

**SUPPORT PERSONNEL AGREEMENT  
2011-2013**

**AGREEMENT BETWEEN**

**Inland Lakes School District  
hereinafter referred to as the "Board"**

**and**

**Inland Lakes Educational Support Personnel Association/  
Northern Michigan Education Association/  
Michigan Education Association/  
National Education Association  
hereinafter referred to as the "Union"**

## Table of Contents

<u>ARTICLE NO.</u>	<u>ARTICLE</u>	<u>PAGE</u>
1	Purpose	1
2	Union Recognition, Agency Shop Check Off	2-4
3	Non-Discrimination	5
4	Visitation	6
5	Stewards	7
6	Board Rights	8-9
7	Safety	10
8	Jurisdiction (DELETED)	11
9	Employee Rights	12
10	Non-Strike	13
11	Seniority and Layoffs	14-16
12	Vacancies, Promotions and Transfers	17-18
13	New Jobs	19
14	Retirement	20
15	Discipline/Discharge	21
16	Unpaid Leaves of Absence	22-23
17	Grievance Procedure	24-27
18	Hours and Work Week	28-30
19	Paid Leave Time	31-32
20	Holidays	33-34
21	Vacations	35
22	Insurance	36-38
23	General	39-42
24	Jury Duty	43
25	Scope, Waiver and Alteration of Agreement	44
26	Transportation	45-48
27	Salary Schedule	49
28	Termination and Modification	50-51
	Letter of Agreement	52



## ARTICLE 1

### PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the employer and the employee covered hereby.

The Board and the Union have a statutory obligation, pursuant to Act 379 of the Michigan Public Employment Relations Act of 1965 to bargain with respect to rates of pay, wages, hours of employment and other conditions of employment. The parties, following negotiations, have reached certain understandings and it is agreed as follows:

## ARTICLE 2

### UNION RECOGNITION, AGENCY SHOP, CHECK OFF

#### Section 1. Union Recognition

- A. The Board hereby recognizes the Inland Lakes Educational Support Personnel Association, NMEA, MEA, NEA, hereinafter called the "Union" as the sole and exclusive bargaining representative for all regularly scheduled bus drivers, maintenance, secretaries, clerical, school nurse, regular special run drivers, aides, after school monitor aide, cooks, custodial employees and all summer support staff work but excluding central office personnel, substitutes, supervisory personnel and all other employees. Extra summer work is to be offered based on seniority to employees who meet the established qualifications for said positions.
- B. The term "employee" when used in this Agreement shall refer to all employees represented by the Union in the bargaining unit as described above.
1. Full time employee denotes persons employed fifty-two (52) weeks at forty (40) or more hours per week.
  2. School-term employee denotes persons employed during the school session periods of the year.
  3. The term "Board" when referred to shall mean the Inland Lakes School Board of Education.
  4. The term "district" refers to Inland Lakes School District.
- C. The Board agrees not to negotiate with or enter into any Agreement with any employee organization other than the Union for the duration of this Agreement.
- D. Reference to gender in this Agreement shall mean male or female.

#### Section 2. Agency Shop

- A. All employees who are already members of the Union shall as a condition of employment either continue to maintain their membership in the Union or pay to the Union a legally permissible service charge. Employees who become employees after the effective date of this Agreement shall be required as a condition of employment to, within sixty (60) working days of the effective date of this Agreement, or within sixty (60) working days of their date of hire by the Board, as a condition of employment, pay to the Union a legally permissible service charge.

The Union has established a “Policy Regarding Objections to Political-Ideological Expenditures”. That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

- B. An employee shall authorize the deduction of membership dues or (service fees) uniformly required as a condition of this Article so long as the employee is not more than sixty (60) calendar days in arrears of payment of such dues (or fees).
- C. If any provision of this Article is deemed invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State law.
- D. The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.
- E. If the Union refuses to accept any person so hired as a member, said person may continue in employment by paying the regular monthly service fee.
- F. The Union shall indemnify and hold the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in complying with the conditions of this Article.

### Section 3. Check Off

- A. The Board shall deduct the Union dues or service fees from each employee’s pay and transmit the total deductions to the financial secretary of the Union on or before the fifteenth (15<sup>th</sup>) day of each month, following that month in which said deductions were made, together with a listing of each employee, and the amount that is deducted each month provided, however, that the employee shall have signed and authorization card according to law which authorizes such deductions to be made from the employee’s pay, and provided further that the Union submits such authorization card to the Board.

- B. The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Board pursuant to the Article and agrees to indemnify and hold the Board harmless by virtue of such collections and payments to the Union.
  
- C. The Union may request annually, salary step information for each employee as needed for calculation of dues or fees. The District shall provide the information within fifteen (15) business days. Deductions shall be equalized over twenty-one (21) pays and shall be remitted to the Association or its designee monthly as deducted.

## ARTICLE 3

### NON-DISCRIMINATION

The Board and the Union recognize their responsibilities under federal, state and local laws pertaining to the Civil Rights Act of 1964 and subsequent legislation, and affirm that no person shall be subject to discrimination because of sex, race, creed, age, religion or national origin and any other illegal discrimination defined in State and Federal law.



## ARTICLE 4

### VISITATION

Upon request by the Union and the presentation of proper credentials, officers or representatives of the Union shall be admitted onto the Board's premises during working hours to ascertain whether this Agreement is being observed by the parties or for assisting in the adjusting of grievances provided that the visitation shall not disrupt orderly operations. Association representatives shall check in at the building office upon arrival.

ARTICLE 5

STEWARDS

- A. The employees will be represented by a chief steward and two (2) alternate stewards whose names shall be furnished by the Union through written notification to the Board within five (5) working days from the date that the steward or stewards are chosen or selected.
- B. Arrangements will be made to allow the chief and/or alternate stewards time off with pay for the purpose of investigating and receiving grievances upon arrangements being made with their immediate supervisor.
- C. The Board shall supply the chief steward the following written information pertaining to a newly hired employee: name, date of hire, address, classification and job location or assignment.

