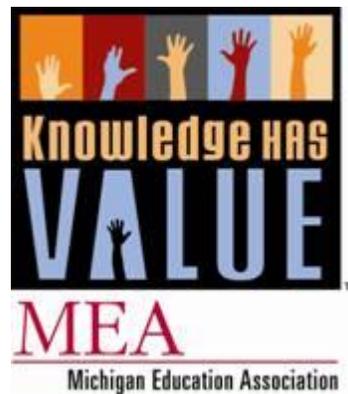


**MASTER AGREEMENT BETWEEN**  
**THE BOARD OF EDUCATION FOR MIO AUSABLE SCHOOLS**  
**AND**  
**THE MIO AUSABLE EDUCATIONAL SUPPORT PROFESSIONAL**  
**MEA/NEA**

**2021-2025**



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## **Agreement**

This Agreement is entered into by and between the Mio AuSable Schools (hereinafter called the "Employer" or "District") and the Mio AuSable ESP, MEA/NEA (hereinafter called the "Union").

## **Purpose**

This Agreement has been negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, and terms and conditions of employment for the members of the bargaining unit herein defined.

## **ARTICLE I - RECOGNITION**

### **A - Unit Description**

The Employer recognizes the Union as the exclusive bargaining representative for the following employees:

All regularly scheduled secretarial/clerical, paraprofessional, food service and transportation personnel.

Excluding all substitutes, kitchen supervisor, maintenance supervisor, transportation supervisor, and all other supervisors, principals, assistant principals, and all other administrators, administrative assistant, business manager, curriculum coordinator, youth services coordinator, and all other coordinators, directors, central office secretary, teachers, coaches, temporary employees, adult and community education employees, and all other employees.

The Employer shall notify the Union President and Treasurer when new bargaining unit members are hired. The employer will provide notification through district email. The union must notify the superintendent, in writing, who is serving in the position of president, treasurer and other relevant positions at the beginning of each school year to receive notifications from the district.

### **B - Definitions**

The term "employee" when used herein shall refer to all employees represented by the Union in the bargaining unit defined above. References to male employees shall also include female employees.

The term "board" shall refer to the board of education of the Mio AuSable schools and, where appropriate, its superintendent and administrative personnel.

## **ARTICLE 2 - EMPLOYER RIGHTS**

### **A - Rights Reserved**

It is agreed that the Employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Union, all the powers, rights, and authority granted by law or which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer. These rights include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel determine the number of personnel, and the scheduling of all personnel.
3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees, and to reduce or increase work hours and to determine work hours and days. Determine fitness for continued employment and require physical or mental examinations of employees, including drug and alcohol testing, by Employer-selected licensed physicians and technicians.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods, and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods.
5. The Employer shall have the right to assign bargaining unit work to non-bargaining unit employees. The Employer may also assign unit work to students, or persons funded through other programs, and seasonal workers, such as summer help but not in lieu of a vacant position.
6. Establish, modify, or change any work, business, shift, or school hours or days.
7. Determine the number and location or relocation of its facilities and workstations and bus routes.
8. Adopt rules and regulations.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
11. Determine assignment of buses and where buses are parked, stored, and housed, both during and outside work hours.
12. Establish, modify, or change any condition except those covered by the specific provisions of this Agreement.

### **B - Limitation on Employer Rights**

The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

## **ARTICLE 3 - UNION RIGHTS**

### **A - Use of Buildings and Equipment**

1. The Union may use school buildings consistent with Board policy at reasonable hours for meetings, provided a written request is submitted by the Union President or designee and advance approval is received from the Superintendent.
2. Upon request of the Union President or designee, and with prior approval of the Superintendent or his designee, the Union may use office equipment, internet or email at reasonable times when not otherwise in use. The Union will comply with Board prescribed rules pertaining to the use of all school equipment. The Union shall pay for the reasonable cost of equipment use, including the cost of all materials and supplies.
3. The Union may use one Employer bulletin board in the school building and the bus garage for Union business affecting employees in the School District.
4. The Employer shall provide designated mailboxes for each employee.

### **B - Union Business**

Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at reasonable hours, provided that such activities do not occur anytime within the work hours of the employees involved, or with prior approval of the Superintendent. Any non-employee representative must check in with the appropriate supervisor or building principal upon arrival. This section shall not preclude the processing of grievances with Employer representatives at mutually agreed upon times.

### **C - Information**

Requests for information needed to process grievances or make proposals in negotiations will be directed by the Union President to the Superintendent.

### **D - Payroll Deductions**

Upon appropriate written authorization from the employee and approval of the Employer, the Employer shall make requested deductions from the employee's salary and make appropriate remittance for annuities, direct deposit, MEA Financial Services programs and deferred income plans allowed through a qualified Section 125 Plan or any other plans or programs jointly approved by the Union and the Employer.

### **E - Union Days**

Each school year, the Union shall be granted two (2) Union days by the District. These days are to be used by any Union member at the discretion of the Union President for Union business. The Union and the Board will work together to schedule days so that substitutes are available. If more than two (2) days are needed by the Union, such days will be granted with the cost of the substitute being reimbursed to the District by the Union.

## **ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **A - Right to Organize**

The Employer hereby agrees that employees shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining with respect to hours, wages, and terms or conditions of employment.

### **B - Performance Responsibilities**

Employees are required to fully and faithfully perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discharge or discipline.

### **C - Discipline**

All employees who have completed the probationary period are subject to disciplinary action, suspension or discharge for just cause by the Employer.

### **D - Response to Discipline**

Any employee who wishes to respond to a written disciplinary action must do so in writing to the supervisor who issued the discipline within five (5) work days. Such response shall be attached to the file copy of the disciplinary material in question.

### **E - Representative**

Upon request, a bargaining unit member may have present a representative of the Union during any investigatory meeting which the employee reasonably believes will result in disciplinary action by the Employer. This section shall not apply to evaluation conferences. If representation is desired, no action will be taken until a Union representative is present unless immediate action is necessary.

### **F - Personnel File**

An employee will have the right to review the contents of his personnel file according to law and to have a representative of the Union accompany him in such review.

### **G - Complaints**

No student, parental, or school personnel complaint originating after initial employment will be the basis for discipline or be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

### **H - Assault**

Any case of assault upon an employee shall be promptly reported to the Employer.

## **I - Student Management/Control**

Employees shall assist with the maintenance and control of students. However, all employees shall observe rules respecting punishment of students as established by the Board or required by state law. Employees may only use such physical force with a student as is necessary to protect themselves or others from attack or physical injury, or to prevent damage to District property in accordance with the law.

## **J - Unsafe Conditions**

Employees shall be required to perform all work responsibilities as directed but shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Any alleged unsafe conditions or tasks shall be immediately reported to the Superintendent.

## **K - Equipment**

Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances.

Employees will be given adequate and appropriate supplies and equipment to perform their assigned tasks.

