

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

2025-2028



Table of Contents

Agreement	1
Purpose	1
ARTICLE I - RECOGNITION	1
ARTICLE 2 - EMPLOYER RIGHTS	2
ARTICLE 3 - UNION RIGHTS.....	3
ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES.....	4
ARTICLE 5 - GRIEVANCE PROCEDURE	6
ARTICLE 6 - WORK YEAR, WORK WEEK, WORK DAY	8
ARTICLE 7 - SENIORITY.....	9
ARTICLE 8 - LAYOFF AND RECALL	10
ARTICLE 9 - VACANCIES, PROMOTIONS & ASSIGNMENTS	11
ARTICLE 10 – COMPENSATION.....	13
ARTICLE 11 – INSURANCE	15
ARTICLE 12 - EVALUATION.....	18
ARTICLE 13 – LEAVES.....	19
ARTICLE 14 - NO STRIKE	23
ARTICLE 15 - NEGOTIATIONS PROCEDURE.....	24
ARTICLE 16 - EXTENT OF AGREEMENT.....	24
ARTICLE 17 - BUS DRIVER PROVISIONS.....	25
ARTICLE 18 – MISCELLANEOUS.....	27
ARTICLE 19-DURATION OF AGREEMENT	29
APPENDIX A – WAGES	30
APPENDIX B - GRIEVANCE REPORT FORM - ESP UNIT	33

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.

C – Subcontracting

The Employer may sub-contract work within any department when purchased services are not exclusively performed by the bargaining unit, so long as it does not cause the layoff of bargaining unit employees.

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 health and safety, 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. To enter into intergovernmental agreements to collaborate, consolidate, or jointly perform functions or services, and the impact of these decisions on district employees.
5. The Employer shall have the right to assign bargaining unit work to non-bargaining unit employees per Article 1, Section C. 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 for local union business 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 and do not interrupt student programming, 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

1. Requests for information needed to process grievances or make proposals in negotiations will be directed by the Union President to the Superintendent.
2. Prior to September 1 and every ninety (90) days thereafter, the District shall provide to the Association President and/or Vice President a complete listing of all bargaining unit staff that includes the following:
 - a. First, middle, and last name.
 - b. Start date of employment in current bargaining unit.
 - c. Building(s) assigned.
 - d. Name of position(s) assigned with classification(s).
 - e. Hourly pay rate, hours per day, days per year.
 - f. Employee identification number (if applicable).
 - g. Work email address and personal email address.
 - h. Home mailing address.
 - i. Home and cell phone number.
3. The District shall provide to the Association new employees' employment and contact information within thirty (30) days of hire.

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.

In the event of a verified overpayment of wages or benefits under the terms of this Agreement, the bargaining unit member will make prompt repayment to the District as long as written notice of the deduction is provided at least one (1) pay period prior to repayment. In the event the bargaining unit member fails to make the repayment, the District may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.477.

E – Union Dues Deduction

1. The Board of Education agrees to deduct union dues from the wages of employees in the following manner:
 - a. Association dues will be collected from all paychecks of all employees who authorize such a collection in writing.
 - b. Association dues will be collected at regularly scheduled intervals (biweekly) beginning on the first pay week in September and continuing to the last pay week in June.
 - c. The Association will provide an updated list of all union members at the beginning of each month to facilitate the collection of union dues.
2. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 3, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

F - Union Days

Each school year, the Union shall be granted two (2) Union days by the District. In school years when the collective bargaining agreement expires, the Union shall be granted five (5) 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 the allotted 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 and shall be limited to five (5) pages of 8 ½ "x 11" paper.

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

With reasonable notice, an employee will have the right to review the contents of his personnel file during work hours according to law and to have a representative of the Union accompany him in such review. If a review during normal office hours would require an employee to take time off from work, then the District shall provide some other reasonable time for the review. The District may allow the review to take place at another time or location that would be more convenient to the employee.

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, including technology.

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 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

1. 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.
 - a. School year employees shall work all student instructional days and professional development days as determined by the Employer.
 - b. Extended school year employees, such as secretaries, shall work the same days as school year employees and additional days before and after the school year, as determined by the Employer.
2. 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.
3. 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. When school is delayed due to inclement weather or other acts of God, food service employees will be required to work their regular hours, unless expressly excused by the Superintendent or designee. Other employees will not be required to report during the delay, but will be paid.
3. 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.
4. 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 sixty (60) 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. Retired employees who return to work for Mio AuSable Schools shall reset their seniority and be placed at the bottom of the list.

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:

1. 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.
2. 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 for disciplinary reasons 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, unless choosing to be paid over the calendar year in twenty-six (26) pays. 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.

Hourly bargaining unit employees choosing to be paid over the calendar year will be paid their base hourly wage over twenty-six (26) pays. Once the choice of the 26 pay period is made, employees may not switch to 20 pays during that school year. Overtime, extra trips, or other supplemental pay will be paid in a given payroll period in addition to the base wages. Additionally, unpaid leave time and other required deductions will be made during the pay period in which they occur. Time sheets are required.

