MASTER AGREEMENT

between

MORLEY STANWOOD COMMUNITY SCHOOLS

and

MORLEY STANWOOD SUPPORT PERSONNEL ASSOCIATION, MEA/NEA 2026 – 2029

TABLE OF CONTENTS

	Page No.
AGREEMENT	3
ARTICLE 1 - RECOGNITION	4
ARTICLE 2 - BOARD RIGHTS	5
ARTICLE 3 - ASSOCIATION REPRESENTATION AND RIGHTS	7
ARTICLE 4 - GRIEVANCE PROCEDURE	9
ARTICLE 5 - PROBATIONARY PERIOD	13
ARTICLE 6 - SENIORITY	14
ARTICLE 7 - LAYOFF AND RECALL	17
ARTICLE 8 - ASSIGNMENT	19
ARTICLE 9 - UNPAID LEAVES OF ABSENCE	23
ARTICLE 10 - PAID LEAVE	25
ARTICLE 11 - HOLIDAYS	28
ARTICLE 12 - INSURANCE	29
ARTICLE 13 - WORKING CONDITIONS	33
ARTICLE 14 - STRIKES AND LOCKOUTS	35
ARTICLE 15 - GENERAL CONDITIONS	37
ARTICLE 16 – MISELANEOUS	38
ARTICLE 17 - DURATION	39
APPENDIX A - WAGE RATES	40
LETTER OF UNDERSTANDING – RE: Para's Subbing	44
	46

AGREEMENT

This Master Agreement (the "Agreement") is entered into this 27 day of June 2023, between Morley Stanwood Community Schools (the "District") Board of Education (the "Board") and the Morley Stanwood Support Personnel Association, MEA/NEA (the "Association").

ARTICLE 1 RECOGNITION

A. Pursuant to and in accordance with the provisions of the Michigan Public Employment Relations Act ("PERA"), MCL 423.201 *et seq.*, as amended, the Board does hereby recognize the Association as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours of employment and other conditions of employment for the following employees in the Association for the term of this Agreement of:

All full-time and regular part-time bus drivers and paraprofessionals.

B. If the Board creates any new positions within the above employee classifications during the life of this Agreement, the Association shall be notified. If a dispute exists as to the inclusion or exclusion of any such position from the bargaining unit, either party may petition the Michigan Employment Relations Commission for resolution of that issue which shall have sole jurisdiction over unit determination/clarification matters.

ARTICLE 2 BOARD RIGHTS

A. Nothing contained herein shall deny or restrict the Board of its rights, responsibilities and authority under the Michigan Revised School Code, MCL 380.1, *et seq.*, as amended, the Public Employment Relations Act (PERA), and other laws or regulations. Except as specifically stated in this Agreement, all the rights, powers, and authority the Board held prior to this Agreement are retained by the Board.

B. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the District consistent with community resources, the Board retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in the Board by the Laws and Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.

2. Assignment and direction of its personnel, to determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours, shifts or workdays as well as transportation routes and schedules.

3. Direct the working forces, including the right to hire, promote, discipline and discharge employees (for just cause, as applied to seniority employees) transfer and reassign employees, assign, or reassign work or duties to employees, determine the size of the work force and to lay off employees.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine: all methods and means of providing its services; methods, schedules and standards of operation; the means, methods and processes for carrying on the work including automation or changes therein; and the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.

6. Determine the qualifications of employees, including the right to require that employees are able to perform essential job functions with or without reasonable accommodation, in conformance with applicable federal and state law and administrative regulations.

7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.

8. Determine the contracting and placement of operations, production, service, maintenance and distribution of work and the source of materials and supplies.

9. Determine the source and structure of the Board's organization, its functions, authority, amount of supervision and table of organization.

10. Determine the policy affecting the selection, testing, or training of employees.

11. Establish course of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc. by employees, including special programs.

12. Determine and re-determine job content, to establish and modify job descriptions and job classifications.

13. The right to plan, alter, modify, change, or discontinue bus routes and/or the assignment or reassignment of buses to routes.

14. Determine reasonable provisions for health, safety, and first aid of employees during hours of employment.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

E. The exercise of Board rights under this Article shall be subject to the grievance procedure except if the matter in question has been exempted from the grievance and arbitration procedures set forth in Article 4.

ARTICLE 3 ASSOCIATION REPRESENTATION AND RIGHTS

A. The Association shall advise the Board, in writing, of the names of all Association officers (and their alternates), Grievance Chairperson, and Steward, within ten (10) days of their election or appointment. The Association shall elect or select one (1) person to represent the employees of the bargaining unit as the Grievance Chairperson. The Grievance Chairperson shall act as Steward for his/her classification. The Board shall not be required to recognize or deal with any employee as a representative of the Association other than those designated in the manner described above.

B. Steward, the Grievance Chairperson, and other Association representatives may represent the bargaining unit members and are authorized to resolve grievances and other matters on behalf of such bargaining unit members in any step of the grievance procedure provided in this Agreement. Any grievances and matters resolved with the Board or its representatives shall be final and binding upon the employees, the Association and the Board.

C. Except with the express prior agreement of the Board, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Association activities whatsoever. All grievance procedures and investigations by the Association will be conducted during times which do not interfere with the employee's assigned duties. It is understood and agreed that if at any time, and by prior mutual agreement with the Board, such procedures are handled within the time of normal assigned duties (for which the employee would otherwise be compensated) the employee(s) involved shall suffer no loss of pay.

D. The Association shall have access to designated bulletin boards in the work areas of employees covered by this Agreement. Postings by the Association shall be limited to its official notices which shall be signed by either an Association Representative or the Grievance Chairperson.

E. The Association shall be allowed the use of school facilities for its official meetings in accordance with the Board's policies and regulations for usage by employee organizations.

F. The Association and its members shall have the right to use school buildings and facilities during reasonable hours for meetings provided administrative approval is obtained at least 48 hours in advance of the meeting. The Association and its members shall have the right to use District computers, Internet access, and e-mail for educationally related activities and/or Association business provided such use does not interfere with educational functions and further provided that such use is in compliance with applicable Board policy. The Association shall pay for the reasonable costs of all materials and supplies incident to such use.

G. Association leave days will be provided to allow union members of MSSPA to attend Association business as follows:

Non-bargaining years	Four (4) days

Bargaining years	Nine (9) days

No more than three (3) union members will request Association release for any one (1) business day. The cost of substitute(s) wages, FICA and retirement will be borne by the (MSSPA) Association, including those sums on a current basis paid to the Office of Retirement Services for Association release days. The use of the days requires the Association President's and Superintendent's approval.

ARTICLE 4 GRIEVANCE PROCEDURE

A. A "grievance" shall be defined as a written claim by an employee, group of employees, or the Association that there has been an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement. This grievance procedure is intended to be the sole and exclusive procedure for addressing breach of contract claims brought by employees or the Association, as is applicable. The time limits set forth in this procedure shall be regarded as mandatory periods of limitation for the bringing of any claims that this contract has been violated.

An "aggrieved employee" or "grievant" shall be the employee(s) directly affected by the alleged violation of this Agreement, or the Association. In extenuating circumstances (*e.g.*, employee extended illness) where an employee is unable to initiate or appeal a grievance, the Association shall be considered to act on behalf of the employee.

All grievances must be filed within ten (10) days after occurrence of the circumstances giving rise to the grievance, or within ten (10) days from the date the employee reasonably became aware thereof, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

B. Written grievances as required herein shall:

1. be signed by the grievant (or by the Association, in extenuating circumstances, as described above);
2. contain a specific explanation of the facts giving rise to the grievance;
3. cite the specific article(s), section(2) and/or subsection(s) of this Agreement alleged to have been violated;
4. contain a complete and concise statement of the facts giving rise to the alleged violation;
5. contain the date of the alleged violation; and
6. specify the relief requested.

The Board shall not be obligated to process grievances which are not in compliance with the above standards. Should the Board reject a grievance on this basis, it shall give written notification to the involved employee and the Grievance Chairperson.