## **L - Supervision**

In the event an employee is responsible to more than one supervisor, the primary supervisor shall be designated by the Employer at the beginning of each school year in writing to each employee. The employee shall be notified of any subsequent change.

## **M – Uniforms**

If any employee is required to wear a uniform, the Employer will provide the same. Each food service employee will be provided with a laundered apron daily.

## **N - Student Information**

Any employee required to provide services to a student will have access to information about the student which the employee has a need to know as determined by the Employer. Each employee must maintain the confidentiality of information about students pursuant to the Family Educational Rights and Privacy Act, and other laws and regulations.

## **O - Medication**

Employees may be required to dispense or administer medication to students consistent with law and Board policy. The District will provide training and liability coverage for those assigned this task.

## **ARTICLE 5 - GRIEVANCE PROCEDURE**

### **A – Definition**

A grievance shall be an alleged violation of the express terms of this Agreement. An employee alleging a grievance must orally discuss the grievance with his supervisor within three (3) work days (defined as days the Central Office is open) of the occurrence of the condition giving rise to the grievance.

### **B - Filing**

If satisfactory resolution of the grievance is not obtained, the employee must submit a written grievance to his immediate supervisor within seven (7) work days of the occurrence of the condition giving rise to the grievance. Should an employee fail to institute a grievance within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance shall be signed by the grievant and shall specifically state:

Who is affected; what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is requested.

### **C - Level One**

The immediate supervisor shall meet with the grievant and the Union representative not later than ten (10) work days following receipt of the written grievance. The immediate supervisor shall issue his disposition of the grievance in writing within five (5) work days of the meeting.

### **D - Level Two**

If the decision of the immediate supervisor is not considered acceptable or the supervisor has not responded within timelines, the grievant must present the written grievance to the Superintendent of Schools or his designee within five (5) work days of receipt of the decision of the immediate supervisor. The grievant must state the reason(s) why the decision of the immediate supervisor was not considered acceptable. The Superintendent or his designee shall meet with the grievant and a Union representative within fifteen (15) work days from the date of his receipt of the grievance. The Superintendent or his designee shall issue a decision in writing relative to the grievance within seven (7) work days of the meeting.

### **E - Level Three**

If the decision of the Superintendent is not considered acceptable, the Association may submit the written grievance to mediation through the Michigan Employment Relations Commission (MERC) within five (5) work days of receipt of the decision by the Superintendent. The request must state the reason(s) why the decision of the Superintendent was not considered acceptable.

### **F - Level Four**

If the mediation process does not result in the resolution of the grievance, the Association may submit the written grievance to the Secretary of the Board of Education or his designee within five (5) work days of the date of the meeting with the mediator. The Board of Education or a Board committee, as determined by the Board, shall meet with the grievant, the appropriate

administrators, and a Union representative within thirty (30) calendar days from the date of receipt of the grievance. The Board or its designee shall issue a decision in writing relative to the grievance within ten (10) calendar days of the Board meeting where the decision is rendered. The Board's disposition on all grievances shall be final.

### **G - Time Limits**

Time limits will be strictly observed and may be extended only by written mutual agreement. Grievances not timely filed may not be processed. Should an employee or the Union fail to appeal a decision within any time limits specified, all further proceedings on a previously instituted grievance will be barred and will be deemed an acceptance of the decision last issued. Should the Employer fail to respond within the time limits specified, the Union may proceed to the next level of the grievance procedure.

### **H - Employee Consent**

The Union shall have no right to initiate a grievance involving the right of an employee without ~~his~~ **THEIR** express approval in writing thereon.

### **I - Processing**

All preparation, filing, presentation, or consideration of grievances shall be held at times mutually acceptable to all parties.

## **ARTICLE 6 - WORK YEAR, WORK WEEK, WORK DAY**

### **A - Work Week**

The work week shall begin at 12:01 a.m. on Monday and consist of Employer designated work days.

### **B - Work Day and Work Year**

The actual number of hours of work for the year and the schedule of hours for each employee shall be determined by the Employer. Either more or less hours of work may be required by the Employer. All lunch periods, including those for food service personnel and bus drivers, will be unpaid. Employees, except bus drivers, who work more than five (5) hours per day will have a thirty (30) minute unpaid lunch period. However, some employees may have assignments that preclude duty-free lunch periods and these employees may eat lunch during paid work time while on duty. Those employees working less than five (5) hours per day, including food service personnel, shall not have an unpaid lunch period. The duration and scheduling of unpaid lunch periods and the duration, scheduling and location of paid breaks, if any, shall be determined by the Employer. Unpaid lunch and break time, if any, may not be banked and used to reduce the employee's regularly assigned work day. Employees will be allowed a fifteen (15) minute paid break for each four (4) hours worked. Secretaries will have a one (1) hour lunch and no breaks.

### **C - Act of God Days**

1. When school is cancelled due to inclement weather or other acts of God, employees will not be required to report on such days but will be paid. If an employee has started work on a day that the district is not required to make up and school is cancelled, the employee will only receive their regular pay for the day. Employees will be required to work on any make-up days with no additional compensation unless the hours worked on a make-up day exceeds their regular daily schedule.
2. If an employee has started work on a day that the District has to reschedule, the employee will receive the greater of pay for the hours actually worked or a minimum of two (2) hours pay.
3. The determination to cancel, delay, and/or reschedule any day of work shall be the prerogative of the Employer and shall not be grievable.

## **ARTICLE 7 - SENIORITY**

### **A - Definition**

Seniority will be defined as the length of continuous service within the classification. Accumulation of seniority shall begin from the employee's first working day within their classification. In the event more than one employee has the same starting date, positions on the seniority list shall be determined by a drawing in the presence of a Union representative or President.

### **B - Probationary Period**

New employees shall be subject to a probationary period of ninety (90) actual working days of employment. Days missed shall extend the probationary period. Employees shall not have seniority during their probationary period. Upon successful completion of the probationary period, their names shall be placed on the classification seniority list as of the first day of work. The discipline and termination of probationary employees is not subject to the grievance procedure.

### **C - Seniority List**

For purposes of this Agreement, all employees will be placed in one of the following classifications based on their current assignments.

1. Paraprofessional
2. Food Service
3. Secretarial/Clerical
4. Bus Drivers

### **D - Seniority List Postings**

A seniority list of the bargaining unit members shall be prepared, and published, no later than ninety (90) days from the first day of each school year. A seniority list will be maintained by the District. A copy of the seniority list shall be provided to the Union. Within ten (10) school days of posting of the list, bargaining unit members may file written objections. Thereafter, the list shall be final, until the next seniority list is published.

### **E - Employee Incapacitation**

Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Employer may be employed at other work on a job that is operated by the Employer, which employee can do, provided he is qualified and a vacancy or other work is available at no pay reduction.

### **F - Loss of Seniority**

All seniority will be lost by an employee upon termination, resignation, retirement, or transfer to a non-bargaining unit position, or when recall rights terminate.

