

**AGREEMENT**

**Between**

**ALMONT EDUCATION SUPPORT PERSONNEL ASSOCIATION**

**and**

**ALMONT COMMUNITY SCHOOLS**

**July 1, 2007 – June 30, 2010**

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## AGREEMENT

THIS AGREEMENT, entered into this 17th day of March, 2008, between ALMONT COMMUNITY SCHOOLS, hereinafter referred to as the "Board", and ALMONT EDUCATION SUPPORT PERSONNEL ASSOCIATION (ESP) MEA/NEA, hereinafter referred to as the "Union".

**NOTE:** The headings and exhibits used in this agreement neither add to, nor subtract from the meaning, but are for reference only.

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, the employees and the Union.

The parties recognize that the interest of the community and the job security of employees depend upon the Board's success in establishing good communication at all levels and among all employees.

### ARTICLE I

#### Recognition--Employees Covered

The Almont Community Schools hereby recognizes Almont ESP, MEA/NEA, an affiliate of the National Education Association, as the sole and exclusive bargaining representative for the purpose of collective bargaining in respect to wages, hours and other terms and conditions of employment for the term of this Agreement of all maintenance/custodial, custodial, food service, bus drivers, bus mechanics and paraprofessionals, whether full-time or part-time, probationary, on leave, employed, or to be employed by the Board.

But, excluding supervisors, teachers, secretaries, substitutes, administrators, volunteers, student aides and all other employees of the Board.

### ARTICLE II

#### Management Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States. Such rights shall include by way of illustration and not by way of limitation, the right to:

- a) Manage and control the District's business and affairs, the services, materials, and

deduction of dues, assessments and contributions in the Union, as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, By-Laws and Administrative procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10th) of such dues, assessments, and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

- 3.4 Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MESFSA/MESSA programs not fully Board paid, credit union, United Way, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Union and Board.
- 3.5 Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to nonmembers, along with other required information, may not be available and transmitted to nonmembers until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated thirty days after this information becomes available.
- 3.6 In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action at its own expense and through its own council, provided:
  - a) The Board gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires.
  - b) The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

## ARTICLE IV

### Union Rights

#### 4.1 Union Representation

- a) Stewards and Alternate Stewards - The employees covered by this Agreement will be represented by six (6) stewards and one (1) head

- b) The Union representative may meet on the Board's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the union and/or necessary parties.
- c) Employees who attend negotiations or arbitration hearings shall be paid their hourly rate for all regular hours of work missed, provided said negotiations or arbitration hearings have been mutually agreed upon the Union and the Board.

#### 4.4 Distribution of Agreement

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

#### 4.5 New Jobs

In the event the Board institutes a new position within a classification, the Board will notify the Union President and Head Steward in writing. The Board will set a rate for the position within a classification which, unless the Union notifies the Board, in writing, during the first twenty (20) working days of its desire to negotiate over the position within a classification, will become the rate. The Board will confer with the Union prior to the implementation of the position within a classification.

- 4.6 Union meetings up to eight (8) hours annually, scheduled during work days at times when the fewest Union members are working (usually 4:00 p.m.) are allowed when the facility is scheduled ahead of time according to Board policy. Members are not paid while attending the meeting. Those members who are scheduled to work at the same time in which the meeting is conducted may attend the meeting. However, they must make up the work time missed while attending the meeting after their regularly scheduled work day. The make up time must be performed on the same day as the Union meeting.

### **ARTICLE V**

#### Member Rights and Protection

- 5.1 The parties agree that there shall be no discrimination against any employee or applicant for employment by reason of race, age, creed, color, sex, and national origin or because of membership in the Union.
- 5.2 The Board agrees that the rules and regulations promulgated by the school administration shall be reasonable and that its enforcement of discipline shall be fair and for just cause.
- 5.3 Appeal of Discharge or Suspension - Should the discharged or suspended

material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit member believes the material is to be placed in the file is inappropriate or in error, he/she may request that the material be corrected or expunged from the file. In the event the Board does not agree with the employee, the issue may be processed through the grievance procedure.

## ARTICLE VI

### Grievance Procedure

6.1 It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. A grievance is a complaint alleging a violation, misinterpretation of the terms of this Agreement or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, to the Union any written grievance presented to it.

- Step 1: Any grievance by a bargaining unit member or group of bargaining unit members, or the Union shall be presented to the employer as follows:
- a) When a grievance occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the grievance. The grieving party may choose to notify the Union of the meeting, and may have a representative from the Union at the meeting.
  - b) If the matter is not disposed of, it will be submitted in written form by the steward to the immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the employee's copy of the grievance.
  - c) The immediate supervisor shall give his/her answer to the steward, in writing, within five (5) working days after receipt of the grievance.

Step 2: If the answer is not satisfactory to the Union, it shall be presented, in writing, by the steward to the Superintendent or his/her designee within five (5) working days after the immediate supervisor's response is due. The Superintendent or his/her designee shall sign and date the steward's copy. The Superintendent or his/her designee shall respond to the steward, in writing, within five (5) working days of receipt of the grievance.



2. A grievance may be withdrawn at any level without establishing a precedent.
3. A complaint or grievance may be withdrawn at any level without prejudice or record.
4. Information necessary to the determination and processing of any grievance shall be furnished upon written request.
5. Documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
6. The employee involved in a grievance procedure, mutually scheduled during the work day, shall be excused with pay for that purpose.
7. The parties may mutually agree to waive any level of the grievance procedure.

## ARTICLE VII

### Seniority

#### 7.1 Probationary Employees

- a) New employees hired in the unit shall be considered as probationary employees for the first sixty (60) paid working days. Probationary employees who are absent on scheduled work days shall work additional days equal to the number of days that the employee was absent, and such employee shall not have completed their probationary period until these additional days have been worked. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first date of work in permanent employment. There shall be no seniority among probationary employees.
- b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The Board may dismiss the employee during this period without appeal by the Union, or the employee.
- c) Both layoff and the taking of an approved leave of absence, as provided under this Agreement, shall constitute a break in service.
- d) Where two or more employees have the same hiring date, employees with the most substitute experience in the district prior to regular

seniority list must be submitted, in writing, within thirty (30) working days of the posting. Thereafter, the updated seniority list will be considered final and accurate. A copy of the posted seniority list and all subsequent updates shall be provided to the President of the Union upon request.

### 7.3 Promotions

- a) An employee promoted or transferred from a job classification in the bargaining unit to a supervisory position shall retain the seniority he/she had at the time of such promotion or transfer. No additional seniority shall accrue while in the supervisory position.
- b) An employee promoted or transferred, as described in subsection (a) above, shall have right to return to the bargaining unit, in the classification he/she was in immediately prior to the promotion, for a period of time equal to the length of his/her seniority. During this period of time, he/she may bid in accordance with his/her seniority for open positions. In the event no opening is available; he/she may bump the least senior employee in that classification that has less classification seniority.

### 7.4 Loss of Seniority - An employee shall lose his/her seniority for the following reasons only:

- a) He/she quits or retires.
- b) He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c) He/she is absent for two (2) consecutive working days, without notifying the Board, unless it is an emergency situation. An emergency shall be defined as a situation beyond the control of the employee in which no means exists for the employee to notify the Board of their reason(s) for absence. After such absence, the Board will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
- d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure, the Board may grant an extension based on the Superintendent's recommendation.
- e) Return from sick leave and leaves of absence will be treated the same as (c) above.

the grievance procedure. The Board shall furnish the President with a copy of each job posting at the same time the postings are posted on the bulletin boards, and the Board shall notify the Union President as to who was awarded the job.

