \$10/\$20 Rate</u>	
40 +	Family	95.0%
	Double	95.0%
	Single	95.0%
35 up to 40	Family	85.0%
	Double	92.5%
	Single	95.0%
30 up to 35	Family	75.0%
	Double	82.5%
	Single	95.0%

<u>Hours</u>	<u>Area 4 MESSA Choices II \$10/\$20 Rate</u>	
25 up to 30	Family	65.0%
	Double	72.5%
	Single	95.0%
18 up to 25	Family	0.0%
	Double	0.0%
	Single	95.0%
Less than 18	Family	0.0%
	Double	0.0%
	Single	0.0%

- In addition, Bus Attendants working 25+ hours per week will be eligible for 95% Single Coverage, subject to the monthly caps set forth above in subsection 1.

3. Employees who are eligible for Employer contributions towards insurance coverage may elect to receive \$100.00 per month in lieu of such contribution.
4. The District agrees to provide \$5,000 into a reimbursement pool. Members shall be responsible for the first \$100 of out-of-pocket expenditures caused by the differential between the \$5/\$10 co-pay and the \$10/\$20 co-pay. The staff member shall provide copies of receipts (names of drug shall be redacted for privacy reasons) establishing the out-of-pocket expenditure. Thereafter the District agrees to reimburse members for all out-of-pocket prescription expenditures caused by the differential between the \$5/\$10 co-pay and the \$10/\$20 co-pay until the \$5,000 pool is fully depleted. The parties further agree that there will be no MAC (ingredients cost difference between brand name and generic equivalent without medical justification) pricing reimbursement.

Reimbursement shall occur quarterly on the following schedule:

<u>Receipts Submitted By</u>	<u>Reimbursement Paid By</u>
November 30	December 30
February 28	March 30
May 30	June 30
August 30	September 30

The District shall not pay retroactively for receipts submitted after October 1 for expenses incurred for the previous contracted year. The contractual year for prescription drug deductible purposes shall be July 1 – June 30.

Any money remaining in the reimbursement pool at the expiration of the Agreement will remain available until fully depleted.

B. LIFE INSURANCE

A \$25,000 life insurance or death benefit with AD and D will be paid to the employee's estate in the event of the employee's death.

C. PAYROLL DEDUCTION

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

D. DENTAL PLAN- 60/40 CO/PAY

The Employer's dental plan will be in effect for each employee who is regularly employed by the employer for eighteen (18) or more regular assigned hours per week, as of the fourth (4th) Friday in a given school year. For this purpose paid sick leave time, holidays with pay and paid vacation time are included in time worked.

E. VISION PLAN

The Employer's vision plan (V.S.P. II) will be in effect for each employee who is regularly employed by the Employer for eighteen (18) or more regular assigned hours per week, as of the fourth (4th) Friday in a given school year. For this purpose paid sick leave time, holidays with pay, and paid vacation time are included in time worked.

F. TERMINATION OF BENEFITS LISTED ABOVE

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

ARTICLE XVIII.

MISCELLANEOUS

A. ASSOCIATION BULLETIN BOARDS

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

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

5. Vacancy Notices

B. JURY DUTY

An employee who serves on Jury Duty will be paid the difference between his pay for Jury Duty and regular pay lost as a result of his/her attendance at jury duty.

C. BREAK

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

D. SUPPLEMENTAL AGREEMENTS

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

E. UNIT WORK

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

F. PHYSICAL EXAMINATION

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

G. CONTRARY TO LAW

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

H. LICENSE AND CERTIFICATION FEES

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

I. UNIFORMS

The School District shall have the right to require the employees within any division to wear uniforms in good repair when working. If the district implements any such requirement the following shall apply:

1. A Committee of bargaining unit members, selected by the association, and administration representatives will select the approved list. The list will include both summer and year-around options. Employees will select uniforms from the approved list. If the committee cannot reach agreement on the list the school district shall make the selection.
2. If the District elects to rent uniforms from a uniform supply company the District shall pay the full cost of such rental.
3. If the District requires employees to purchase uniforms it shall pay to existing employees the amount necessary to purchase five shirts and three pants, up to a maximum of \$150.00. The District shall provide each employee an allowance up to \$75.00 per year thereafter (Sept 1 - August 31), if needed, to replace worn clothing.
4. Probationary employees may be required to wear identification badges during the probationary period. If the probationary period is completed before January 1, the employee will receive up to \$150.00 initial uniform allowance. If the probationary period is completed after January 1, the employee will receive up to \$75.00 initial uniform allowance.

J. CRIMINAL HISTORY RECORD CHECK

The Employer agrees to pay the fees charged to a current employee to have criminal history record check conducted by the Michigan State Police and the Federal Bureau of Investigation as required under 2005 PA 129-131 and 138.

K. IDENTIFICATION BADGES

1. All staff will wear their badge in a visible manner. They will be worn using a clip, a lanyard, a retractable belt clip or other appropriate device. If the badge is not visible, the staff person must be able to immediately produce it if asked.

2. If a staff person forgets their badge, they must use a generic badge available in the office. This badge will not have the memory chip in it, but will serve as visible notice that this is a staff member.
3. If a badge is lost, stolen or damaged, staff will report it to the building/department office. They will be issued a generic badge from the office until a replacement is obtained. The affected staff person will contact the Technology Department for a replacement badge with a clip. Contact Human Resources if you want a belt clip or a lanyard. There is no cost to the employee.
4. If the District feels that an employee is abusing the badge system, the District will hold a meeting with the employee and an Association representative before any disciplinary action will be taken.

L. ACT OF GOD DAYS

The Board shall have the right to reschedule scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fire, epidemics, mechanical breakdowns or health conditions (as defined by city, county or state health authorities) to ensure instruction as prescribed by Michigan law and no loss of state aid. Bus drivers and attendants shall be excused from reporting for school on those days and hours which are cancelled due to the above conditions.