### **G - Assignment to a Different Bargaining Unit Classification**

Seniority in a classification will be frozen when an employee is assigned to a different bargaining unit classification. If an employee returns to a classification, seniority shall continue to accrue.

### **H - Layoff**

Seniority will be frozen during periods of layoff and will begin to accrue once an employee returns from layoff.

### **I - Leaves**

Seniority will continue to accrue during paid leaves or once Worker's Compensation has been approved per Michigan law. Seniority will be frozen during unpaid leaves and will begin to accrue once the employee returns to work.

## **ARTICLE 8 - LAYOFF AND RECALL**

### **A - Definition**

"Layoff" shall be defined as a reduction in work force as determined exclusively by the Employer.

For purposes of this Article, "classification" shall be defined as those seniority lists set forth in Article 7.

No employee will be assigned to a position (see individual job titles in Appendix A) unless the employee has been assigned to that position on a regular basis in the past.

Whether an employee is qualified, as that term is used in this Article, shall be determined by the Employer and may be determined by the job description.

### **B - Layoff Process**

No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of layoff. In the event of a reduction in work force, the Employer will identify the specific position(s) to be eliminated and shall notify the employee(s) in that position(s).

Employees whose positions have been eliminated due to reduction in work force or who have been affected by the elimination of a position shall be assigned:

- A. To a position in their classification(s) as defined in Appendix A (see individual job titles) for which they are qualified which is held by the least senior employee in that classification.
- B. If the employee is not able to retain an assignment under Section A, the employee laid off from one classification may use seniority which he has accrued in another classification to be assigned by the Employer to a position held by an employee with the least seniority in that classification provided he is determined to be qualified by the Employer.

A new employee shall not be employed by the Employer in a classification while there are laid off employees from that classification who are qualified for a vacant or newly-created position in that classification.

### **C - Reduction in Hours**

In the event of a reduction in the work hours of a position in a classification of more than the equivalence of one (1) hour per day in a given fiscal year, employees with the greater seniority may use same to maintain their normal work schedule by displacing employees with the least on the work schedule. In no case shall a reduction of any employee's work hours take effect until fifteen (15) work days after written notice to the affected employee(s) is given by the Employer. The recall provisions will not apply to reductions in hours.

### **D - Recall Process**

Notices of recall will be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his current mailing address. A recalled employee shall be given ten (10) work days from

receipt of notice, to acknowledge his intent, in writing, to the Board. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the fifteen (15) work day period. Employees recalled to a position with equivalent annual work hours to their prior position for which they are qualified are obligated to take said work. An employee who declines recall to a position of equivalent annual hours to their prior position for which he/she is qualified shall forfeit his/her seniority rights. Employees on layoff shall not accrue seniority during the period of such layoff. Recall rights for seniority employees shall terminate eighteen (18) months after the effective date of layoff.

### **E - Position Change**

The Superintendent shall determine what, if any, experience credit will be granted and the placement on another wage scale in the event an employee is appointed to another position. Such decision shall not be grievable.

## **ARTICLE 9 - VACANCIES, PROMOTIONS & ASSIGNMENTS**

### **A – Vacancy Defined**

A vacancy will be defined as a newly created position or a present position that is going to be filled.

### **B – Vacancy/New Position**

All vacancies/new positions shall be posted in a designated place in each building for the District for a period of seven (7) work days. Copies of postings will be provided to the local Union president or designee at the time of posting. Said posting shall contain the following information:

- |                     |                         |
|---------------------|-------------------------|
| 1. Type of work     | 5. Hours to be worked   |
| 2. Location of work | 6. Classification       |
| 3. Starting date    | 7. Qualifications       |
| 4. Rate of pay      | 8. Immediate supervisor |

### **C –Vacancy Notification**

Interested employees may apply in writing to the Superintendent, or designee, within the seven (7) work day posting period. The Employer shall notify employees who do not have home computers of vacancies occurring during the summer months (June, July, August) by sending notice of same to each employee by U.S. mail. The employee must request this written notice each year and provide a current mailing address. Otherwise, notification will be sent through district email.

Applicants from within the bargaining unit shall be given consideration and be interviewed for vacancies, provided they meet the qualifications for the position. Vacancies will be filled with the applicant that the Employer considers to be the most qualified and the most likely to be successful in the position. The decision of the Board will be final and not subject to the grievance procedure.

### **D – Selection**

The Employer will make known to the union president and interested applicants its decision as to which applicant has been selected to fill a posted position.

### **E – JOB TRAINING SUPPORT**

The Employer shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to the Employer's standards on the new job. If the employee is unable to demonstrate ability to perform the work required, the employee shall be returned to his/her previous assignment without recourse to the grievance procedure if an open position in that classification exists. The employee can also transfer to another open position in the district if the administration determines that they have the skills and ability to qualify them for the position.

## **F –Bus Driver Vacancies and Assignments**

### 1. Vacancies:

All new or existing routes or runs that become vacant or open during the school year will be filled on a temporary basis by the Transportation Supervisor for the remainder of that school year if less than sixty (60) calendar days remain. If more than sixty (60) calendar days remain then the position will be posted and filled.

### 2. Route Bid Meeting:

Each August, at the pre-school meeting called by the Transportation Supervisor, all routes will be placed up for bid and will be filled on the basis of classification seniority and annual evaluations from among the applicants, subject to approval of the Transportation Supervisor.

If the Employer determines that routes need to be substantially changed during the school year, a new bid meeting like the August pre-school meeting will be held.

### 3. Assignment:

The Transportation Supervisor has the final authority to assign or reassign any driver at any time to a route, run, extra trip, or vehicle other than the one selected by the driver or originally assigned by the Supervisor, when the Supervisor deems it is in the best interest of the School District to make such a change. Examples of such required changes may be due to the physical nature of the route, characteristics of the vehicle, composition of the student load, or disability accommodation of the driver.

## **G –Transfer Rights**

Employees shall not be placed on a lower step (salary schedule, wage scale) due to involuntary transfers. Involuntary transfers shall not include changes in assignment due to the implementation of the layoff/recall or disciplinary procedures.

## **H – Involuntary Transfers for Disciplinary Reasons**

The parties agree that involuntary transfers of employees are to be affected only for reasonable and just cause.

## **I – Substitution**

The Employer will determine whether a sub will be needed, who the sub will be, whether from inside or outside the bargaining unit and the number of hours the sub will work. If a bargaining unit member is assigned to substitute in a higher paying classification, the employee will receive the higher rate of pay for hours worked. Rate of pay is determined by duties performed and not the person replaced. For example, if a person subs for the office secretary but is expected to do clerical duties at that time, they would be paid at the clerical rate, not the secretarial rate.

## **J - Position Change**

The Superintendent shall determine what, if any, experience credit will be granted and the placement on another wage scale in the event an employee is appointed to another position. Such decision shall not be grievable.