Retired employees who return to work for Mio AuSable Schools shall receive the hourly compensation equal to their years of service, i.e. an employee who retires with 10 years of service will return at the Year 10 hourly rate.

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 grandpersoned into receiving insurance benefits under this Section provided they are assigned to a position with 35 hours per week or more. 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 who are scheduled for 35 hours per week or more in this benefit.

PLAN A – includes health insurance

Health	Choices II with Saver RX until 12/31/2025, then replaced with comparable Rx Plan (5 Tier Rx), \$20/\$25/\$50 In-network Office Visits \$500/\$1,000 annual in-network deductible Annual out-of-network deductible as determined annually by MESSA 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 until 12/31/2025, then replaced with comparable Rx Plan (5 Tier Rx) \$0 Office Visit Annual in-network deductible as determined annually by MESSA Annual out-of-network deductible as determined annually by MESSA 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:\$1000 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	(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% \$4,000 maximum 90 calendar days – modified fill Freeze on Offsets Alcoholism/drug addiction 2 years Mental/nervous 2 years

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, if the employees have other medical insurance meeting the Affordable Care Act minimum requirements. 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 PTO balance of one-hundred twenty (120) days. Any employee will only be credited with PTO equivalent to the number of hours worked per day.

Earned Sick Time Act (ESTA) leave will be provided consistent with State law. ESTA leave shall be concurrent with other paid leaves and shall not roll over after the school year.

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 (2) consecutive school days of PTO for personal/non-medical reasons.
 - a. For an absence of three (3) 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 employee’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 (2) consecutive school days for personal reasons may use two (2) days of PTO and must apply for unpaid leave for the remainder of the absence.
- d. A bargaining unit member who has accumulated at least fifteen (15) PTO days as of the beginning of the school year, may use PTO time for unpaid days during the winter and spring school breaks.

4. Paid Time Off (PTO) Use Before or After School Breaks

A bargaining unit member may not use PTO for any reason on the scheduled workday immediately before or after official school breaks, except as outlined below. Official school breaks are defined as the day before or after Thanksgiving Break, Christmas/Winter Break, President's Day Weekend, and Spring Break.

Exception for Limited PTO Use:

Each school year, up to two (2) bargaining unit members per break may be approved to use one (1) PTO day on a workday immediately preceding or following one of the official school breaks listed above. This exception is subject to the following conditions: Written Request Deadline: Interested bargaining unit members must submit a written request to the Superintendent by September 15 of each school year. Requests must specify the desired date and break period.

- a. Annual Limit: A bargaining unit member may utilize this PTO exception only once per school year, regardless of how many break periods occur.
- b. Selection Process: If more than two eligible requests are received for a given break, a fair and transparent lottery system shall be used to determine which two (2) individuals are granted the exception for that break.
- c. Rotational Fairness: Bargaining unit members who are granted PTO under this provision shall be placed at the bottom of the eligibility list for the following year, ensuring equitable access over time.
- d. Emergency Situations: In the event of an emergency that precludes a bargaining unit member from working on a restricted day, the member must state the nature of the emergency. Prearranged appointments (e.g., vacations, routine medical visits) do not qualify as emergencies.
- e. Unpaid Leave Option: A bargaining unit member who is not approved for PTO but still finds it necessary to be absent on one of the restricted days may request unpaid leave in accordance with the provisions outlined elsewhere in this Article.

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 at 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.
6. Employees that have exhausted their PTO days due to an extraordinary event (severe catastrophic illness, car accident, cancer treatments, etc.) as determined by the Superintendent, may have additional days donated to them from another employee's accumulated PTO. Employees are limited to donating a maximum of two (2) PTO days per year. The donations may only be made by employees covered in this bargaining agreement.

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. FMLA leave runs concurrent with Worker's Compensation Leave.

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.

F – 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 (1) 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.

G – 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.

3. 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.

H – 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 for eligible bargaining unit members 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. It is calculated on a calendar year basis except military caregiving leave which is rolling forward by law.

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.

I – 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). Drivers who did not sign up for the extra trip list in August can have their name added to the list in January, no later than the 1st student attendance day in the second semester. 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 posted list of upcoming bus trips and start times for the following month will be made available. The Transportation Supervisor shall meet with the trip drivers each month to assign extra trips in continuous rotation. If additional extra bus trips are posted during the month, the Supervisor will continue to update the list with the new trips and start times. These additional trips will be assigned in order to maintain the rotation for the existing trip list. When extra trips are scheduled and accepted by a driver, the Supervisor may arrange for a substitute driver for any regularly scheduled trip that the original driver may miss due to time conflicts. Trip lists can also be made available upon request.
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 five (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

The Transportation Supervisor shall provide each driver with a tentative route sheet of last year's route with new student rider information and known deletions at the beginning of each school year, including student names, addresses, phone numbers, and pick up and drop off stops. 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

1. 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.