- 8.6 If an employee bids for, and receives a job with minimum qualifications that are different from a job he/she held previously, he/she shall be granted a four-week trial period to determine:
- a) His/her desire to remain on the job
  - b) His/her ability to perform the job
- 8.7 During the four-week trial period, the employee shall have the opportunity to revert back to his/her former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee and his/her steward, in writing. In the event the employee disagrees, it shall be a proper subject for the grievance process.
- 8.8 During the trial period, employees will receive the rate of pay of the job they are performing.
- 8.9 Minimum qualifications will be listed in the job descriptions. Qualifications will be job related and will include only those minimum qualifications necessary to perform the job.
- 8.10 In addition to the normal posting process, custodians, cooks and paraprofessionals will select positions no later than one week prior to the commencement of school.
- 8.11 Bus Driver Assignments:
- a) The Board has the sole right to create a package of run assignments prior to the start of the school year. A package may consist of any group of runs that the school designates.
  - b) When creating a package, the Board will attempt to place as many runs as possible in a given package, not to exceed eight (8) hours.
  - c) The board shall present the package assignments to Union representatives prior to presentation to all drivers. The designated Union representatives shall have forty-eight (48) hours to present alternative package options to the Board. In no event shall the Board be required to change any package that would result in that package having more than five (5) minutes layover time.
  - d) Drivers will be provided a choice of available packages prior to the start of each school year. At a special meeting set by the Board, each employee shall bid on the packages, by seniority.

It is understood that "same position" shall be determined by the Administration, subject to the approval of the Association, considering the building assignment(s) and nature of the assignment; hours of the assignment may be increased or decreased in relation to the previous year and the specific daily work schedule may be different from the previous year.

A committee of four (4) bargaining unit members and the superintendent will take place each year to review the status of classroom paraprofessional positions. The meeting will take place on the first Tuesday after the last day of school for students.

If the Board and Association are in disagreement regarding determination of whether or not a position is a "same position" as the previous year, or, if the employee assigned to the same position chooses, said position would be posted and bid. Paraprofessionals wishing to place their position on the bid list shall so notify the Board and Association no later than the beginning of the pre-school year bid meeting.

## ARTICLE IX

### Temporary Assignments

- 9.1 Temporary assignments for the purpose of filling vacancies within a classification for employees who are on vacation, ill, on leave, etc., will be granted to the most senior, qualified employee. Regular employees will receive the rate of pay of the higher classification for all full shifts worked while filling such a vacancy. When the temporary assignment is filled, a substitute may be called to fill the new opening (no bumping). Cooks in the same location may move more than once for training purposes.
- a) Temporary assignments for bus drivers shall be filled based on the money sheet, unless other mutually agreeable arrangements are made.
  - b) Openings created by a bus driver choosing a temporary assignment shall be filled by a substitute.
- 9.2 Student help may be employed to work in the school cafeteria, with a custodian, or to do clerical work. The employment of other temporary help shall be restricted as follows:
- a) Temporary full time help may not be employed for more than one hundred twenty (120) days, or if the position which is being filled is the result of an employee request (e.g., leave of absence), temporary help may be employed for one (1) year.

## ARTICLE XI

### Layoff and Recall

- 11.1 Layoff is a reduction in the work force, exclusive of summer recess.
- 11.2 Employees shall be laid off by classification and in inverse order of their classification seniority, with the least senior employee on the seniority list within the classification being laid off first.
- 11.3 Displaced employees or employees whose hours are reduced may bump any less senior employee in any classification where classification seniority has been accrued, provided that the employee meets all of the qualifications required in the position held by the less senior employee. Employees who are bumped shall receive seven (7) calendar days' notice. Under no circumstances shall this notice requirement result in two (2) employees working the same position at the same time.
- 11.4 Employees shall receive fifteen (15) calendar days' notice of layoff. Acts of God shall eliminate the notice requirement.
- 11.5 Employees on layoff shall remain on the seniority list for a maximum of five (5) years or for the length of their seniority, whichever is less.
- 11.6 When recalling laid off employees, they will be recalled according to seniority within their classification. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. A recalled employee shall have forty-eight (48) hours to notify the administration of his/her intent to return to work. If the recalled employee fails to report to work in fifteen (15) calendar days, he/she shall be considered a quit, except that he/she may notify the Superintendent within the forty-eight (48) hour notification prior to make other mutually satisfactory arrangements.
- 11.7 No employee shall be forced to accept recall to a classification or hours lower than that which was held prior to the layoff. The employee shall remain on the layoff list and shall continue to be eligible for recall.

## ARTICLE XII

### Unpaid Leaves

- 12.1 Unpaid leaves of absence may be granted at the discretion of the Superintendent or his/her designee, not to exceed one (1) school year. The Superintendent or his/her designee reserves the right to grant or deny unpaid leaves based upon the consideration of the merits of each request and consideration of the proper management of the school system.

- 12.8 Late employees, or employees otherwise absent on unpaid leave, will be docked in one quarter (1/4) hour increments. The quarter-hour (1/4) will be docked whenever the employee is not present during the first seven (7) minutes of the quarter-hour (e.g., eight (8) minutes late, docked one quarter (1/4) hour's pay; late twenty minutes, docked one quarter (1/4) hour's pay).
- 12.9 Upon a two (2) day prior written approval by the Superintendent, except in emergencies, up to ten (10) unpaid days per employee shall be granted in one-half (1/2) day increments if a substitute is available.
- 12.10 Employees defined as less than part-time (Article 20.6) will accumulate unpaid sick days at the rate of one (1) per month to a maximum of ten (10). The days will be non-accumulated from school year to school year.
- 12.11 It is the intent of both parties to comply with provisions outlined in the Family Medical Leave Act.

### ARTICLE XIII

#### Paid Leaves

- 13.1 Sick leave with pay, shall be granted to employees for bona fide personal illness or quarantine, or serious illness in the immediate family in the following manner:

Full-time employees:	One (1) per month of the work year
Part-time employees:	One (1) per two months of the work year
Less than part-time:	Five (5) per work year (after 4 consecutive years of employment)
Less than part-time:	-0-

Part-time employees' sick days will be pro-rated (Example: A 5.5 hour employee will receive a 5.5 hour sick day).

Upon completion of four consecutive years of employment with the District, employees classified as less than part-time will receive the following:

- a. 5 sick days
- b. 1 personal day
- c. A Board-paid \$10,000 term life insurance policy

- 13.2 Personal leave with pay, shall be granted to employees for unavoidable personal business beyond the employee's control in the following manner:

Full-time employees:	Two (2) per work year
Part-time employees:	One (1) per work year
Less than part-time:	One (1) per work year (after 4 consecutive years of

Proration Scale

<u>Months</u>	<u>Days Earned</u>	<u>Months</u>	<u>Days Earned</u>
1	0	7	2 1/2
2	1/2	8	3
3	1	9	3 1/2
4	1 1/2	10	4
5	2	11	4 1/2
6	2 1/2		

On the following July 1st, five (5) days will be credited toward vacation.

