

3331

Extended 6/30/96
6/30/98

AGREEMENT

Between The

MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT

And The

**MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT
Paraprofessionals and Bus Drivers Chapter of Local #1865,
Affiliated with the Michigan Council #25, AFSCME, AFL-CIO**

1993-94 1994-95 1995-96 1996-97 1997-98

Mecosta-Osceola Intermediate School District

Roger D. Dixon, Ed. D.
Superintendent



May 13, 1997

Ms. Jeanne Dent, Chapter Chairperson
MOISD Local # 1865 of Michigan
Council # 25, AFSCME, AFL-CIO
Big Rapids, MI 49307

Dear Ms. Dent:

Re The extension of the Master Agreement between the MOISD Board of Education and the MOISD Paraprofessionals and Bus Drivers

The Mecosta-Osceola Intermediate School District Board of Education, at their regularly scheduled May 12, 1997, board meeting unanimously voted to approve an extension to the Master Contract between the AFSCME Local # 1865 and the MOISD, with the following provisos:

- A. The contract language will remain the same as is currently in place.
- B. The current fringe benefit packages will remain in effect.
- C. A 3.0% salary increase for the 1997-98 school year will be implemented.

Once again, thank you and your members for your consideration in this regard. As shared earlier, a trusting, positive working relationship between the administration, board of education, paraprofessionals and bus drivers has developed at the MOISD over the years. By working together in a reasonable and positive manner, we all win and have an excellent school family that works well together in the best interests of the boys and girls in our care. Thank you! You are appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Roger D. Dixon', is written over the word 'Sincerely' and extends to the right.

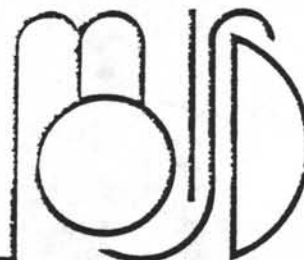
Roger D. Dixon, Ed. D.
Superintendent

CC: MOISD Board of Education

Mecosta Osceola Intermediate School District

P.O. Box 1137, 15760 190th Avenue, Big Rapids, Michigan 49307
Phone (616) 796-3543

Roger D. Dixon, Ed. D.
Superintendent



September 28, 1994

Ms. Bonnie Clark, Chapter Chairperson
MOISD Local # 1865 of Michigan Council # 25, AFSCME, AFL-CIO
Big Rapids, MI 49307

Dear Ms. Clark:

Re the proposed extension of the Master Agreement between the MOISD Board of Education and the MOISD Paraprofessionals and Bus Drivers (Local # 1865 of Michigan Council # 25, AFSCME, AFL-CIO), I am pleased to officially notify you that the Mecosta-Osceola Intermediate School District Board of Education, during their regularly scheduled meeting on September 27, 1994, voted unanimously to ratify the extension of our joint contract through the 1996-97 school year.

As approved by your Association membership as well, the contract extension provides for the three following conditions:

- A. The contract language will remain the same as is currently in place.
- B. The current fringe benefit packages will remain in effect.
- C. A 3.5% salary increase for the 1996-97 school year will be implemented.

Congratulations to us all!

When I was fortunate enough to be selected by the Board of Education to serve as the Superintendent of the MOISD, one of the most striking impressions I had upon my arrival was the spirit of both professionalism and cooperation by all members of the school family, working together as a team to help boys and girls.

Thank you and your members for your help in this matter. The results only go to prove that by working together we can continue to not only maintain, but to improve, the positive, productive and beneficial atmosphere to be found at the MOISD.

Sincerely,


Roger D. Dixon, Ed. D.
Superintendent

Mecosta Osceola Intermediate School District

P.O. Box 1137, 15760 190th Avenue, Big Rapids, Michigan 49307
Phone (616) 796-3543

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AGREEMENT

This Agreement, entered into on this 1st day of July, 1993, between the MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT (hereinafter referred to as the "EMPLOYER") and the MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT EMPLOYEES CHAPTER OF LOCAL #1865, AFFILIATED WITH COUNCIL #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms and conditions of employment, rates of pay, wages and hours of employment.

ARTICLE 1. RECOGNITION (Employees Covered)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the employer included in the bargaining unit described below (excluding day-to-day substitutes and all other substitutes employed for less than ninety (90) consecutive working days in a given school year; supervisors; and all other employees of the district):

ALL SPECIAL EDUCATION PARAPROFESSIONALS EMPLOYED BY THE MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT. ALL FULL-TIME AND PART-TIME BUS DRIVERS EXCLUDING: SUBSTITUTES, SUPERVISORS AND ALL OTHER EMPLOYEES OF THE INTERMEDIATE SCHOOL DISTRICT.

ARTICLE 2. UNION SECURITY

A. Agency Shop

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the union as determined by the Union for the duration of this Agreement.
2. Non-probationary employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
3. Probationary employees and employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to dues required for membership for the duration of this Agreement, commencing the ninety-first (91) workday following the beginning of their employment or reemployment in the unit.

B. Dues and Initiation Fee Checkoff

1. The employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees

uniformly required and as provided for in a written authorization voluntarily executed by the employee in accordance with the standard form used by the employer as herein provided (see Appendix A). The written authorization for Union dues and initiation fees deduction shall remain in full force and effect during the period of this contract, and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the employer and the Union.

2. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the employer to rely upon and to honor certifications by the Secretary/Treasurer of the Local Union, regarding the amounts to be deducted and legality of the adopting action specifying such amounts of Union dues.
3. The employer agrees to provide this service without charge to the Union.

C. Representation Fee Checkoff

1. The Employer agrees to deduct from the wages of an employee who is not a member of the Union, the Union representation fee, as provided for in a written authorization voluntarily executed by the employee in accordance with the standard form used by the employer as herein provided (see Appendix A). The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period thirty (30) days immediately prior to expiration of this contract. The termination notice must be given to both the Employer and to the Union.
2. The amount of such representation fee will be determined by the procedures set forth in paragraph B (2) above.
3. The employer agrees to provide this service without charge to the Union.

D. Remittance of Dues and Fees

1. When Deductions Begin

Checkoff deductions under all properly executed authorizations for checkoff shall become effective at the time the application is signed by the employee and shall be deducted from the second pay period of the month and each month thereafter.

2. Remittance of Dues and Initiation Fees to Financial Officer

Deductions for any calendar month shall be remitted to the designated officer of Council #25, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

3. The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

E. Save Harmless

The Union agrees to indemnify and save the Employer, his agents, and each individual School Board Member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action taken by the Employer for the purpose of complying with this Agreement.