## ARTICLE 6

### BOARD RIGHTS

- A. The Board on its behalf and on behalf of the electors of the school district hereby retains and reserves unto itself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and the United States including but without limiting the generality of the foregoing, the right:
1. to the executive management and administrative control of the school, its properties, facilities and the activities of its employees;
  2. to manage and direct the working forces including the right to hire, promote, suspend, discharge and demote employees; transfer employees, subcontract, determine the size of the work force and to lay off employees;
  3. determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including the institution of new and/or improved methods or change therein;
  4. adopt rules and regulations;
  5. determine the qualifications of employees including physical and mental qualifications of employees and conditions as supported by an appropriate doctor;
  6. 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;
  7. determine all financial and educational policies;
  8. determine the size of the management organization, its function, authority, amount of supervision and table of organization.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by 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 and then only to the extent such specific and express terms thereof are in conformance with the

Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE 7

### SAFETY

- A. A committee representing the Union and the board will meet as the need arises, to discuss any present or potential safety hazards. Said meeting will be arranged at a mutually agreed upon time. The committee will be comprised of no more than two (2) members from the Union and two (2) representing the Board.
  
- B. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which unreasonably endanger their health, safety or well-being. Employees will be given proper instruction in regard to the operation of equipment and the handling and disposal of dangerous substances, which they may be required to use as part of their assigned duties.

ARTICLE 8  
JURIDICTION

Persons not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of training employees who are covered by this Agreement, experimentation or in cases of emergency.

**Deleted**

## ARTICLE 9

### EMPLOYEE RIGHTS

- A. Employees shall have the right, in accordance with the Board policy, to the use of school building facilities for meetings.
- B. Duly authorized representatives of the bargaining unit shall be permitted to transact Union business on school property prior to 7:00 a.m. and after 4:30 p.m. provided this does not interfere with or interrupt normal school operations.
- C. The Union shall have the right to distribute Union materials to other employees provided it does not interfere in the normal operations of the district. Interference is to be determined by the administrator or supervisor.
- D. The Union stewards who are qualified shall be permitted to use school equipment including computers, photocopiers, and calculators when not otherwise in use as determined by the building administrator. The Union agrees to notify the building administrator prior to the use of school equipment. The Union shall pay for all reasonable cost for materials and supplies and to reimburse the district for any repairs or damage to equipment.

## ARTICLE 10

### NON-STRIKE

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



## ARTICLE 11

### SENIORITY AND LAYOFFS

- A. A newly hired employee shall be on a probationary status for sixty (60) working days taken from the first (1<sup>st</sup>) day of employment. If at any time prior to the completion of the sixty (60) working days probationary period the employee's work performance is unsatisfactory, the employee may be dismissed without appeal by the Union. If there are extenuating circumstances and it is mutually agreeable, the probationary period may be extended for thirty (30) working days. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school session period in which their job is not operative, shall work additional days equal to the number of days that the employee was absent, or equal to the number of days that the job was not operative, and such employee 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 date of employment. The employee's seniority status shall be determined by the employee's continuous service in a bargaining unit position.
- C. If the Board determines that it is necessary to reduce the number of employees through layoffs, the affected employee or employees shall be given a minimum of three (3) weeks written notice prior to the date that the scheduled layoff or layoffs are to be effective. Employees shall be laid off and recalled according to their seniority in their classification provided the senior employee can perform the job responsibilities. The transportation aide shall be classified with all other aides. In the case where the Board eliminated an employee's position, that employee shall have the right to exercise their seniority and displace a lesser seniority employee within the same classification. All bumping shall be completed within ten days of written notice of layoffs. No separate notices of layoff will be required to employees laid off by virtue of bumping.

An employee who is laid off by the Board shall have the right to exercise their seniority within his/her former classification and return to a vacant position which would occur during their layoff period, provided that the employee has the necessary qualifications to perform the duties of the job involved. This provision would in no way impair the employee's ability to return to their classification from which they were originally laid off provided that the job responsibilities have not changed. Employees who have been reduced in hours shall have first right to hours/positions that will return them to a pre-reduction status.

Laid-off employees who retain recall rights and are interested in substituting must sign up with the Superintendent's secretary at the beginning of the semester. If laid-off employees request work in classifications in which they have no Inland Lakes experience, the supervisor of that classification(s) will certify their qualifications for jobs in that classification. Any question relating to qualifications at any time shall be determined solely by the Superintendent. Such laid-off employees shall be called first for substituting in positions for which they are qualified as described above. Employees may continue benefits as provided by COBRA at his/her own expense. In no case shall a new employee be employed while there are laid off employees within that classification who are eligible for recall and who are currently qualified for the position.

If a laid-off employee refuses or cannot be contacted for three (3) consecutive substitute assignments, there will be no obligation to contact that person for the remainder of the semester. The employee shall provide up to two phone contact numbers. A phone log of contacts to the Employee shall be maintained.

D. An employee will lose their seniority for the following reasons:

1. The employee resigns.
2. The employee is discharged for cause.
3. The employee is laid off for a period of three (3) years or a period of time equal to their seniority, whichever is the lesser.
4. The employee is absent for three (3) consecutive working days without properly notifying the Board, or without a good and sufficient reason.
5. The employee who is laid off, fails to notify the Board of their intent to return to work within three (3) working days from the date that the employee receives notification by certified mail from the Board of the fact that they are to return to work.
6. The employee retires.
7. The employee does not return from a long-term leave of absence on the first work date after the leave of absence has ended and employee has provided no notification on intent or inability to return from the leave of absence.

E. Seniority shall be retained for any employee who is promoted to either a permanent confidential or permanent supervisory position outside of the bargaining unit within the school district for up to one year, with

that employee having the right to exercise the seniority that they had accumulated while they were a member of the bargaining unit if the employee vacates their position outside of the bargaining unit and returns to the bargaining unit.

- F. An updated seniority list shall be furnished to the chief steward and a copy sent to the Union on or before October 1<sup>st</sup>, of each year. Such list shall contain each employee's name, date of hire, classification seniority and district-wide seniority. Seniority in classification shall be as of date of entry into the classification. The classifications are: a. aides, b. secretary, c. cook, d. bus driver, e. custodial, f. maintenance, g. transportation aide. Objections to the seniority list shall be submitted within ten (10) days of the posting of the list. The parties will discuss the disputed placement. The Union and Board shall reach agreement as to seniority list placement. Thereafter, the list shall be final and conclusive for that school year.