At all steps of the grievance procedure, the grievant and the Association representatives shall disclose to the Board's representatives a full and detailed statement of all facts relied upon, the remedy sought, and the provisions of the Agreement relied upon. In the same manner, the Board's representatives shall disclose all facts relied upon by the Board.

Employees involved in grievance processing, arbitration or unfair labor practice proceedings shall be permitted to attend such activity without loss of pay.

C. The term "days" as used in this Article, unless stated otherwise, shall be defined as school days during the academic year and days when the administrative office is open between academic years in the summer months. Time limits may be extended only upon mutual written Agreement of the parties. The Board declares its intention to answer grievances presented by the Association within the time limits specified in this Article.

Any grievance not answered within the time limits by the Board may be advanced to the next step by the Association. Any grievance not pursued by the Association or employee (as applicable) within the time limits shall be deemed settled on the basis of the Board's last response.

D. Any employee having a grievance shall first take up the matter with his/her immediate supervisor. If no satisfactory answer or disposition is received, the grievance shall be processed as follows:

Step 1. The employee and/or the Steward shall, within ten (10) days after occurrence of the circumstance causing the grievance, reduce the matter to written form as described in Section B of this Article, and submit the same to the employee's immediate supervisor or the Superintendent. The supervisor shall, within ten (10) days, record his/her disposition on all copies of the grievance form and return a copy to the grievant, the Grievance Chairperson, and the Association.

Step 2. Failing to resolve the grievance at Step 1, the employee and the Grievance Chairperson shall within ten (10) days of receipt of the supervisor's disposition, appeal the matter with the Superintendent. A meeting to discuss the grievance will be held between the Superintendent, the grievant, the Grievance Chairperson and the Association. The Superintendent shall, within ten (10) days of this meeting, record the Superintendent's disposition on all copies of the grievance form and return copies to the Grievance Chairperson, the grievant and the Association.

Step 3. Appeal to Step 3 must be taken, in writing, by the Association within ten (10) days of receipt of the Superintendent's disposition at Step 2. Individuals shall not have the right to process a grievance to Step 3. The Association shall request that a conference be scheduled between an official or officials of the Association and the Board of Education within twenty (20) days of the Employer's receipt of the appeal to Step 3. The Board of Education shall give its decision, in writing, relative to the grievance within seven (7) days following the Board of Education's next regularly scheduled monthly meeting'

Step 4. Individual employees shall not have the right to process a grievance at Step 4.

If the Association is not satisfied with the disposition of the grievance at Step 3, it may, within twenty (20) days after the decision of the Board, refer the matter to arbitration by serving a written demand to that effect upon the Board. Within ten (10) days after receipt of the arbitration demand by the Employer (or a longer period, if mutually agreed upon), the designated Employer representative and the Association Representative shall confer for the purpose of identifying a mutually acceptable arbitrator to hear the dispute. If an arbitrator is not selected as a result of such conference, the Association shall, within ten (10) days after the expiration of the above period, file a demand for arbitration with the Michigan Employment Relations Commission for appointment of an arbitrator from a list of at least seven (7) arbitrators residing in Michigan.

a. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum established in Step 4 is intended to exclusively and finally resolve disputes between the parties over the interpretation or application of the matters which are specifically covered in this Agreement, and which are not excluded from arbitration.

b. Powers of the arbitrator are subject to the following limitations. The arbitrator shall have no power to:

1. add to, subtract from, disregard, alter or modify any of the terms of this Agreement;
2. establish salary scales or to change any salary;
3. rule upon the termination of services of or failure to re-employ any probationary employee;
4. consider any claim for which there is another remedial procedure or forum established by law or governmental regulation;
5. rule upon the content of employee evaluation, except if that evaluation forms the basis for the discharge of a non-probationary employee;
6. issue a decision on the merits of a prohibited or illegal bargaining subject;
7. consider any new allegation or rely on any evidence not previously disclosed in the grievance process;
8. change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board;
9. implying obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board;
10. hear any grievance previously barred from the scope of the grievance procedure; and
11. shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement.

E. More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.

H. The cost of the Arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

F. If the Board disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the issue of arbitrability. Should the arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the arbitrator shall not be regarded as a

waiver by either party of its right to institute civil litigation contesting either the authority of the arbitrator or any award allegedly rendered in excess of such authority.

G. Notwithstanding the expiration of this Agreement, any grievance filed prior to the expiration date of this Agreement (as defined in Article 17) may be processed through the grievance procedure until resolution. No grievance shall be filed or based upon any prior or previous Agreement or upon an alleged event or omission occurring prior to the effective date of this Agreement. Grievances filed after the expiration of this Agreement shall not be processed under these procedures unless otherwise specifically agreed, in writing, by both the Board and Association.

H. Claim for Back Pay. The Board shall not be required to pay back wages prior to the date a written grievance is filed. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of the back pay.

I. The Opinion and Award of the arbitrator shall be binding on the Association, the Board, and employees.

ARTICLE 5 PROBATIONARY PERIOD

A. A newly hired employee shall be on probationary status for sixty (60) workdays, taken from and including the first day of regular employment. However, the Board has the right to extend the probationary period for an additional thirty (30) workdays, on an individual basis, upon notice to the probationary employee. This notice shall state the reason for the extension. Any time prior to the completion of the probationary period, the employee may be disciplined and/or discharged, for any reason, without such discipline or discharge being subject to the grievance procedure. Probationary employees who are absent during their probationary period shall work additional days equal to the days absent to complete their probationary period. Such employees shall not have completed their probationary period until these additional days have been worked.

B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day in the job classification in which probationary service was completed. At that time, the employee's name shall be entered on the seniority list, as provided in Article 6 of this Agreement.

C. During the probationary period, an employee shall not be eligible for any benefits (i.e., paid leave and insurance coverages) under this Agreement, except as required under the Michigan Paid Medical Leave Act, MCL 408.961 *et seq*.

D. A newly hired employee will receive a copy of this Agreement and the insurance booklet, provided such materials are available to the District central office. They will also receive the Michigan Public School Employees Retirement System booklet entitled "Retirement Guidelines," provided they have not worked in the District previously and received a copy as a result of that employment.

ARTICLE 6 SENIORITY

A. An employee's seniority shall be defined as the date from such employee's most recent starting date of full-time or regular part-time employment within a classification in the unit, as described in the recognition provisions of this Agreement.

The seniority classifications recognized under this Agreement shall be:

1. Bus Driver
2. Paraprofessional

Note: Current 1) negotiations between the parties at the expiration of this Agreement, 2) their separation from service from the District, or 3) their assignment to another position within the District.

B. DUAL CLASSIFICATION

Employees in the Bus Driver and Paraprofessional classification may also work in other positions within the District. These other positions may be in other assignments outside the Association which are not covered by this Agreement.

Bus Drivers in these dual assignments will drive their regularly assigned AM and PM routes and will then work their scheduled hours in their other assignment. Where an employee has dual assignments in classifications in this bargaining unit, he/she will be eligible to receive holidays, vacations, weather days and insurance premium contributions as if he/she were a full-time employee, for the months that the dual assignment is performed, subject to the other eligibility conditions within this Agreement for entitlement to the above benefits.

Employees with dual assignments in classifications in this bargaining unit shall have seniority in each classification as of their date of entry into that classification.

All seniority under this Agreement shall be by classification. Seniority may be exercised only in the classification in which it is accumulated. There shall be no seniority among probationary employees.

Seniority in classification shall be as of the date of entry into that classification, except for a probationary employee, in which case seniority shall be credited retroactively to the employee's first day of work upon completion of the probationary period, as specified in Article 5 of this Agreement. Seniority for those employees who acceded to the Association in 2007 under the paraprofessional classification will be determined by their original hire date for placement on the seniority list. All others entering this bargaining unit after ratification of the 2007 collective bargaining agreement will accrue seniority by date of entry into the classification. Movement from one classification to another shall not terminate seniority that the employee has previously accumulated in the other seniority classification under this Agreement, provided there has not been a break in continuous employment. However, seniority shall not continue to accrue in the former classification.

C. The Board shall annually (by Nov. 1) provide the Association President a list of the employees, arranged in order of their classification seniority. The Association and employees shall have thirty (30) calendar days after receipt of said list to make any objection regarding accuracy of the list. Absent such objection, the Board's seniority list shall be conclusive.