ARTICLE 3. EMPLOYER RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be in and be exercised exclusively by the Employer without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights of assignment and direction of work of all of its personnel; determine the hours of work and starting times and scheduling of all the foregoing; the rights to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees within their respective classifications, determine the size of the work force and to layoff employees.
4. Determine the type of services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation; the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations which are not in conflict with this Agreement. This shall include the right to adopt disciplinary rules without prior bargaining with the Union.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, division, or subdivisions thereof and the relocation or closing of offices, departments, divisions, or subdivisions, buildings, or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization.
11. Determine the policy affecting the selection, testing, or training of new employees, providing that such selection shall be based upon lawful criteria.

The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Employer except as otherwise limited by the express provisions of this Agreement.

ARTICLE 4. UNION REPRESENTATION

A. Stewards, Alternative Stewards and Chapter Chairperson

The Employees covered by this Agreement will be represented by two (2) Stewards. One Steward shall serve the paraprofessional classification and the other Steward shall represent the bus driver classification.

1. The Employer will be notified of the names of the alternate stewards who will serve only in the absence of the regular steward.
2. As a general rule, the Chapter Chairperson or stewards will investigate and present grievances on their own time. However, whenever the Employer requests the presence of the Chapter Chairperson and/or a steward, or schedules a conference during working hours, the Chapter Chairperson and/or the steward, will be allowed time off without loss of time or pay.

B. Union Bargaining Committee

1. Employees covered by this Agreement will be represented in negotiations by four (4) negotiating committee members, three (3) of whom shall be paraprofessionals and one (1) who shall be a bus driver.
2. If the bargaining by the parties commences during the regular workday, members of the bargaining committee shall suffer no loss of time or pay.

ARTICLE 5. SPECIAL CONFERENCES

By mutual agreement special conferences may be held during the life of this Agreement between the Union and the Employer, or their designated representative(s). Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Conferences shall be held at a mutually agreed time and date.

Designated representatives for the purpose of this Article shall be construed to mean employee or non-employee representatives.

ARTICLE 6. GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

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

1. The termination of services of or failure to re-employ any probationary employee.
 2. Any matter for which there is recourse through other forums established by statute (i.e., FLSA, EEO, PERA).
- B. The Union shall designate one (1) representative for the bus drivers and paraprofessionals respectively to handle grievances when requested by the grievant. The Employer hereby designates the Director of Special Education to act as its representative at Level One for grievances involving paraprofessionals and the Transportation Supervisor to act as its Level One representative for grievances involving bus drivers. The Superintendent or Assistant Superintendent are designated as the Employer's Level Two representatives.
- C. The term "days" as used herein shall mean days in which school is in session.
- D. Any written grievance not completed in accordance with the requirements of the forms provided in Appendix B may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- E. Level One

A grievant alleging a violation of the express provisions of this contract shall, within five (5) days of its alleged occurrence, or within five (5) days of the date on which such grievant could have reasonably become aware of its alleged occurrence, orally discuss the grievance (either personally or through his Union representative) with the Employer's Level One Representative in an attempt to resolve same.

If no resolution is obtained within five (5) days of the oral discussion, the Union representative shall, within seven (7) days of such oral discussion, reduce the grievance to writing and deliver it to the Employer's Level One Representative. If the Union does not receive an answer within five (5) days thereafter, or if the written answer is unacceptable, the Union shall within ten (10) days of the date on which the written grievance was submitted to the Employer's Level One Representative, file his grievance at Level Two.

Level Two

A copy of the written grievance shall be filed with the Superintendent or Assistant Superintendent as specified in Level One. Within five (5) days of receipt of the grievance, the Superintendent or Assistant Superintendent shall arrange a meeting with the designated Union representative to discuss the grievance. The grievant shall be present at such meeting if either party so desires.

Within five (5) days of the meeting the Superintendent or Assistant Superintendent shall render his decision in writing, transmitting a copy of

the same to the grievant, the Union, the Level One Representative, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the aforementioned meeting, or the decision is unsatisfactory to the grievant and the Union, the Union shall within eight (8) days of such meeting appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board (Superintendent of Schools) in charge of drawing up the agenda for the Board's scheduled meetings.

Level Three

Upon proper application as specified in Level Two, the Board, or a representative subcommittee thereof, shall allow the grievant and his Union representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, or otherwise investigate the grievance provided, however, that in no event except with express written consent by the Union shall final determination of the grievance by made by the Board more than one (1) month after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Director of Special Education and/or the Level One Representative, the grievant, and the Union.

Level Four

Under the terms of this agreement, individual grievants shall not have the right to process a grievance at Level Four.

1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after having received the decision of the Board, refer the matter for arbitration to the American Arbitration Association. If the parties cannot agree upon an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association.
2. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Union. Subject to the right of the employer or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
3. Powers of the arbitrator are subject to the following limitations:
 - a. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/She shall have no power to establish salary scales or to change any salary.
 - c. He/She shall have no power to change any practice, policy, or rule of the Employer nor substitute his judgment for that of the Employer.
 - d. He/She shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide.

- e. He/She shall have no power to interpret state or federal law and shall not hear any grievance which is barred from the scope of the grievance procedure.
 - f. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - g. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
 - h. Where no wage loss has been caused by the action of the Employer complained of, the Employer shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one (i.e., The arbitrator is prohibited from assessing punitive damages.).
 - i. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- F. The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Union and 50% for the Employer.
- G. Should an employee or the Union fail to institute a grievance within the time limits specified, the grievance will not be processed. Should the Union or a grievant fail to appeal a decision within the limits specified, or leave the employ of the Employer (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations. The Employer may, at its discretion, hear grievances during regular working hours. If an employee or Union representative is requested to participate in the processing of grievances during regular working hours, it shall be without loss of pay.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

ARTICLE 7. DISCHARGE AND SUSPENSION

- A. No employee shall be discharged, suspended, or disciplined without just cause.
- B. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his steward and the Employer will make available a meeting room where he may do so. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee and the steward.
- C. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the specific reasons for the discharge or suspension.

- D. The Employer agrees, promptly upon the written discipline of an employee, other than for discharge or suspension, to notify, in writing, the employee and Chapter Chairperson the reasons for the discipline.

ARTICLE 8. SENIORITY

- A. Employees shall be on probation for the first ninety (90) workdays of their employment. The probationary period may be extended by mutual agreement of the Employer and the Union.
- B. When employees complete the probationary period they shall be entered on the seniority list in their classification and rank for seniority from last date of hire in that classification. There shall be no seniority among probationary employees.
- C. Seniority under this Agreement shall be by classification. The recognized seniority classifications are:
1. Paraprofessional
 2. Bus Driver
- D. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or periods when school is not in session.
- E. The Chapter Chairperson shall head the seniority list of the unit during his/her term of office for the purpose of layoff and recall.

