

MASTER AGREEMENT

BETWEEN THE

**KALEVA NORMAN DICKSON BOARD OF
EDUCATION**

AND THE

**KALEVA NORMAN DICKSON EDUCATIONAL SUPPORT
PROFESSIONALS**

2014-2018

AGREEMENT

This Agreement is entered into this 8th day of June, 2015 by and between the Kaleva Norman Dickson School District, Counties of Manistee, Lake and Mason, of Brethren, Michigan, by the employer, hereinafter referred to as "the Board," and the Kaleva Norman Dickson Education Support Personnel Association - MEA/NEA, hereinafter referred to as "the Union."

ARTICLE I - RECOGNITION

Section 1

The Union is recognized as the sole and exclusive agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment required by Act 379, of the Public Acts of 1965, as amended, for the employees as defined in this paragraph. The term, "Employees," as used in this Agreement, shall be the following job classifications: school aides, instructional aides, bus drivers, lead driver, cooks, head cook, custodial, custodial/maintenance, head custodial/maintenance, secretaries, central office secretary, excluding supervisory personnel, Superintendent's secretary, substitutes, and all others.

ARTICLE II – AGENCY SHOP/MANDATORY DEDUCTIONS

- A. Each bargaining unit member may join the Association.
- B. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), insurance programs not fully employer-paid, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and employer with a minimum of three (3) persons' requesting a deduction to a new company before it will be allowed unless rendered unlawful.
- C. Hold Harmless: The Association agrees to assume the legal defense of any suit or action brought against the Board or the school district, school Board members, agents and representatives (for the deduction of the service fee) under the terms of this Article, and the Association further agrees to indemnify and save the Board, the school district, school Board members, agents and representatives for the Board of the school district, harmless against all claims, demands, costs, suits, damages or other forms of liability, including back pay, and all court or administrative agency costs which may arise out of or by reason of action by the Board for the purpose of complying with this Agreement.

ARTICLE III - MANAGEMENT

Section 1

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and Constitution of the State of Michigan and of 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 system and its properties and facilities.
2. to the full and exclusive control, direction and supervision of operations and working forces, and shall have the right to change jobs or establish new jobs as required by operating procedures, subject to the seniority and other provisions herein contained. The Board has the right to create or change job descriptions and will provide notice to the association.
3. to establish Board regulations, practices and safety rules from time to time and to distribute same to employees.
4. to conduct pre-employment/pre-duty, reasonable suspicion, random and post-accident alcohol and controlled substance testing of each applicant for employment or employee who is required to obtain a commercial driver's license in accordance with state and federal laws and regulations.
5. to require employees to engage in fitness-for-duty, medical examination upon initial employment, where required by law, or when the Board has reasonable cause to believe that the employee is not fit to perform the essential duties of his/her position.

Section 2

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, regulations, rules and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Section 3

Nothing contained in this Agreement shall be construed to limit, directly or indirectly, the Board's management rights under Subsections 15(3) and (4) of the Public Employment Relations Act (PERA). In the event of any conflict between this Section and any provision of this Agreement, this Section shall prevail.

ARTICLE IV - EMPLOYEE DISCIPLINE

Section 1

No bargaining unit member shall be disciplined, reduced in rank or compensation, without just cause. Any such discipline shall be subject to the grievance procedure including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than the time discipline is imposed.

Section 2

A bargaining unit member shall be entitled to have a Union representative of their choice at any meeting which may or shall lead to disciplinary action.

- Should disciplinary action be likely to occur at a meeting or occur as a result of a meeting the district shall inform the bargaining union member prior to the start of the meeting and shall advise the bargaining unit member of their right to have a union representative present.
- If any employee participates in a meeting and during the course of that meeting believes it will or shall lead to discipline, the employee shall request union representation and no further action shall take place until such representative is present.
- If the employee refuses union representation, he/she shall sign a statement verifying their decision to waive their right to union representation (See Appendix A). A copy shall be given to the Association President.

Section 3

To encourage the employee to meet required standards of conduct in relation to the performance of his/her work, a system of progressive discipline shall be applied fairly to all members of the bargaining unit. The severity of the violation, including but not limited to intoxication on the job, assault with intent to do bodily harm, sexual misconduct, criminal investigation, may dictate the omission of any step(s). In such cases the district shall inform the

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Association President and/or the MEA UniServ Director in a timely manner and that for purposes of such action, "timely" shall mean the same day, unless there is justifiable cause to delay such notice.

Informal Discipline

1. verbal warning;
2. written warning;

Formal Discipline

1. written reprimand;
2. suspension with pay, pending a "just cause" hearing;
3. suspension without pay; and,
4. dismissal for just cause.

Section 4

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No religious or political activities of any employee, or lack thereof, shall be grounds for any discipline or discrimination with respect to his/her employment. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless the employee has engaged in conduct that adversely affects the school district or the employee's ability to function effectively as an employee.

Section 5

The Board recognizes and will not directly or indirectly interfere with the rights of the employees to be members of the Union and will not discriminate against employees on account of union membership activities.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1

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A grievance shall be defined as an alleged violation of the expressed terms and provisions of this Agreement.

The discharge of probationary employees shall not be subject to the Grievance Procedure.

Any matter for which there is recourse under State or Federal statutes shall not be the basis for any grievance filed under the procedure of this contract.

The Union may call in a representative of the Michigan Education Association at any time.

Section 2

The Association shall handle all grievances brought forward by the Association or a member. The grievant may be present at all meetings (at their option) regarding the grievance. The Board hereby designates as its representative for such purpose the Principal in each building and the Superintendent of Schools or his/her designee.

The term "days," as used herein, shall mean scheduled workdays during the school year.

Grievance(s) shall be submitted in writing and shall contain the following:

1. It shall be signed by the grievant or the Association representative.
2. It shall contain a statement of the alleged violation
3. It shall cite the section or subsection of this contract alleged to have been violated.
4. It shall contain the date(s) the alleged violation took place.
5. It shall specify the relief requested.