In the event that an employee retires from the District or expires – any earned vacation days will be paid to him/her – or his/her beneficiary/estate. The amount the employee will be paid is determined by the days earned as well as the rate of pay that would be in effect if the employee were to still be employed with the District.

- 13.6 Each employee will be allowed a maximum of three (3) days off with pay, per occurrence, to make funeral arrangements for a death in the employee's immediate family, or the immediate family of the employee's spouse. Should the funeral arrangements be conducted during a weekend, the allotted days off with pay will be adjusted, i.e. should one (1) weekend day be involved, two (2) days off with pay may be granted, and should two (2) weekend days be involved, one (1) day off with pay may be granted.

One day per occurrence shall be allowed for the funeral arrangements of a near relative:

- a) An immediate family member includes spouse, parent, child, grandparent, grandchild, sister, brother and respective step-relatives.
- b) A near relative includes uncle, aunt, sister-in-law, and brother-in-law.

- 13.7 An employee who serves jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay for a period not to exceed sixty (60) days in a calendar year, provided the employee notifies the Superintendent of Schools upon receipt of the first notice of selection. Any employee who is assigned jury duty by the court shall report for work whenever the schedule of jury duty permits. It is the responsibility of the employee to collect his/her jury pay and to show proof of the amount received in order to receive any payment from the school district for these days.

- 13.8 The Union will receive two (2) non-accumulative days as needed for Union business during the fiscal year. The President of the Union will be responsible

Labor Day. Probationary employees shall receive holiday pay providing they meet all of the eligibility requirements.

## ARTICLE XIV

### Working Hours and Conditions

- 14.1 First shift begins on or after 4:00 a.m., but before 11:00 a.m. Second shift is any shift that begins on or after 11:00 a.m., but before 7:00 p.m. Third shift is any shift that regularly begins on or after 7:00 p.m., but before 4:00 a.m.
- 14.2 For payroll purposes, the workweek will be Sunday through Saturday.
- 14.3 Custodial employees shall be allowed thirty (30) minutes for lunch; cafeteria employees who work a minimum of four (4) hours per day will be allowed to eat during their fifteen (15) minute break after the student lunches have been served in the cafeteria.
- 14.4 One fifteen (15) minute break shall be allowed for every four (4) consecutive hours worked.
- 14.5 Custodians and maintenance/custodians will work the first shift on vacation periods, unless school activities warrant otherwise.
- 14.6 The following formula will be used to compute overtime and/or deductions for lateness:
1. 0-8 minutes (not including 8)--no overtime or deductions
  2. 8-23 minutes (not including 23)--15 minutes overtime or deductions
  3. 23-38 minutes (not including 38)--30 minutes overtime or deductions
  4. 38-53 minutes (not including 53)--45 minutes overtime or deductions
  5. 53-68 minutes (not including 68)--60 minutes overtime or deductions
- \*\*Note: The only exception to the above chart applies to a bus driver overtime. Refer to 8.11.
- 14.7 The position of Cashier/Helper will be supervised by the food management supervisor, but will remain in the paraprofessional classification. While performing the usual work of a cafeteria cashier, the cashier/helper may perform any other duties deemed appropriate by the supervisor. The cashier/helper shall be paid the hourly rate of a lunchroom professional.
- 14.8 The Board will pay for all mandatory work-related requirements. Employees who attend optional training sessions or who receive optional licensing/certification, not required by the Board, may receive reimbursement for meals, program costs, licensing fees and their hourly rate, only with the



- 15.8 Bus inspections at other sites shall be considered as an outside trip.
- 15.9 When the time between the regular run and outside trip is 30 minutes or less, the driver will receive layover time. Compensation will be at the contract rate in 15-minute increments.
- 15.10 Random drug testing, required by statute, will take place during a driver's scheduled work time.

## ARTICLE XVI

### Premiums and Overtime

- 16.1 Custodians and maintenance/custodians shall receive a second shift premium of Fifteen (\$.15) Cents per hour and a third shift premium of Twenty (\$.20) Cents per hour.
- 16.2 Custodians and maintenance/custodians shall be paid at time and one-half for building checks.
- 16.3 Sundays and holidays worked shall be paid at double time, except for building checks.
- 16.4 All employees shall receive time and one-half for all hours over eight (8) in a day and over forty (40) in a week.
- 16.5 Paychecks of employees will normally be available from 9:30 a.m. to 11:30 a.m. on paydays.
- 16.6 Shift premiums will not be paid to persons on any paid leave (i.e. sick, personal, vacation, funeral, etc.).

## ARTICLE XVII

### Extra Duty

- 17.1 Extra duty is defined as work performed over and above the employee's normal daily assignments. For purposes of equalization of extra duty, the hours worked and/or dollar value of such hours will be considered.
- 17.2 The Board agrees to reasonable equalization of extra duty and the Board or its designee will maintain an extra duty/extra money list for each classification. The list will be updated and posted regularly and will end on June 30th of each year.
- 17.3 Employees may sign off being considered for extra duty and may reactivate their

## Charges/Bus Drivers

- 17.9 In the event a driver cannot drive a scheduled trip due to a death in the immediate family, the driver will not be charged for the trip.
- 17.10 Extra duty will be updated and posted every two weeks (the Tuesday after the pay period ends). The normal posting day for outside trips will be Wednesday and will apply to those trips scheduled for the following week – Sunday through Saturday.

Drivers above the Two Hundred (\$200.00) Dollar limit line will be charged with the dollar amount of the trip earned for all trips refused, provided at least forty-eight (48) hours' notice of the schedule has been given. Should a trip be scheduled with less than forty-eight (48) hours' notice, the driver scheduled has the right to refuse the trip without penalty. If said driver refused the trip, it is then open for bid and the bidding goes back to the employee with the lowest amount of money who will have the right of first refusal. Should the list be exhausted, and no one volunteers to accept the trip, it shall be assigned to the least senior employee. The driver will also be charged if the trip is scheduled on a sick day, personal business day, funeral day (except if it involves a member of the immediate family), or unpaid day.

If a trip is canceled, the employee scheduled for that trip will be skipped and will appear again during the normal rotation.

A bus driver may refuse another bus driver's regular schedule without being charged on the extra duty sheet.

If an employee is unable to accept an outside trip because of a conflicting regularly scheduled work assignment in the school district, said employee shall not be charged for that outside trip.

If the driver, scheduled for an outside trip during regular working hours, would lose money by taking the trip, the driver may turn down that trip without being charged for it. Bus trips for extra duty that conflict with negotiation sessions shall not be charged to the employee negotiating.

### 17.11 Money Sheet Disputes

The Board has agreed to utilize a process for determining drivers for extra trips that is desired by the bargaining unit. Therefore, the parties agree that a committee comprised of four (4) bargaining unit members and an administrative representative will meet to resolve disputes regarding the money sheet. Under no circumstances will the resolution result in additional cost to the school district.

Duration of Contract

0 - 4 years	0.00
5 - 8 years	148.17
9 - 12 years	263.15
13 - 16 years	370.45
17 - 20 years	444.52
21 - 25 years:	694.06
26 plus years	809.70

Full-time (as defined in Article XX): 100%  
Part-time (as defined in Article XX): 50%  
Less than part-time: -0-

- 19.2 Upon retirement, according to state regulations, the Board will pay the retiring employee five (5%) percent of his/her previous calendar year's earnings. This contract provision applies to employees hired prior to September 1, 1994.