## **ARTICLE 10 – COMPENSATION**

### **A – Compensation**

The basic compensation of each employee shall be as set forth in Appendix A.

### **B – Overtime and Extra Hours**

Overtime and extra hours involving secretarial positions will be assigned to the employee regularly assigned to the position where the work is being performed.

The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week.
2. Double time will be paid for all hours worked on holidays.
3. Paid leave shall not count toward hours worked.
4. Compensatory time off may be given if mutually agreeable to the Employer and the bargaining unit member.
5. Overtime will be scheduled no later than Thursday of the week in which it is to be implemented except in the case of an emergency.

### **C - Mileage**

An employee required to use his own personal vehicle in the course of his job will be reimbursed at the current IRS rate for mileage.

### **D - Meetings**

Employees may be required to attend meetings outside regular work hours. Employees required to attend such meetings will be compensated at their regular wage rate (regular wage rate for bus drivers is the show-up rate). Required meetings will be so specified, otherwise they will be considered voluntary.

### **E - Call-In Pay**

Employees called into work shall receive a minimum of two (2) hours pay at their regular rate.

### **F - Method of Compensation**

All hourly bargaining unit employee compensation will be paid on a bi-weekly basis over the employees work year. Overtime, extra trips, or other supplemental pay for a given payroll period will be paid in that payroll period. The Employer reserves the right to implement a mandatory electronic payroll procedure as allowed by law.

Salaried employees shall have the option of being paid bi-weekly either during their term of work or over the entire year.

## **G - Work for Outside Groups—Food Service**

Extra employee work time (beyond the employee's regular work time), rotated according to seniority which results from non-employer groups using school facilities will be paid at one and one-half (1½) times the employee's regular pay rate for that work. This shall also apply to extra hours worked by food service employees when internal District groups use school facilities and require food service as approved by the Employer.

## **H - Reimbursement for Medical Examinations**

Any employee who is required by the Employer to take a medical exam will be reimbursed for the actual cost of the exam. The exam must be performed by a doctor of medicine or a doctor of osteopathy selected by the Employer. The Board will pay up to the Board approved doctor rate or employee is responsible to make up any difference for use of personal physician.

## **I –Reimbursement for Finger Printing**

The Employer will be responsible for payment of finger printing fees required as a condition of employment.

## **J -Annual Statements**

Employees will receive a statement each year confirming their assignment, hourly pay rate, longevity pay and paid time off (PTO).

## **K - Reimbursement Requests**

Requests for reimbursement of expenses incurred by employees (for example, for meals, tolls, parking fees, lodging, etc.) must be turned in within ten (10) work days of when incurred.

## **ARTICLE 11 – INSURANCE**

### **A - Insurance**

Most bargaining unit members are not eligible for insurance under this section. However, certain employees who were employed on June 30, 2013 were grandparented into receiving insurance benefits under this section provided they are assigned to a position with 35 hours per week or more. Those employees are Kim Lewis and Robin Welser. These employees are eligible for either Plan A or Plan C for a full twelve months subject to the restrictions below, or fully funded twelve months of Plan B insurance. Furthermore, the district has the option of including future employees in the secretary classification who are scheduled for 35 hours per week or more in this benefit.

#### **PLAN A – includes health insurance**

Health	Choices II with Saver RX, \$20/\$25/\$50 Office Visit \$500/\$1,000 annual in-network deductible and \$1,000/\$2,000 annual out-of-network deductible Adult Immunization Rider
Long Term Disability	66 2/3% \$4,000 maximum 90 calendar days – modified fill Freeze on Offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental	80/80/80:\$1,000 80:\$1,000
Negotiated Life	\$20,000 AD&D
Vision	VSP II Silver

#### **PLAN C – includes health insurance**

Health	ABC Plan 1 with ABC RX \$0 Office Visit \$1,350/\$2,700 annual in-network deductible \$2,700/\$5,400 annual out-of-network deductible Adult Immunization Rider
Long Term Disability	66 2/3% \$4,000 maximum 90 calendar days – modified fill Freeze on Offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years
Delta Dental	80/80/80:\$1,000 80:\$1,000
Negotiated Life	\$20,000 AD&D
Vision	VSP II Silver

Eligible employees not electing health insurance shall receive Plan B of the MESSA PAK which shall include the following benefits:

**PLAN B – For employees not needing health insurance**

Delta Dental	Auto+ 008 (100/90/90:\$1,500) 90:\$1,500
Vision	VSP III Plus Platinum
Negotiated Life	\$25,000 AD&D
Long Term Disability	66 2/3%
	Same as above

**Annuity:** The Employer shall provide eligible employees not selecting PAK A or PAK C benefits \$1,000 to be spent on any 403B program with District-approved vendors. This compensation is conditional on the employee having established a qualified 403B account by June 1 of the year in which the compensation is received.

Insurance hard caps will be adjusted annually to the state maximum allowance on January 1 of each year.

It is understood in the implementation of this article, that both employee and spouse and employee and child will be considered as two party enrollees.

For those employees electing the health savings account plan (HSA - ABC), if the cost for the plan is less than the hard cap, the remaining portion up to the above limit will be placed into the employee's health savings account each month.

Any amounts in excess of the District's contributions will be payroll deducted as a condition of this Agreement. To the extent afforded by the Internal Revenue Service Rules and Regulations, the District's Section 125 plan documents will contain a provision affording for the payment of out of pocket withholdings with pre-tax dollars.

During the term of this Agreement, the Association may request to change the medical plan options to reduce employee out of pocket monthly payroll withholdings subject to the following conditions:

1. The proposed plans must be fully insured (i.e. no self-funding, etc.) and have a standard subscriber rate structure (i.e. no illustrative rates or redistribution of the limits in Section 3 of Public Act 152 of 2011).
2. The plans must meet the standards under the Affordable Care Act.
3. Any such request will be accompanied by the Benefits at a Glance for the new plan(s), the quoted rates and the census used in requesting the rates.
4. If the request meets the conditions set forth above and the quotes do not create a condition where there would be added cost to the district in any fashion (i.e. the change would create added cost by eliminating the MESSA PAK discount; negatively impact rates for those outside of the bargaining unit; add startup costs for any new plan; etc.).
5. The plan(s) will be changed after fulfilling any requirements to terminate the current plan with MESSA.

## **B – AFFORDABLE CARE ACT EXCEPTION**

The district reserves the right (at its option) to offer a health care plan to employees hired after this date who are regularly scheduled to work at least thirty (30) hours per week if by not doing so would result in a penalty under the affordable care act or similar legislation. If the district elects the option to offer a health care plan, the lowest possible cost alternative (i.e. Single subscriber coverage, etc.) Required to avoid the penalty will be implemented by the district. If the option is exercised and an employee's hours change so as to no longer result in a penalty or the statutory number of hours changes (presently 30 hours per week) so as to not result in a penalty for not offering a health care plan, the employee's coverage will be discontinued. This provision will also apply to those hired prior to July 1, 2013 as it relates to affordability calculations. The plan(s) and amounts to be paid will be determined by the district. Determinations under this paragraph are not subject to the grievance procedure.