ARTICLE 9. SENIORITY LISTS

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- C. The Employer will provide the Chapter Chairperson with an up-to-date seniority list at the beginning of each school year and during the year whenever there is a change in said list.

ARTICLE 10. LOSS OF SENIORITY

By way of illustration, and not by way of limitation, employees shall lose their seniority when:

- A. All Bargaining Unit Members
1. They quit.
 2. They are discharged.
 3. They fail to return to work when recalled from layoff pursuant to those conditions set forth in the layoff and recall provisions of this Agreement.
 4. Fail to comply with the terms and conditions established by this Agreement for the usage of sick leave and requirements for returning to work.

5. Failure to comply with the terms, condition and requirements established for an authorized leave of absence.

B. Bus Drivers Only

6. The employee is either uninsurable or not insurable at reasonable rates.
7. The employee does not possess the requisite certification for his/her current assignment.

ARTICLE 11. LAYOFF AND RECALL

It is hereby specifically recognized and agreed that it is within the sole discretion of the Employer to reduce his/her work force. Prior to a general reduction of the work force, the Employer agrees to notify the Union of the positions that are to be eliminated and the employees that are to be laid off.

A. Layoff Procedure

In order to promote an orderly reduction in personnel the following procedure will be used:

1. Probationary employees within the affected classification will be laid off first, provided, however, there is a more senior employee qualified to perform the duties of the position being vacated and/or continued.
2. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority within the affected classification. (i.e., the least senior employee within the affected classification on the Seniority List being laid off first, provided there is a more senior employee within the affected classification qualified to perform the duties of the position being vacated and/or continued.)
3. In situations where there is no senior employee within the affected classifications with the qualifications necessary to fill the available position and/or replace the probationary or less senior employee, the more senior employee within the classification shall be laid off and the least senior or probationary employee continued in employment.
4. In the event a paraprofessional is laid off or his/her position is eliminated, the affected paraprofessional will be allowed to exercise his/her seniority rights and bump any paraprofessional within his/her classification only, assuming the paraprofessional meets qualifications of the position. In the event a bus driver is laid off or his/her route is eliminated, the affected bus driver will be allowed to exercise his/her seniority rights and bump any bus driver within his/her classification only, assuming the bus driver meets qualifications of the position.
5. Employees and the Union shall be given no less than seven (7) calendar days advance notice of an impending layoff.

B. Recall Procedure

When the work force is increased after a layoff, seniority employees within the affected classification will be recalled on the basis of seniority (i.e., the more senior employee within the affected classification on the seniority

list being recalled first), except where the senior employee lacks the necessary qualifications to perform the duties of the open position. Notice of recall shall be sent to the employee at his/her last official address (as reflected in the Employer's records) by registered or certified mail. If an employee fails to report to work within three (3) calendar days of receipt of notice of recall, or five (5) calendar days of mailing of notice of recall, whichever is earlier, or fails to notify the Employer of his intent to return on the date specified in the notice, he/she shall be considered a quit.

ARTICLE 12. TRANSFERS AND ASSIGNMENTS

The Board reserves unto itself the right to transfer and assign employees. Upon request, however, the employee transferred or reassigned shall be entitled to a statement of the reasons which necessitated the transfer or reassignment. The Chapter Chairperson will receive a statement of the transfer of the employee.

The District agrees to minimize involuntary transfers and assignments. In situations where an employee transfer or reassignment will work an undue hardship upon such employee, the Employer agrees to give due consideration to the desires of the employee.

ARTICLE 13. VACANCIES, PROMOTIONS, JOB POSTINGS, AND BIDDING PROCEDURES

- A. All vacancies or newly created positions within the bargaining unit shall be considered open or vacant regardless of the reason if the regular holder thereof has been discharged or has been promoted or has quit or has otherwise been separated from the payroll and such vacated or open position is to be filled on a permanent basis (i.e., longer than ninety (90) working days). All vacant positions shall be posted in a conspicuous place where there are bargaining unit employees and filled in accordance with the following procedure.
- B. Any vacancy which is applied for and filled in accordance with the provisions set forth herein shall be deemed a promotion regardless of the rate of pay established for the position.
- C. All vacancies or newly created positions within the bargaining unit will be filled on the basis of seniority and minimum qualifications, which will be established by the Employer, and will be offered to the employees working in the affected classification first before being offered Bargaining Unit wide. Any new MOISD originated job requirements will not be implemented until employees have opportunity to train for same. Except in emergency situations, all vacancies or newly created positions will be posted for a minimum period of five (5) working days. Postings shall set forth the minimum requirements for the position and the expiration date of the posting. Employees interested shall apply in writing within the five (5) working days posting period.

The most qualified employee within the classification applying for the position who also meets the position's minimum requirements shall be granted a four (4) week trial period to determine his/her ability to perform the job. In the event two (2) or more employees applying for the position meet the position's requirements and also are substantially equal in terms of qualifications, then the employee with the most seniority within the classification where the vacancy exists shall be selected for the position. An employee applying for a posted position will receive a written response as

to whether they received the position and if not, the reasons why. The Chapter Chairperson will also receive a copy of this statement. No transfer will take place until all vacancies as a result of the original vacancy are posted and awarded.

- D. If an employee is unable to perform satisfactorily during the four week trial period in the new position or vacancy to which he or she was promoted, such employee will be returned to his/her former position without loss of seniority or bias at that position's rate of pay.
- E. The position vacated by a promoted employee shall be construed as a vacancy and shall be subject to posting requirements.
- F. If an employee is promoted to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, such employee shall retain all rights accrued prior to the transfer outside the bargaining unit, for the purpose of any benefits provided in this Agreement.
- G. When a vacancy or newly created position is established during the summer break, all employees will receive a copy of the posting. The Employer will furnish the Union Representative with copies for each employee who shall have the responsibility of sending same to each employee. During the school year, the Employer will put a copy of each posting in the paycheck of each employee. During the summer break only, posting will be posted for a minimum of seven (7) working days.
- H. Summer Employment: Thirty (30) days prior to the beginning of the summer session, the positions will be posted setting forth the minimum qualifications and the expiration date of the posting. Employees interested shall apply in writing within the five (5) working days posting period. In the SMI and SXI programs, the incumbent full-time employee will have first choice at summer positions in those programs only. Second selection will be based on seniority and minimum qualifications. This paragraph shall not be applicable to employees in the bus driver classification.