Every effort shall be made to settle the grievance in a timely matter. The number of days indicated at each step should be considered as the maximum, and every effort should be made to expedite the process. The parties may, however, agree to extend the time limits at any step.

Section 3

Nothing herein contained shall be construed as limiting the right of any individual employee to present a grievance to school officials and/or the Board and to have those grievances adjusted without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement, and the Association shall be given the opportunity to be represented at such meeting.

Section 4

Level 1: In the event an employee believes there is a basis for a grievance, he/she shall first discuss the matter with his/her building Principal or immediate Supervisor, accompanied by

his/her Association Representative, within ten (10) days of the occurrence or knowledge of the events giving rise to the concern, in an effort to resolve it. A brief notation of the date and subject matter discussed shall be signed, and a copy of same shall be provided to both parties.

Level 2: If, after the informal discussion with the building Principal/Supervisor, the employee desires to pursue an alleged grievance, the grievant and his/her Association Representative shall, within ten (10) days of the informal discussion described in Level 1 above, file a written grievance with the building Principal/Supervisor.

The Principal/Supervisor shall respond, in writing, within ten (10) days of his/her receipt of the written grievance. If the grievance is denied, the Principal/ Supervisor shall state his/her reasons, in writing.

Level 3: If the Association is not satisfied with the Principal's/Supervisor's response, the Union shall meet with the Superintendent within ten (10) days from receipt of the decision. The Superintendent's decision will be given, in writing, to the Association within ten (10) days of the meeting.

Level 4: If the Superintendent's decision is still unacceptable, then the Union, within ten (10) days after receiving the Superintendent's decision, may appeal, in writing, the grievance to the Secretary or President of the Board of Education. A meeting will be held as soon as possible, but within thirty (30) days with the School Board and the Union's Representative to discuss the grievance. The Board shall answer the grievance, in writing, within ten (10) days after the meeting.

Level 5: If the Union is not satisfied with the Board's decision, the Union may appeal the grievance to arbitration with fifteen (15) workdays by filing a written appeal with the American Arbitration Association.

The Arbitrator's decision shall be in writing and will set forth his/her finding of fact, reasoning and conclusions on the issues submitted.

The Arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.

The Arbitrator's authority shall be limited to deciding whether a specific article or section of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under applicable laws. The Arbitrator shall not usurp the functions of the Board in the proper exercise of its judgment and discretion under the law and this Agreement.

The decisions of the Arbitrator shall be final and binding.

The Arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear its own expenses in connection therewith.

Section 5

Employees attending bargaining or grievance meetings shall not be paid extra, nor lose time, for attending such meetings.

Section 6

In the computation of days within which the steps in Section 1 must be taken, "workdays" shall be construed and interpreted to mean "workdays" during the academic year. Between June 1 and August 31, any request, with a statement of reasons, to postpone the timelines to a future date by either party shall be granted, but shall not exceed a period that extends beyond the second, full week of September, unless mutually agreed upon.

Section 7

Time Limits - Grievances not appealed within the time limits by the Union, unless such limits are extended by mutual consent, shall be considered withdrawn. Grievances not answered by the Board within the time limits, unless such time limits are extended by mutual consent, shall be considered granted, within the limits of the Collective Bargaining Agreement.

ARTICLE VI

PROBATION, SENIORITY, VACANCIES, LAYOFF, RECALL, PROMOTIONS

For the purposes of this agreement the term "seniority" shall be defined as the length of continuous service with the Board since the last date of hire.

The District shall notify the Association President whenever there is a new hire, a vacancy, a member on layoff/recall, or a promotion. Such notification shall be in writing.

Section 1

Probation and Seniority.

1. New employees hired into the unit shall be considered probationary for the first forty-five (45) working days. When an employee finishes the probationary period they shall rank for seniority from the original date of hire. Any workday that the probationary employee is absent

shall not count toward completion of the forty-five (45) workdays' probationary period. In the event that more than one individual has the same date of hire, position on the seniority list shall be determined by drawing lots. There shall be no seniority among probationary employees.

2. The seniority list shall be maintained by the Employer and shall contain name of employee, date of hire, the names of all employees in the unit entitled to seniority, and the amount of seniority accrued.

a. A copy of the list shall be provided to the Association President by the end of the first week in October of each school year. The board shall maintain the seniority list on the school web site and shall provide the seniority list to Association members upon request or upon lay-off.

b. It shall be the employee's responsibility to report any discrepancy or error in seniority to the central business office.

3. Seniority shall be lost and employment terminated for any of the following reasons:

a. if the employee quits

b. if the employee retires

c. if the non-probationary employee is discharged for just cause and not reinstated

d. if the employee is absent for three (3) consecutive, workdays without submitting a reasonable excuse acceptable to the Board. The Superintendent will make allowances for emergency situations.

e. if the employee does not return to work from leave of absence within three (3) workdays after the leave expires without submitting a reasonable excuse acceptable to the Board. The Superintendent will make allowances for emergency situations.

f. if the employee is laid off for more than twenty-four (24) months; (non-probationary employees on lay off status who are called back to perform forty (40) hours of bargaining unit work within a calendar year shall have loss of seniority measured from the last day worked in such year)

g. if the employee does not return to work within five (5) working days after the date of recall from layoff without submitting a reasonable excuse acceptable to the employer. The Superintendent will make allowances for emergency situations.

4. Seniority shall not be lost.

a. When an employee is transferred to a non-bargaining unit position his/her seniority shall be frozen.

b. In the event such employee is no longer needed in the supervisory position or no longer desires such position, he/she may return to the bargaining unit within his/her job classification.

c. The employee shall first be returned to his/her former job if it is then held by an employee with less seniority. If his/her former job is then held by an employee with more seniority, he/she shall be permitted to select a job held by an employee with less seniority and for which he/she can qualify, and he/she will be reinstated on the seniority list at the level of his/her accrued seniority.

d. Any employee promoted from the bargaining unit to a supervisory position within the district not covered by this Agreement shall be permitted to continue to accrue seniority for a period of (1) year while in the supervisory position. His/her seniority level shall be frozen at that point.