## ARTICLE 12

### VACANCIES, PROMOTIONS, AND TRANSFERS

#### Section 1. Vacancies and Newly Created Positions

- A. A vacancy shall be defined as any bargaining unit position newly created or not currently filled which the Board intends to fill. Any employee who has completed their probationary period may apply for a posted vacancy. Permanent vacancies shall be filled within thirty (30) days of the application deadline, provided there are qualified applicants.
- B. Notice of all vacancies shall be included with the employee's regular paycheck and/or posted on the employee's bulletin board five (5) working days prior to the deadline for applications.
- C. Employees desiring notification of vacancies occurring when school is not in session shall be notified by first class mail with notice of mailing at their mailing address, provided the employee has a written request filed at the Board office. Requests must be renewed at the end of each school year.
- D. Employees as well as non-employees may apply for a vacancy in any classification. Qualifications and relative ability being equal, preference will be given to the employee. If more than one employee is equal in qualifications and relative ability, seniority in the district from date of hire by the Board shall prevail. In filling vacancies for weekend custodian or any other position, the Board has the right to decide whether an individual may work in dual classifications regardless of whether the individual's subsequent dual schedules would have no overlapping hours.

#### Section 2. Temporary Vacancies

- A. In the event of a temporary vacancy, up to twenty (20) work days, the Board shall have the right to hire a temporary employee, provided that the Board offers the temporary vacancy to the following: 1. existing employees who are working fewer hours within that same classification, 2. qualified persons on layoff from that classification, 3. persons in a classification with a lower daily rate of pay per Schedule A. If an existing employee accepts the temporarily vacated position, the newly hired employee may then fill any remaining vacancy. Seniority shall not accrue in the temporary assignment for the employee except for laid off employees who shall earn seniority. Temporary vacancies are deemed to be temporary and will be posted as soon as it is known that the regular employee will be off the job for more than twenty (20) work

days but is due or scheduled to report back to their regular work assignment. After sixty (60) days worked in a new temporary position, the employee shall be entitled to all of the benefits of the position. If the employee returns to their former position from their absence, then the affected subsequent employees will revert to their former position, and the temporary employee shall be laid off. If the regular employee does not return to their former position from their absence, then as of the date that such determination is made, the position will then be considered to be vacant and will be filled as specified under the terms of this Article.

- B. At the beginning of each semester, employees who wish to substitute will sign up for one of the following positions: school secretary, and EI, and Autistic aides. In positions where highly qualified is required, the most senior employee on the list meeting those qualifications will be identified as the qualified substitute for that position. A qualified substitute may substitute in the designated position only.

The first five (5) days of an employee's absence will be offered to a substitute at the Board's discretion. If an employee in one of the identified positions (see above) is absent and the absence is expected to be at least five (5), but less than twenty (20) days, the identified qualified substitute may substitute for the absent employee. If the identified employee substitutes is not available, the position may be filled at the discretion of the Board.

### Section 3. Job Descriptions

Job descriptions shall be distributed to the affected bargaining unit members within sixty (60) days of any change in the description.

### Section 4. Involuntary or Voluntary Transfers

- A. Any employee involuntarily transferred to another classification within the bargaining unit shall be paid at the higher rate of the two.
- B. Involuntary transfers shall be for a period of no longer than thirty (30) calendar days unless both parties mutually agree to an extension.
- C. Voluntary assignments can be made up to 100 accumulative working hours per position, without posting, at the rate of pay per classification, which is the highest rate of pay.

## ARTICLE 13

### NEW JOBS

The Board will notify the Association President in writing when there has been a change or addition in the present job classification that fall under the collective bargaining agreement. The Board will establish the rate of pay for the classification and send such notice to the Union. If the Union does not agree to the rate established by the Board, then such rate will be subject to negotiations.

ARTICLE 14

RETIREMENT

Upon retirement, the Board shall permit the retiree to continue the insurance programs at the employee's expense. This provision is subject to the restrictions and approval of the insurance carrier.

## ARTICLE 15

### DISCIPLINE/DISCHARGE

- A. Dismissal, suspension and/or any other disciplinary action of non-probationary employees shall be only for just and stated causes. All actions shall be furnished to affected employee or employees in writing with a copy sent to the chief steward and the Union. The employee shall have the right to defend themselves against the charges. Among the causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action, shall include but shall not be limited to the following: drunkenness, use of controlled substances (such as but not limited to marijuana, cocaine, opiates, amphetamines, and phencyclidine), dishonesty, insubordination, sexual harassment, or willful violation of Board rules, or any fashion of criminal sexual contact with a student.
- B. The Union, with specific written consent of the employee, shall have the right to review the personnel file of an employee upon making the request to the administration. An employee upon making request shall have the right to review the contents of their own personnel files maintained by the Board, in the Board of Education offices under the supervision of a designated school employee. Such review shall not include any confidential information.
- C. Employees have the right to submit materials to the superintendent for inclusion in their personnel file in compliance with the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 *ET. SEQ.*
- D. Employees shall be informed of FOIA requests for the Employee's personnel file prior to the disclosure of the file within three (3) work days of the Board's receipt of the FOIA request.



## ARTICLE 16

### UNPAID LEAVES OF ABSENCE

- A. A nonprobationary employee who because of illness or accident which is non-compensable under the Worker's Compensation law, is physically unable to report to work and has exhausted all means of allowable compensation from the Board shall be granted a leave of absence for up to one (1) year which may be extended beyond one (1) year at the discretion of the Board. To be considered, the employee must notify the Board of the necessity thereof, and supply the Board with a written medical statement and the length for such leave and the expected date of return to work.
- B. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- C. Upon notice from a physician that the employee has developed a disabling condition, the employee shall furnish the Board with a written statement from his/her physician stating the approximate leave date and extent of the disability including any restrictions on the employee's ability to perform regular job duties. The statement shall also contain the date of anticipated return or the anticipated length of time the employee would be physically unable to continue to perform job duties. If the employee is required by the physician to temporarily cease work due to the disabling condition(s), the employee shall immediately, upon the exhaustion of all paid sick days, be placed on an unpaid leave of absence. Such employee shall be permitted to return to work upon presentation of a signed statement from the physician verifying that the employee is physically able to return to work.
- D. Military Leave
  - 1. A leave of absence shall be granted to any employee who (a) is called up to active military duty, or (b) is drafted for active military duty, or (c) enlists for active military duty in any branch of the armed forces or Coast Guard of the United States while a call-up of military reserves or a draft is in effect. The leave of absence shall be automatic; however, the employee shall provide the employer as much notice as possible (the parties understand that national security considerations may delay notice of a call-up order).
  - 2. The leave shall be for the duration of the call-up, induction (draft) or enlistment, plus, if requested by the employee, a period of time up to a duration equal to the balance of the school year.