Summer session paraprofessionals may take up to one (1) week of time off, provided they find a replacement using other employees or qualified subs, as has been established practice in the past.

Normally, the employee will receive notice of award within seven (7) working days after the posting expires.

There will be one fifteen (15) minute coffee break and one thirty (30) minute lunch break for full-time summer employees.

PROVISIONS REGULATING BUS DRIVERS

- I. Employees in the bus driver classification will be allowed to bid on regular and noon special education runs the week of school following the fourth (4th) Friday Count. Prior to that time, drivers will be assigned routes as close to the ones they had in May of the prior school year as possible, assuming students riders exist in sufficient numbers to continue the route. Routes will be posted for examination at least 72 hours prior to the meeting at which bidding will be conducted.

Bidding will start with the most senior bus driver, provided that he/she is properly qualified for the desired assignment. "Qualifications" include:

certification; physical fitness; mental fitness; driving record; work record; and capacity to successfully provide service to the students assigned to that route, particularly considering the nature of student handicaps.

A copy of all routes and changes of routes that cause a reduction or increase in wages for a driver, and at anytime during a bidding process, will be provided to the Steward for the bus drivers and Chapter Chairperson of the bargaining unit.

1. Vacancies within the bus driver classification occurring during the academic year and after the general bidding of runs at the start of the school year will be posted for a minimum five (5) working days. During the five-day period, the Employer may assign a substitute driver until bidding has been completed and the route awarded. At the conclusion of the posting period, a meeting will be held for purposes of bidding on the vacant position and any vacancies resulting from the bidding process. Any drivers wishing to bid on the vacant run or any other vacant runs resulting from bidding must be present at this meeting. Any vacant run or runs remaining after the bidding meeting will be posted for outside hires.
2. Whenever the District for any reason splits a route that creates at least one additional route, both newly created routes will be posted in accordance with Article 13 of this Agreement.
3. After the bidding process, if a route changes for any reason and causes an increase or reduction in wages of a driver, such route will be re-posted and bid in accordance with Article 13 of this Agreement.

Drivers will be paid by the district for any morning, evening or noon runs at the negotiated rate. If any run takes more than the average time agreed upon between the Union and Administration as standard for that type of run (e.g., morning route - 2.5 hours), the driver will not draw additional pay or benefits beyond the standard agreed upon rate for that type of route, unless the driver's total actual working time exceeds 40 hours per week. Nor will the district, if the run takes less than the "average" time, deduct monies or benefits from the negotiated "standard rate of pay" for said run(s).

Per past practice, drivers are not, as a standard practice, eligible to bid on or retain a route whose driving time would place them in a situation where they would regularly work over 40 hours per week. Any exceptions to this practice must be mutually agreed upon by both the union and management.

- J. Employees within the bus driver classification shall have priority for substituting on nonconflicting, regular special education routes under the following conditions:
1. In order to be eligible for such priority, the driver must have fewer than three (3) runs per day.
 2. If a driver wishes to receive priority for substitution, as described above, the driver must declare his/her availability, in writing, to the Transportation Supervisor. This notification must include a phone number where the driver may be reached for purposes of receiving substitute assignments. (See Appendix C for availability form.)

3. Substitute assignments will be rotated on a seniority basis among eligible drivers. (Example: The assignment will be offered to the senior eligible driver and if that driver either accepts or declines the assignment, his/her name will be rotated to the bottom of the eligibility list).
4. Pay for any priority substitution awarded under this paragraph shall be at the driver's regular rate for the route in question (i.e., prorated morning, noon or evening run).
5. If a substitute assignment is not filled with a bargaining unit member utilizing the above procedures, the Employer shall have the right to utilize non-bargaining unit personnel.
6. When a driver is on sick leave or unpaid personal leave in accordance with this Agreement, for an extended time of one (1) week or longer, the driver's bus will be stationed at the MOISD bus garage. This will enable a driver with fewer than three (3) runs a day to bring up her/his runs to (3) by taking over one (1) or two (2) runs of the driver on leave. A driver operating such a run as a substitute will not be entitled to additional fringe benefits.

K. Extra trips will be allocated to bus drivers under the following conditions:

1. An "extra trip" is defined as a special education bus run (other than regular runs and noon runs) which is accomplished on a school bus requiring the use of a certified bus driver. Only those extra trips involving one (1) hour or more total driving time shall be eligible for assignment to a bargaining unit member in the bus driver classification. The bus driver foreman will not be used on extra trips, as defined by the contract, unless no bargaining unit driver is available and willing to drive.
2. Nothing in this section shall qualify the right of the Employer to continue its past practice of using faculty and other non-unit personnel to transport pupils in connection with programmatic activities using means other than a school bus operated by a certified bus driver.
3. Extra trips shall be rotated on a seniority basis among eligible drivers (example: The assignment will be offered to the senior eligible driver and if that driver either accepts or declines the assignment, his/her name will be moved to the bottom of the seniority rotation.)
4. The Employer shall not be required to award an extra trip to an eligible driver if the extra trip would conflict with the driver's regularly assigned bus run(s). However, this prohibition shall not exist if the extra trip has a destination outside the MOISD boundaries.
5. The Employer shall not be required to award an extra trip to an eligible driver if the anticipated number of hours involved in the extra trip assignment, when combined with the driver's regular hours in the same work week will reach a total of more than 40 hours of employment. If a driver is refused an assignment on this basis, he/she will not be rotated to the bottom of the extra trip assignment list but will instead be awarded the next extra trip opportunity which will not result in overtime liability to the Employer.

6. Driving time involved in an extra trip assignment will be paid at the driver's regular prorated hourly rate. Non-driving time will be compensated at the prorated hourly rate of pay, which will be equal to the top step of pay for the paraprofessionals for the respective contract year. It is understood that bus drivers are subject to assignment during non-driving time occurring on an extra trip.
7. Exclusive of the time definition of "extra trips" in K1 above, if bargaining unit employees are utilized to drive additional trips, including Vocational Education trips, these jobs will be offered to drivers on a rotational basis.

ARTICLE 14. UNPAID LEAVES OF ABSENCE

- A. With the advance approval of the Employer, an unpaid leave of absence for periods not to exceed one (1) year may be granted for any of the following reasons:
 1. Serving in any elected or appointed position, public or union.
 2. Child-bearing and/or child care leave, illness leave (physical or mental).
 3. Prolonged illness in immediate family.
 4. Education leave.

Except in cases of emergency, requests for leave of absence shall be submitted in writing and on a form supplied by the Employer, not less than thirty (30) days prior to the date the employee desires to commence such leave.
- B. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement and shall be returned to a position they held at the time of the leave of absence was granted or to a position to which their seniority entitles them.
- C. Leave of absence shall be without compensation, fringe benefits, sick leave accumulation, or the accumulation of other benefits.