Section 2

Vacancies

1. A vacancy shall be defined as a newly created position, a vacated present position or a temporary position that the Employer intends to fill on an ongoing basis. In the event the Employer determines that additional employee duties create a need to increase hours of work by more than one hour per day, on a regular basis, the additional time shall be considered a newly created position.

2. A temporary vacancy shall be defined as a temporary absence of an employee for less than thirty (30) consecutive work days. Vacancies of thirty (30) consecutive work days or less, shall be filled by the Superintendent or designated representative. Such temporary vacancy shall not be extended beyond thirty (30) consecutive work days. Vacancies extend beyond thirty days shall be posted in accordance with the contract.

3. Temporary vacancies that are expected to exceed thirty (30) consecutive work days or more shall be posted as Temporary and posted in accordance with the contractual posting process. Such Temporary Vacancies shall include but not be limited to positions created due to leave of absence, seasonal help, or overloads.

- a. If a current bargaining unit member is the successful bidder of a temporary vacancy, his/her previous position(s) will then be posted as a temporary position.
- b. If the temporary position is eliminated during or after the probationary period, the bargaining unit member, in the temporary position, shall be returned to their previous position(s). If their previous position(s) no longer exists or has been cut in hours, the bargaining unit member shall be allowed to use their seniority to bump into a position, held by a less senior bargaining unit member, for which they meet the minimum requirements.
- c. Temporary positions that meet the qualifications for medical benefits shall qualify for benefits or cash in lieu after the member on leave has been absent sixty (60) calendar days and is approved for LTD benefits. The sixty (60) day wait period shall be waived if the person awarded the temporary position qualifies for benefits in their current position and the temporary position meets the qualifications for benefits
4. When a job vacancy occurs in any classification in this bargaining unit, the Board or its representatives will post a notice on the bulletin board giving all employees an opportunity of making application for the job by signing the Job Posting Notice if there is no one on layoff. Said notice shall be posted for a period of five (5) workdays, exclusive of Saturdays, Sundays or holidays. All job postings shall be sent to union representative in other school locations for posting. During summer months, postings shall be mailed to all employees by first-class mail, or e-mail, if available.
5. The Job Posting Notice will show the classification and salary or rate of pay of the vacancy. All posted vacancies shall be filled by the senior, qualified bidder within five (5) workdays of the close of the job posting period. An employee receiving a posted position in another classification will consider that position a priority position and will not be entitled to assume responsibilities in another, temporary or special position that conflicts with the employee's normal work schedule unless requested by administration. During the bidding period the Board may, under a temporary assignment, fill the posted vacancy. The Board will choose the senior employee who meets the conditions of Article VI, Section 4.
6. If a district employee is the successful bidder for the posted position, under this section he/she shall be required to serve a probationary period of thirty (30) working days. If the job is turned down by the employee within thirty (30) working days, or if the Board is not satisfied with the performance of the employee, he/she will be returned to his/her former job. If a posted position is not successfully filled by a qualified bargaining-unit member, the Board shall have the right to hire from outside applicants.

Section 3

Layoff and Recall Procedures - In the event of a reduction in the work force requiring the layoff or reduction in hours of employees in any classification, the following procedure will be used:

1. Probationary employees within the classification(s) where layoffs occur shall be the first to be laid off. No probationary employee shall be retained over a non-probationary bargaining unit member who possesses the minimum qualifications as per the job description to perform the work of the probationary employee.
2. Non-probationary employees within the classification(s) where layoffs occur shall be laid off in accordance to their seniority. The least senior employee within the classification shall be laid off first.
3. Any employee reduced in hours by five (5) or more per workweek for a period which exceeds ten (10) consecutive workdays will be allowed to bump any employee with less seniority in another classification. Such employee will bump the employee with lesser seniority, provided the employee has the ability to perform the duties of the job he/she seeks to bump into and possesses the minimum qualifications as listed in the job description.
4. Employees to be laid off during their normal work schedule will receive at least fifteen (15) work days' notice. Employees to be laid off outside their normal work schedule will receive at least fifteen (15) calendar days notice. Days outside the normal work schedule shall not be paid.
5. Upon notification of layoff or a reduction in hours, any employee who elects to exercise seniority and bump into any other job shall immediately, but not later than five (5) work days, notify the Superintendent of his/her intent and up to ten (10) days, from notification, to determine which position they wish to bump. Notification of layoff, or a reduction in hours, shall be sent to the member and the Association president.
6. Management shall place the employee on the job as soon as possible, but no later than twenty (20) workdays from the day of notification of the intent to bump.
7. Any employee who has insufficient seniority to obtain a job after exercising his/her right as outlined above, shall be recalled to a job in line with his/her seniority and ability. The Board's obligation to recall employees on layoff shall be in effect for twenty-four (24) months after the employee was laid off. Non-probationary employees on layoff called back to perform forty (40) hours of bargaining unit work in a calendar year shall have loss of seniority measured from the last day worked in such year.

If the event a job opening occurs in any department in which an employee is laid off, the following procedures shall be used:

1. The Board shall not be required to recall any probationary employee who was laid off.

2. Employees shall be recalled in inverse order of layoff to a position in the same classification or any other classification for which they have the ability to do the job, provided they possess the minimal qualifications per the job description.

3. All employees displaced from a department shall be recalled to his/her department as job re-openings occur. All employees shall be required to return to his/her job when seniority permits.

4. The Board shall be required to call back bargaining unit employee if his/her regular work is systematically and regularly performed by non-bargaining unit persons, with the exception of room clean out/picking up by teaching staff, when bargaining unit employees are on layoff. Nothing herein is intended to restrict or limit community involvement and voluntary participation within school district functions.

5. Employees who decline recall to a lower classification or fewer hours shall retain recall rights. New Hires, probationary or temporary employees (except as provided by this Agreement) shall not be employed until all employees in that classification have been recalled.