## **C – OTHER INSURANCE PROVISIONS**

### **1. - Enrollment**

It shall be the responsibility of the eligible employee to properly enroll in programs available and make notification of any change in status in a timely fashion. All benefits are subject to policy, plan, or program terms and conditions.

### **2.- Termination of Benefits**

An employee terminates employment or goes on layoff or an unpaid leave, except under the FMLA, the Employer's contribution toward insurance benefits will cease at the end of the last month worked. In the event of a permanent separation, benefits will be discontinued at the end of the month of the last day worked.

### **3. - Continuation of Coverage**

An employee on unpaid leave or layoff shall have the option of continuing insurance coverage, subject to terms and conditions of the carrier, by making cash payments to the District through COBRA or making arrangements with the insurance carrier for direct payment to them.

### **4. - Double Coverage**

Employees receiving generally comparable health insurance coverage through a spouse, shall not be eligible for Plan A insurance coverage provided by the District. There shall be no double coverage in health insurance.

### **5. – Insurance for Employees on Unpaid Leave**

Employees who are on unpaid leave during a month will be responsible for a pro-rated portion of the District's monthly contribution for their insurance premium based on the number of days on unpaid leave divided by 20 (the average number of work days per month) as well as their own monthly contribution through payroll deduction, except to the extent that the employee is eligible for paid insurance while on FMLA leave. For example, an employee who is on unpaid leave for ten (10) days in a month (which is not FMLA leave) will be responsible for 50% of the District's monthly contribution for his/her insurance premium as well as his/her own monthly contribution. Failure to reimburse the District for this amount will result in termination of insurance benefits.

## **ARTICLE 12 - EVALUATION**

### **A - Evaluation**

Employees will be evaluated yearly. Employees can be expected to be evaluated by their immediate supervisor or designee with input from others on all relevant aspects of their employment including job descriptions. If a supervisor believes an employee is doing unacceptable work, the reason(s) shall be stated in the evaluation, as well as suggestions for improvement. Each formal evaluation shall contain the following statement: "The work performance of this employee is \_\_\_\_\_ satisfactory, \_\_\_\_\_ deficient in some area(s), \_\_\_\_\_ unsatisfactory [check one]."

### **B - Response**

Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. The employee's signature shall not be construed to mean that he necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if he so desires within ten (10) days. All written evaluations are to be placed in the employee's personnel file.

### **C - Termination**

If an employee is not continued in employment, the Employer will advise the employee of the reason(s) therefore in writing.

## **ARTICLE 13 – LEAVES**

### **A – PAID TIME OFF (PTO)**

1. Bargaining unit members will receive hours of paid time off (PTO) equal to two (2) days at the beginning of each school year. PTO may be used for sick or personal reasons. additionally:
  - a) Paraprofessional employees, clerks, food service employees, and transportation employees will earn one (1) day of PTO per month worked (maximum nine (9) days per year);
  - b) Secretarial employees will earn one (1) day of PTO per month worked (maximum ten (10) days per year).
  - c) The term “day” refers to the number of hours regularly scheduled for the employee in a regular work day.Employees will have an accumulative maximum sick leave of one-hundred twenty (120) days. Any employee will only be credited with PTO equivalent to the number of hours worked per day.
2. At the beginning of the contract year, the employee will have the total number of days added to their record. However, if no carryover days are available, additional days cannot be taken unless earned. Example: Nine (9) days per year – employee can only take days equivalent to one earned for each month worked. At the end of the year, unused days from the days earned will be credited to accumulated PTO.
3. A bargaining unit member may not use more than two consecutive school days of PTO for personal/non-medical reasons.
  - a. For an absence of three or more consecutive school days, bargaining unit members are required to provide proof of the medical necessity for the absence.
  - b. Medical necessity includes personal illness or accidental injury, including the period of personal disability and incapacitation due to pregnancy, childbirth, and recovery or complications therefrom as well as care for an immediate family member or member of the teacher’s household.

For purpose of this article, immediate family shall be defined as:

    1. Husband, wife, children, any member (including foster children) of the same home, grandchildren,
    2. Father, spouse’s father, mother, spouse’s mother, step-mother, step-father, foster parents, grandparents, and spouse’s grandparents.
    3. Sisters, brothers, step-sisters, step-brothers, aunt, uncle, nephew niece, brother-in-law and sister-in-law.
  - c. A bargaining unit member wishing to be absent more than two consecutive school days for personal reasons may use two days of PTO and must apply for unpaid leave for the remainder of the absence.
4. A bargaining unit member may not use PTO for any reason the day before or after Christmas break, the day before or after spring break, the day before or after Thanksgiving break or the day before or after President’s Day weekend except in emergency situations which preclude the above mentioned. when such an emergency occurs the emergency shall be stated. Prearranged appointments are excluded as

emergencies. A bargaining unit member who finds it necessary to be absent on one of these days may request unpaid leave as described below.

5. Upon retirement in accordance with the requirements of the Michigan Public School Employees Retirement System, or death; If an employee has ten (10) or more years of employment in the Mio AuSable Schools, the employee will be compensated for accrued PTO based on the following:
  - For bargaining unit members employed on June 30, 2013: the employee will be paid one-half of unused accumulated PTO up to one-hundred twenty (120) days as their current per diem rate of pay.
  - For bargaining unit members first employed after June 30, 2013: the employee will be compensated \$5/hr of accrued PTO.

Payment under this provision will not be made unless:

- a. The employee provides a letter of resignation indicating the employee will be retiring under the provisions of the Michigan Public School Employee's Retirement System.
- b. Within ninety (90) calendar days of the employee's last day of work, the district receives notification of the employee's retirement through ORS, or the employee provides a copy of a document showing receipt of the employee's first retirement check to the Business Office. The last day of work for any eligible employee who is on an unpaid leave of absence or is laid off and is eligible for recall, will be thirty (30) days from the submission of the employee's letter of resignation referenced in section a above.

## **B – Worker's Compensation**

Worker's Compensation will be the exclusive remedy for any work-related injury or disability, provided Worker's Compensation is applicable. All injuries which occur while on duty are to be reported per Michigan law. An employee on Worker's Compensation will continue to accrue seniority.

## **C – Personal Illness or Disability**

The employee may use all or any portion of his/her PTO to recover from his/her own illness or disability, which shall include all disabilities caused or contributed to by pregnancy.

## **D – Illness in the Immediate Family**

The employee may utilize days for the illness of a member of his/her immediate family.

## **E – Notification**

The employee must notify the district prior to the first day of his absence if possible.