ARTICLE 15. UNION BULLETIN BOARDS

- A. The Employer will provide bulletin board space in each building which may be used by the Union for posting notices of the following types:
 1. Notices of recreational social events
 2. Notices of elections
 3. Notices of results of elections
 4. Notices of meetings

ARTICLE 16. JURY DUTY

An employee who is called for jury duty or subpoenaed to give testimony before any legal, judicial or administrative tribunal shall be compensated for the difference between his/her normal salary and the monies which he/she

receives for the performance of such duty (less reimbursed expenses and travel allowance). The terms of this provision shall not apply in those situations in which the employee is a party to the action.

ARTICLE 17. RATES FOR NEW JOBS

When the Employer creates a new bargaining unit position, or substantially alters existing assignments, the Union will be notified. In the event the Union does not agree that the rate of pay assigned is proper, the matter shall be subject to negotiations.

ARTICLE 18. WORKING HOURS

A. Paraprofessionals

The normal working hours for employees covered by this Agreement will be from 8:00 a.m. to 3:00 p.m. These working hours shall be inclusive of a lunch break, the duration of which shall be established by the Employer.

The Union agrees that the Employer may change the standard working hours of the employees without further consultation with the Union so long as the employees' regular hours do not exceed the following limitations:

1. The employees' working day shall not commence earlier than 7:00 a.m. or extend beyond 4:30 p.m.
2. The employees' standard work week shall be inclusive of Monday through Friday.

Each employee scheduled to work six (6) hours or more per day shall be allowed a rest break in the first half and the second half of their regular shift not to exceed fifteen (15) minutes each.

Employees scheduled to work less than six (6) hours per day shall be allowed one (1) rest break.

B. Bus Drivers

1. Average driving times, as established during negotiations from actual driving records, will be used for retirement purposes. This computes to two and one-half hours for both morning and evening runs and one hour and forty five minutes for noon runs.
2. Employees shall maintain their own time cards for extra trips and shall not charge more time than is actually worked. Time cards shall be turned in to the Transportation Supervisor on the Monday following the week worked. The Employer will check the times charged from time to time to ascertain if reasonable time is being charged, and if it is determined that excessive time is being charged, shall make adjustments. If the Employer makes an adjustment due to its belief that excessive time is being charged on an extra run, the involved employee will be notified by supervision of the reason for the adjustment. The latter requirement shall not apply to adjustments to time cards resulting from correction of mathematical errors. The Employer reserves the right to take disciplinary action in appropriate circumstances.
3. The Employer, at its discretion, may change the buses, routes and bus stops as it may decide is in the best interest of the District. It is

understood that route times are subject to change after initial bid. Should the District determine to alter an established route time due to conditions other than the permanent addition or deletion of a pupil from a particular route, written notice of the alteration will be given to the affected driver with a copy to the Chapter Chairperson. The Union may request a Special Conference under Article five (5) of this Agreement.

4. Cancellation of assignments due to inclement weather or other acts of God will be handled according to the procedures set forth in Article 28 of this Agreement. After the first two (2) days of instruction which are cancelled due to inclement weather, each driver who reports to work for his/her regularly scheduled morning run will receive a minimum of two (2) hours of reporting pay (or the actual time of the run, whichever is less) unless school is cancelled prior to 6:00 a.m. It is understood that the reporting pay requirement is applicable only to a.m. runs.
5. If the driver reports to work and the performance of his/her assignment is delayed over 30 minutes due to inclement weather or other emergency, he/she shall be paid at the regular hourly rate equal to the top step of pay for the paraprofessionals for that respective contract year for the period of the delay.
6. All drivers having a minimum of two runs will receive both pretrip and coffee break pay. Drivers having only one run will receive only pretrip pay, which will equal 50% of the combined pay schedule rate for both the pretrip and coffee break.
7. The Employer shall have the right to utilize non-unit personnel for the purpose of operating vehicles in connection with refueling and repair. Should the Employer request a bargaining unit member to operate a vehicle for these purposes, he/she shall be paid at the regular hourly rate equal to the top step of pay for the paraprofessionals for the respective contract year.
8. Drivers who experience breakdowns and/or accidents that require extending a route 30 minutes or more will receive extra compensation prorated to the hourly rate of pay, which will be equal to the top step of pay for the paraprofessionals for the respective contract year.

ARTICLE 19. SICK LEAVE

Full-time employees covered by this agreement shall be entitled to sick leave which shall be earned at the rate of one-half (1/2) day per pay period worked in the District (effective upon beginning date of the new Agreement) to a maximum total of 13 days per year. After completion of a minimum of ten (10) continuous years, upon termination, retirement, or death, the accumulated sick leave shall be paid at the rate of \$25 per day in 1993-94, \$30 in 1994-95, and \$35 in 1995-96. Upon death, the amount due will be paid to the employee's estate.

Employees shall be permitted to utilize sick leave for personal illness which renders them incapable of performing their assigned duties. Employees shall report for duty on the first date which immediately follows the last date of illness.

At its own expense, the Board reserves the right to require a physical examination of any employee by a physician of its own choice, to establish

such employee's ability or inability to work and entitlement for sick leave under the provisions of this article.

ARTICLE 20. WORKER'S COMPENSATION - ON-THE-JOB INJURY

In cases of absence from work due to injury or illness compensable under the Michigan Workmen's Compensation Act (MWCA), the employee shall be permitted to draw sick pay on a pro-rated basis, to be charged against their sick leave account, to make up that difference between the compensable allowance under the MWCA and their regular take-home salary. In no instance shall such employee's combined compensation exceed his regular take-home pay, nor shall the supplemental differential contributed by the Board of Education exceed the maximum amount of the employee's accumulated sick leave account. The employee, utilizing worker's compensation reimbursement, will be allowed to utilize accumulated sick leave on a prorated basis up to his/her regular salary and benefit levels. Additionally, if an employee is injured while performing duties for the MOISD and is deemed eligible for worker's compensation as a result of that injury, the MOISD will provide hospitalization insurance coverage for the employee, if the employee's sick leave days are exhausted, until the end of the school year in which the injury occurred.

ARTICLE 21. ILLNESS IN IMMEDIATE FAMILY

Each employee covered by this agreement shall be entitled to use his/her accumulated sick leave, up to a maximum of five (5) days per year, with an additional five (5) days upon approval of the Superintendent, to care for members of employee's immediate family who are ill and who require the attention of the employee.