2. 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.

3. Drivers will report to the Transportation Supervisor when substitute buses are not road ready.

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 tentative route sheet(s) describing any revisions to the specific route(s) their respective bus/buses covers within two (2) weeks after the start of the school year. The driver will submit updates to this list as changes are made to the Transportation Supervisor, and submit any revisions no less than once a month for the remainder of the school year. This list shall be given to the Transportation Supervisor. The driver will revise the route and provide a copy to the Transportation Supervisor, including the names, addresses, and phone numbers of every student that is transported who has returned his permission slip. Descriptions must indicate the approximate location and time of pick-ups and/or drop offs.

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 to employees from the District office.

E – Emergency Manager

An emergency manager appointed by the State may reject, modify or terminate the collective bargaining agreement as provided by State law. This clause is in this Agreement because it is legally required by State law. By signing this agreement, the Association does not agree or acknowledge that this provision is binding either on the Association or the Employer. The Association reserves the right to challenge this in court.

ARTICLE 19-DURATION OF AGREEMENT

This Agreement shall be effective upon the later of ratification by the parties or July 1, 2025 and shall continue in effect until the 30th day of June 2028.

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

For the Employer

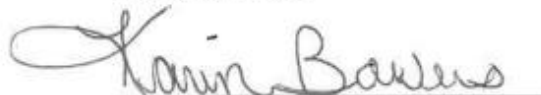

Board President


Board Secretary



Superintendent

June 9, 2025
Ratification Date

For the Union


ESP President


ESP Chief Negotiator


ESP Representative (if any)

June 9, 2025
Ratification Date

APPENDIX A – WAGES

1. Wage Schedules

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

2025-2026		Paraprofessional 1	Paraprofessional 2	Head Cook	FS Assistant/Cook	Secretary	Clerical	Driver
Probationary	Initial/Sub	14.25	15.75	16.25	14.25	17.25	14.25	23.75
	60 days	14.50	16.00	16.50	14.50	17.50	14.50	24.00
	180 days	15.00	16.50	17.00	15.00	18.00	15.00	24.50
Longevity	5 years	16.00	17.50	18.00	16.00	19.00	16.00	25.50
	10 years	16.50	18.00	18.50	16.50	19.50	16.50	26.00
	15 years	17.00	18.50	19.00	17.00	20.00	17.00	26.50
	20 years	17.50	19.00	19.50	17.50	20.50	17.50	27.00

2026-2027		Paraprofessional 1	Paraprofessional 2	Head Cook	FS Assistant/Cook	Secretary	Clerical	Driver
0.25	Increase							
Probationary	Initial/Sub	14.50	16.00	16.50	14.50	17.50	14.50	24.00
	60 days	14.75	16.25	16.75	14.75	17.75	14.75	24.25
	180 days	15.25	16.75	17.25	15.25	18.25	15.25	24.75
Longevity	5 years	16.25	17.75	18.25	16.25	19.25	16.25	25.75
	10 years	16.75	18.25	18.75	16.75	19.75	16.75	26.25
	15 years	17.25	18.75	19.25	17.25	20.25	17.25	26.75
	20 years	17.75	19.25	19.75	17.75	20.75	17.75	27.25

2027-2028		Paraprofessional 1	Paraprofessional 2	Head Cook	FS Assistant/Cook	Secretary	Clerical	Driver
0.25	Increase							
Probationary	Initial/Sub	14.75	16.25	16.75	14.75	17.75	14.75	24.25
	60 days	15.00	16.50	17.00	15.00	18.00	15.00	24.50
	180 days	15.50	17.00	17.50	15.50	18.50	15.50	25.00
Longevity	5 years	16.50	18.00	18.50	16.50	19.50	16.50	26.00
	10 years	17.00	18.50	19.00	17.00	20.00	17.00	26.50
	15 years	17.50	19.00	19.50	17.50	20.50	17.50	27.00
	20 years	18.00	19.50	20.00	18.00	21.00	18.00	27.50

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, at minimum wage, excluding meal times. Bus driver must stay at destination site with bus. If a second driver is assigned on a bus, the sitting time will be paid at minimum wage.
 - 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 minimum wage.

- 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 \$15.00 per dinner; \$10.00 per lunch or breakfast.
 - d) Bus Wash: With Supervisor's prior approval: minimum wage
 - e) Show-up Pay: minimum wage. The show-up hourly pay rate is paid for garage work, training/schooling, testing, and new drivers learning routes.
 - f) Trainer Pay: \$15.00/hr.
 - g) Discipline Conference - Student: minimum wage
6. 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.
7. Paid Holidays

Employees will be paid for the following holidays: Thanksgiving, Christmas Day and New Year's Day.

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