The seniority list shall contain the employee's name, classification, date of hire in that classification and date of hire into a position in this bargaining unit. If there are more than one employee who has the same date of hire (i.e., date the hire that was formally approved by the Board) in a seniority classification, seniority placement shall be determined, first, by the order in which the employee's hire was approved by the Board, as reflected in the Board's official minutes. If two or more employees were hired in the same Board resolution or motion, the last four digits of their social security numbers shall determine placement on the seniority list, with the higher number having higher position on the seniority list.

D. Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall accumulate seniority while the employee works in the non-unit position for a period of one (1) year from the time of promotion or transfer. After the one (1) year period, the transferred or promoted employee shall retain previously accumulated seniority but shall no longer accumulate seniority.

E. An employee's seniority and employment shall terminate if:

1. The employee resigns (including retirements); or

2. The employee is discharged; or

3. The employee fails to return to work within five (5) working days after receiving notice of recall under the procedures set forth in Article 7 of this Agreement without submitting an excuse acceptable to the Board. Allowances will be made for unforeseeable and verified emergency situations; or

4. The employee is absent from work for three (3) consecutive working days without advising the Board of a reason acceptable to the Board for such absence (this shall not be construed as a limitation upon the Board's right to impose discipline for any unexcused absence). Allowances will be made for unforeseeable and verified emergency situations; or

5. The employee does not return from a leave of absence within three (3) working days after the leave expires without advising the Board of a reason acceptable to the Board. Allowances will be made for unforeseeable and verified emergency situations; or

6. The employee gives a false reason in requesting a leave of absence or places false information on his/her application for employment; or

7. A settlement with the employee has been made for separation from employment; or

8. The employee is laid off or has not, for any reason, worked for the Board for a continuous period exceeding the length of such employee's employment or twenty-four (24) calendar months.

9. Paraprofessional that retire, resigns or terminated and are re-employed:
    i. The employee will start at step 1 on the pay scale
    ii. The employee will start over with all leave time
    iii. The employees will start over on the longevity scale.

ARTICLE 7 LAYOFF AND RECALL

A. "Layoff" shall be defined as a determination by the Board to reduce the work force either by discontinuing the employment of a designated number of individual positions and/or through a reduction in the hours assigned. The Board reserves the right to select the routes and/or assignments to be reduced. Employees shall receive seven (7) calendar days' notice of layoff.

B. If the Board determines that a layoff is necessary, such layoff will be accomplished by seniority classification through elimination of and/or reduction in the number of routes and/or assignments. Seniority shall be applicable as a factor along with certification and ability in layoffs and recalls.

1. "Seniority" shall be defined as in Article 6 Section A of this Agreement.

2. "Certification" shall be defined as possession of all valid licenses (*e.g.*, chauffeurs license, CDL/group designation, passenger vehicle endorsement) and state-issued certificates appropriate for the assignment. Bus Drivers shall have completed initial and continuing courses in school bus safety education as well as any required on-road skills tests.

3. "Ability" shall include: physical ability; mental ability; capacity to successfully provide service, including consideration of evaluations and work records; satisfying all standards contained in regulations issued to implement the Omnibus Transportation Employee Testing Act of 1991; not being cancelled or qualified for coverage on the Board's standard fleet insurance policy; not being convicted of any offense specified in Section 53(4) of the Pupil Transportation Act, the Revised School Code, or any other offense indicative of unfitness to provide services to students.

C. Probationary employees in a classification being reduced shall be laid off first. When the Employer determines to further reduce the size of the work force in a seniority classification, employees in that seniority classification shall be reduced in order of least seniority, if there are more senior employees within that seniority classification remaining who possess the certification and ability required to perform the assignments vacated by the least senior employee(s) in the classification.

D. The Board shall recall seniority employees from layoff according to seniority within the classification of the vacant assignment(s), provided that the recalled employee is certified and qualified (at the time of recall) to perform the available work. The Board shall not be required to post any vacancy occurring when there is an employee on layoff status having the requisite classification seniority, certification, and ability to fill that opening. However, prior to recalling a laid off employee (as described above) the Board shall canvass actively employed employees having greater seniority in the same classification to determine their interest and qualifications in the vacant assignment.

E. Notices of recall shall be sent by email or certified mail, return receipt requested, to the employee's last known address as shown on the Board's records. It shall be the employee's responsibility to keep the Board notified of his/her current mailing and e-mail

address. The recall notice shall state the time and date on which the employee is to report to work. A recalled employee shall be given five (5) working days from receipt of a recall notice to report to work. The Board may fill the open position on a temporary basis until the recalled employee is scheduled to report for work. An employee who declines recall to perform work for which he/she is certified and qualified to perform under this Agreement shall forfeit his/her seniority rights under this Agreement and shall be considered to have voluntarily resigned his/her employment with the Board.

F. An employee who is paid unemployment compensation benefits during the summer months chargeable to the Board and who is subsequently employed at the beginning of the ensuing school year shall have his/her compensation for that school year adjusted such that his/her unemployment compensation benefits received plus adjusted compensation will be equal to the total compensation he/she would have earned for the ensuing school year had he/she not received unemployment compensation benefits during the summer months.

ARTICLE 8 ASSIGNMENT

A. Five (5) workdays shall constitute a normal work week within the interval commencing Monday AM through Sunday PM. Working hours, shifts, and schedules shall be established by the Board.

B. Bus Drivers

1. Prior to the commencement of the school year, any vacant regular bus runs will be posted. Drivers shall have the right to bid by classification seniority, certification, and ability for vacant runs. Bids for vacant bus runs shall be made known to the Employees at least five (5) days prior to the beginning of school at a meeting held by the Board, and all bidding shall be completed and routes assigned prior to the beginning of school.

2. If a vacancy on a bus run occurs after the beginning of the school year, the Board shall have the right to utilize a substitute for up to thirty (30) work days, or as long as needed. On or before the thirty (30) day limitation, the bus supervisor shall contact each bus driver by seniority to determine interest in the vacant run, or as long as necessary due to the current staff shortage. Any vacancies resulting from awarding of the initial vacancy or succeeding vacancies shall likewise be bid in a similar fashion. Bids will be awarded on the basis of classification seniority, certification and ability as those terms are defined in Article 7 of this Agreement. The bid decision will not be subject to the grievance procedure.

3. Route Sampling/Observation
   a. In the event of an open or newly created bus route, bus drivers may be provided the opportunity to observe/sample the route prior to permanent assignment.
   b. Route sampling shall be limited to one (1) morning run and one (1) afternoon run per route. Should an additional morning and/or afternoon route be desired, a personal day may be used at the employee's discretion.
   c. Participation in route sampling shall be voluntary and subject to approval of the transportation supervisor or designee.
   d. Route sampling shall be for observational purposes only and shall not be considered a guarantee of assignment to the route.
   e. Time spent in approved route sampling shall be compensated at the employee's regular rate.
   f. An observation form will be completed by both regular driver and observational driver upon completion of route sampling.
   g. Observational drivers will not use any technological equipment during the route sampling. (e.g. cell phones, kindles, tablets, computers)
   h. The district retains the right to determine scheduling and operational feasibility of route sampling.

4. The Board reserves the right to reassign buses and/or runs based on District needs.

5. "Extra trips" are defined as any out of District trips other than a regularly scheduled bus run transporting students to and from off-site academic programs (such as vocational education and/or special education) and mini trips. Extra trips shall be assigned to the bus garage. Extra trips shall be assigned by classification seniority on a rotating basis. The following specific procedures shall apply to the assignment of extra trips:

   a. Extra trips will normally be posted, and drivers must sign the list by the designated time to bid on the extra trip. The parties recognize that the Board may receive late orders for extra trips. In such an event, the Board shall attempt to follow rotation, provided drivers having rotation priority are available for extra trips.

   b. Extra trips shall be allocated among drivers on a rotating basis, with the initial rotation based on classification seniority. Drivers shall either sign up for an extra trip or cross off by 8:00 AM of the business day occurring at least forty-eight (48) hours prior to the time the trip leaves the garage.