Notice of recall shall be sent to the employee at his/her last known address by certified mail with a copy to the Union. It is the employee's responsibility to keep the Board informed of any changes in his/her address. If the employee fails to report to work within ten (10) workdays from the date of receipt or knowledge of receipt of the notice of recall, or fails to notify the Board of his/her intention to return in five (5) workdays, he/she shall be considered a quit and shall lose all seniority and right thereof. The Board's obligation to recall employees on layoff shall only be in effect twenty-four (24) months after the employee was laid off.

When an opening occurs while any bargaining unit member is on layoff status, the provisions of the section will take precedence over the provisions found in this Article X Section 2-Vacancies.

It is further understood and agreed that if a released employee is returned to a reopened job within one (1) year of being released, that employee will be offered the job with full, accumulated seniority.

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Section 4

Promotions

The parties recognize that job opportunity and security should increase in proportion to the length of service and ability to perform the work. It is agreed, therefore, that in all cases of promotion, demotion, transfer, recall and layoff, the following factors shall be considered:

1. seniority;
2. ability to perform the work;
3. physical fitness for the work.
4. meet minimal requirements of the job description

Where factors two (2) and three (3) are relatively equal, seniority shall be the governing factor. In the event of a dispute over the relative equality of factors two (2) and three (3) in the case of any employee, a trial period of thirty (30) workdays shall be provided if requested by the Grievance Committee of the Union after full discussion of the matter with the Superintendent. The questions of ability and/or physical fitness for the job shall be determined by the Superintendent, subject to the Grievance Procedure after such trial period. There shall be no obligation to extend a trial period to an employee bumping from one position to another who is clearly unqualified for the position and would not become qualified for such position within the trial period provided in the Article. For example, a bus driver of greater seniority attempting to bump into the position of secretary and having no relevant experience, training or aptitude, such seniority employee would not be entitled to the trial period.

ARTICLE VII -WAGES, HOURS AND WORKING CONDITIONS

Section 1

The wage schedule of all employees covered by this Agreement is set forth in Schedule A, which is attached to and incorporated in this Agreement. The Board of Education will place employees on the wage schedule, in accordance with the individual seniority of each employee.

Section 2

Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical failures, or health conditions as defined by the city, county or state health authorities, shall be paid for such days.

In the event a make-up day is required, each employee shall report to their place of work and shall not be paid for that day. Failure to report to work will result in the loss of one day's pay through payroll deduction, unless a sick or personal-leave day is used.

Employees required to work on days when school is not in session because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical failures or health conditions as defined by the city, county or state health authorities shall be

paid their regular rate of pay for such work and, in addition, receive one (1) hour of compensatory time for each hour worked.

Section 3

Upon approval by the building administrator, employees of this bargaining unit shall have the right to use building facilities for meetings at such hours that do not interfere with the regular school program or with any other activities that had been previously scheduled and approved by the Board.

Section 4

Employees temporarily assigned to a job classification paying a higher rate than their regular rate shall receive the higher rate while in such classification. Employees temporarily assigned to a job classification paying a lower rate than their regular rate shall retain their regular rate of pay.

Section 5

The Board will have the right to park school transportation vehicles at any location of its choosing.

The Board will have the right to establish bus routes, bus stops and schedules.

Section 6

Except for the following situations, and only with mutual consent of the Board and the Union President, no supervisory or other employee(s) of the School District who are not in the bargaining unit covered by this Agreement shall perform the work of any bargaining unit employee(s):

1. performance of work for the purpose of instruction or performance of work which is not bargaining unit work;
2. performance of work in case of emergency; and,
3. work provided by KND student in school programs, such as service learning or community service, or by students under disciplinary action.

Section 7

In the event the Superintendent requires the attendance of employees at a meeting, employees will be paid their regular rate of pay for time spent at the meeting up to and including eight (8)

hours. Such meetings will be scheduled between the hours of 8:00 a.m. and 9:00 p.m., exclusive of travel time.

Section 8

Any employee permitted to come to work at his/her scheduled shift's starting time without being notified by the Board that there will be no work shall be allowed to work or be paid for the number of hours for which the employee is scheduled on his/her daily shift or a minimum of two (2) hours, whichever is less.

Section 9

Each employee who works at least two (2) continuous four (4) hour periods of time shall be granted two (2), fifteen (15) minute paid break periods, one (1) being scheduled at the approximate midpoint of the first (1st), four (4) hour shift and the second (2nd) being scheduled at the approximate midpoint of the second (2nd), four (4) hour shift. And any employee working at least for one (1) four (4) hour continuous period of time will be given a fifteen (15) minute break, in and around the mid-point of that work period. The specific scheduling of the break periods shall be done by mutual agreement of the employee and the supervisor. The employee may take the break period in a location of his/her choosing. Employees working overtime will be entitled to an additional, fifteen (15) minute relief time for every two (2) hours worked. In all situations, breaks are to be worked into an employee's normal, work shift. Break time is not to be added on to the work shift.

ARTICLE VIII – VACATIONS AND LEAVES OF ABSENCE

Section 1

All full-time employees shall be entitled to and shall receive vacation, with pay, as follows:

<u>Eligibility</u>	<u>Vacation Time</u>
After one (1) year of full time employment	5 days
After 5 years as a district employee and moving into a full time position	5 days
Full time positions filled during the first year of full time employment shall receive pro-rated vacation time; i.e., 6 months = 2.5 days of vacation	
After five (5) years in a full time position	10 days

After ten (10) years in a full time position	15 days
After twenty (20) years in a full time position	20 days

Unless otherwise provided, "full time" shall mean a person who is scheduled to work eight (8) hours per day in each of the twelve (12) months.

Section 2

Vacations shall be scheduled with the Superintendent of Schools, who when scheduling vacation time, shall take into consideration the requests of the custodial and custodial/maintenance personnel according to seniority and a minimum interference with the work to be performed by them. Vacations may be cumulative for one (1) year, but days carried over must be used by the end of the second (2nd) calendar year. Unused vacation shall be paid to the employee at their full value at the time of termination of employment with the district.