3. Seniority, salary schedule, experience, leave day accrual and all other contractual rights shall continue to accrue as if the employee were actively working for the school district.
  4. The employee shall have the right to return to active employment within forty-five days of being released from active duty or at the beginning of the school year immediately following the end of his/her period of active duty. In either case, the employee must provide written notification of his/her intentions to return at least three weeks prior to the expected first work day.
- E. Leaves of absence will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purposes of handling civil disorders or other emergencies, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
- F. Any employee who is either elected or appointed to a full-time office or position in the Union whose duties require their absence from work may be granted a leave of absence for up to one (1) year which may be extended upon approval by the Board.
- G. All reasons for leaves of absence shall be in writing stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Board and a copy furnished to the employee.
- H. An employee granted the leave of absence without pay shall not accrue seniority except when on medical or active military leave. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed in this Article when they are deemed beneficial to the employee and/or the Board.

## ARTICLE 17

### GRIEVANCE PROCEDURE

#### Definitions:

- A. A grievance shall be defined as an alleged violation of the express terms and conditions of this Agreement.
- B. "Days" shall be defined as any day in which students are in session or during the summer when central office is open for business.
- C. The time elements in the steps may be extended upon written mutual agreement between the parties.
- D. Any employee or Union grievance not presented in writing through the grievance procedure within fifteen (15) days of the occurrence of or the discovery of the condition giving rise to the grievance shall not be considered grievable.
- E. Any grievance not appealed within the specified time limits set forth in that step be considered to be settled on the basis of the decision rendered at the previous step of the grievance procedure. If the Employer, at any step, fails to communicate their decision on the grievance in writing to the Union within the prescribed time limits, the Union then may process the grievance to the next step.
- F. During all steps of the grievance procedure the employee shall work as directed by their immediate supervisor, even if such assignment is subject to the employee's grievance, except where the employee has filed a safety grievance pertaining to their assignment. This refers to assignments in classification only.
- G. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants.
  - 2. It shall be specific.
  - 3. It shall contain a synopsis of the facts of the alleged violation
  - 4. It shall cite the Article or Section of the Agreement, which has been violated.
  - 5. It shall contain the date of the alleged violation.
  - 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the time limitations.

- H. The Union may file a grievance in a case, which involves the entire bargaining unit.

#### Step One

- A. Any employee having a grievance shall discuss the grievance with their immediate supervisor. A Union representative may be present at the Employee's request. If the grievance is not settled orally with their immediate supervisor, the employee may request a meeting with the chief steward to discuss the grievance.
- B. Following the oral discussion, the grievance may be reduced to writing and submitted to the immediate supervisor.

#### Step Two

- A. The chief steward and/or the grievant shall meet with the immediate supervisor to discuss the grievance within five (5) days of its written submission.
- B. The immediate supervisor shall give his decision in writing relative to the grievance within five (5) days of the meeting with the chief steward and/or the grievant.

#### Step Three

- A. Any appeal of a supervisor's decision shall be presented in writing to the superintendent, by the Union, within five (5) days from the date of receipt of the supervisor's answer, and the superintendent shall meet with a Union representative.
- B. The superintendent shall give his/her decision in writing within five (5) days of the meeting.

#### Step Four

- A. If the appealing party is not satisfied with the superintendent's disposition, then within five (5) days from the receipt of the superintendent's answer, the grievance may be appealed to the Board, and the Board shall hear the grievance at the nearest regularly scheduled meeting.
- B. The Board shall give their decision in writing within twenty (20) days from the date of its meeting.

#### Step Five

If the grievance is not resolved in Step Four (4), it may, within ten (10) days after the Board's decision at Step Four (4), be appealed to mediation under PERA; such appeal shall be in writing with copies to the Michigan Employment Relations Commission and the Board within the ten (10) days.

#### Step Six – Arbitration

- A. If the appealing party is not satisfied with the disposition of the grievance through State mediation, then within ten (10) days from the final mediation the grievance may be submitted to arbitration. Written notice of the intent to demand arbitration shall be served on the superintendent within the ten (10) day time limit.
- B. The arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association, which shall likewise govern the arbitration proceedings.
- C. The Union or the Board may call any person as a witness in any arbitration hearing.
- D. Each party shall be responsible for the expenses of the witnesses that they may call.
- E. The fees, expenses and filing fees of the arbitrator shall be borne solely by the non-prevailing party. If the arbitrator does not grant an award, which clearly grants the decision to one (1) party, the fees, expenses and filing fees of the arbitrator shall then be shared equally between the parties.
- F. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- G. The arbitrator shall render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the hearing.
- H. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union.
- I. The powers of the arbitrator are subject to the following limitations:
  - 1. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - 2. He/she shall have no power to establish salary scales or to change any salary.

3. He/she shall have no power to neither change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board. The arbitrator cannot substitute his/her judgment as to the reasonableness of actions taken by the Board. The arbitrator can rule regarding Board action(s) that violate the contract or based on factual presentation but not based on reasonableness of Board action.
4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management and Union and shall so construe the Agreement that there will be no interference with such responsibilities except as may be specifically conditioned by this Agreement.
5. He/she shall have no power to interpret State or Federal Law.
6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule as to the arbitrability of the grievance.
7. Individual employees may not arbitrate a grievance.
8. Probationary employees may not arbitrate their dismissal.

## ARTICLE 18

### HOURS AND WORK WEEK

#### Section 1. Work Week and Day

- A. The regularly scheduled workweek shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending 168 hours thereafter.
- B. Employees who work three (3) to six and one half (6.5) hours per day shall have one (1) fifteen (15) minute break; more than six and one half (6.5) hours but less than seven (7) hours per day shall have two (2) fifteen (15) minute breaks; more than seven (7) hours but less than eight (8) hours will have a thirty (30) minute lunch plus one (1) fifteen (15) minute break; eight (8) hours per day shall have two (2) fifteen (15) minute breaks plus a thirty minute paid lunch.
- C. Nothing contained in this section shall guarantee the employees either eight (8) hours per day or forty (40) hours per week.