## **G – UNPAID Leave**

1. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may, at the discretion of the Superintendent and upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one year. There will be no extensions of any unpaid leaves beyond one year.
2. Bargaining unit members who are ineligible to use PTO may apply in advance to the superintendent for unpaid leave. In evaluating this request, the superintendent may consider:
  - a. Availability of substitutes for that position.
  - b. Frequency of unpaid leave requests
  - c. Uses of previous paid leave
  - d. Other factors considered relevant by the superintendent.
3. Decisions on whether or not to grant unpaid leave must be consistent with the family medical leave act.
4. Decisions as to whether or not a request for unpaid leave is to be granted shall not be grievable.

## **H – Other Paid Leaves Not Charged to Sick Leave**

1. Judicial Leave  
Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation for such time. Any money received (excluding mileage and expenses) for jury duty or other legal obligations during work time must be returned (paid) to the school. However, this shall not apply to any type of hearing involving a claim brought by the employee or Union against the District where the employee is testifying against the District.
2. Bereavement
  - A. Each year two (2) days bereavement leave shall be granted for attending funerals other than those for immediate family members.
  - B. A maximum of two (2) days paid leave per death in immediate family (as defined above).
  - C. Additional days, as needed, shall be charged against the bargaining unit member's accumulated PTO.
4. School Business  
A leave of absence with pay, not charged against the employee's PTO, may be granted for professional development activities, attending conferences, conventions, workshops, and seminars when such attendance is approved by the administration.

## **I – Leave of Absence Without Pay or Fringe Benefits**

Leave of absence without pay or benefits for up to one (1) year in duration may, with approval of the Board of Education, be granted to employees upon written request. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of the leave.

### 1. Return from Leave

Unless the employee would be otherwise scheduled for layoff as a result of the procedures in Article 8, an employee returning from a leave of absence shall be reinstated to the same position he/she had when the leave began, a position of comparable pay and hours or another position that is mutually acceptable to employee and Employer. At least five (5) working days

prior to the date a leave is scheduled to expire, the employee shall notify the Employer of his/her intent to return to work.

2. There will be no extension of any unpaid leaves beyond one (1) year.

3. Unpaid Leaves Available

a. Illness of the employee, spouse, child or a child for which the employee has custodial care.

b. Parental/Child Care

An unpaid leave of absence shall be granted to any employee for the purpose of child care. The leave shall be for a period not to exceed one (1) year. Parental child care requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child when applicable. The Board may require a doctor's slip authorizing the return to work. The employee shall receive negotiated health benefits provided for under this Agreement for the period of the leave provided that the employee pays all premiums excluding FMLA during such period.

4. Family Medical Leave Act (FMLA)

Family and Medical Leave will be in accordance with the Family Medical Leave Act of 1993. The employer will utilize FMLA leave concurrently with an employee selected paid leave. Employees do not have the right to exhaust accrued PTO prior to accessing FMLA but rather, FMLA leave must begin with a qualifying leave whether or not PTO is utilized. FMLA leave will run for up to twelve (12) weeks/sixty (60) days.

5. Military Leave

An unpaid military leave of absence shall be granted upon application for up to five (5) years cumulative for any employee who is inducted or is otherwise required to report for military duty in any branch of the Armed Forces of the United States.

#### J – Absent Without Leave

An employee who is absent from work but is not eligible for paid or unpaid leave under this article shall be considered absent without leave. The board and the association mutually agree that an employee being absent without leave is unacceptable and just cause for disciplinary action.

## **ARTICLE 14 - NO STRIKE**

The Union and each individual employee agree that they will not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Employer by any employee or group of employees.

## **ARTICLE 15 - NEGOTIATIONS PROCEDURE**

### **A – Commencement**

Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the Contract term.

### **B - Teams**

Neither party in any negotiations shall have any control over the selection of the negotiation or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

### **C - Agreement**

There will be two signed copies of any final Agreement. One copy shall be retained by the Employer and one by the Union. The Association may run copies on the district copy machines without cost to the Association. An electronic copy of the Agreement will be made available to Mio AuSable employees on the District's web site.

### **D - Discussion of Contract Issues**

By mutual agreement, representatives of the Employer and Union may meet to discuss contract issues which may arise.

### **E - Policy Notification**

Employees affected by a new or revised policy will be notified.

## **ARTICLE 16 - EXTENT OF AGREEMENT**

### **A - Complete Agreement**

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

### **B - Severability**

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect.

### **C - Practices**

This Agreement will supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the Employer which are not contrary to the provisions of this Agreement shall remain in full force and effect.

## **ARTICLE 17 - BUS DRIVER PROVISIONS**

### **A - Distribution of Extra Bus Trips**

1. Extra bus trips are defined as those bus trips not normally scheduled on a daily basis, e.g., field trips, sports activities, etc.
2. All drivers interested in taking extra bus trips shall sign up on an extra bus trip list in order of seniority at the August bid meeting (or if hired during the year at the time of hire). The extra bus trip list will be reviewed with drivers every three (3) months, in November, January and March, for those who wish to be added to or deleted from the list. All drivers on the extra trip list are expected to take extra trips during that time period (including summer extra trips). Exceptions may be granted only by the Transportation Supervisor for extenuating circumstances, however, any trip assignment excused by the Supervisor will be charged as a trip taken for the excused driver. A driver who needs to request to be excused from an extra trip assignment must let the Transportation Supervisor know immediately following the posting of the extra trip assignment. That trip will then be reassigned in order of rotation on the extra trip list.
3. On the designated day near the end of each month, a list of bus trips and start times which are scheduled will be posted for the next month in the bus garage. The Transportation Supervisor shall meet each month with the drivers and assign such extra trips to the driver next on the list in continuous rotation through the list. If additional extra bus trips are posted during the next month, the Transportation Supervisor shall continue to post the trips and start times in the bus garage, with such trips assigned in order of rotation on the trip list. When extra trips are scheduled for and accepted by a bus driver, the Transportation Supervisor may obtain a substitute driver for any regularly scheduled runs which the driver may miss because of time conflicts.
4. Notwithstanding the foregoing, the Employer reserves the right not to assign an extra bus trip to a driver who would become eligible for overtime pay. If a driver is denied an extra trip for this reason, the driver will still be eligible for the next trip which would not require overtime.
5. In the event that all of the bus drivers on the extra trip list refuse the extra bus trip(s), the Employer may obtain a substitute driver for the trip. If a substitute driver is not available, the lowest classification seniority bus driver(s) on the extra trip list will be assigned to take the extra bus trip(s).
6. When there are not enough bus drivers on the bus trip list to meet the needs of the Employer, the Employer may use substitute drivers. The Employer may require the lowest classification seniority driver(s), whether on the extra trip list or not, to take the next bus trip(s) if no substitute driver is available.
7. In the event that a driver is scheduled for an extra trip and that trip is canceled within 5 calendar days of the trip and another trip is not scheduled on the same day to replace the first, the transportation supervisor will determine the number of hours that the driver likely would have earned on the trip. The driver will then be given 50% of the wage that would have been earned on the cancelled trip.