Bus drivers and attendants will receive their regular pay for days and hours that are cancelled and not made up. Payment will be made on a one-time lump sum basis at the conclusion of the school year in June each year.

The parties agree that this contract provision has been negotiated to comply with the provisions of the Revised School Code State School Aid Act and to ensure that the District will incur no loss of state aid. Further, the parties recognize the District's obligation to comply with legal requirements respecting the number of "student instruction" days and hours.

ARTICLE XIX.

EMPLOYER RIGHTS

A. AUTHORITY

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

B. MANAGEMENT

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

1. Manage and control the schools' business, the equipment, and the operations and to direct the working forces and affairs of the Employer.
2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work or extra duties to employees (if above the employee's division, such assignment will be temporary and of a short duration), determine the size of the work force and to layoff employees so long as such action does not conflict with layoff and recall provisions of this Agreement.
3. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, the institution of new and/or improved methods or changes therein.
4. Adopt reasonable rules and regulations.
5. Determine the qualifications of employees, including physical conditions.
6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
10. Determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

ARTICLE XX.

NO STRIKES

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

operations, or picket any of the Employer's premises or interfere with the peaceful operation of the Employer.

ARTICLE XXII.

EFFECTIVE DATE AND DURATION

A. EFFECTIVE DATE AND DURATION

This Agreement shall continue in full force and effect until June 30, 2008.

Unless otherwise specified, any changes made in this Agreement from the 2004-2007 Agreement shall become effective on the date this Agreement is ratified by both parties, except that the changes to the wage rates in Article XII shall be retroactive to July 1, 2007. Retroactive pay will not be applicable to individuals whose employment with the District terminated for a reason other than retirement prior to the date of ratification of this Agreement by both parties.

B. TERMINATION

If either party desires to terminate this Agreement, it shall, sixty (60) days prior to June 30, 2008, give written notice of termination or modification. If neither party shall give notice of termination or modification, as hereinafter provided, or if each party giving a notice of termination or modification withdraws the same prior to June 30, 2008, this Agreement shall continue in effect from year to year thereafter subject to notice of termination or modification by either party on sixty (60) days written notice prior to the anniversary date.

BOARD OF EDUCATION OF THE
DISTRICT OF MONA SHORES

MONA SHORES SCHOOL CUSTODIAL,
MAINTENANCE, TRANSPORTATION
ASSOCIATION, MEA/NEA

By Kay M. Olthoff
President

By [Signature]
For MEA/NEA

[Signature]
Superintendent

Kathy Kello
Chairperson

Todd Deerlings
Chief Negotiator

[Signature]
Committee Member

Paula Nemeth
Team Member

Christine A-Clos
Committee Member

Stephen J. Paguin
Team Member

[Signature]
Committee Member

Committee Member

LETTER OF AGREEMENT

Re: Classification Seniority in the Transportation Division

The parties have agreed that, effective the date of ratification by both parties of this Agreement, "classification seniority" shall be utilized in determining an employee's rights with respect to Article VII, Layoff & Recall, B.2.; Article XII, Wages; and Article XIV, Hours for Transportation, B., for employees in the Transportation Division. "Classification seniority" shall mean the length of uninterrupted service with the Employer in the classification in which the employee currently works.

Employees working in the Transportation Division at the time this Agreement is ratified by both parties shall be credited with the amount of their division seniority in order to initially establish their classification seniority in the position they are working in at that time.

BOARD OF EDUCATION OF THE
DISTRICT OF MONA SHORES

MONA SHORES SCHOOL CUSTODIAL,
MAINTENANCE, TRANSPORTATION
ASSOCIATION, MEA/NEA

By Kay M. Olthoff
President

By Dominic Cant

Mona Shores  Public Schools

3374 McCracken Street ♦ Norton Shores, MI ♦ 49441-3696
Telephone: (231) 780-4751 ♦ Fax: (231) 780-2099 ♦ www.monashores.net

October 20, 2008

Letter of Agreement
Master Contract Extension

Between the

Board of Education
Mona Shores Public Schools

And the

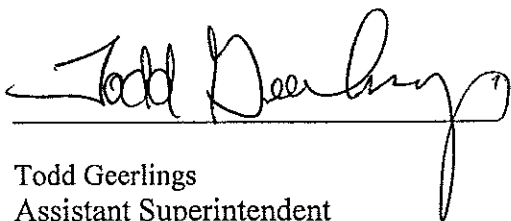
Mona Shores Custodial, Maintenance,
Transportation Association, MEA/NEA

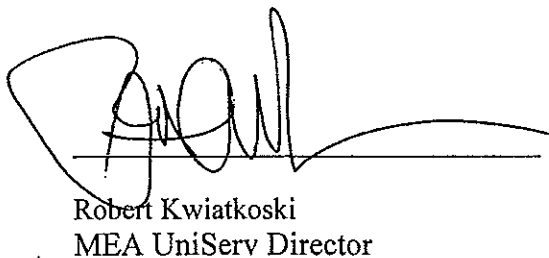
It is mutually agreed that:

The terms and conditions of the previous contract dated, July 1, 2007 to June 30, 2008 will be extended to June 30, 2009 with the following exceptions:

1. Wages – a 2% increase will be added to all positions listed in Article XII. (See attached.)
2. The District, at its discretion, may utilize subs to fill vacant positions. Positions currently open or that become open will be posted internally.

10-23-08


Todd Geerlings
Assistant Superintendent


Robert Kwiatkoski
MEA UniServ Director

**In Mona Shores, we are committed to each student's learning, feeling important
And meeting the demands of the future**

An Equal Opportunity Employer