#### Section 2. Overtime Rates will be Paid as Follows

- A. Time and one-half (12) will be paid for all time worked in excess of eight (8) hours in a twenty-four hour period unless the Board and the Union agree to a regular schedule of longer work days for a classification(s) (example: four ten hour days). In that instance, time and one-half (12) will be paid for hours beyond the regular shift. Time and one-half (12) shall be paid for time worked in excess of forty (40) hours in one work week for which overtime has not already been earned.
- B. Double time will be paid for all hours worked on Sunday except as in E) below.
- C. No employee will be required to take time off from their normal schedule of work during the week in place of receiving any overtime compensation for any hour worked.
- D. All overtime work must have the approval of the superintendent or his/her designated representative before such work is performed.
- E. No employee would normally be scheduled to work on Saturday or Sunday as a part of their regular work week with the exception of two full or part-time custodians. If a person is needed to work on either Saturday or Sunday as a part of a scheduled work week, the position will first be posted for bidding. Where the work week includes Saturday and/or Sunday, no premium amounts such as double time on Sunday

shall apply. If bids are received, the Board shall award the position to the most senior employee making application. If none of the bargaining unit employees bid for the position, the Board may either hire an employee to work the scheduled hours or the Board may assign the lowest seniority employee within that same classification to work the scheduled hours. In filling vacancies for weekend custodian or any other position, the Board has the right to decide whether an individual may work in dual classifications regardless of whether the individual=s subsequent dual schedules would have no overlapping hours.

- F. All paid work time shall count towards the calculation for overtime hours. However, paid sick leave and paid personal leave days shall not count in calculating overtime hours.

### Section 3. Distribution of Overtime

Employees who are either assigned to a building or department, overtime shall be divided and rotated as equally as possible according to seniority within the building or department and among those employees within that classification who regularly perform that work.

### Section 4. Call in Pay

Whenever an employee is called back to work after the completion of or prior to the start of the employee=s regularly scheduled working hours for a previously unscheduled work activity, the employee shall receive the pay for the actual time worked at the appropriate rate of pay or a minimum of two (2) hours pay at the employee=s straight time hourly rate, whichever is the greater. For bus drivers the rate of pay used will be the extra-trip rate of pay for actual time worked or a minimum of one regular trip, whichever is greater. Parent conferences will be scheduled in conjunction with a driver=s regular run.

When employees report to work and then are directed to leave work, the employee including bus drivers, shall receive pay for actual time worked or a minimum of two (2) hours pay, whichever is greater.

### Section 5. Meetings/Training Sessions

If an employee is required to attend a meeting or training session during the hours not used in the performance of his/her duties, the employee shall be paid his/her regular rate of pay for hours in attendance except Article 15, shall apply for bus drivers. Whenever such meeting or training session is required during hours regularly scheduled for duty, the employee shall be paid his/her regular rate of pay for the hours in attendance except bus drivers who shall be



paid their regular trip pay for each regular trip missed while in attendance. Travel to and from such events shall not be considered attendance time.

## ARTICLE 19

### PAID LEAVE TIME

#### Section 1. Sick Leave

- A. Employees shall earn one-half ( $\frac{1}{2}$ ) day per payroll to ten (10) sick leave days per year and such days shall accumulate to a maximum of forty-five (45) days. Employees who begin the year with forty-five (45) days shall earn additional days at one-half ( $\frac{1}{2}$ ) day per payroll to ten (10) sick leave days that year as long as their total remains at forty-five (45) or above throughout the year. If the accumulation goes below 45 during the year, the ceiling becomes 45 for the rest of the year. The following year, the employee would again start at forty-five (45) days. Employees who have forty-five (45) days of sick leave in June shall receive a \$300 bonus each year that they carry the forty-five (45) days.
- B. Past accumulated leave days that have been frozen will be credited to the individual's sick leave account even if this exceeds the forty-five (45) day maximum.
- C. Employees who are unable to perform their duties because of illness or disability should notify their immediate supervisor of the fact as far in advance as possible but not later than one (1) hour before their scheduled reporting time. If the employee's illness or disability extends beyond the first (1<sup>st</sup>) work day, the employee and the immediate supervisor may make arrangements as to the frequency of continued notification of the illness or disability.
- D. Records of sick leave accumulated and taken shall be furnished to each employee on or about October 1<sup>st</sup> each year.

#### Section 2. Funeral Leave

Employees shall be granted up to five (5) working days off with pay upon the death of a member of the employee's immediate family. Immediate family shall be considered as mother, father, sister, brother, husband, wife, son, daughter, similar-in-laws, similar step-family, grandchildren, grandparents and any other person who is a permanent resident of the employee's household. An employee shall be granted, upon written request, one (1) day to attend the funeral of another person. These days shall be with pay and shall be deducted from sick leave. If no sick leave is available, the absence shall be without pay. Additional time off may be granted and charged to earned leave days.

#### Section 3. Personal Leave Days

Employees shall be granted three (3) days per year for personal leave upon prior notification and approval by the immediate supervisor and the superintendent at least forty-eight (48) hours in advance except in the event of an emergency wherein a shorter period of notification may be acceptable. Personal leave days are to be used for personal business where there is a personal need, duty or obligation to conduct business which cannot be conducted on a day other than a school day. Personal leave days may be used in one-half (1/2) or one-third (1/3) day increments where 1/3 day increments is warranted based on the individual employee's schedule and approved by the superintendent. Such days are not deducted from the employee's sick leave. If one (1) day or only a fraction of a day remains, it may be carried over to the next school year for a total accumulation of four (4) days.

#### Section 4. Adjusting Paid Leave Time

If an employee has arranged for paid leave time, but administration closes the school, then said employee shall not be charged with the leave time. Further, if an employee is on paid vacation or personal leave and becomes ill, he/she shall have the right to change the paid time off to sick leave.

#### Section 5. Worker's Comp/Retirement

State law dictates how paid leave time shall count as days worked for purposes of worker's compensation and retirement. For purposes of seniority, paid leave time shall count once probationary time is fulfilled.

#### Section 6. Union Leave

The Union shall have five (5) days per year for union leave at no loss of pay to the employee. The Union will pay the cost of a substitute if one is hired.

ARTICLE 20

HOLIDAYS

- A. The Board will pay the normal day's pay for the following holidays for employees according to the specified schedule even though no work is performed by the employees:

Twelve (12) Month Employees

New Year's Day  
Memorial Day  
July Fourth including summer rec  
Labor Day  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Day

School Term Employees

New Year's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Labor Day	Christmas

- B. Employees required to work on any of the above named holidays shall receive time and one-half (1½) for hours worked in addition to their regular holiday pay.
- C. If the employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday or the employee shall receive an additional day's pay for the holiday.
- D. To be eligible for holiday pay, an employee must have completed their probationary period, and the employee must have worked their last regularly scheduled workday before the holiday and their first regularly scheduled day after the holiday.
- E. Persons off sick on the day before or the day after the holiday shall be required to submit a medical statement from a doctor to receive their holiday pay.
- F. If the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; if the scheduled holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. If either the Friday prior to the holiday or the Monday after the holiday are school session days, the employee shall be granted a day off with pay for the holiday on a future date that is

determined by the Board. Such day shall be scheduled either in conjunction with employee's scheduled vacation or weekend.