The immediate family shall include: parents, spouse, mother-in-law, sister, brother, grandparents, step-parents, children, step-children, and father-in-law.

ARTICLE 22. MEDICAL EXAMINATION

As a condition of continued employment, all employees shall file with the office of the Superintendent of Schools, an official statement from a licensed physician or registered nurse, which establishes freedom from communicable tuberculosis.

This statement must be filed as required by law and must be received by the office of the Superintendent not earlier than June 30th and not later than one week after the first workday of the Intermediate School District calendar of each school year.

All bus drivers must pass required physical examinations as a condition of continued employment. Physical examination shall be given by a school designated physician and shall be paid by the Employer.

ARTICLE 23. PAID LEAVES OF ABSENCE

A. Personal Leave

Each full-time employee covered by this Agreement shall be granted two (2) days paid leave per year for the purpose of transacting personal business which cannot be conducted during non-business hours and which necessitates

the attention of the individual employee. By way of illustration, personal leave may be granted for:

1. Activities of a legal nature which require the presence of the individual.
2. Activities of an urgent nature, the absence from which would cause the individual serious financial and/or personal loss.

The preceding is to serve as guidelines in granting or denying a request for personal leave.

Request for the extension of vacation periods, job hunting, accompanying a spouse to conventions, etc., shall not be construed as qualifying reasons for personal leave under this section but may, at the discretion of the Superintendent, be granted as a leave without pay. Personal leave days cannot accrue as personal leave but may accrue as additional sick days.

B. Bereavement Leave

1. When death occurs in a full-time employee's immediate family, such employee shall, upon his or her request, be granted a paid leave of absence up to five (5) working days, provided such employee attends the funeral.

For the purposes of this article, immediate family shall include: parents, spouse, children and step-children.

2. Three paid bereavement leave days shall be granted in the case of the death of the employee's mother-in-law, father-in-law, sister, brother, grandparents, step-parents, provided such employee attends the funeral.
3. One paid bereavement leave day, the day of the funeral, shall be granted in the case of the death of the employee's brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, aunt, uncle, niece, nephew, and guardian (if employee was raised by a guardian rather than parents).
4. Paraprofessionals and bus drivers will be allowed time off without loss of pay for the purpose of attending the funeral of a student in their classroom or bus route. A maximum of one (1) full day may be required for this purpose, with the employee taking the minimum amount of time actually required to attend the funeral. This release time may be utilized only in the case of a current year student who was either working with the employee or riding the employee's bus.

C. Inservice

Each employee will be given one inservice day designated by the Employer.

ARTICLE 24. HOLIDAYS

- A. All employees covered by this Agreement shall be paid for the following holidays:
 1. Thanksgiving Day
 2. Friday following Thanksgiving Day
 3. Memorial Day
 4. The day before Christmas

- 5. Christmas Day
- 6. New Year's Day
- 7. Good Friday
- 8. Labor Day

Twelve month employees shall receive the following holiday (1) in addition to those specified above:

- 9. Fourth of July
- B. Compensation for the paid holiday shall be computed on the basis of the employee's current rate of pay times their regularly scheduled working hours.
 - C. Employees may be required by the employer to work on a holiday in which case they will receive their regular salary in addition to holiday pay for the day in question.
 - D. To be eligible for holiday pay, an employee must work his last regularly scheduled workday before a holiday and his first regularly scheduled workday after the holiday, except in the case where an employee is on vacation, paid sick leave, or on an approved leave of absence.

ARTICLE 25. INSURANCE PROTECTION

- A. The Board agrees to provide, without cost to each eligible paraprofessional, insurance protection as provided below for the full 12-month period.

MESSA PAK PLAN A

Super Med 1 Full Family - MESSA
 Care Rider
 LTD 60% Plan I
 Delta Dental
 (80/80/80: \$1,300)
 Negotiated Life \$30,000
 Vision VSP-3

MESSA PAK PLAN B

\$60/month toward annuity
 LTD 60% Plan I
 Delta Dental
 (80/80/80: \$1,300)
 Negotiated Life \$30,000
 Vision VSP-3

Premiums for MESSA Super Med I and Delta Dental for less than full-time employees shall be paid for by the Employer on a pro-rata basis.

- B. The Board agrees to make premium payments, on behalf of each eligible bus driver, for insurance protection for full twelve month period, under the Michigan State AFL-CIO Public Employee Trust Three Star Medical Plan, according to the specifications for that plan in effect at the execution of this agreement.

Bus Drivers shall be provided with 60/60 long term disability coverage similar to that provided the paraprofessionals, beginning with the 1993-94 school year.

Beginning with the 1994-95 school year, the bus driver dental insurance package (50/50) shall be adjusted to the same level as the paraprofessionals (80/80).

Beginning with the 1995-96 school year, the bus drivers shall be provided with VSP-3 insurance, comparable to the coverage provided for the paraprofessionals.

1. Only those drivers having served one or more years of employment in the bargaining unit shall be eligible for twelve month coverage up to the full family or two party rates specified for the above health plan. Drivers with less than one year of service will be eligible for single subscriber coverage for a period of nine months.
 2. For a driver to be eligible for fully paid benefits, as defined within the negotiated contract, he/she must work all three (i.e., morning, noon, and evening) daily runs. Drivers working fewer than the full three runs will be eligible for paid benefits on a prorated basis, per past practice.
- C. Bus drivers, after their first year of employment in the bargaining unit, shall be eligible to enroll in the Delta Dental (50/50) insurance program. The district will contribute sufficient premiums to maintain coverage. If the association wishes to switch to the Two Star Dental Program at the same or reduced cost, the Employer will provide that coverage.
- D. Effective with the 1993-94 school year, add Long Term Disability coverage for bus drivers at the same level (i.e., 60% after 60 calendar days) as the other members of the Union.
- E. The Board reserved the right to change the carrier for the above insurance provided the benefits are equal or better, if a different carrier is selected.
- F. Employees who choose not to have hospitalization are eligible for up to sixty dollars (\$60.00) per month applied to MESSA options or an annuity to be paid on a monthly basis by the Employer.

Employees will be limited to participate in Article 25 or make any change in their program two times per year - January 1 and September 1. New employees, if hired on other than the open enrollment period, and emergency changes for existing employees, will be handled on individual basis.

The following companies and credit unions have been approved for annuities for payroll deduction: Lincoln National, Farm Bureau, IDS, Mutual Benefit, State Farm, Equitable, Northwest Public Employees and Isabella Employee Credit Unions.

- G. The Board of Education will pay the deductible under the Super Med I and Three Star Medical plans in two (2) \$50.00 payments for full family and one (1) \$50.00 payment for single person coverage in January and June respectively.