**ARTICLE XX**

Fringe Benefits

- 20.1 Medical Insurance

**2007/08**

The Board agrees to switch from the current insurance offered to qualified employees to MESSA Choices II (\$10/\$20 RX) from the point of ratification through June 30, 2008. The required paperwork (applications, cancellations, etc.) will be submitted following the ratification of the Agreement by the Board of Education.

**2008/09**

The Board agrees to contribute to medical/dental/vision/life/long-term disability insurance for qualified employees per the following.

- The Board will increase its contribution toward medical (including prescription)/dental/vision/life/long-term disability insurance by up to five percent (5%) (if necessary) over its prior year per employee contribution.
- Should the premium for medical (including prescription)/dental/vision/life/long-term disability insurance increase by more than five percent (5%), the employee will pay the increased amount to a maximum of \$50 per month. The contributed amount can be made through the District's Section 125 Plan.

0 - 41 accumulated days:	\$15.00/day
41 - 80 accumulated days:	\$20.00/day

Upon retirement, each less than full-time employee will receive a stipend for each unused accumulated sick day per the following:

0 - 41 accumulated days:	\$10.00/day
41 - 80 accumulated days:	\$10.00/day

- 20.2 The Board agrees to provide to only full-time employees (defined in Section 20.6), a dental plan comparable to the Delta Dental Plan E 07 (80-80-80) with a One Thousand Five Hundred (\$1,500.00) Dollars ortho cap, with the carrier to be selected by the Board.
- 20.3 The Board agrees to provide to only full-time employees (defined in Section 20.6) a vision plan comparable to the VSP-3 vision insurance plan offered prior to June, 1995, with the carrier to be selected by the Board.
- 20.4 The Board will provide a life insurance policy, including an accidental death and dismemberment provision, with the carrier selected by the Board, in the following amounts:

*Full-time:	\$30,000
*Part-time:	\$20,000
*Less than part-time:	\$10,000
	(after 4 consecutive years of employment)
*Less than part-time:	-0-

- 20.5 The Board shall provide a long-term disability insurance policy, with the carrier selected by the Board, using the following specifications:

Benefits paid at fifty (50%) percent of salary up to a monthly maximum of Two Thousand (\$2,000.00) Dollars, and shall begin after the expiration of one hundred twenty (120) calendar days accumulated in any twelve (12) months.

The cost of the policy is to be paid as follows:

Full-time:	100%
Part-time:	100%
Less than part-time:	100%

- 20.6 Employees hired prior to July 1, 2003, shall have their status as full-time, part-time, or less than part-time defined as follows:

<u>Nonclassroom Paraprofessional</u>	<u>2007/2008</u>	<u>2008/09</u>	<u>2009/10</u>
Probationary	\$ 9.73	\$ 9.88	\$ 10.08
Paraprofessional (under two years)	\$ 10.10	\$ 10.25	\$ 10.46
Paraprofessional (over two years)	\$ 10.48	\$ 10.64	\$ 10.85

<u>Classroom Paraprofessional</u>	<u>2007/2008</u>	<u>2008/09</u>	<u>2009/10</u>
Probationary	\$ 10.23	\$ 10.38	\$ 10.59
Paraprofessional (under two years)	\$ 10.66	\$ 10.82	\$ 11.04
Paraprofessional (over two years)	\$ 11.05	\$ 11.22	\$ 11.44

<u>Bus Drivers</u>	<u>2007/2008</u>	<u>2008/09</u>	<u>2009/10</u>
Probationary	\$ 15.26	\$ 15.49	\$ 15.80
Bus Driver (under two years)	\$ 15.68	\$ 15.92	\$ 16.24
Bus Driver (over two years)	\$ 16.09	\$ 16.33	\$ 16.66

### Trip Rate

The parties agree that economic times at the time of the writing of this contract have dictated two different types of outside trips: those that will be drop-off or pick-up only (which is total driving time) and those where the bus driver remains with the trip for its duration (which includes both driving time and standby time). Thus, trips of the first type (drop-off or pick-up only) will be paid at the driver's regular rate and trips of the second type (for duration) will be paid at a rate that is two dollars less per hour of a driver's regular rate.

<u>Bus Mechanic</u>	<u>2007/2008</u>	<u>2008/09</u>	<u>2009/10</u>
Probationary	\$ 17.37	\$ 17.63	\$ 17.98
Mechanic (under two years)	\$ 17.78	\$ 18.05	\$ 18.41
Mechanic (over two years)	\$ 18.19	\$ 18.46	\$ 18.83

<u>Mechanic's Helper</u>	<u>2007/2008</u>	<u>2008/09</u>	<u>2009/10</u>
Probationary	\$ 15.63	\$ 15.86	\$ 16.18
Helper (under two years)	\$ 16.05	\$ 16.29	\$ 16.62
Helper (over two years)	\$ 16.44	\$ 16.69	\$ 17.02

<u>Cooks</u>	<u>2007/2008</u>	<u>2008/09</u>	<u>2009/10</u>
Probationary	\$ 11.57	\$ 11.74	\$ 11.97
Cook (under two years)	\$ 12.17	\$ 12.35	\$ 12.60
Cook (over two years)	\$ 12.46	\$ 12.65	\$ 12.90
Asst. Head Cook (under two years)	\$ 12.73	\$ 12.92	\$ 13.18
Asst. Head Cook (over two years)	\$ 13.10	\$ 13.30	\$ 13.57
Head Cook (under two years)	\$ 13.50	\$ 13.70	\$ 13.97
Head Cook (over two years)	\$ 13.89	\$ 14.10	\$ 14.38

21.2 Minimum Trip Stipend

A minimum stipend will be paid on outside trips for bus drivers each year of the contract period as follows:

**2007/08:** \$ 22.65                      **2008/09:** \$ 22.99                      **2009/10:** \$ 23.45

21.2 Canceled Trip Stipend

For any trip canceled within two (2) hours of departure, the following will be paid:

**2007/08:** \$ 9.07                      **2008/09:** \$ 9.21                      **2009/10:** \$ 9.39

21.4 Advancement from the "Under 2 Years" step of the pay scale to the "2 or More Years Employed" step will take place on the anniversary date of hire of the affected employee.

**ARTICLE XXII**

Effect of Agreement

- 22.1 The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in the amendment hereto.
- 22.2 Each party, acknowledging that it had full opportunity to propose whatever terms and conditions it desired during the negotiation of this Agreement, hereby waives any and all additional demands against the other for obligatory negotiations designed to alter, change, add to, delete from, or modify the terms and conditions of this Agreement.
- 22.3 For the duration of this Agreement, the Union will not engage in, authorize, encourage, either directly or indirectly, any interruption of educational or subsidiary related activities due to a cessation, withdrawal, or withholding of services in any manner or form, either in whole or in part, by members of the bargaining unit for any reason, and no officer or representative of the Union or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage, or prolong any such prohibited activity.
- 22.4 The Board shall remain fully vested with all rights not specifically circumscribed by this Agreement and wherever the Board's rights are restricted by the specific terms of this Agreement, the Board shall remain vested with the residual portion of such rights, which are not expressly limited.