5. Bus drivers shall be assigned two (2) regular routes per day AM and PM. Extra regular routes (i.e., ECSE AM/PM, Career Center AM/PM, Pre School AM/PM, Huntey's runs, etc.) shall be offered by classification, seniority, certification and ability, and assigned to the most qualified employee. No employee may be assigned more than one (1) extra regular route, unless there is a shortage of drivers.

   a. Should an extra run become available mid-year, drivers shall be canvased, based on seniority, to determine interest.

EXTRA TRIP SIGNING PROCEDURE
(As voted on by majority vote on 10/23/03)

If the trip goes out on	It must be signed by 8:00 am on
Monday	Thursday
Tuesday	Friday
Wednesday	Monday
Thursday	Tuesday
Friday	Wednesday
Saturday	Thursday
Sunday	Thursday

   a. If a driver having rotation priority declines by crossing off, he/she goes to the end of the rotation. If the driver eligible for the trip does not indicate their choice by the above specified time, their name will be crossed off and the next driver in the rotation would be eligible to take the trip. Saturdays and Sundays will not be counted in the forty-eight (48) hour period.

   b. If there is a late order for an extra trip (meaning it was not posted at least two (2) days in advance), the assignment shall be given to the next available driver having rotation priority. However, drivers declining these trips shall not forfeit their place

on the rotation. If that driver accepts the trip, that trip constitutes the driver's turn in the rotation.

c. Drivers are to honor their signatures when accepting extra trips. If not, they shall be excluded from all extra trips for a one (1) week period, except in emergency conditions approved by the Superintendent. Note: (1) week, in this paragraph, equals five (5) workdays and begins the day after the trip is declined. In the case of a driver having an emergency so as not to be able to drive the run, he/she must notify the bus supervisor at the earliest possible time to be excused. If a driver accepts an extra trip assignment and later indicates that he/she cannot fulfill this obligation, the extra trip shall be allocated to the next driver having priority on the rotation, provided such driver is available for assignment. If the District is unable to contact the driver, the trip shall be assigned to an available driver.

d. Postponement or cancellation of extra trips that have been bid upon shall be handled as follows:

(1) If the postponement or cancellation takes place by the end of the day preceding the day of the extra trip, the driver shall have the option of signing up for the next available extra trip that has not already been bid upon by another driver.

(2) If the postponement or cancellation takes place on the same day as the extra trip was scheduled and the driver is able to complete their regular runs, the supervisor shall assign the next available extra trip that has not already been bid upon by another driver. If the cancellation occurs so that the driver cannot complete his/her regular run, he/she shall be compensated for that missed regular run.

e. In the event that a driver is absent, another driver may be assigned the absent driver's run(s) on a classification seniority basis, provided that the bus driver would not have to give up any part or all of their regularly scheduled assignment to accept such runs. These assignments may be on a rotating seniority basis or they may be assigned on an annual "driver for driver" basis (driver A always subs for driver B, driver C always subs for driver D, etc.). The method of assignment may be made at the discretion of the bus drivers. Their decision is valid for the entire school year and is irrevocable.

f. Driver(s) reporting for a canceled trip scheduled on a week-end or a no school day will be paid for one (1) hour of show up time at the extra trip rate unless notified at least one (1) hour prior to the scheduled departure time of the trip.

C. <u>Paraprofessionals</u>

1. Vacancies shall be posted for five (5) work days before being filled. The posting shall indicate the classification, shift and wage scale.

2. Employees desiring to apply for a vacancy must make a written application within the posting period.

3. After the expiration of the posting period, the Board may fill the position by transfer of an employee within the classification or by awarding the position to another applicant. In making the decision to award the position to an applicant, the Board will consider the certification, job classification, disciplinary record, qualifications, skills, abilities, experience and seniority (if any) of the applicants. The decision of the Board in filling the position shall be final, and shall not be subject to Article 4 of this Agreement.

4. If a paraprofessional meets the qualification requirements issued under state law, he/she shall be regarded by the Board as eligible for assignment to a position requiring those qualifications.

D. A "vacancy" shall be defined as a newly created or present position within a classification covered by this Agreement which becomes vacant by reason of the permanent separation (resignation, death, discharge) of an employee formerly in that position.

E. An employee who is awarded a vacant position shall be granted a trial period to determine:

1. The person's ability to perform the job competently; and

2. The person's desire to remain on the job.

This trial period shall be twenty (20) workdays when the vacancy awarded is in the same classification and thirty (30) workdays when an existing employee is awarded a vacancy in a different classification under this Agreement. At the close of or during the trial period, the Board may return the employee to his/her former position if he/she is unable to perform the job, in the Board's judgment. The employee may voluntarily return to his/her former classification at any time during the trial period without loss of seniority. During the trial period, the Board may utilize a substitute in the former position of the employee who has been awarded the vacancy.

F. If an employee transfers to a supervisory position for the Board not covered under this Agreement and thereafter, within one (1) year, transfers back to a position covered under this Agree, he/she shall continue to accumulate seniority while working in the supervisory position to which he/she transferred. After this period, the employee shall no longer accumulate seniority but shall retain any previously accrued seniority.

G. The Board has the exclusive authority to establish job classifications and descriptions, subject to negotiation of a wage rate for the new classification. If the parties are unable to agree on a newly established wage rate, an interim rate for the new classification may be put into effect by the Board pending conclusion of negotiation over the new wage rate with the Association. If the parties are unable to reach a mutual agreement during the term of this Agreement over a newly established wage rate, either party may involve the

assistance of a mediator from the Michigan Employment Relations Commission (MERC).

ARTICLE 9 UNPAID LEAVES OF ABSENCE

A. A leave of absence is a written authorized absence from work without pay. A leave shall be granted, denied, or extended in the sole discretion of the Board (except where leave is required to be granted to an employee eligible under the Family and Medical Leave Act, the Michigan Paid Medical Leave Act, or other applicable statute) upon written request for such leave by the employee who shall state the reason(s) for the leave and its requested duration. Only employees who have one (1) or more years of service with the Board may be granted an unpaid leave of absence. Any extension requests shall be submitted in writing to the Board prior to the expiration of the time of the original leave period.

B. Leaves requested due to illness or disability must be accompanied by a medical certificate that the employee is unable to work and the physiological and/or psychological reason(s) therefore. Medical statements shall be by a medical doctor (M.D.) or a doctor of osteopathy (D.O.). The Board shall have the right to independent medical verification at the time of the leave request and/or before the employee is permitted to return to work (at the Board's expense), or may first allow such verification from the employee's physician prior to deciding whether to seek a second opinion. Medical leaves may be extended for a period of time necessary for complete recovery, but not to exceed twelve (12) calendar months. Renewal of leave shall be at the discretion of the Board.

C. Unpaid leave (other than medical) shall not exceed a total of three (3) calendar months, or the end of the school year, whichever comes first (unless an eligible employee qualifies for a longer leave period under the Family and Medical Leave Act, the Michigan Paid Medical Leave Act, or other applicable statute). However, exceptions to this requirement may be jointly agreed upon by the Association and the Board.

D. All leave requests shall state the exact date on which the leave is requested to commence and the exact date on which the employee is to return to work, subject to approval of the Board.

E. During an unpaid leave of absence:

1. The employee may not seek work elsewhere unless agreed to by the Board.

2. The employee must take the leave for the reason so stated on the application.

3. Employees shall not return to work prior to the expiration of said employee's leave unless otherwise agreed to by the Board. The employee must submit written notification of return to work at least five (5) working days prior to the scheduled date of return.

4. Employees shall return to work from a leave on the date scheduled, but in no event later than three (3) days after the scheduled expiration date if an extension has been granted, in advance, by the Board.

5. Failure to comply with subsections 1-4 (above) shall be considered by the Board as the employee having voluntarily resigned his/her employment with the Board.

F. Time spent on unpaid leave shall not be counted as time worked for purposes of overtime payments/eligibility, paid leave accrual, or for seniority accrual (where the unpaid leave exceeds ninety (90) workdays). The effect of unpaid leaves of absence upon eligibility for longevity shall be as defined in Appendix A of this Agreement.