## ARTICLE 21

### VACATIONS

- A. Employees who work twelve (12) months per year shall receive an annual paid vacation according to the following schedule:
1. One (1) year of service = One (1) week vacation with pay.
  2. Two (2) years of service = Two (2) weeks vacation with pay.
  3. Five (5) years of service = Three (3) weeks vacation with pay.
  4. Ten (10) years of service = Four (4) weeks vacation with pay.
- B. All vacation time may be taken throughout the year with the prior approval of the immediate supervisor and the superintendent. To be eligible for such vacation, an employee must have worked one (1) full year from the date of hire.
- C. Vacations will be paid at the employee's normal rate of pay. If two (2) or more employees apply for vacation time covering the same time period, the following factors will be taken into consideration in granting the vacations:
1. Seniority in classification.
  2. Necessity of the person's absence during the requested leave period.
- D. Employees terminating employment or who are placed on a leave of absence shall receive a pro rata vacation allowance based upon 1/12 of their vacation pay for each month or major fraction thereof between the employee's anniversary date and the termination date or the date that the employee is placed on the leave of absence, whichever is applicable.
- E. Except for D above, vacation days must be taken. There will be no carryover or payment for unused vacation days.

Article 22  
INSURANCE

Section 1. Medical Insurance

The Board shall pay the Premium cap amount at the same as what it was for the 2010-2011 rates for the 2011-2012 premium for the employee and the employee's dependents\* for the MESSA Choices II with a \$10/20 Rx card, \$20.00 office call; \$100/200 deductible. Any of the \$3800 for Rx reimbursement not spent in each year will roll over to the next and any left over in June 2011 shall be available until exhausted. Reimbursement for Rx and deductibles are for 2009-2010 and 2010-2011 only. Employees will pay anything over the 2010-2011 premium amount by payroll deduction September 1, 2011.

Effective September 1, 2012 the District will pay 80% of the premium rate for the 2012-2013 school year OR what was paid by the District in the 2011-2012 school year, which ever is greater.

Effective July 1, 2013 the District will pay toward the health insurance premium rate, 80% if the amount paid for the 2012-2013 premium rates. Effective July 1, 2013 any cost amount beyond the Board's contribution shall be subject to payroll deduction starting with the first pay in July, 2013.

MESSA PAK:

A. For those needing health insurance:

MESSA Choices II as described above  
Delta Dental (80/80/80 - \$1,000 Maximum for Class I & II)  
Negotiated Life \$10,000 AD&D  
Vision VSP3 Gold  
Long Term Disability - (66 2/3%, 90 calendar days modified fill)

B. For those not needing health insurance:

Delta Dental (80/80/80 - \$3,000 Maximum for Class I & II)  
Negotiated Life \$20,000 AD&D  
Vision VSP3 Gold  
Long Term Disability - (66 2/3%, 90 calendar days modified fill)

If abortion coverage means the loss of state aid, it will be removed from the policy.

\*It is hereby agreed between the parties hereto, that any employee hired by the Board after November 1, 1995, who falls under the terms of this Agreement, must work a minimum of seven (7) hours per day, or thirty-five (35) hours per week in order to receive the Board paid insurance for the employee

only. No employee within the bargaining unit who was hired prior to November 1, 1995 shall be caused to lose any insurance entitlements per contract and /or state law. Eight (8) hour employees shall maintain insurance per contract.

## Section 2. Payment of Premiums

The Board shall pay the herein described insurance coverage premiums for each of the employees who are so eligible for the full twelve (12) months of each year. If the employee is placed on a medical leave of absence, the Board shall continue to pay the hospitalization insurance premiums for the first six (6) months that the employee is on the medical leave, and the employee is then responsible for the payment of the premiums for the second (2<sup>nd</sup>) six (6) months of the medical leave of absence.

Upon separation, the Board shall carry the employee's hospitalization premiums for insurance for the remainder of that month plus thirty (30) days.

The Board shall be allowed to purchase the hospitalization, life, dental and vision insurance from MESSA as separate insurance or as a MESSA PAK.

All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.

Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.

The Board by payment of the premium payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.

## Section 3. Cash Option

Those employees who are eligible for health insurance but who do not take health insurance, shall receive paid by the Board a monthly cash payment of \$100 which may be applied toward an annuity in accordance with the district's Section 125 plan.

## Section 4. Layoff



Employees who, during the course of a school year, are reduced in hours from full-time to part-time continue to receive benefits for two months upon expiration of MESSA assistance.

## ARTICLE 23

### GENERAL

#### Section 1. Tax Sheltered Annuities

The Board agrees to deduct the premiums for variable tax deferred annuities solely to be paid for by the employee, and the Board shall remit such premiums to the Board approved insurance company. An employee may designate as to the approved insurance company that the premiums are to be submitted to, only during open enrollment in October, or at the beginning of the second semester, no more than twice per year.

#### Section 2. Resignation

- A. An employee desiring to resign from their employment with the Board shall file a letter of written resignation with the superintendent of schools at least ten (10) working days prior to the date that such resignation is to become effective.
- B. An employee who resigns from their position in the manner herein described shall maintain their rights to any earned allowable separation benefits.

#### Section 3. Deductions

The Board agrees to make available to employees any payroll deduction services which are available through the Board such as savings bonds, credit union, etc. Employees may, no more than twice a year which shall be at the beginning of the first (1<sup>st</sup>) semester and the beginning of the second (2<sup>nd</sup>) semester of the school year, either initiate a deduction or change a deduction service which is available through the Board.

#### Section 4. Physical Examination

The Board agrees to pay the full cost of any physical examination required of the employee by the Board with the Board's designated physician within the area.

If the employee(s) wishes to go to a doctor of their own choosing, the Board shall pay the cost of the physical up to an amount equal of that charged by the Board's designated physician. However, the Board's physician shall be used in disability cases, etc.

#### Section 5. Inclement Weather Days

Nothing in this contract shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by acts of God. When the schools are closed to students due to the above conditions, school year employees shall not be required to report for duty but shall receive full pay for first four (4) days. Any additional acts of God/inclement weather days incurred will be without pay and will not be required to make up unless determined by state mandate.

Any make-up days may be scheduled immediately following the last student day in June and will be paid at the time of service.

Only the necessary state mandated hours will be made up.