Any seniority employee shall be entitled only to vacation time that he/she has earned in the job classification as custodial or custodial/maintenance personnel and shall not be credited for any vacation time in any other job classification for years he/she has been employed by the School District.

Section 3

All bargaining-unit employees shall be entitled to the following holidays off, with pay, during the work year, provided he/she works his/her last, regularly scheduled day before and his/her first, regularly scheduled day after the holiday. A regularly scheduled day shall include vacation, personal, or other approved leave day.

Labor Day	New Year's Eve Day
Fall Break (Nov 15 th)*	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Eve Day	Fourth of July
Christmas Day	

When holidays fall on a Saturday or a Sunday, the employee shall be granted a compensatory day in the summer, or shall take the Friday or Monday just before/after the holiday as scheduled by the Superintendent, provided the Friday or Monday is not a day of instruction for students.

*The Fall Break will be paid only if it falls on a school day (Monday thru Friday).

Section 4

1. After the probationary period has passed, all bargaining unit employees will be granted ten (10) days of leave each year on July 1st to a maximum bank of one hundred twenty (120) days. Five (5) of these days may be used for personal business per year. Sick days cannot be used for vacations. Seniority will continue on approved leave.

Note: Personal business leave will be allowed if requested forty-eight (48) hours in advance or in the case of an emergency to conduct business of a personal nature which could not be conducted after working hours. Personal-business days will not be cumulative

2. Leave –day requests outside of accumulated sick or personal days may be granted as follows:

a) No pay days are contingent upon the availability of providing a substitute only when a substitute is necessary. Every reasonable effort will be made to find substitutes, when one is needed, by contacting all subs on the sub list.

b) Requests for no-pay days shall be placed in writing forty-eight (48) hours in advance of the leave and submitted to the Superintendent's office. Such written request shall be waived by the Superintendent in case of emergency.

c) Requests for no-pay days shall be for not less than a full work day (not part of a work day), to include all positions worked in one day by the requesting employee.

d) Requests for no-pay days of less than 3 days may be granted directly with no prerequisite days (personal days) exhausted.

e) Requests for no-pay days of 3 or more consecutive days shall require the use of 1 personal day with each request up to/including the exhaustion of all three personal days.

f) Employees may for good cause, upon the approval of the Superintendent, convert one sick day to a personal day if all personal days are exhausted. Such conversion shall include, but not be limited to, business that cannot be conducted outside of the normal work day or meetings/appointments that are beyond the control of the employee.. Only one sick day may be converted each contract year and such day shall be for a full work day (not part of a work day).

g) Employees who are granted unpaid leaves (for other than illness) in excess of fifteen (15) workdays will be required to pay fringe-benefit expenses on a 1/175th day basis. All fringe benefits in connection approved leaves are subject to the conditions stipulated in the Master Policy between the Kaleva Norman Dickson School District Board of Education and each insurance carrier.

3. Bargaining-unit members shall receive a 170-work-day, minimum guarantee.
4. Good Attendance Bonus. An incentive bonus shall be paid to each employee at the conclusion of the school year if sick, personal, or no-pay leave was not used on the following schedule:

<u>Sick Days Used</u>	<u>Incentive Bonus</u>
0	\$175
1	\$100
2	\$50

5. Unused, or accumulated, sick days of an employee with a minimum of ten (10) completed school years' employment in the district shall be paid out at the terminating employee's present rate of pay, times no more than seventy-five (75) days, times the terminating employee's regular hours per day, excluding any overtime. In cases of discharge (subject to the grievance procedure and not to include bus drivers who are terminated for having more than six [6] points) employees will not be paid for those sick days earned during that fiscal year.

6. Any employee who is off work and receiving Workers' Compensation may, at his/her election, receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the number of days for which he/she has accumulated sick leave, provided that in the event he/she received compensation under the Workers' Compensation Law and does not elect to receive from the Board the difference between it and his/her salary, then there shall be no deduction from any of his/her accumulative sick leave benefits provided for in this Agreement, per the current workers' compensation language. Currently, workers' compensation benefits will be paid as of the eighth (8th) day of absence after a work related occurrence. Workers' compensation benefits will not be paid if an employee is off seven (7) days or less. Employees may use their accumulated sick leave for paid compensation during the first seven (7) days of absence.

7. Any employee receiving compensation under the Workers' Compensation Law or returning from a medical leave of absence must present a doctor's certificate showing his/her fitness before he/she shall be authorized to return to work.

8. Funeral leave of absence will be granted to all bargaining-unit employees. When a death occurs in the employee's immediate family, (i.e., spouse, significant other, parent, step-parent, parent or step-parent of a spouse, child or step-child, brother, sister, stepbrother, stepsister, maternal or paternal grandparent) the employee will be granted up to three (3) days of leave. An additional two (2) days of leave may be granted, as necessary, for extended travel or other special circumstances, at the discretion of the Superintendent.

An employee excused from work under this paragraph shall, after making written application, receive the amount of wages he/she would have earned by working during straight-time hours on such regularly scheduled days of work for which he/she is excused (excluding overtime premium pay). Payment shall be made at the employee's rate of pay, not including overtime and night-shift premium, as of his/her last day worked.

9. All bus drivers will be required to have a physical examination in accordance with State law. The Board will stipulate the doctor and pay for the exam. Employees not passing the physical will have thirty (30) calendar days to correct the deficiency and receive a passing physical examination. The employee will pay 50% of the second examination. Bus drivers not passing the initial examination and failing to receive a positive physical examination statement within forty-five (45) calendar days will be terminated from employment. Absence because of failure to pass a physical will be unpaid.

10. All bus drivers will be required to hold current bus driver certification and endorsements according to the State of Michigan General School Laws.

11. Employees (except custodial and custodial/maintenance personnel) hired after September 1st of each year will have sick days prorated from September 1st of that year. Custodians hired after July 1st of each year will have sick days prorated from July 1st of that year.