ARTICLE 26. COMPUTATION OF BENEFITS

For the purpose of this Agreement, full-time employees are those employees that have completed their probationary period, are assigned the standard workday of six (6) hours per day and are employed by the District a minimum of 180 days (1,080 hours) per year.

Employees working less time than six (6) hours per day and 1,080 hours per year shall be entitled to the following benefits on a pro-rated basis, based upon hours worked per day and hours worked per year:

- | | |
|---------------|----------------------|
| 1. Holidays | 3. Bereavement Leave |
| 2. Sick Leave | 4. Insurance |

For a bus driver to be eligible for fully paid benefits, as defined within the negotiated contract, he/she must work all three (i.e., morning, noon, and evening) daily runs. Drivers working fewer than the full three runs will be eligible for paid benefits on a prorated basis, per past practices.

ARTICLE 27. DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

ARTICLE 28. ACT OF GOD DAYS AND MILEAGE REIMBURSEMENT

For the purpose of this Agreement, Act of God days and mileage reimbursement shall be in conformance with official Board policy. It is understood and agreed the official Board policy may be subject to change from time to time, however, no change in policy shall be applied to the paraprofessionals and/or bus drivers unless it applies to all school employees, exclusive of executive and supervisory personnel.

If an employee is on a paid personal leave or sick leave day when an "Act of God Day" is declared, the employee shall receive the Act of God pay and shall not be charged for the personal day or sick day. Employees on official leaves of absence, with or without pay, are not covered by this provision.

Any change in current Board policy will be subject to negotiations between the Employer and the Union.

ARTICLE 29. NO STRIKE CLAUSE

The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and member shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this article shall be cause for disciplinary action, up to and including discharge.

ARTICLE 30. WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demand and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives 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, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 31. ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Employer and the Union. All matters or subject not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Union and the Employer. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Employer shall deal with all matters not expressly covered by this contract through the exercise of its management rights without prior negotiations during the life of this Agreement.

ARTICLE 32. SEVERABILITY

If any provision of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such conflicting provision or application, and such provision or application alone, shall then be open for further negotiations between the parties hereto for the purpose of reconciling the conflicting provision or application with the said law. All other provisions or applications shall continue in full force and effect.

ARTICLE 33. SALARY SCHEDULES

- A. Employee's will advance on scale per contract by seniority only. New employee's will be hired at the start rate.
- B. Paraprofessionals

For the school year 1993-94 - effective July 1, 1993

Starting	7.77 per hour
After 1 year	8.32 per hour
After 2 years	9.13 per hour
After 3 years	9.23 per hour

For the school year 1994-95 - effective July 1, 1994

3.5% increase - to be determined following the previous year final computation*

For the school year 1995-96 - effective July 1, 1995

3.5% increase - to be determined following the previous year final computation*

*On October 1 of each respective year, that year's salary adjustments for paraprofessionals and bus drivers in the listed Michigan Intermediate School Districts will be added together and then divided by the total involved districts to arrive at a yearly average percentage salary adjustment. MOISD paraprofessional and bus driver salaries for that respective year will be adjusted, retroactively for that year, to the average percentage increase for the listed ISDs, which include: Allegan, C.O.P., Charlevoix-Emmet, Clare-

Gladwin, Gratiot-Isabella, Ionia, Mason-Lake, Midland, Montcalm, Muskegon, Newaygo, Traverse Bay Area, and Wexford-Missaukee.

C. Bus Drivers

For the school year 1993-94 - effective July 1, 1993

A.M. route	5951
Noon route	4658
P.M. route	5951
Break/Pre-Trip	<u>1139</u>
	\$17,699**

For the school year 1994-95 - effective July 1, 1994

3.5% increase - to be determined following the previous year final computation*

For the school year 1995-96 - effective July 1, 1995

3.5% increase - to be determined following the previous year final computation*

**Based on 190-day contract, including fall in-service day.

*On October 1 of each respective year, that year's salary adjustments for paraprofessionals and bus drivers in the listed Michigan Intermediate School Districts will be added together and then divided by the total involved districts to arrive at a yearly average percentage salary adjustment. MOISD paraprofessional and bus driver salaries for that respective year will be adjusted, retroactively for that year, to the average percentage increase for the listed ISDs, which include: Allegan, C.O.P., Charlevoix-Emmet, Clare-Gladwin, Gratiot-Isabella, Ionia, Mason-Lake, Midland, Montcalm, Muskegon, Newaygo, Traverse Bay Area, and Wexford-Missaukee.

- D. The District agrees to assume the employees' 5% contribution to the Michigan Public School Employees' Retirement System.
- E. All paraprofessionals and bus drivers in the bargaining unit will be paid according to the adopted salary schedule, with the choice of two pre-selected options. The choice shall be made on the first work day and no change shall be made for the remaining of the school year, per past practice. The options are 21 equal payments or 26 equal pays.
- F. Any over-payment by the Employer in the past is hereby resolved.

ARTICLE 34. LONGEVITY

After ten (10) consecutive years of MOISD employment, \$300 additional per year will be granted the employee.

ARTICLE 35. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1993 and shall continue in full force and effect for three (3) years and shall expire at 12:00 midnight, June 30, 1996.

A good faith effort will be made by both the Union and the MOISD Bargaining

Unit to negotiate a settlement of the up-coming contract by May 1st of the year preceding expiration of the contract.

This Agreement may be extended by written agreement between the parties but shall not be extended orally.

At the request of either party, the parties shall commence negotiations not earlier than ninety (90) days and not later than sixty (60) days prior to the expiration date of this Agreement, for the purpose of negotiating a successor agreement.

ARTICLE 36. HEALTH/SAFETY COMMITTEE

A health/safety committee of employees and the Employer is hereby established. This committee shall consist of two (2) union members and shall meet upon the request of either party during convenient times for the purpose of making recommendations to the Employer. The Employer agrees to comply with all M.O.S.H.A. regulations that may apply to the bargaining unit work or environment.

ARTICLE 37. EDUCATIONAL TRAINING PROGRAMS

An in-house training committee will be established (comprised of representatives from both the bargaining unit members and management) to discuss the concept of paid conference days and to establish an educational training program.

ARTICLE 38. WORK PERFORMED BY SUPERVISORS

Supervisory employees or non-bargaining unit members shall be permitted to perform work within the paraprofessional bargaining unit provided that no bargaining unit position is lost or any regular hours of work are lost as a result of work performed by supervisory employees or non-bargaining unit member.