When students are sent home early due to an Act of God, support personnel may leave work one (1) hour after the buses take the children home, with no further pay or may stay and work their complete shift. Night shift custodians must decide individually if the weather is too bad to report. They too will be paid only for time worked.

#### Section 6. Mileage

Employees who are required to use their own transportation for carrying out their job responsibilities for the Board shall be reimbursed for all such miles driven at the regular rate and procedure as established at 0.5 five cents less the IRS rate at that time, in January each year.

#### Section 7. Bulletin Boards

- A. Bulletin board space shall be made available by the Board at each of the buildings where there are employees, with the bulletin board space to be used by the Union, and with such bulletin board space to be used for the following notices:
1. Recreational and social affairs of the Union.
  2. Union meetings.
  3. Union elections.
  4. Reports of the Union.
  5. Rulings or policies of the local or international Union

- B. Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Board, any of its employees, or any other labor organization among its employees, and no materials, notices or announcements which violate the provisions of this Section shall be posted. The posting of all such notices shall be done by either the Union officers, representatives, the chief or alternate steward.

### Section 8. Uniforms

Each maintenance and custodial employee shall be furnished with three (3) pair of trousers and three (3) shirts not to exceed \$150 total. All food service employees shall be provided with three (3) uniforms *not* to exceed \$150 total. The uniforms will be furnished to the employees each year, at no cost to the employee, and the employee will be responsible for the maintaining and laundering of such uniforms, and such uniforms shall be worn during working hours.

### Section 9. Alternate Rate of Pay / Timesheets

- A. A newly hired employee shall be paid fifty-cents (\$.50) less than the specified base rate of pay, or the minimum wage, whichever is the greater, during the employee's probationary period, and then upon completion of the probationary period, the employee shall be paid the specified rate of pay. Newly hired is to be interpreted to mean a new employee. Therefore, an employee who changes jobs (i.e., a bus driver becomes a custodian) will not be subject to the fifty cents (\$.50) less than the base rate of pay.
- B. Written notification shall be given if time sheets are altered.
- C. Health care aides (those who are required to provide health services to a student(s) pursuant to an IEP/504) shall have their hourly rate increased by fifty (.50) cents.

### Section 10. Longevity Pay

Employees who have completed the following consecutive years service with the District will receive the following longevity payments at the end of the school year (non-prorated):

10 years:	\$500
15 years:	\$750
25 years:	\$850

## Section 11. Legal Protection

If any case of criminal assault by a student or another employee shall be reported to the Board involving an employee, the time spent by the employee shall not be charged against the employee, provided that the employee is not found guilty of such charge. Any injury resulting from an assault which disables an employee will be treated in the same manner as any other illness or disability covered in this contract.

## Section 12. Schedules

- A. Twelve (12) month employees will be scheduled for the full calendar year.
- B. School term employees shall be scheduled as needed by the employer. On early release days, the Principal may authorize the employee to work a full day. Staff required to stay on PD ½ days shall be given two weeks advance notice.
- C. The maintenance classification shall be scheduled as twelve-month employees.
- D. Custodians shall be at least 200 day employees.

## Section 13. Representative to School Improvement Committee

Upon management request support staff may have a representative, appointed by the union, to a building school improvement committee. Such representation shall be with full release time with no loss of pay for meetings scheduled during regular work hours. Service on this committee shall be voluntary.

## Section 14. Substitute Personnel

The regular substitute rate of pay shall be fifty cents (\$.50) less per hour than regular pay for all substitute employees who are working on a day to day basis, however, substitute bus drivers shall be paid the same rate as regular drivers.

## Section 15. Substituting

No employee shall call substitutes for the ILESP bargaining unit.

## ARTICLE 24

### JURY DUTY

Employees who are requested to appear for jury duty shall receive their pay for such time lost as a result of such service, less any compensation received for jury service. This does not include reimbursable expense. If an employee is subpoenaed by the Board as a witness in any case connected with their employment, the employee will be paid their full pay. Employees shall return to work if released from jury duty or as a witness early enough to allow them to return to work and put in a minimum of one half (1/2) day or more.

## ARTICLE 25

### SCOPE, WAIVER AND ALTERATION OF AGREEMENT

#### Section 1. Scope

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations of and restrictions imposed upon the Board and the Union. This Agreement is subject to amendment, alteration or additions only by subsequent written agreement between and executed by the Board and the Union. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

#### Section 2. Waiver

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

#### Section 3. Alteration of Agreement

If any Article or Section of this Agreement or any supplements thereto should be held invalid or restrained by operation of law, or by any court or tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 26  
TRANSPORTATION

Section 1. Bus Driver Provisions

- A. Each of the rates of pay as specified are to be paid at an hourly rate, with the exception of the bus driver rate which shall be paid by the trip, and overnight, plus hotel and the meal allowance, which shall be paid as an allowance. When the bus drivers take extra trips during normal meal times (7-8:30 a.m., 11:30-1:00 p.m., 5:30-7:00 p.m.) the Board shall reimburse the actual cost of a purchased meal up to a total of \$650 per fiscal year. Receipts must be submitted within 2 weeks of the expenditure.
- B. The special driver rate of pay is defined as being pay for the transportation of vocational students or special education students, or both to academic programs outside of the district.
- C. Bus drivers shall receive an additional one-half (1/2) hour pay for washing the bus not to exceed one hour per week.

Section 2. Bidding on Runs

Bus drivers will bid on runs annually by seniority. Bidding will take place no later than twenty-one (21) calendar days after the first student day.

Section 3. Extra Bus Runs

Extra bus runs shall be divided and rotated equally among all of the bus drivers based on seniority who indicate to the transportation supervisor that they wish to drive extra runs.

Section 4. Extra Trips

- A. Bus driver who take extra trips, which cause them to miss their regular runs, shall be paid for the regular run and the extra trip less one and one half (1 1/2) hours. Drivers must drive their regular run if the extra trip leaves within fifteen (15) minutes of the end of the regular run.
- B. All extra trips shall pay a minimum of two (2) hours. Drivers will be on duty for that time and may be assigned duties by the transportation



supervisor. Drivers will not be paid if an extra trip is cancelled, but will be the first driver offered the next unassigned extra trip. However, trips cancelled without notice will be paid as if they were taken.

- C. During the extra trips the driver will consult with the coach or teacher whether additional stops for the students will be made for such things as meals and rest stops. Driver makes final determination whether to stop in inclement weather.