Section 5

Any employee covered by this Agreement who is required to use his/her own vehicle for transportation of school business, and approved in advance by the administration, will be compensated at the IRS rate per mile.

Section 6

sk
All full-time employees who are members of the National Guard or a Reserve Unit of the Armed Forces will be permitted ten (10) days off per year, with pay, when required to perform active duty. All part-time employees who are members of the National Guard or a Reserve Unit of the Armed Forces will be permitted ten (10) days off per year, with pay, when required to perform active duty, if said active duty occurs during the time of the year in which they are actively employed by the Board.

Section 7

Any seniored employee required to be on Jury Duty will be paid the difference between the allotted jury-duty pay and his/her regular pay while so engaged. No pay will be allowed under this Section if the employee is on vacation for which pay is allowed.

Section 8

Employees shall continue to accrue vacation and sick leave benefits while on Worker's Compensation or paid sick leave.

Section 9

Leaves Without Pay -- Leaves of absence for reasonable periods, not to exceed one (1) year, may be granted by the Board or its designee without loss of seniority for the following reasons:

1. serving in any public or elected, union position;
2. maternity or paternity leave;
3. prolonged illness in the immediate family;
4. personal leave may be granted,
5. educational leave, or,
6. Family Medical Leave Act

1. Family and medical leave is provided for under the Family and Medical Leave Act. Family and Medical Leave allows eligible employees to take up to 12 work weeks of unpaid leave per year for their own serious health condition, childbirth, or to provide care for the employee's newborn child, newly-adopted child, newly-placed foster child, or a child, parent or spouse with a serious health condition. Certain eligible employees may receive up to 12 work weeks of unpaid leave for military exigencies, and up to a total of 26 work weeks of unpaid leave to care for a covered military service member. If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition of the staff member or of the staff member's immediate family member, or for circumstances beyond the control of the staff member, he/she shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.

2. The employer shall retain the employee's health coverage under the group health care plan for the duration of the FMLA leave.

3. Upon return from the FMLA leave, the employee must be restored to his/her original, or equivalent, position with equivalent pay, benefits and other rights of the contract.

4. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

ARTICLE IX – INSURANCE AND RELATED FRINGE BENEFITS

The Board and the Association, by mutual consent, may change carriers during the duration of this agreement, and such change shall not be interpreted as amending or reopening the contract

Upon acceptance by the insurance carriers of the written applications, the Board shall provide premium costs for full-family health, dental, vision insurance, plus life and long-term disability insurance for each bargaining unit member employed by the District after July 1, 2010 who works a minimum of 40 hours per week on a year-around (52-week) basis.

Upon acceptance by the insurance carriers of written applications, the Board shall provide each employee with a seniority date prior to July 1, 1990 and working 33.5 hours or more per week during the school year and his/her immediate family (spouse and/or children) for a full twelve (12) month period beginning September 1st of each year to a maximum premium, as designated below for full family coverage, two-person coverage, or single-person coverage, as applicable. The open-enrollment period will be based upon the requirements of the carrier.

For all employees with seniority dates after July 1, 1990, the Board shall provide premium costs for health, dental, vision, life and long-term disability insurance specified below for each employee working a minimum 33.5 hours a week during the school year. Such health insurance shall be single coverage until reaching Level 6 of the wage schedule. Upon reaching Level 6 of the wage schedule, the employee shall be eligible for up to 50% of the difference between the single-person contract premium rate and the two-person contract premium rate, at a person and one-half (1½) person contract rate. The premium costs above and beyond such rate shall be paid by the employee through payroll deduction. Employees shall be offered family (spouse and children) coverage at group rates, which additional coverage shall be paid for entirely by the employee through payroll deduction.

Effective upon ratification of this contract, the Board's premium costs shall be, as follows:

<u>Coverage Level</u>	<u>Maximum District Premium Contribution</u>
Single-Person Contract	\$ 488.13/Mo
Person & One-Half Contract	\$ 732.20/Mo
Two-Person Contract	\$ 1,020.83/Mo
Full-Family Contract	\$ 1,331.27/Mo

These annual employer paid amounts per the provisions of PA 152 shall be increased at renewal based upon the inflation adjustments that are added per said public act

Cap PAK B costs at:

	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Single	\$ 918	\$ 918	\$918	\$918
2 Person	\$1,997	\$1,997	\$1,997	\$1,997
Full Family	\$2,369	\$2,369	\$2,369	\$2,369

Any premium costs over and above such amounts shall be paid by the employee through payroll deductions.

Any employee qualifying for health care benefits who has the option to have health insurance coverage through a spouse's benefit plan may use the spouse's health insurance coverage and retain only dental and vision coverage through the Kaleva Norman Dickson School District group policy. For those employees electing the waiver of health care benefits, the Board shall pay the cost of the premium for dental and vision. Also, per the Section 125 Flexible Benefits Plan, the Board shall return to the employee 70% of the verified cost savings to the Board resulting from the waiver of health care benefits. The employee shall receive payment of such amount in twenty (20) equal bi-weekly installments, less applicable federal and state taxes. Employees choosing this option after ratification of this contract shall only be eligible for 70% of the single hard cap amount.

No employee shall be removed from the district's health insurance policy because of extended sick absences while under a doctor's care to a maximum of one (1) year. However, the employee will apply for LTD after sixty (60) days. If the employee is approved for LTD, the employee shall be removed from the district's health insurance policy when LTD benefits begin. If for any reason the employee is removed from LTD during the one (1) year period, the district shall provide the employee with health insurance for the duration of the one (1) year time period.

If the employee is on Workers Compensation, they shall be removed from the hospitalization insurance policy after a maximum of two (2) years.