Full-time: 6.25 - 8.0 hours per day  
 Part-time: 4.25 - 6.0 hours per day  
 Less than part-time: Less than 4.25 hours per day

Employees hired on or after July 1, 2003, shall have their status as full-time, part-time, or less than part-time defined as follows:

Full-time: 8.0 hours per day  
 Part-time: 6.0 – 7.75 hours per day  
 Less than part-time: Less than 6.0 hours per day

**ARTICLE XXI**

Pay Rate Schedule

21.1 Wages will increase as follows:

2007/08 1.0%  
 2008/09 1.5%  
 2009/10 2.0%

	<u>2007/2008</u>	<u>2008/09</u>	<u>2009/10</u>
<u>Custodian/Maintenance</u>			
Probationary Custodian	\$ 14.42	\$ 14.64	\$ 14.93
Custodian (under two years)	\$ 14.83	\$ 15.05	\$ 15.35
Custodian (over two years)	\$ 15.22	\$ 15.45	\$ 15.76
Maintenance/Custodian (Probationary)	\$ 15.63	\$ 15.86	\$ 16.18
Maintenance/Custodian (under two years)	\$ 16.04	\$ 16.28	\$ 16.61
Maintenance/Custodian (over two years)	\$ 16.44	\$ 16.69	\$ 17.02
Maintenance	\$ 18.19	\$ 18.46	\$ 18.83

- Employees working under the title of "Head Custodian" will receive an additional Seventy-Five (\$.75) Cents per hour to their regular wage rate.

\*\*Should the Board of Education employ a Maintenance/Custodian Supervisor, the position of "Head Custodian" will cease to exist and the Seventy-five (\$.75) Cent stipend will cease. The employment of a supervisor will not result in a reduction of the existing maintenance/custodial staff (currently 2), though the supervisor position may be a working position.

- Should the premium for medical (including prescription)/dental/vision/life/long-term disability insurance increase to the extent that the Board's contribution and employee's contribution are insufficient, the Board and employee will share equally in the additional premium cost.

**2009/2010**

The Board contribution for medical (including prescription)/dental/vision/life/long-term disability insurance will increase a maximum of five percent (5%) (if necessary) over its prior year per employee contribution.

It is understood by the parties that the Board's commitment to provide MESSA Choices II (\$10/\$20 RX) as its insurance carrier is only through the 2007/08 school year. Subsequent to the 2007/08 school year, the parties can consider any carrier desired.

The parties agree that the Board will reimburse \$5 to the employee for prescriptions upon presentation of receipt through the 2008/09 school year.

Medical insurance set forth in this section will be provided to bargaining unit members according to the following qualifications:

- |                       |  |
|-----------------------|--|
| *Full time:           | Full family coverage with Board contribution a outlined above        |
| *Part-time:           | Single Subscriber coverage with Board contribution as outlined above |
| *Less than part-time: | -0-  |

Employees electing not to receive hospital medical insurance who qualify will have the option of purchasing a tax-sheltered annuity in the amount of One Hundred Fifty (\$150.00) Dollars per month at Board expense.

Employees eligible to accumulate sick days will receive compensation as follows:

On July 1st of each year of the contract period, full-time employees who have 80+ accumulated sick days will receive \$15/day for each day over eighty (80).

On July 1st of each year of the contract period, less than full-time employees who have 80+ accumulated sick days will receive 20% of their daily wage rate for each day over eighty (80).

Upon retirement, each full-time employee will receive a stipend for each unused accumulated sick day per the following:



## 17.12 Money Sheet Procedures

It is the intent of the parties of this Agreement that there be a fair set of procedures for the tracking and assigning of charges to bus drivers. This set of procedures will include, but is not limited to, the workings of the Trip schedule/Money Sheet/Trip Assignment Money Sheet List/Trip Sheet and will be called "Procedure A". It is understood by all of the parties of this Agreement this separate document may be periodically reviewed and/or revised (actual contract language may not be changed) and placed with this Agreement in the Superintendent's Office and copies given to each driver.

## **ARTICLE XVIII**

### Act of God Days

- 18.1 All employees shall be paid their regular wage for the first two (2) Act of God days. Days, which are required to be made up by the state, shall be unpaid and the make-up day shall be paid at the regular wage. Hours worked prior to the beginning of an Act of God day, or up to two (2) hours worked after student dismissal shall be paid at the regular rate. Hours beyond two (2) hours after student dismissal shall be paid at time and one-half if the employee is required by the Board to work. An exception to this shall be bus drivers who will be paid at time and one-half, beginning two (2) hours after the first building dismissal. In no event will an employee receive less than their hourly rate for all authorized hours worked on an Act of God day.
- 18.2 Employees will not be charged sick, vacation, personal, or no pay days when Act of God days are called. However, they may request to use their personal or vacation days when Act of God days are called. Vacation, or personal days will only be paid for days that will not need to be made up any time during the calendar year. Custodians required to work the first two (2) Act of God days will be paid at time and one-half.
- 18.3 In the event that a custodian or maintenance/custodian cannot arrive at work at his/her regularly scheduled starting time, he/she shall arrive at work as soon as possible and work a full day. If the custodian or maintenance/custodian is unable to report to work, he/she must notify the immediate supervisor and may use either a personal day, sick day, vacation day, unpaid day, or make-up the date at the regular rate on the Saturday following the day missed.

## **ARTICLE XIX**

### Longevity and Retirement Earnings

- 19.1 Employees hired prior to September 1, 1994, will be credited with longevity pay in accordance with the following schedule. Longevity pay is to be made in one (1) lump sum in the last payroll at the end of the fiscal year.

rights to extra duty by stating their desire, in writing, to their immediate supervisor. These rights will take effect at the next regular updating of the extra duty list. An employee so reactivated shall be charged with the highest amount of accumulative hours/dollars credit from the extra duty list at the time of reactivation.

#### Custodians and Maintenance/Custodians Extra Duty

- 17.4 Extra duty will be updated and posted on a weekly basis. Overtime will be posted on Tuesday (for response on Wednesday). Should further overtime be scheduled with less than forty-eight hours notice, the person scheduled has the right to refuse the overtime without penalty.

Extra duty shall be offered first on a basis of seniority until all custodial and maintenance/custodial employees have been offered extra duty. The hours of extra duty time will be credited to each employee upon acceptance or refusal of work. Thereafter, employees will be offered extra duty according to the list of hours, with the employee whose total hours are the lowest being asked first. Equalization shall be done on a building basis rather than a system-wide basis. Should the list be exhausted and no volunteers accept the extra duty, it shall be assigned to the least senior employee. Custodians and maintenance/custodians shall be eligible for building checks.

- 17.5 Unscheduled call-ins of custodians and maintenance personnel shall be paid a minimum of two hours at the employee's regular rate of pay.
- 17.6 A custodian shall be present in the building for special events in which the building principal determines their skills to be necessary.