## **B - Breakdown Time**

When a bus driver must wait on his run because of a bus breakdown, being stuck, or a similar reason, he will be paid at the show-up hourly pay rate per hour in addition to his amount for the regular run for the time required beyond that for which he is already compensated. Any down time while at work due to a weather delay will be paid at the show-up hourly pay rate.

## **C - Driving Requirements**

Bus drivers must pass all required exams and be fully licensed to meet all school bus driver requirements. The Employer will reimburse drivers for all required exams after they have been hired. Drivers will be reimbursed the full cost upon evidence of renewal of the 4-year CDL (commercial driver's license).

## **D – Physicals, Drug and Alcohol Testing**

All bus drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including drug and alcohol testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 (the "Act"), and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Act.

The District will provide upon request a copy of its policies and administrative procedures relating to the Act. The District will also in-service drivers annually on drug and alcohol testing.

Drivers undergoing testing as required by the Act will be paid the show-up pay rate per hour for actual time of testing and travel to and from the testing site provided they are not otherwise scheduled to work for the District during the testing time.

If drug testing occurs during the time the driver is scheduled to perform other work for the District, the driver will not receive the show-up pay per hour rate and will receive only the rate of pay for the other employment with the District. If a driver is detained at the test site and as a result misses his/her normal run or assigned field trip, the District will compensate the driver his/her regular or field trip rate of pay, but the driver will not receive the show-up per hour compensation during the testing time.

If a driver tests positive, refuses to submit to testing or fails to report for testing, it will constitute just cause for discharge and such decisions are not subject to review through the Grievance Procedure.

## **E - Bus Routes**

No changes of stops or in direction of routing shall be made by anyone other than the Transportation Supervisor once the route has been established. A driver may request a change in routing, in writing, to the Transportation Supervisor, who is to reply to said request within five (5) working days of receipt of such a request. The request is to state the old route, the new route requested, and reasons for the change. When students move out of or into the District, stops will be added or dropped to accommodate these students, and the Transportation Supervisor is to be notified in advance, in writing, of such proposed change of stops and the reason for such change.

## **F - Vehicle Maintenance**

Each driver is responsible for maintaining the vehicle to which he is assigned in a clean and orderly condition (i.e., sweeping, washing, etc.). Pre-trip and post-trip inspections and/or cleaning of the assigned bus are expected of each driver prior to and following regular runs or extra trips. Drivers will be paid thirty (30) minutes per run, fifteen (15) minutes for pre-trip and fifteen (15) minutes for post-trip, for run/trip inspections. Any problem with a bus must be reported in writing to the Transportation Supervisor immediately. The Supervisor shall determine the inspection and/or cleaning requirements.

## **G - Route Description**

It shall be the responsibility of every driver to submit to the Transportation Supervisor an accurate written description consistent with the Transportation Supervisor's instructions describing the specific route(s) their respective bus/buses covers within two (2) weeks after the start of the school year. The driver will be required to update this list as changes are made, and submit an up to date list no less than once a month for the remainder of the school year. This list shall be given to the Transportation Supervisor. Descriptions must indicate the approximate location and time of pick-ups and/or drop offs. Included in the description must be the names, addresses, and phone numbers of every student that is transported who has returned his permission slip.

## **H - Transporting by Other Than Bus**

Nothing shall preclude the transportation of students by individuals other than bus drivers in private vehicles or a school van when determined appropriate by the Employer.

## **ARTICLE 18 – MISCELLANEOUS**

### **A – Absence**

Any employee who is unable to report for work must notify the appropriate supervisor as soon as possible so that a substitute can be obtained or other arrangements can be made.

### **B – Resignation**

Any employee who resigns from employment shall give at least two (2) weeks written notice to the employee's supervisor.

### **C – Americans with Disabilities Act**

Nothing in this Agreement shall prevent the Employer from complying with the requirements of the Americans with Disabilities Act, including making reasonable accommodations for employees with disabilities. In making reasonable accommodations for employees with qualifying disabilities, such accommodations shall not only be reasonable, but shall not create an undue burden (financially, operationally, shifting of work to other employees, reducing expected work accomplishments to an unacceptable/unproductive level, etc.) for the Employer.

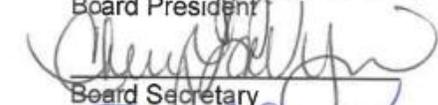
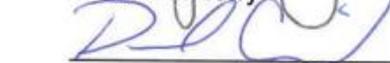
### **D- Job Descriptions**

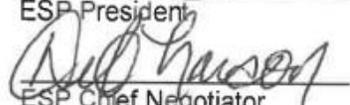
The District will maintain job descriptions for each classification. Requests for a review of job description by the Union or an employee will be directed to the Superintendent in writing. Job descriptions will be available on the District's web site.

## ARTICLE 19-DURATION OF AGREEMENT

This Agreement shall be effective upon the later of ratification by the parties or July 1, 2021 and shall continue in effect until the 30<sup>th</sup> day of June, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives.

FOR THE EMPLOYER  
  
Board President  
  
Board Secretary  
  
Superintendent  
June 14, 2021  
Ratification Date

FOR THE UNION  
  
ESP President  
  
ESP Chief Negotiator  
\_\_\_\_\_  
June 8, 2021  
Ratification Date

# APPENDIX A – WAGES

## 1. Wage Schedules

This schedule sets forth wage rates for all employees according to the following departments and classifications.

<b>2021-2022</b>		Paraprofessional 1	Paraprofessional 2	Head Cook	Cook	Kitchen Helper	FS Assistant	Secretary	Clerical	Driver
Probationary	Initial/Sub	13.00	14.50	15.00	13.00	12.00	13.00	16.00	12.00	22.50
	90 days	13.50	15.00	15.50	13.50	12.50	13.50	16.50	12.50	22.75
	<b>180 days</b>	<b>14.00</b>	<b>15.50</b>	<b>16.00</b>	<b>14.00</b>	<b>13.00</b>	<b>14.00</b>	<b>17.00</b>	<b>13.00</b>	<b>23.00</b>
Longevity	10 years	14.50	16.00	16.50	14.50	13.50	14.50	17.50	13.50	23.50
	15 years	14.75	16.25	16.75	14.75	13.75	14.75	17.75	13.75	23.75
	20 years	15.00	16.50	17.00	15.00	14.00	15.00	18.00	14.00	24.00

Additionally, bargaining unit members will receive a \$500 off-schedule COVID adaptation bonus to be paid on a non-pay week in the month of November.