1). Health Insurance – MESSA ABC Plan 1

2). Dental Insurance – Delta Dental

Class I Benefit (Cleanings, etc.)	-	100%
Class II Benefit (Fillings, etc.)	-	75%
Class III Benefit (Bridges, Dentures, Etc.)	-	50%
Annual Maximum	-	\$1000
Orthodontics	-	50% - up to \$1000 Max

3). Vision Insurance – VSP 3

4). Long Term Disability Insurance -

- Sixty (60) day waiting period
 - 66 2/3% monthly benefit
- 5). Life Insurance - Group, term life, AD&D, insurance coverage in the amount of \$20,000

Note: Should the employee terminate employment with the District, he/she shall have thirty-one (31) days from the date of termination to convert his/her negotiated group life insurance coverage to an ordinary life insurance policy without medical examination. It MAY be possible to retain and transfer some term life insurance coverage to a direct-pay basis. It is the employee's responsibility to check with the insurance carrier.

The Board agrees to provide the above benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contracts held by the policy holder.

As of September 1st of each year, the employee will need to sign an Insurance or Cash Election Form for the ensuing policy year (September 1 - August 31), medical coverage, or additional cash compensation instead of medical coverage. The employee electing additional cash compensation will need to present proof of coverage under some other health-insurance-coverage plan.

Once an employee makes his/her insurance or additional cash compensation election at open enrollment, the only time he/she may make an election change is during the next group open enrollment. The only exception to this rule is if the employee has a qualifying event under MESSA's policy. At that time they have up to 30 days to report their loss of other health insurance coverage and complete a Membership and Record Change Form to re-enroll for medical coverage.

Employees shall have insurance benefits terminated on the first day of the month following termination of employment.

Probationary employees will receive fringe benefits on the first day of the month following their forty-five (45) workdays' probationary period.

ARTICLE X - MISCELLANEOUS

Section 1

In the event any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction, the decision shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions shall remain in full force and effect.

Section 2

In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any Court or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made, and said party, after actual notice of same shall within a reasonable time fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

Section 3

If a question arises as to the physical ability of an employee to perform work on his/her job classification for which he/she makes application, the Board may require a physician's examination, by a physician of its choice at the Board's expense. Should a medical question arise from a different opinion given by the employee's physician, the parties hereto shall choose a third physician who, after consulting with the other two (2) physicians, shall render an opinion. Such opinion shall be final and binding upon the parties hereunto. The expense of the third physician shall be divided equally between the parties.

Section 4

Retirement benefits shall be governed by the provisions of the Michigan Public Schools' Employee's Retirement Act. The Board shall pay to the Michigan Public Schools' Employees' Retirement System the contributions required by law.

Section 5

Mop service for custodians and towel and apron services for cooks for the school program shall be provided by the Board. The Board shall pay \$100 annually for custodial, custodial / maintenance, and bus driver work clothing allowance. Employees must submit receipts to receive their clothing allowance. Receipts must be for work clothing for the employee such as, but not limited to, shirts, pants, shoes, boots, and coats. The Board will not pay for non-work related clothing, such as, but not limited to, under garments and clothing for people other than the employee.

SK
Food service employees who are required by law to obtain certification and/or attend training shall be compensated at their regular rate for attending any required training. The district shall be responsible for the cost of all required trainings.

Section 6

The Board shall pay for any employee's physical examination that it requires.

Section 7

There shall be no difference between male and female employees with regard to wages to be paid for doing similar and equal work, it being specifically agreed that female employees receive the same rate as male employees for doing similar, or equal, work.

Section 8

Electronic Surveillance - The Union agrees that the Board may install cameras for the sole purpose of helping to improve student behavior and, accordingly, student safety.

The Board agrees that the tapes made by any cameras are for the purpose of recording student behavior and will not be used in employee discipline with the exception of physical or sexual abuse. The parties agree that no bargaining-unit member will be responsible for the tape, or its quality, or its existence.

The parties agree that the sole purpose of this installation is to make the school district safer and more pleasant.

Section 9

In the event a member of the KND-ESPA wishes to request a change in the hours of his/her employment, the request will only be considered for just cause and must be approved by both the KND-ESPA and KND administration, with no right of appeal.

Section 10

Any union member attaining eight (8) hours of regularly scheduled daily employment with the District will be considered a full-time employee. In addition, no union member will be allowed to bid on a position that will cause them to attain more than eight (8) hours of regularly scheduled daily employment, or forty (40) hours of weekly regularly scheduled employment.

Section 11

SK
The Kaleva Norman Dickson School District has entered into an agreement with the Bear Lake School District to form the Manistee County School Management Cooperative (MCSMC). This Cooperative was organized for the express purpose of providing programs for students. MCSMC programs will in no way diminish the numbers of current KND-ESPA personnel nor diminish the amount of hours they work each day.

Furthermore, any KND-ESPA personnel may apply for and accept positions with MCSMC without loss of seniority. During the time period said employee works for MCSMC, his/her KND-ESPA seniority will not accrue.

Section 12

Non-teaching personnel are to receive free passes under the same procedure as teaching personnel.

Section 13

The KNDESPA shall have four (4) paid leave days to conduct association business. Such business shall be at the discretion of the Association President. The Association President shall inform the superintendent and /or designee of the time needed and such notice shall be given 48 hours prior to use, except in emergency cases.

Section 14

Authorized representatives of the Michigan Education Association shall be permitted to visit the schools of the School District during working hours in accordance with the provisions of the law.

Section 15

The Board will provide a bulletin board in each building for the use of the Union.

Section 16

Each September the Association will provide to the Superintendent the names of the Association President and Grievance Chairperson.

Section 17

The Union will cooperate with the Board in encouraging employees to observe all safety regulations prescribed by the Board and to work in a safe manner as provided by the School Code.

Section 18.

SK
The Board may require, at any time, a physical examination of any employee. The cost of the examination will be paid by the Board.

Section 19

The District shall provide to all employees covered by this agreement three professional development/training days per year. The administration shall provide a minimum of 10 days notice.

Section 20

Employees shall provide a fingerprint record to the District upon hire.