#### Cooks and Bus Driver's Extra Duty

- 17.7 Extra duty shall be equalized by charging the employee the dollar value of each job or trip. All extra duty monies earned, including substitute time, outside trips and overtime, will be added together for the total amount of money to be charged to the accumulated amount. Initially, extra duty will be offered according to seniority until all employees have established money. Future extra duty will be scheduled through the employee with the least amount of money credited. If more than one trip is scheduled during the two (2) week period, the second lowest money employee will have an opportunity for the second trip, the third lowest money employee will have an opportunity for the third trip, etc.
- 17.8 After a Two Hundred (\$200.00) Dollar difference occurs between the low and high money charged on the extra money sheet, the rotation stops at the Two Hundred (\$200.00) Dollar difference and the schedule goes back to the employee with the lowest amount of money credited.

advance approval of the Administration. When mileage is paid employees, it shall be calculated from the school where the employee spends the majority of working time, to the point of destination. Employees shall be paid mileage according to the school district policy whenever their personal vehicles are approved and used for school district business.

- 14.9 Custodians not regularly assigned to the first shift may report to work early, with notice to their immediate supervisor on those days when school is not in session or is dismissed early, unless an evening activity requires their attendance. Reporting time on such occasions shall be mutually agreed upon between the employee and his/her immediate supervisor.
- 14.10 Regular custodial employees, substitute custodians and/or administrators may be assigned to lock up the buildings at the end of the day.

## ARTICLE XV

### Outside Trips for Buses

- 15.1 An outside trip is defined as any trip assignment beyond the regular daily assigned runs of the individual bus driver, but not substituting for runs of another bus driver.
- 15.2 The Board will pay entrance fees up to Five (\$5.00) Dollars for each driver. In the event a driver is willing to chaperone the event, the Board shall pay the full entrance fee.
- 15.3 Bus drivers may trade trips during the weekly schedule and will notify the office of the trips they will be taking. This will occur only if two or more individuals are scheduled during the same week. Drivers on sick leave or otherwise unavailable to drive have no say in trading of trips to which they have been assigned.
- 15.4 On overnight trips, the driver shall receive a maximum of eight (8) hours standby pay.
- 15.5 All meetings required by the Board, and expenses such as mileage and meals, shall be paid at the regular rate.
- 15.6 The Board of Education will pay the difference between the cost of a commercial driver's license and the cost of a regular driver's license. The Board will pay up to Thirty (\$30.00) Dollars for a required physical for a driver.
- 15.7 Employees using their own vehicles for school business shall be reimbursed according to Board policy as long as prior approval is received from the superintendent, in writing.

for notifying the Administration when such a day or half-day is needed.

- 13.9 The following days shall be paid holidays at the regular pay rate for the normal number of hours worked in a day.

Full-time Employees

Maintenance Custodian Mechanic	Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, Fourth of July
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Cooks Bus Drivers	Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day
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Paraprofessionals	Labor Day (provided workday begins prior to), Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day
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Part-time Employees (all classifications)	Thanksgiving, Christmas Day, New Year's Day, Good Friday, Memorial Day
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Less than Part-time Employees (all classifications)	Christmas Day
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An approved paid absence will count as a work day.

- 13.10 Regularly scheduled employees will receive holiday pay if they work the last day they are scheduled to work prior to the holiday and the first day they are regularly scheduled to work following the holiday. Regularly scheduled employees will receive pay for the 4th of July if they work the last day they are scheduled to work within five (5) work days prior to the holiday and the first day they are regularly scheduled to work within five (5) work days following the holiday. Substitute employees from within the bargaining unit will receive pay for the 4th of July if they work the last day before the holiday and the first work day following the holiday.

Unless otherwise agreed upon by the Union and the Board, a holiday, which falls on a Saturday, shall be celebrated on Friday and a holiday, which falls on a Sunday, shall be celebrated on a Monday. All employees, except paraprofessionals, shall receive pay for Labor Day if school is not in session until after

employment)

Less than part-time: -0-

Part-time employee personal days will be pro-rated in the same manner as sick leave. Personal days shall be non-accumulative and no more than one (1) employee in a classification can be absent on the same day. Unused personal business days in a given year shall be added to an employee's sick days at the conclusion of each school year (June 30th).

13.3 Personal days, sick days, unpaid or paid leave, etc., shall be added or subtracted in one-half (1/2) day increments for full-time and transportation employees. All other employees will have their days added or subtracted in full-day increments.

13.4 Regular, twelve (12) month employees shall be granted vacation days in accordance with the following schedule:

<u>Number of Full Years of Service</u> <u>Completed as a Regular, Twelve (12)</u> <u>Month Employee</u>	<u>Number of Paid</u> <u>Vacation Days</u>
1	5
2	10
7	15

<u>Number of Full Years of Service</u> <u>Completed as a Regular, Twelve (12)</u> <u>Month Employee</u>	<u>Number of Paid</u> <u>Vacation Days</u>
16	16
17	17
18	18
19	19
20	20

13.5 Employees whose first day of work results in their working less than a full year for the position will receive prorated sick, personal and vacation days. The number of days received will be equal to that portion of the appropriate year worked between July 1st and June 30th of their first year. Sick and personal days will be advanced on the first day of work. However, these days must be earned on a monthly basis and an employee who leaves prior to July 1st of a year shall pay back the unearned sick and personal days through a deduction in their last paycheck. Vacation days for a twelve (12) month employee will be credited on the first July 1st after starting work according to the following scale:

- 12.2 All requests for unpaid leaves of absence shall be submitted, in writing, at least ten (10) working days in advance, except in the case of an emergency. The reason for the request, the length of the leave requested, the date the employee is to return to work, with a copy of the request, and approval or denial shall be maintained by the Board.
- 12.3 An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work shall be granted a leave of absence not to exceed one (1) year, for the duration of the disability, commencing on the date the employee exhausts his/her accumulated sick leave days. Further, the employee shall provide the Board with written statements from their medical or osteopathic doctor of the necessity of such leave, the length of time for such leave, when the same is requested by the Board. The Board reserves the right to require that the employee be examined by the Board's physician, either prior to granting that leave, or during the time that the employee is actually on leave, with such examination to be at the expense of the Board. Hospitalization insurance will continue to be paid by the Board for such an illness or accident leave not to exceed one (1) year.
- 12.4 The employee who is granted an unpaid leave of absence, shall receive no wages or fringe benefits during the unpaid leave of absence except for hospitalization coverage per Section 12.3 of this Article. The employee may elect to retain his insurance benefits commencing with the effective date of the leave, provided he/she pays the premiums.
- 12.5 During this unpaid leave of absence the employee shall accumulate seniority; and upon completion of the leave, and upon the employee returning to work, the employee shall be entitled to return to the position he/she held at the time the leave of absence was granted.
- 12.6 Any employee who, having been granted an unpaid leave of absence, begins employment outside of the Almont School system, must return to his/her employment with the Almont Schools within a ninety (90) day period. The ninety (90) day period will commence from the start date for the leave of absence. Should the employee return to work with the Almont Schools within the specified ninety (90) day period, all provisions outlined in this Section pertaining to unpaid leaves of absence will be effect (i.e. seniority provisions, etc.). Should the employee determine he/she wishes to remain in employment outside of the Almont School system, he/she will be considered a voluntary quit, with loss of all seniority.
- 12.7 Failure of the employee to return to work on the first regularly scheduled work day following an unpaid leave of absence, without having obtained an approved extension from the Board, shall result in the employee being disciplined up to and including loss of all seniority and termination of employment.