G. Upon return to work from a leave of absence, such employee shall be re-employed in the seniority classification to which the employee was assigned at the time leave was taken and at the prevailing rate of pay for that job, subject to all provisions of this Agreement. Compliance with the above standards shall be regarded by the parties as restoration to an equivalent position for purposes of the Family and Medical Leave Act.

H. To the extent required by the Family and Medical Leave Act, an eligible employee shall be granted leave and the other rights specified by that law. When leave is taken by an eligible employee under the Family and Medical Leave Act, the Michigan Paid Medical Leave Act, or other applicable statute, the Board shall likewise enjoy all rights afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, the Michigan Paid Medical Leave Act, or other applicable statute, including the Board and eligible employee rights and responsibilities, shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

ARTICLE 10 PAID LEAVE

A. SICK LEAVE

1. For each District Earned Sick Time Act (ESTA) benefit year, the first 72 hours of any paid leave may be used for any ESTA purpose. If any of those 72 hours of paid leave are used for an ESTA purpose, then ESTA applies to the use of that paid time off. The Employee's use of earned sick time is subject to terms and conditions specified in ESTA and the District's ESTA policy, as that policy may be adopted and amended from time to time.
   a. Employees receive 10 days and 2 hours of paid sick leave per benefit year, based on a 7-hour workday. This annual leave consists of:
      - 7 sick days (49 hours)
      - 3 ESTA days and 2 ESTA hours (23 hours)
   b. The first 72 hours of paid leave available each benefit year may be used for any purpose permitted under the District Earned Sick Time Act (ESTA). ESTA leave (3 days and 2 hours) may be used in 1-hour increments, while the 7 sick days must be used in half-day or full-day increments.
      - Bus Driver ESTA time increments are:
        - Driver with AM and PM only will use days in ½ increments
        - Driver with AM, PM and CC will use days in 1/3 increments
        - Driver with AM, PM, CC and ECSE will use days in ¼ increments
   c. Any unused ESTA leave remaining at the end of the benefit year that is less than 7 hours will carry over to the next benefit year and be credited to the employee's ESTA leave balance. Maximum of 29 hours of ESTA time
   d. Unused ESTA time over 7 hours will be moved to teachers' accumulated sick time until the carryover ESTA time is under 29 hours.
2. Unused sick leave may be accumulated from year to year up to a maximum of one hundred twenty (120) days. There is no payout for unused sick time.

3. Employees, regardless of probationary status, who work more than twenty-five hours per week shall receive paid medical leave no less than 1 hour for every thirty-five (35) hours worked. Pursuant to the Michigan Paid Medical Leave Act, MCL 408.961 et seq., a family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the MPMLA. This provision shall be interpreted and applied consistent with the MPMLA, and shall not provide greater benefits then that allowed by the statute. The MPMLA runs concurrently with other applicable leave such as FMLA.

4. A sick leave day shall be credited as a unit of time equal to the number of hours or runs that an employee works during the preceding month of employment, excluding extra runs. If an employee uses sick leave, they will be paid according to the regular

runs missed on that day. Regular runs would include any routes that would have been conducted on that day such as career center, preschool, special education, transfers, etc., but would exclude extra trips such as field trips or athletic events.

5. Employees may utilize sick leave for any of the following reasons:

   a. Any mental or physical illness, injury, or health condition, including related medical diagnosis, care, treatment, or preventative medical care.

   b. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.

   c. Emergency medical, dental, or health care which cannot reasonably be deferred, and which cannot be scheduled outside of the employee's scheduled work time.

   d. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

   e. Should school be canceled and/or student instruction not held, due to inclement weather, fires, epidemics, mechanical breakdown, or other conditions and/or circumstances beyond the control of the board of education and administration the following shall apply:

   The Board shall pay drivers their regular rate of pay/wages for "snow" days. Drivers will not be required to use personal or sick days to cover their wages for any of those days.

6. Proper notification must be made to the employee's immediate supervisor. Bus Drivers having either a Career Center or ECSE route shall use sick leave in either full or one-third (1/3) day increments.

7. To be eligible for payment of sick leave, an employee must notify the District of his/her absence as soon as practicable prior to the start of any runs or shifts to which the employee is assigned. Within twenty-four (24) hours of return to work, the employee shall complete and sign the form provided by the Board for recording the use of sick leave.

8. The Board may require that any employee applying for use of sick leave for any particular day(s) or absence procure a doctor's certification of illness or disability for the day(s) absent. Such certification shall be mandatory for all absences of more than three (3) consecutive work days. Unauthorized failure to obtain such certification shall constitute a sufficient basis for denial of use of sick leave and/or for disciplinary action.

9. The Board may require any employee to submit to a physical or mental examination by an appropriate practitioner selected by the Board for purposes of: verifying an employee's eligibility for leave under any provision of this Agreement; to evaluate fitness for duty where the Board has reasonably founded concerns related to job performance or safety; to comply with state and/or federal statutes requiring periodic examinations; or to assess an employee's fitness for return to duty. The Board shall pay the cost of any physical or mental examination required under this section.

10. People who exhaust all leave and still require a day off must compensate the District for daily insurance costs.

B. EMERGENCY/PERSONAL BUSINESS LEAVE

1. Each year two (2) days shall be granted for the purpose of conducting personal business which cannot normally be carried on before or after work hours or on weekends. Probationary employees shall be ineligible for accrual or use of personal business leave.

2. Notification of desire to take a personal business leave day shall be filed in writing with the employee's immediate supervisor at least forty-eight (48) hours in advance of the beginning of the leave day, except in cases of emergency when shorter notice is acceptable. The leave request shall include the signature of the employee. In so signing, the employee is providing written testimony that the request for leave complies with the terms of this Agreement.

3. Employees shall be allowed to carry over one (1) personal day to a total of three (3) to the next school year. If any personal days remain at the end of the year, employees shall inform the Immediate Supervisor (via proper form) as to what days shall be carried forward as personal to the next school year, and which ones roll into sick leave. This form needs to be filled out and turned in no later than the end of the day (3:30) the last day of school with students. If no response is received by this time all personal days will be automatically rolled into sick leave.

4. Personal business leave shall not be taken immediately before or after a school holiday, vacation or recess period.

5. Personal leave for drivers having either an ECSE or Career Center route shall use personal leave in 1/3 or full day increments.

C. BEREAVEMENT LEAVE

A maximum of three (3) days of leave per occurrence shall be granted for a death in the bargaining unit member's immediate family (defined as: spouse, parent, stepparent, parent-in-law, grandparent, child, stepchild, grandchild, sibling or stepsibling). The superintendent may allow employees to utilize additional available sick or personal days if the employee requires additional leave time. Approval for such a leave request will not be unreasonably withheld. Up to one (1) day per occurrence shall be granted for other relatives (defined as: aunt, uncle, niece, nephew, sibling- in-law, or step-grandparent).

Extensions of time of up to two (2) additional days may be requested of the Board, with such additional time to be deducted from sick leave or taken as unpaid days, if sick leave has been exhausted. Bereavement Days must be used in conjunction with the funeral – ie. planning, traveling, and attendance of visitation or funeral.

D. JURY DUTY OR COURT APPEARANCE LEAVE

1. An employee who is summoned and reports for jury duty shall be paid by the Board an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the Board on that day (excluding any extra runs or overtime) and the daily jury fee paid by the Court (not including travel allowances or reimbursements of expense), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. This payment provision shall also apply when the employee is subpoenaed as a witness in a judicial or administrative hearing, so long as the employee and/or the Association are not adverse parties to the Board in that judicial or administrative proceeding.

2. In order to receive payment, an employee must give his/her immediate supervisor prior notice that he/she has been summoned for jury duty or subpoenaed as a witness, and must furnish satisfactory evidence that he/she reported for or performed such acts on the days for which he/she claims payment.

ARTICLE 11 HOLIDAYS

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A. Eligible holidays following the district master calendar are: Labor Day, Thanksgiving Day, Christmas Day, Good Friday and Memorial Day.

B. To be eligible for holiday pay, an employee must have worked in full the Employer's regularly scheduled work day immediately prior to and the Employer's regularly scheduled work day immediately subsequent to the holiday.