Supervisory employees or non-bargaining unit members shall likewise be permitted to continue to perform work customarily performed within the bus driver classification. Nothing in this Agreement shall prevent continued utilization of supervisory or non-unit personnel for such purposes, consistent with past use of such personnel, except the bus driver foreman will not be used on "extra trips" as defined by the contract, unless there is no bargaining unit driver available and willing to drive the trip.

ARTICLE 39. TRANSPORTATION SUBCONTRACTING

A. The Employer shall have the right to subcontract bargaining unit work only in the following circumstances:

1. Where the transportation is to programs or activities outside the ISD boundaries and which program or activity involves transportation provided by another entity or mode.
2. Where the ISD does not possess necessary adaptive equipment to meet the transportation needs of a child and the purchase of such equipment would require a capital investment by the Employer which the Employer has determined would not be economical or efficient.
3. Where a student may be transported in a vehicle operated by a

constituent district in its regular transportation program.

4. Where a pupil resides in an isolated area.
5. Where emergency conditions exist. "Emergency" shall be defined as an unforeseen circumstance or combination of circumstances which call for immediate action in a situation which is not expected to recur.
6. Where it is determined that the parent/guardian of a child should provide or arrange for transportation.
7. Where students are transported by a teacher or paraprofessional during the school day in a van as part of a curricular activity.
8. Where the Employer determines to continue its practice of utilizing external methods of transporting students if the Employer has determined that such means or methods of transportation will best serve the needs of a particular student or students or where the Employer has otherwise determined that such means of transportation are more economical or efficient. It is understood that the District shall implement this section in a manner consistent with the scope of past practice existing prior to this Contract.
9. Subcontracting of bargaining unit work will not cause a layoff of bargaining unit members. A "layoff" shall be defined as the total elimination of a bargaining unit position resulting in the affected bargaining unit member not having a transportation assignment with the Employer.
10. Dart and MCAT will not be used to replace bargaining members runs (a.m., noon and p.m.). It is understood that the District shall implement this section in a manner consistent with the scope of past practice existing prior to this Contract.

ARTICLE 40. BUS DRIVER CERTIFICATION

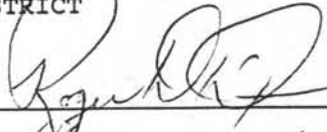
- A. Bus drivers must satisfy all certification and training requirements adopted by the State of Michigan and the Employer. Drivers must be certified and qualified to operate every vehicle in the Employer's fleet, thus enabling the driver to take any run. The Employer shall pay the initial cost of the chauffeur's license and any necessary endorsements required for performance of assigned duties. Provided, that if a driver is separated from employment within twelve (12) months from the issuance or renewal of a license or endorsement, the driver shall have deducted from his/her final check one-half (1/2) of the fee paid by the Employer for such issuance or license renewal.

IN WITNESS WHEREOF, the parties hereto have cause this instrument to be executed on the day and year first written above.

MECOSTA-OSCEOLA INTERMEDIATE SCHOOL
DISTRICT PARAPROFESSIONALS AND BUS
DRIVERS CHAPTER OF LOCAL #1865,
AFFILIATED WITH MICHIGAN COUNCIL #25,
AFSCME, AFL-CIO

Bonnie L. Clark
Cheryl Maxon

MECOSTA-OSCEOLA INTERMEDIATE SCHOOL
DISTRICT

 , Roger D. Dixon, Ed.D.
Superintendent
George T. Pearson
Kevin A. Christ

GRIEVANCE FORM: LEVEL I (ORAL)

This Section To Be Filled In By Immediate Supervisor

Oral Grievance Received By: _____
Director of Special Education/Transportation Supervisor

Time and Date Grievance Was Orally Submitted to You: _____ 19 _____

Time and Date Verbal Answer to Grievance Was Submitted to Union:

_____, 19 _____

Place, In Writing Below, Verbal Answer That Was Submitted to Union:

Written Grievance Received By: _____
Director of Special Education/Transportation Supervisor

Time and Date Written Grievance Was Submitted to You: _____ 19 _____

Place Written Answer Here: _____

Signature: _____ Time and Date: _____ 19 _____

Receipt Acknowledged By: _____
Union Representative

Time and Date: _____ 19 _____

APPENDIX A
AUTHORIZATION FORM

TO: _____

Employer

I hereby request and authorize you to deduct from my earnings, one of the following:

- () An amount established by the Union as monthly dues.
or
- () An amount established by the Union as initiation fees and monthly dues
or
- () An amount equivalent to monthly union dues, which is established as a
service fee.

The amount deducted shall be paid to the Treasurer Council #11

_____.

BY: _____
Print Last Name First Name

_____ Zip Telephone

_____ Classification

_____ Date

Signature

APPENDIX B

MECOSTA-OSCEOLA INTERMEDIATE SCHOOL DISTRICT
PARAPROFESSIONALS
CHAPTER OF LOCAL #1865
AFSCME AFL-CIO

GRIEVANCE FORM - LEVEL I

Grievance No. _____

Name of Grievant _____ Time & Date
of Submission _____

District-Union Collective Bargaining Agreement Involved: _____

Contract Provision(s) Violated: Article _____ Section _____

Time (If Possible) and Date of Alleged Contractual Violation:

Time _____ Date _____

Statement of Issue: _____

Synopsis of Facts Giving Rise to the Alleged Violation: _____

Action or Relief Sought: _____

Aggrieved Employee(s) Signature: _____

This Section To Be Filled In By The Union Representative

Was the Disposition by the Immediate Supervisor (Director of Special Education or Transportation Supervisor)

() Satisfactory

() Unsatisfactory

Position of Union: _____

Signature: _____
Union Representative

Time and Date

Receipt Acknowledged By: _____
Superintendent of Schools or Representative

Time and Date

LEVEL 2

This Section To Be Filled In By Superintendent of Schools

Place Written Answer Here: _____

Signature: _____ Time and Date: _____ 19__
Superintendent or Representative

Receipt Acknowledged By: _____
Union Representative
Time and Date: _____ 19__

This Section To Be Filled In By Union Representative

Was The Disposition By The Superintend of Schools:

- () Satisfactory
- () Unsatisfactory

Position of Union: _____

Signature: _____ Time and Date: _____ 19__
Union Representative

Receipt Acknowledged By: _____
Board of Education Representative

Time and Date: _____ 19__

APPENDIX C

BUS DRIVER AVAILABILITY FORM

TO: Transportation Supervisor

In accordance with the working agreement, I hereby declare my desire to be considered for substitute driving on any Mecosta-Osceola Intermediate School District route for which I am not presently scheduled.

Signed: _____

Date: _____

Telephone Number: _____