- b) The Board agrees that temporary help will not be used to divert overtime work from regular employees.
  - c) School term employees will be offered summer work prior to the hiring from outside the bargaining unit, and will receive a rate of pay established by the Board in April of each year for all temporary summer employees, whether or not they are a bargaining unit member. Bargaining unit members substituting for an absent custodian during the summer months will receive the regular custodian rate.
  - d) An employee wishing to work as a substitute during the winter or spring breaks must notify the Superintendent, in writing, of his/her intentions at least two (2) weeks prior to the break. Bargaining unit members will be called on a rotating basis.
  - e) Laid-off employees substituting in their classification will be paid the regular rate for the position.
- 9.3 No employee shall be eligible for employment in another classification if it conflicts or otherwise interferes with regularly scheduled hours, except in an emergency, as determined by the Board.

## ARTICLE X

### Subcontracting

- 10.1 The Board will give employees a preference for work in which they have a demonstrated skill. The Board reserves the right to subcontract when:
- a) The skills and/or appropriate equipment needed to perform the work specified are unavailable in the school system, or
  - b) The schedule for such work cannot be met with the equipment or skills available for such work, or
  - c) A "head and shoulders" situation exists whereby the skills and/or equipment possessed by workers outside the school district enable them to perform better quality work, or to perform the work in a more efficient manner.
- 10.2 The food service management supervisor may perform any work he/she deems necessary. Work performed by the supervisor shall not reduce the number of regular hours assigned to bargaining unit employees.

- e) Within a package, layover time will be paid when there is less than one (1) full hour between scheduled runs, if an unintentional delay (i.e. inclement weather, breakdown, unavoidable delay) is longer than fifteen (15) minutes, the driver will be compensated at the regular rate.
- f) When a run is consistently late for a period of two (2) weeks, the driver has a right to request re-timing of that run. The re-timing will occur within two (2) weeks of the request.
- g) The Board shall post a new run as an individual run unless otherwise agreed to by the Union and the Board. An employee may bid on the new run provided it does not conflict with regularly scheduled assignments. The Board shall then assign the run to an employee on the basis of seniority, provided the Board would not be obligated to assign a new run on any driving schedule where such an assignment creates unnecessary lay-over time.
- h) Bus drivers shall receive (15) minutes paid time to check out their bus for safety the first time the bus is driven each day.
- i) It is the intent of the parties to have all primary/elementary and middle/high school regular runs one and one quarter (1 1/4) hours in length whenever possible. Special Education, one middle/high school short, two primary/elementary short, vocational runs are excluded. Adequate time (15 minutes over and above a regular run) will be allowed for bus drivers to commute between schools when crossing Van Dyke (e.g. primary/elementary afternoon run for drivers not having a middle/high school run).
- j) Bus drivers shall be paid for regular runs that are canceled with less than twenty-four (24) hours' notice on other than Act of God days.

#### 8.12 Transfers:

The parties agree that involuntary transfers shall be kept at a minimum and only when necessary.

#### 8.13 Position Protection:

Classroom paraprofessionals (media center, special education) shall be assigned to the same position held the previous school year if the same position exists. If the number of hours of the position has decreased or the position has been eliminated, staffing shall occur pursuant to Article XI, Section 11.3 of the Master Agreement.



- f) Employees on layoff will retain re-employment rights for a maximum of five (5) years, or for the length of their seniority, whichever is less. Thereafter, seniority will be lost.
- 7.5 The maintenance/custodial employees shall accrue seniority in both custodial and maintenance/custodial classifications.

## ARTICLE VIII

### Vacancies and Transfers

- 8.1 A vacancy shall be defined as a newly created position or present position that is not filled which the Board intends to continue.
- 8.2 All vacancies and/or newly created positions within the bargaining unit shall be posted on all Union bulletin boards within seven (7) days of the date the vacancy occurs.
- 8.3 Whenever a vacancy arises, an assignment meeting shall be convened for the purpose of determining the assignment of employees. The initial vacancy will be posted at least five (5) working days in advance of the meeting. The Union and the Board shall mutually determine the date, time, and place of the meeting. Employees must be present to participate or provide a written proxy to another employee to act in his/her behalf. Vacancies and all resultant vacancies within that classification arising during the bidding procedure shall be filled first by employees with seniority in the classification. The most senior employee within the classification, meeting the minimum qualifications, will be awarded the position. Vacancies will then be filled by employees within the classification on the layoff list that meet the minimum qualifications. Remaining vacancies in that classification will be awarded to bargaining unit members meeting the minimum qualifications, unless an outside applicant possesses relevant credentials that are clearly "head and shoulders" above the Union applicant. A "head and shoulders" candidate may not be hired if an available laid-off bargaining unit member meets the minimum qualifications. Vacancies in other classifications created by the original posting shall be re-posted and the process shall be repeated. All remaining vacancies will be filled with new hires.
- 8.4 If an employee on layoff is interested in a position in another classification, he/she shall provide written notice of such to the Board. If the Board has such notice and a vacancy within the specified classification occurs, the Board shall send a notice of the vacancy to the interested laid-off employee at the same time the postings are posed on the bulletin board.
- 8.5 In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to the employee and his/her steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for

employment with the District will be ranked higher on the seniority list.

- e) In the event two or more employees have the same seniority date of hire without previous substitute experience with the district, or where substitute experience is equal, the most senior employees will be determined by the highest total of the last three (3) numbers of the employee's social security number.

## 7.2 Seniority Lists

- a) The seniority list will show the first date of work in permanent employment and names of all employees of the unit entitled to seniority. District-wide seniority, as well as seniority within each classification will be listed.
- b) An employee transferring to a different classification shall have his/her seniority frozen in the previous classification and shall accrue seniority in the new classification. Seniority will accrue in the new classification following completion of the trial period. Said seniority will be retroactive to the first day of work in the new classification. Seniority will continue to accrue in the old classification for the period of time worked during the trial period only if the employee fails to complete the trial period and returns to the prior classification.
- c) Classifications will be:
  - 1) Bus mechanic
  - 2) Maintenance/Custodial
  - 3) Custodian
  - 4) Bus Driver
  - 5) Cook
  - 6) Paraprofessional
- d) The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) work days after the effective date of this Agreement. Any objections by the bargaining unit member or the Union to the seniority list must be submitted, in writing, to the Superintendent within thirty (30) working days from the date of posting. During the development of the initial list, the process will continue until the Union and Board determine the list to be final and accurate. Once that determination is made, the list will be considered final until the next regularly scheduled challenge period. An updated seniority list will be posted conspicuously in all buildings of the District by March 31st of each year. Any objections to the

Step 3: In the event the Board and MESPA are unable to satisfactorily resolve the grievance dispute, and the Union wishes to carry the matter further, it shall, within thirty (30) calendar days, file a demand for arbitration in accordance with the American Arbitration Association Rules and Regulations.

The arbitration proceeding shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Board. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Board and the Union.

Any award of wages made by the arbitrator shall be limited to the beginning of the pay period immediately preceding the pay period in which the grievance was filed.

6.2 A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those issues may be withdrawn without a prejudice, pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

6.3 The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that the Union fails to appeal a grievance or Board answer within the particular, specified time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the Board's last answer, if any. In the event that the Board shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration date of the Board's period for answering.

6.4 General provisions are:

1. All grievances and dispositions shall be completed, in writing, on the forms set forth in Appendix A, which is attached to and incorporated in this Agreement. The Union shall be provided the appropriate copies of these forms.

employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the Superintendent or his/her designee at Step (2) of the grievance procedure.