C. No holiday for which an employee is paid and during which the employee did not work shall be considered or treated for the purpose of any overtime calculation as time actually worked by such employee.

D. Holidays occurring during leaves of absence of any sort or layoffs, bereavement leave, sick leave, personal leave or inclement weather days are not compensable.

ARTICLE 12 INSURANCE

A. Medical Insurance.

1. For those selecting health insurance, the Board will provide single subscriber health insurance benefits to eligible employees. To be eligible, paraprofessionals must be scheduled to work 6 ¾ hours per day during the school year, the Bus Driver is scheduled to drive a minimum of two (2) regular bus runs per day, five (5) days per week, on a regular basis.

2. An employee shall be eligible to have up to 80% full family dental and vision, Employee Life AD&D long term disability premiums paid on his/her behalf.

B. For employees selecting health insurance, the Board shall make premium payments as provided in paragraphs 1 and 2 above for a twelve (12) month period

During the annual open enrollment period eligible employees may enroll in the health care coverage specified below. Once made, this election may not be changed until the next open enrollment period.

Effective January 1, 2017 through December 31, 2023MESSA ABC Plan 1, 1300/2600 deductible; the Board will pay 80% for health care PAK A (single subscriber) or PAK B; the employee contribution will be 20% of the insurance. The District will fully fund the deductible of the ABC Plan 1 ().

Effective January 1, 2024 Simply Blue (BCBS). (insert benefit plan information here.) The board will pay up to 80% of all single subscriber Medical insurance and full family Pak B benefits.

The Board will pay two installments (January, , and September) into the staff person's HSA account. If a staff member's actual expenses exceed the deposited amount, said staff member shall have the HSA account increased on the first day of the next month to the amount needed to cover the costs incurred, not exceeding the hard cap. If needed, a catastrophic contribution shall be paid at the time of need during that insurance year to a staff member's HSA account.

MESSA ABC Plan 1 Plan Description:
In-Network Deductible: $1,400 Individual/$2,800 Family
In-Network OOP Max: $2,400 Individual/$4,800 Family
Out-of-Network Deductible: $2,800 Individual/$5,600 Family
Out-of-Network Coins: 20% of approved amount after deductible
Out-of-Network OOP Max: $4,800 Individual/$9,600 Family
Rx Coverage: ABC
Excludes Elective Abortion
Health Savings Account with HealthEquity

1. PAK B – all Employees Employee shall be eligible to have up to 80% full family dental and vision, Employee Life AD&D long term disability premiums paid on his/her behalf.

3. Any new employees hired after the ratification of this Agreement for any position of less than six (6) hours as a Para Professional or as a driver with less than 2 routes (AM/PM), will be eligible to purchase health care benefits. The employees will be responsible for 100% of the cost. Regular positions within the bargaining unit may be combined to reach six (6) hours.

4. The Board will provide the following additional coverage (PAK B) at 80% Board expense and 20% employee expense.

Long Term Disability	66 2/3% of Max. Mon. Salary $4,500 5% Minimum Payout $3,000 Maximum Monthly Income 90 Calendar days modified fill Pre-Existing Condition Waiver Alcohol/Drug – 2 year limitation Mental/Nervous - 2 year limitation Family Social Security Offset Maternity Coverage Rehabilitation Benefits 2 year Own Occupation Freeze on Offsets

Negotiated Life - $10,000 with AD&D Vision - VSP-3 Plus, Plan year is January to December
Delta Dental - 80/80/80/60 $1400 Max, Class I, II, III & UCR Ortho, Cleanings: 2

Note: should MESSA determine MSCS not eligible for PAK B another provider will be chosen.

5. Employees eligible for insurance, who waive health insurance coverage in writing, shall be eligible to receive the following cash option. All support staff opting for cash in lieu of benefits will receive $4,000.00 with payments spread over each pay.

B. The Board shall not be required to remit premiums for any insurance coverages on behalf of an employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

C. The terms of any insurance contract or policy issued by an insurance underwriter carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefit, eligibility, coverage, termination of coverage, and other related matters. The employee is responsible for assuring completion of all forms and documents required for his/her participation in the above-described insurance programs. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it.

D. Employees who are enrolled, at their option, in any hospitalization or medical insurance coverage from any outside source shall not be concurrently eligible for health premium contributions by the Board as set forth in this article.

E. When employment is interrupted by layoff, discharge, quit, retirement, leave of absence (other than leaves taken by an eligible employee under the Family and Medical Leave Act) or any other reason, all insurance coverage continues only for the balance of the month in which such termination occurs.

F. When leave is taken by an eligible employee under the Family and Medical Leave Act or the Paid Medical Leave Act, the Board will continue premium payments for health coverage (medical, dental, optical-as applicable) for up to twelve (12) weeks. Employees are responsible for payment of their portion of premium for the above coverage(s) during the leave interval. Payment shall be made on or before the date when such premium amounts would be deducted from the wages (or would otherwise be payable) by employees not on leave status. If an employee on leave is in arrears by thirty (30) days or more with regard to his/her share of premium payments, the Board shall have the right to either cancel coverage (after proper notice to the employee) or to make full premium payments on behalf of the employee for the balance of the twelve (12) week leave interval, subject to the Board's right to recover such excess premium amounts from the employee.

If the employee fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control) the Board shall have the right to recover all premium payments made by the Board during the unpaid leave interval.

The Board may also recover any premium amounts which would otherwise be the employee's responsibility and which were paid by the Board, on behalf of the employee, during the unpaid leave interval, subject to the right to recover such excess premium amounts.

Any of the foregoing premium amounts may permissibly be deducted from any wage or other payments due the employee, with any remaining deficiency to be remitted by the employee to the Board within five (5) days of demand.

G. Should the Board be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Board under insurance policies in effect as a result of this Agreement, it is the intent of the parties that the Board not be obligated to provide double coverage. The Board shall be permitted to cancel benefits or policies under this Agreement which duplicate, in whole or in part, compulsory governmental sponsored insurance programs to which the Board is required to contribute.

H. Bargaining unit members who hold employment with the Board in another assignment not covered by this Agreement shall not be eligible for insurance coverage under this article where the same type of coverage is provided in connection with the other position.

As an illustration, a Bus Driver under this Agreement would not be entitled to dental coverage under this article if he/she was enrolled in a dental plan due to other concurrent employment with the Morley Stanwood Community Schools. If the other employment did not provide disability coverage, the Bus Driver would be eligible for that coverage under this article.

I. Additional taxes and fees on medical claims if passed on by the insurance carrier to the district will be paid at the existing rate of 80% by the district and 20% (equally distributed) by those employees who elect health insurance PAK A and PAK B in accordance with the law.

J. In the event that a member dies during the school year, the Board shall continue payments of all applicable health insurance premiums (COBRA) through the following August 31st in order to assure full, uninterrupted coverage for the survivors of the policy holder. If the member dies after the completion of the school year, the Board shall continue payment through August 31st of that year.

ARTICLE 13 WORKING CONDITIONS

A. The wage scale of all employees covered by this Agreement is set forth in Appendix A, which is attached to and incorporated in this Agreement. The Board will place employees on the wage scale in accordance with the length of service of each employee in the respective job classification.

B. Employees will receive pay for the first 6 days/hours of student instruction which are not held because of inclement weather, fires, epidemics, mechanical breakdowns, or health conditions. Where the cancelled days/hours are required to be rescheduled, the bus driver/paraprofessional will work all the rescheduled days/hours for no compensation, the compensation already having been paid to the employee for the cancelled days/hours. If a paraprofessional who has been prepaid cancelled days/hours in the manner described above fails to report to work on the rescheduled days/hours, an amount equal to the wages prepaid to the employees for the rescheduled time that is not worked shall be deducted from the employee's wages unless the employee has an emergency condition, utilizes accrued paid leave on that day and can verify the need for absence.

When students are dismissed early paraprofessionals will be dismissed only after students have left school property. All will receive their regular rate of pay for the day and must be dismissed by their supervisor.

Should the start of the school day be delayed, employees in the paraprofessional classification will be expected to report to work in accordance with the delay schedule. In such instances, employees will be compensated their regular rate of pay for the day.