		Paraprofessional 1	Paraprofessional 2	Head Cook	Cook	Kitchen Helper	FS Assistant	Secretary	Clerical	Driver
<b>2022-2023</b> \$0.25 increase										
Probationary	Initial/Sub	13.25	14.75	15.25	13.25	12.25	13.25	16.25	12.25	22.75
	90 days	13.75	15.25	15.75	13.75	12.75	13.75	16.75	12.75	23.00
	<b>180 days</b>	<b>14.25</b>	<b>15.75</b>	<b>16.25</b>	<b>14.25</b>	<b>13.25</b>	<b>14.25</b>	<b>17.25</b>	<b>13.25</b>	<b>23.25</b>
Longevity	10 years	14.75	16.25	16.75	14.75	13.75	14.75	17.75	13.75	23.75
	15 years	15.00	16.50	17.00	15.00	14.00	15.00	18.00	14.00	24.00
	20 years	15.25	16.75	17.25	15.25	14.25	15.25	18.25	14.25	24.25

Additionally, bargaining unit members will receive a \$500 off-schedule COVID adaptation bonus to be paid on a non-pay week in the month of November.

		Paraprofessional 1	Paraprofessional 2	Head Cook	Cook	Kitchen Helper	FS Assistant	Secretary	Clerical	Driver
<b>2023-2024</b> \$0.25 increase										
Probationary	Initial/Sub	13.50	15.00	15.50	13.50	12.50	13.50	16.50	12.50	23.00
	90 days	14.00	15.50	16.00	14.00	13.00	14.00	17.00	13.00	23.25
	<b>180 days</b>	<b>14.50</b>	<b>16.00</b>	<b>16.50</b>	<b>14.50</b>	<b>13.50</b>	<b>14.50</b>	<b>17.50</b>	<b>13.50</b>	<b>23.50</b>
Longevity	10 years	15.00	16.50	17.00	15.00	14.00	15.00	18.00	14.00	24.00
	15 years	15.25	16.75	17.25	15.25	14.25	15.25	18.25	14.25	24.25
	20 years	15.50	17.00	17.50	15.50	14.50	15.50	18.50	14.50	24.50

Additionally, bargaining unit members will receive a \$500 off-schedule COVID adaptation bonus to be paid on a non-pay week in the month of November.

<b>2024-2025 \$0.25 increase</b>		Paraprofessional 1	Paraprofessional 2	Head Cook	Cook	Kitchen Helper	FS Assistant	Secretary	Clerical	Driver
Probationary	Initial/Sub	13.75	15.25	15.75	13.75	12.75	13.75	16.75	12.75	23.25
	90 days	14.25	15.75	16.25	14.25	13.25	14.25	17.25	13.25	23.50
	<b>180 days</b>	<b>14.75</b>	<b>16.25</b>	<b>16.75</b>	<b>14.75</b>	<b>13.75</b>	<b>14.75</b>	<b>17.75</b>	<b>13.75</b>	<b>23.75</b>
Longevity	10 years	15.25	16.75	17.25	15.25	14.25	15.25	18.25	14.25	24.25
	15 years	15.50	17.00	17.50	15.50	14.50	15.50	18.50	14.50	24.50
	20 years	15.75	17.25	17.75	15.75	14.75	15.75	18.75	14.75	24.75

## 2. Paraprofessionals

Paraprofessional 1 – includes instructional and non-instructional (security, playground, parking lot, cafeteria, title i/at-risk, special education)

Paraprofessional 2 – technical/instructional (computer, media center, support in specialized classes such as advanced math), attendance officer and other positions as determined by the superintendent.

## 3. Transportation

- a) Daily route includes 15 minutes for pre-trip and 15 minutes for post-trip bus inspections for a.m. and 15 minutes for pre-trip and 15 minutes for post-trip inspections of bus p.m. runs.
- b) Daily hours for MPSERS reporting purposes will be determined and/or validated by Transportation Supervisor.
- c) Extra Trips: Per hour driving time and non-driving/down time: limited to 16 hours per day, exclusive of meal times \$11.75 logged time subject to Supervisor approval. Bus driver must stay at destination site with bus. If a second driver is assigned on a bus, the sitting time is \$11.75
  - i. Bus drivers taking extra trips, who miss either or both the a.m. or p.m. regular run, will receive their regular run pay plus the extra trip pay.
  - ii. The extra trip includes 15 minutes for pre-trip and 15 minutes for post-trip bus inspections at the \$11.25 rate.

- iii. Meals: Limited to one (1) for each four (4) hours, not to exceed three (3) in twenty-four (24) hours -- reimbursement for actual expense up to \$10.00 per dinner; \$7.85 per lunch or breakfast.
- d) Bus Wash: With Supervisor's prior approval: Inside = \$10.00 Outside = \$10.00
- e) Show-up Pay: \$10.00/hr. The show-up hourly pay rate is paid for garage work, training/schooling, testing, and new drivers learning routes.
- f) Discipline Conference - Student:
  - i. If more than ½ hour with Supervisor approval; \$10.00/hr.
  - ii. If between 15-30 minutes, with Supervisor approval: \$5.85/session.

**4. Longevity**

- a) Longevity increases are reflected in the table of wages above.
- b) The longevity payment will begin with the employee's first pay of the new school year after the employee's anniversary date.
- c) Years of service for purposes of longevity pay shall be the consecutive years of service within the bargaining unit from the employees last date of hire. Periods of unpaid leaves of absence and layoff shall not constitute a disruption in the continuous years of service or count toward longevity.

**5. Secretarial**

Secretaries will be paid an annual salary according to the table below. Salary may be taken over their work year or over 26 pays. The secretary year is 200 8-hour days. Work outside of this year is compensated at the hourly rate in the table above.

	2021-2022*	2022-2023*	2023-2024*	2024-2025
Step 1	\$26,400	\$26,800	\$27,200	\$27,600
Step 2	\$27,200	\$27,600	\$28,000	\$28,400
Step 11	\$28,000	\$28,400	\$28,800	\$29,200
Step 16	\$28,400	\$28,800	\$29,200	\$29,600
Step 21	\$28,800	\$29,200	\$29,600	\$30,000

\*During the 2021-22, 2022-23 and 2023-24 school years, secretaries will receive a \$500 off schedule covid adaptation bonus during a non-pay week in the month of November.

**APPENDIX B - GRIEVANCE REPORT FORM - ESP UNIT**

Grievance # \_\_\_\_\_

Mio AuSable Schools

Distribution of Form

- 1. Superintendent
- 2. Supervisor
- 3. Union

Submit to Supervisor in Duplicate 4. Grievant \_\_\_\_\_

Date Received by Supervisor:

**LEVEL I**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. (If additional space is needed, attach an additional sheet).

1. Article/Section Violated: \_\_\_\_\_

2. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

C. Disposition of Supervisor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Grievant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Position of Union: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL II**

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Union: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL III**

A. Date submitted to MERC for mediation: \_\_\_\_\_

B. Date of meeting with mediator: \_\_\_\_\_

C. Position of grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Union: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**LEVEL IV**

A. Date Received by Board of Education: \_\_\_\_\_

B. Disposition of Board of Education: \_\_\_\_\_

\_\_\_\_\_  
Signature of Board Representative Date