- 5.4 Use of Past Record - In imposing any discipline or discharge on a current charge, the Board may take into account any prior infractions, which occurred in the past. Up to three (3) years' previous infractions may be used for attendance purposes only. If the employee has falsified his/her employment application and such falsification enabled him/her to gain his/her employment with the Board, regardless of when the falsification occurred, the employee may be disciplined up to and including discharge for such falsification.
- 5.5 The parties recognize the merits of progressive discipline. It is, therefore, agreed that progressive discipline shall be exercised and shall include verbal warning, verbal reprimand, written reprimand, suspension, with discharge as a final and last resort. The Administration shall have the right to introduce the above-mentioned discipline at the appropriate level commensurate with the offense. Alleged breaches of discipline shall be brought to the employee's attention as promptly as possible.
- 5.6 A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Board. When a request for such representation is made, no disciplinary action shall be taken with respect to the bargaining unit member until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the Agreement.
- 5.7 A bargaining unit member will have the right to review the contents of his/her personnel file originating after initial employment and to have a representative of the Union accompany him/her.

No material, including but not limited to: student, parental, or school personnel complaints originating after the initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material.

- 5.8 Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated in cases where formal disciplinary action is taken against the employee. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material. Such signature shall be understood to indicate awareness of the

steward. The Union shall have the exclusive right to assign said stewards and shall assign at least one (1) steward to each of the following locations or departments:

- |                   |                      |
|-------------------|----------------------|
| 1. Transportation | 4. Paraprofessionals |
| 2. Custodial      | 5. Bus Mechanic      |
| 3. Cooks          | 6. Maintenance       |

The Superintendent will be notified, in writing, of the names of the alternate stewards who could serve only in the absence of a regular steward.

b) Union Bargaining Committee

- 1) Representatives of the bargaining unit will represent employees covered by this Agreement in negotiations.
- 2) All bargaining by the parties shall commence at mutually agreeable times.

4.2 Union Bulletin Boards

- a) The Board will provide bulletin boards in each designated area, which may be used only by the Union for notices pertaining to Union business.
- b) The Board will allow the Association President the use of a copy machine for the purpose of Association business. It is understood that the usage of the copier by the Association will in no way reflect negatively upon the Board of Education as a whole, nor its individual members. The number of copies run for Association business shall not exceed six hundred (600) in one (1) school year. Should the Association request for use of the copier exceed the six hundred (600) limit, the Association shall reimburse the Board for each additional copy per Board policy.

4.3 Special Conferences

- a) Special conferences for important matters will be arranged between the President and the Superintendent or a designated representative upon the request of either party. Such meetings shall be between at least two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable times. The members of the Union shall not lose time as a result of such special conferences. A representative of the MESPA may attend this meeting.

supplies, the operations and the methods and processes for carrying on the District's operation, and the location and closing of its facilities or subdivision thereof;

- b) Direct the working forces, including the right to hire, promote, discipline, and discharge employees, assign, and schedule work, determine the qualifications of employees, the size of the work force and to lay-off employees;
- c) Adopt reasonable rules and regulations.

The exercise of the authority and responsibilities by the Board shall be limited only by the terms of this Agreement.

### ARTICLE III

#### Union Security--Agency Shop

- 3.1 Each bargaining unit member shall, as a condition of employment: **1)** on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or **2)** pay a service fee to the Union pursuant to the Union's "Policy Regarding Objection to Political-Ideological Expenditure" and the internal Union's administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Union dues collected from Union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Union, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than thirty (30) days following deduction.
- 3.2 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 a 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.
- 3.3 Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Board, an assignment authorizing

22.5 Should any Article, Section or Clause of this Agreement be declared invalid by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of this Agreement.

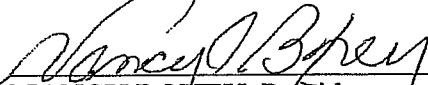
**ARTICLE XXIII**

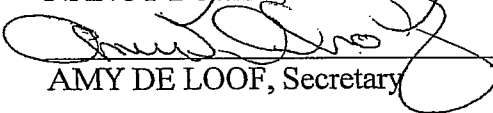
Duration of Agreement

- 23.1 The term of this Agreement shall be effective commencing July 1, 2007, and will continue through June 30, 2010.
- 23.2 On or before April 1, 2010, either party to this Agreement may give notice by certified mail to the other party of its desire to terminate, amend, or modify this Agreement.

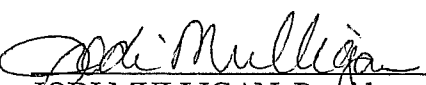
**IN WITNESS WHEREOF**, the Board has caused this instrument to be signed in its name by its accredited representatives and the Union has caused the same to be signed in its name by its accredited representatives of this date:

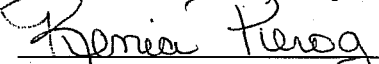
ALMONT COMMUNITY SCHOOLS  
ALMONT BOARD OF EDUCATION

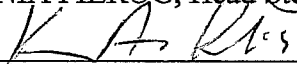
  
\_\_\_\_\_  
NANCY BOXEY, President

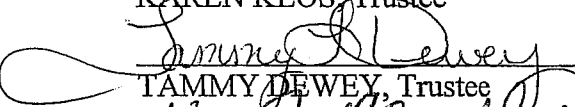
  
\_\_\_\_\_  
AMY DE LOOF, Secretary


ALMONT EDUCATION SUPPORT  
PERSONNEL ASSOCIATION

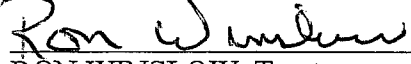
  
\_\_\_\_\_  
JODI MULLIGAN, President

  
\_\_\_\_\_  
RENA PIEROG, Head Steward

  
\_\_\_\_\_  
KAREN KLOS, Trustee

  
\_\_\_\_\_  
TAMMY DEWEY, Trustee

  
\_\_\_\_\_  
KEVIN MC CARTHY, Trustee

  
\_\_\_\_\_  
RON WINSLOW, Trustee

## ALMONT SUPPORT STAFF GRIEVANCE FORM

SCHOOL YEAR \_\_\_\_\_ GRIEVANCE # \_\_\_\_\_

NAME OF GRIEVANT : \_\_\_\_\_ DATE FILED: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_ CLASSIFICATION: \_\_\_\_\_

DATE GRIEVANCE OCCURRED: \_\_\_\_\_

NATURE OF GRIEVANCE: \_\_\_\_\_

CONTRACT ARTICLE{S} VIOLATED: \_\_\_\_\_

RELIEF SOUGHT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
SIGNATURE OF GRIEVANT \_\_\_\_\_ DATE \_\_\_\_\_

### FORMAL LEVEL 1

SIGNATURE RECEIVED BY SUPERVISOR: \_\_\_\_\_

DATE \_\_\_\_\_

DISPOSITION BY SUPERVISOR: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### FORMAL LEVEL 2

DATE RECEIVED BY SUPERINTENDENT OR DESIGNEE: \_\_\_\_\_

DISPOSITION BY SUPERINTENDENT OR DESIGNEE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

### FORMAL LEVEL 3

DATE RECEIVED BY BOARD OF ED.{OR DESIGNEE}: \_\_\_\_\_

DISPOSITION BY BOARD OF EDUCATION: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_