C. Supervisory employees (the Transportation Supervisor) may properly be utilized to perform bargaining unit work to the extent that such work is being performed by supervisory personnel at the execution of this Agreement. Without limitation of the above, supervisors shall likewise be permitted to perform bargaining unit work to instruct or train employees, to fill personnel shortages, or to make assessments of work times or efficiencies.

D. The Paraprofessionals primary supervisor is the building Principal. It is recognized, however, that direction and supervision may also be provided to the employee by other administrative and teaching staff at the direction of the principal that have a direct interest and responsibility in areas related to the employee's assignment. The building Principal shall provide clarification, when needed in cases involving duties and responsibilities within an employee's assignment.

E. All Bus Drivers, as a condition of continued employment, must pass required physical examinations as well as alcohol and controlled substance testing under the Omnibus Transportation Employee Testing Act and its Regulations. Physical examinations and drug/controlled substance testing shall be accomplished by Board-designated providers and shall be paid by the Board. Failure of a Bus Driver to meet these standards shall be grounds for immediate dismissal.

F. Bus Drivers must satisfy all certification and training requirements adopted by the United States, the State of Michigan and the Board. The Board shall pay the cost of the Chauffeur's license, appropriate vehicle group designation and appropriate vehicle endorsement required for performance of assigned duties. If a Bus Driver resigns from employment (other than due to retirement) within the lifetime of the license, vehicle group designation or vehicle endorsement the driver shall have deducted from his/her final check, a prorated share of the cost of the license, group designation and/or endorsement based upon the number of years remaining on said license, group designation or endorsement.

G. Exclusion from coverage on the Board's fleet insurance policy shall be grounds for immediate dismissal.

H. The Board will provide appropriate training for employees who are required to dispense or administer medication or perform special needs procedures. Should the training occur outside the regular workday, the employee will earn their hourly rate of pay.

I. Bus Drivers who work on an extra trip of four (4) hours or more shall receive one (1) hour of pay at the extra trip rate as reimbursement for a meal. Should the trip be eight (8) hours or more, two (2) hours at the extra trip rate shall be paid for the above purpose. Should the trip be more than twelve (12) hours, three (3) hours at the extra trip rate shall be paid.

J. If bus runs are delayed due to fog, ice, snow, other inclement weather conditions or similar emergency, the Board shall telephone a person in the Bus Driver classification at the garage (designated by the Association) by 6:00 a.m. to advise him/her of the delay. That designated person shall then initiate a telephone fan-out system which will notify all bargaining unit members within the Bus Driver classification of the delay and further advise them of the rescheduled reporting time. Bus Drivers shall be available by phone to receive contact through the fan-out system, as described above. Bus Drivers are responsible for leaving a current phone number where they may be reached for these purposes.

If notice is not given as specified above and the Bus Driver has otherwise met the conditions described above, bargaining unit members in the Bus Driver classification who report to work shall be paid one (1) hour pay at the extra trip rate.

K. The parties recognize that the Board will have occasional need to assign Bus Drivers to "mini-trips" for purposes such as vehicle maintenance and transporting pupils between school buildings within the District (other than through regularly scheduled runs or regular shuttles). These assignments shall be made from the extra trip list, in the garage, with the driver first on extra trip rotation having the first opportunity to take the "mini-trip". Refusal of a "mini-trip" shall not affect the rotation of the driver for extra trips, according to the procedures specified in Article 9. In circumstances involving short notice, the Board has the right to assign this work to any available Bus Driver.

L. Bus Drivers may, with prior notice to their Supervisor, transport one (1) of their own children (at least five (5) years old) on an extra trip, provided there is room on the bus and that the driver fulfills all of his/her job responsibilities.

M. In the event of a bus breakdown or student discipline conference extending fifteen (15) minutes or more beyond a Bus Driver's regular hours, he/she shall be paid at the extra trip rate for all time in excess of that fifteen (15) minutes.

N. Bus Drivers required to undergo testing for controlled substances or alcohol shall be paid at their regular rate for the time necessary for that testing. Bus Drivers shall be compensated at their regular run rate if that work is missed due to controlled substance and/or alcohol testing. Any time in excess of one and one-half (1 1/2) hours will be paid at the extra trip rate.

O. Bargaining unit members who are required to substitute for any position shall be paid at the higher rate of pay.

P. When a driver takes an extra trip during the time of his/her regularly scheduled run(s), he/she shall be compensated for the regular run(s) missed, subject to the following adjustment. One (1) hour (at the extra trip rate, set forth in Appendix A) will be subtracted from the driver's regular run compensation for each regular run or runs missed because the driver elected to work the extra trip. The driver shall be paid this adjusted amount plus the extra trip rate for all hours worked on the extra trip.

Q. Bargaining unit members with dual assignments may sign up for extra trips, subject to the other provisions and conditions of this agreement pertaining to the awarding of those assignments. Further, a dual position bargaining unit member may not sign up for an extra trip that conflicts with the regularly scheduled hours for any portion of the dual assignment.

R. The work year for Paraprofessionals shall be scheduled to coincide with student attendance days and shall be consistent with break periods, holidays and vacations as listed in this agreement. Specifically identified bargaining unit members may be assigned to work additional days in order to attend professional development activities at his/her regular rate of pay for the hours of the training.

S. The Board shall determine the days (dates) to be worked.

ARTICLE 14 STRIKES AND LOCKOUTS

A. The Association agrees that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike. "Strike" shall be defined to include slowdowns, stoppages, sit-ins, boycotts, work stoppages of any kind, the concerted failure to report for duty, the willful absence from one's position or assignment, or abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any facilities of the Board.

B. In the event of a strike or any other work curtailment, by the Association or the employees covered hereunder during the term of this Agreement, the Association by its officers, agents and stewards shall immediately declare such work stoppage, or other curtailment to be illegal and unauthorized in writing to the employees and other said employees in writing to stop said conduct and resume full services. Copies of such written notices shall be served upon the Board.

C. Violation of this article by any employee or group of employees may constitute adequate cause for imposition of discipline or other penalties deemed appropriate by the Board.

D. The Board agrees that during the life of this Agreement there shall be no lockouts of employees.

ARTICLE 15 GENERAL CONDITIONS

A. There are no understandings or agreements or past practices which are binding on either the Board or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding upon either the Board or the Association until it has been put in writing and signed by both the Board and the Association as either an amendment to this Agreement or as a Letter of Understanding signed by both parties.

B. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted hereunder.

C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated but on which no agreement was reached.

D. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq. may reject, modify, or terminate this Agreement as provided in that Act.

ARTICLE 16 MISCELLANEOUS

A. If any article or section of the Contract should become invalid by legislative enactment or otherwise be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section is restrained pending a final determination as to its validity, the remainder of this Agreement and/or the application of such article(s) or section(s) to persons or circumstances other than those as to which it has become or been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

A. In the event that any article or section is held or becomes invalid or enforcement of or compliance with has been restrained as set forth above, the parties shall enter into negotiations (to the extent that such negotiation is permitted by law), upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article(s) or section(s) during the period of invalidity or restraint.

B. This Agreement is the result of extensive negotiations in which both parties had the right and the opportunity to submit proposals and to negotiate their proposals with the other party. This Agreement sets forth the parties full and entire understanding as to the matters expressed herein. This Agreement may only be modified in writing upon the mutual consent of the parties. All past practices and understandings between the parties not memorialized and incorporated in this Agreement are not enforceable.

ARTICLE 17 DURATION

A. This Agreement shall be effective as of ratification by both parties and shall remain in effect through June 30, **2029**.