#### Section 5. Additional Compensation

Each bus driver who does not qualify for the long term disability plan shall receive an additional fifty cents (\$.50) per run compensation in lieu of the sick leave plan, with such compensation to be paid at the end of the school year. In addition, drivers shall receive VSP2 single coverage for 12 months fully paid by the Board.

#### Section 6. Uniforms

Bus drivers who have worked for the Inland Lakes Schools for two (2) years shall receive a jacket.

- A. Drivers select the jacket, which will not exceed \$60 per jacket.
- B. All drivers get the same style/color jacket.
- C. Jackets must have a visible reference IL transportation.

#### Section 7. Bus Driving School

Each bus driver who attends the State required bus driving school, shall be paid at the special driver rate of pay for all hours the bus driver attends such school.

Bus drivers, upon successful completion, shall be reimbursed by the Board for the cost of all licenses and testing fees that are required by the State of Michigan.

#### Section 8. School Buses

All buses will be kept at the bus garage. No bus driver or special driver will be allowed to keep the bus at his/her home.

#### Section 9. Substituting

- A. Substitute drivers shall be paid the same rate as regular drivers.

- B. Laid off drivers who substitute shall receive the regular rate of pay if they are needed for two (2) weeks at a time and if it is known two days in advance of the substituting driver starting. (There shall be no day-to-day accumulation, such as subbing for someone on jury duty.)

#### Section 10. Kindergarten Runs

When the District holds half-day kindergarten, the kindergarten drivers shall be paid for only the actual runs driven on school calendar days.

#### Section 11. Elimination of a Bus Run

Whenever it is determined by the Board that it is necessary to eliminate an entire bus run or runs, the affected employee or employees shall have the right to exercise their seniority and displace a lesser seniority driver in order that the affected employee or employees would be able to maintain their same number of bus runs. The employee whose run is eliminated or who is bumped by a more senior driver and does not possess enough seniority to displace another driver shall either be laid off, or caused to drive a fewer number of runs, whichever is applicable. Bumping would only apply in the instance where the run the driver was to assume would not conflict with any of the driver's present runs. The sequence of bumping shall be completed on the basis of seniority within ten (10) days of written notice of a reduction of positions with the least senior person(s) being given notice of layoff.

#### Section 12. New Bus Driver Start-up Costs

The cost of acquiring a CDL license will be the employees' responsibility. The cost of the CDL license will be reimbursed by the Board after six (6) months of successful driving. New bus drivers will be reimbursed by the Board of Education for start-up costs to include fingerprinting, physicals and drug screening after successful completion of these tests.

#### Section 13. Summer Education

The summer education bus driver will be employed per program. The pay for this work shall be a daily rate (AM/PM pick-up) at \$50.00 per day. Special trips/field trips will be paid at the bus driver's extra trip rate.

If the program is operated for less than four weeks, it will be prorated and paid on the basis of \$201.55 for 1991; \$209.61 for 1992.

When it is necessary to utilize the services of an additional bus driver for less than the above full work period, that driver will be paid the extra trip rate.

All of these rates shall be subject to the percentage increases in the Salary Schedule.

Section 14. Mileage Stipend

All regular am/pm drivers shall receive the following mileage stipend based on an average of total regular am/pm run miles divided by the number of regular run drivers. Mileage will be set on the second Wednesday in October and paid at the end of each semester.

\$0.02 total per mile.

ARTICLE 27  
SCHEDULE A

SALARY SCHEDULE

**INLAND LAKES SCHOOLS - SUPPORT STAFF CONTRACT**

**2010-2011 / 2012-2013 HOURLY WAGES**

No increases are paid for 2011-12 and 2012-2013 school years

<b>POSITION</b>	<b>HOURLY RATE</b>
AIDE	\$ 12.30
SECRETARY	\$ 13.57
MAINTENANCE	\$ 14.30
CUSTODIAN	\$ 13.34
BUS DRIVER - RUN RATE	\$ 22.31
SPECIAL DRIVER	\$ 11.48
TRANSPORTATION AIDE	\$ 9.10
MECHANIC HELPER	\$ 13.56
BUS DRIVER - EXTRA TRIP RATE	\$ 9.19
BUS WASH	\$ 7.44
BUS DRIVER - OVERNIGHT PAY	\$ 101.79
BUS DRIVER - OVERNIGHT MEALS	\$ 43.62
SUMMER SCHOOL BUS DRIVER	\$50. per day

## ARTICLE 28

### TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until June 30, 2013.
- B. If either party desires to termination this Agreement, it shall ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date, give written notice of amendment in which the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party upon ten (10) calendar days written notice of termination. Any amendments that may be agreed upon between the parties shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification shall be sufficient if sent by certified mail to the recognized mailing address of the other party. If such notification is sent to the Union, it should be addressed to *The Northern Michigan Education Association/Michigan Education Association/National Education Association*, 616 Petoskey Street, Suite 203, Petoskey, MI, 49770; and if the Board, addressed to *The Office of the Superintendent of Schools*, 5243 South Straits Highway, Indian River, MI, 49749, or to any other address the parties may make available to each other.
- E. This contract shall be effective July 1, 2011 and expire June 30, 2013.

In witness whereof the parties hereto have caused this instrument to be executed.

NORTHERN MICHIGAN  
EDUCATION ASSOCIATION/  
MEA/NEA

INLAND LAKES SCHOOL  
DISTRICT

By \_\_\_\_\_  
NMEA Chairperson

By \_\_\_\_\_  
\_\_\_\_\_, President

By \_\_\_\_\_  
Staff Coordinator

By \_\_\_\_\_  
\_\_\_\_\_, Vice-President

By \_\_\_\_\_  
Uniserv Director

By \_\_\_\_\_  
\_\_\_\_\_, Secretary

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
\_\_\_\_\_, Treasurer

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
\_\_\_\_\_, Trustee

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
\_\_\_\_\_, Trustee

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
\_\_\_\_\_, Trustee

By \_\_\_\_\_  
Team Member

By \_\_\_\_\_  
\_\_\_\_\_, Superintendent

Letter of Agreement

Between the

Inland Lakes ESPA and the Inland Lakes Schools

Work performed as of May, 1997 in dual classifications by Ginger Ashford and Sherry Schoolcraft will continue until such time that either decides to move out of the current dual position. Should these employees be forced out of dual classifications through lay-off, they retain their right to return to combined positions.

\_\_\_\_\_  
For the Inland Lakes Schools

\_\_\_\_\_  
For the Inland Lakes ESP

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date