FOR THE BOARD
MORLEY STANWOOD
COMMUNITY SCHOOLS
MEA/NEA

Emily Bongard, School Board President
President

Mary Engelsman, School Board Secretary

James Nelson, Superintendent

FOR THE ASSOCIATION
MORLEY STANWOOD SUPPORT
PERSONNEL ASSOCIATION,

Wanda Dunn, Co-MEA Support Staff

Brianna Buckley Co-MEA Support Staff
President

Michael McGee, MEA UniServ Direct

APPENDIX A WAGE RATES

A. **Parapros**

2026-2027	
Step	Amount
P-1	$ 16.53
P-2	$ 17.47
P-3	$ 18.50
P-4	$ 19.28
P-5	$ 20.48

2027-2028	
Step	Amount
P-1	$ 17.03
P-2	$ 17.99
P-3	$ 19.06
P-4	$ 19.86
P-5	$ 21.09

2028-2029	
Step	Amount
P-1	$ 17.03
P-2	$ 17.99
P-3	$ 19.06
P-4	$ 19.86
P-5	$ 21.09

Bus Drivers

2026-2027	
Step	Amount
Prob	$ 91.87
B-1	$ 92.73
B-2	$ 98.03
B-3	$ 103.22
B-ISD	$ 54.00
B-ECSE	$ 32.53
B-Pre	$ 15.25
B-Trip	$ 15.25
B-Sub	$ 40.00

2027-2028	
Step	Amount
Prob	$ 94.63
B-1	$ 95.51
B-2	$ 100.97
B-3	$ 106.32
B-ISD	$ 54.00
B-ECSE	$ 32.53
B-Pre	$ 15.25
B-Trip	$ 15.25
B-Sub	$ 40.00

2028-2029	
Step	Amount
Prob	$ 97.46
B-1	$ 98.38
B-2	$ 104.00
B-3	$ 109.51
B-ISD	$ 54.00
B-ECSE	$ 32.53
B-Pre	$ 15.25
B-Trip	$ 15.25
B-Sub	$ 40.00

Effective February 1, 2021 daily rates recalculated based on four hours per day to determine a new daily rate, but drivers ORS contribution remains at 3.25 hours.

Rates shown above are per day. A day consists of a regular a.m. and p.m. run and includes a stop at the middle/high school and elementary school in the morning.

Any trips or special routes not specifically shown above will be paid at the extra trip rate. All delay, waiting, and breakdown time is paid at the extra trip rate. There will be a minimum of six hours mandatory training every other school year for regular bus drivers as required by state law; with the option of two (2) additional hours of training as determined by the Transportation Supervisor. On the "off-year" there will be a maximum of up to six (6) hours of optional training. Training will be determined by the Transportation Supervisor. Training time will be paid at the extra trip rate for each hour of attendance for training. An employee shall only earn payment upon completion of training.

The regular daily rate will not include special runs such as ECSE or ISD. Any additional time over the minimum of eight (8) hours will be paid at the extra trip rate.

Career Center Runs: If there are two Career Center runs that are reduced to one (1) – example: when the seniors leave, etc… - the eliminated route will not be paid for the missing day(s) and/or the remaining number of school days when the route is eliminated.

All new bargaining unit members will begin at step one (1) and then advance one (1) step each year based on one (1) years' service with the school district. Advancement on the step will only occur at the start of a school year and an employee must have worked at least ninety (90) days (excluding work as a substitute) in the previous year to advance to the next step. Benefits, as it relates to Probationary Employees will remain the same.

Bus washing – like a schedule B

- $1,300.00 total
  - Job description to be developed; Example:
    - All buses are cleaned every three weeks.
    - Trip busses to be worked in the rotation as needed
  - Bid out based on seniority

Bus driver trainer – like a schedule B

- Paid at the extra trip rate
- 24 hours max of training
- As determined by the administration
- Must apply and be interviewed
- Not based on seniority

B. LONGEVITY

For purposes of this provision, "years of service" must be full-time and regularly employed with the Board. Unpaid leaves of absence exceeding ninety (90) work days and periods of layoff shall not count as "years of service" for purposes of determining eligibility for longevity. This amount shall be paid on the payroll next following the employee's anniversary date. Longevity Scale is as follows:

5 years of service = $500
15 years of service = $1000
20 years of service = $1500
30 years of service = $2250

C. Bus Drivers and Paraprofessionals will be allowed to distribute their pay over either 26 or 21 pay periods. Each member choosing to do so must sign a permission form prior to the first pay period of each school year (at a minimum of one (1) week prior to the first pay date). Members will have to authorize the district at the start of each school year. With exception to a significant change in work status during the school year members will not be allowed to revert back to 21 pays midyear. Such changes will have to be made at the start of the next school year.

D. In years with twenty-two (22) or twenty-seven (27) pays, the Superintendent or designee will notify the Association President of this anomaly.

_____ I elect the negotiated "cash in lieu of insurance" option and verify that I have minimum essential coverage for me and my "tax Family" as defined by the Affordable Care Act through an alternative Board-sponsored plan.

_____ _____

(signature) (date)

A. Emergency/Personal Business Leave

In accordance with Article10B Emergency/Personal Business leave employees shall be allowed to carry over one (1) personal day to a total of three (3) to the next school year. If any personal days remain at the end of the year, employees shall inform the Immediate Supervisor (via proper form) as to what days shall be carried forward as personal to the next school year, and which ones roll into sick leave. This form needs to be filled out and turned in no later than the end of the day (3:30) the last day of school with students. If no response is received by this time all personal days will be automatically rolled into sick leave.

For the _____ school year
Current Year

I _____ elect to move _1_ Personal Day to the _____
Employee Name Next school year

_____ _____
(Signature) (date)

_____ _____
Signature of Immediate Supervisor (date)

Letter of Agreement

Para Professionals as Substitute Teachers

This article was designed and agreed to based on a Letter of Agreement between the Board and the Association signed on the 24th day of August 2026. Both the Employer and the Association recognize that there has been, and continues to be, a shortage of qualified substitute teachers. The administration has had to combine, and even cancel classes at times, due to the absence of a qualified substitute teacher. The Employer and the Association agree that using para professionals as classroom teacher substitutes is a good option, when regular substitutes are not available. The following outlines that details of this agreement, and the process to be used to have a para professional fill in as substitute teacher for a day.
Based solely on the judgement of the building administrator, Para Professionals may serve as the substitute for the day in any given classroom. Ideally, but not required in this agreement, the para professional will act as a substitute for the building in which they are regularly assigned. The para may decline the opportunity to sub on any given day when asked by the administration.

The employer and the association agree it is in the best interest of the district for certain para's not to be on the substitute list. The special relationship these individuals have with the students they work with should be interrupted as infrequently as possible. In exchange the employer agrees to provide a $250.00 stipend at the end of the school year for 1 on 1 para's. Para's assigned specifically to a special education classroom (ECSE, Young K's, High School MCI, etc…) will receive a $150.00 stipend as they will be eligible to sub in their classroom when the teacher is absent. Note: in order for the above paras to qualify for the extra stipend, the para must be a qualified substitute teacher in accordance with the State Department of Education (ex. a minimum of 60 credit hours).

Below are itemized details of the stated agreement.

- Pay
  - $10.00 per hour subbed
  - Stipend will qualify for retirement contribution
- Create list of those interested and qualified individuals
  - Interested Para's must meet State qualifications for substitute teaching, such that the district is in no way in jeopardy of losing State Aide for an unqualified substitute teacher for the day
  - Top to bottom based on seniority
  - Para's may be added to the "interested" list at any time throughout the year by emailing their building administrator and stating their desire to be added to the list of substitutes.
  - Para's may remove themselves from the list at any time throughout the year should they change their mind.
  - Para's have the right to decline to act as a substitute teacher when asked, if they so desire.
- Opportunity is based on seniority of the created lists of interested para's
- Para's may sub in any building

    - Coordinate with administration
- Administration has the right to deny para based on previous subbing experience
- Central Office will provide a form to be used each time for each para

Bus Route Sampling/Observation Form

Driver Name: _____

Observing Driver Name: _____

Date: _____ **Route:** _____

1. Route Knowledge

Does the observing driver have a clear understanding of the route, including stops, turns, and timing?

☐ Yes
☐ Somewhat
☐ No

2. Technological equipment

Did the observing driver refrain from using technological equipment during the route sampling?

☐ Yes
☐ Somewhat
☐ No

3. Professionalism and Student Engagement

Did the observing driver interact with the students on the bus to begin building relationships if the route is chosen?

☐ Yes
☐ Somewhat
☐ No

Driver Signature:_____

Observing Driver Signature:_____