ARTICLE XI - DURATION

The changes to the current Master Agreement will be effective on the first work day following the new Agreement approval by the Board and ratification by the Union, unless stated differently on any specific section and shall remain in full force and effect up to and including the thirtieth (30th) day of June, 2018 and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of this Agreement. The party desiring to change or modify must notify the other party to the Agreement in writing no less than sixty (60) days prior to the expiration date of this Agreement. Should either party of this Agreement serve such notice upon the other party, a joint conference of the Board and Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

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

**KALEVA NORMAN DICKSON
SCHOOL DISTRICT
BOARD OF EDUCATION**


**KALEVA NORMAN DICKSON -
EDUCATION SUPPORT
PERSONNEL ASSOCIATION -**

BY: 

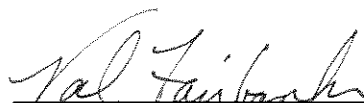
Jeanette Somsel, President

SK


Heather Stapley, Secretary



Sandi Kaskinen, KNDESPA President



Val Fairbanks, Committee Person

SCHEDULE A

SCHOOL

AIDES

<u>STEP</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
1	9.09	9.23	9.36	9.46
2	9.63	9.77	9.92	10.02
3	10.19	10.34	10.50	10.60
4	10.72	10.88	11.04	11.15
5	11.28	11.45	11.62	11.74
6	11.94	12.12	12.30	12.42
Longevity				
15-20 yrs. (3% on base-rate/hours)	12.30	12.48	12.67	12.80
20+ yrs. (5% on base-rate/hours)	12.54	12.73	12.92	13.05

INSTRUCTIONAL /

LIBRARY AIDES

	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
1	9.63	9.77	9.92	10.02
2	10.19	10.34	10.50	10.60
3	10.72	10.88	11.04	11.15
4	11.28	11.45	11.62	11.74
5	11.81	11.99	12.17	12.29
6	12.47	12.66	12.85	12.98
Longevity				
15-20 yrs. (3% on base-rate/hours)	12.84	13.04	13.23	13.36
20+ yrs. (5% on base-rate/hours)	13.09	13.29	13.49	13.62

SK

BUS

<u>DRIVER</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
1	12.09	12.27	12.46	12.58
2	12.65	12.84	13.03	13.16
3	13.18	13.38	13.58	13.71
4	13.74	13.95	14.16	14.30
5	14.28	14.49	14.71	14.86
6	14.94	15.16	15.39	15.55
Longevity				
15-20 yrs. (3% on base-rate/hours)	15.39	15.62	15.85	16.01
20+ yrs. (5% on base-rate/hours)	15.69	15.92	16.16	16.32

LEAD

DRIVER

<u>STEP</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
1	12.65	12.84	13.03	13.16
2	13.18	13.38	13.58	13.71
3	13.74	13.95	14.16	14.30
4	14.28	14.49	14.71	14.86
5	14.83	15.05	15.28	15.43
6	15.49	15.72	15.96	16.12
Longevity				
15-20 yrs. (3% on base-rate/hours)	15.95	16.19	16.44	16.60
20+ yrs. (5% on base-rate/hours)	16.26	16.51	16.76	16.92

COOK

	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
1	9.62	9.76	9.91	10.01
2	10.18	10.33	10.49	10.59
3	10.71	10.87	11.03	11.14
4	11.27	11.44	11.61	11.73
5	11.80	11.98	12.16	12.28
6	12.46	12.65	12.84	12.96

CUSTODIAL /

<u>MAINTENANCE</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
1	12.67	12.86	13.05	13.18
2	13.20	13.40	13.60	13.73
3	13.76	13.97	14.18	14.32
4	14.30	14.51	14.73	14.88
5	14.85	15.07	15.30	15.45
6	15.51	15.74	15.98	16.14
Longevity				
15-20 yrs. (3% on base-rate/hours)	15.98	16.21	16.46	16.62
20+ yrs. (5% on base-rate/hours)	16.29	16.53	16.78	16.95

HEAD

<u>CUSTODIAN / MAINTENANCE</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
1	13.67	13.88	14.09	14.23
2	14.20	14.41	14.63	14.78
3	14.76	14.98	15.20	15.35
4	15.30	15.53	15.76	15.92
5	15.85	16.09	16.33	16.49
6	16.51	16.76	17.01	17.18
Longevity				
15-20 yrs. (3% on base-rate/hours)	16.98	17.26	17.52	17.70
20+ yrs. (5% on base-rate/hours)	17.29	17.60	17.86	18.04

SECRETARY

<u>STEP</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>	<u>2017/18</u>
1	9.90	10.05	10.20	10.30
2	10.45	10.61	10.77	10.88
3	10.99	11.15	11.32	11.43
4	11.55	11.72	11.90	12.02
5	12.08	12.26	12.44	12.56

6	12.74		12.93		13.12		13.25
Longevity							
15-20 yrs. (3% on base-rate/hours	13.12		13.32		13.51		13.65
20+ yrs. (5% on base-rate/hours	13.38		13.58		13.78		13.91

CENTRAL OFFICE

SECRETARY	2014/15	2015/16	2016/17	2017/18
1	10.45	10.61	10.77	10.88
2	10.99	11.15	11.32	11.43
3	11.55	11.72	11.90	12.02
4	12.08	12.26	12.44	12.56
5	12.64	12.83	13.02	13.15
6	13.29	13.49	13.69	13.83
Longevity				
15-20 yrs. (3% on base-rate/hours	13.69	13.89	14.10	14.24
20+ yrs. (5% on base-rate/hours	13.95	14.16	14.37	14.52

Time and one-half will be paid for approved work on Saturdays, Sundays, holidays and for work performed that exceeds 40 hours per week. Such would-be positions must be filled, based upon the seniority call list.

The normal work year for **SCHOOL AIDES** and **INSTRUCTIONAL/LIBRARY AIDES** shall be the number of school days per year, as scheduled by the Board of Education.

The normal work year for **BUS DRIVERS** shall be the number of school days per year, as scheduled by the Board of Education. The **LEAD DRIVER** will be expected to work, as needed, for bus-route and student-pick-up scheduling, and other duties, as required.

All drivers will be compensated for trips over and above their regular, scheduled routes at their regular, scheduled rate of pay. There shall be no meal allowance for extra trips.

A minimum of one and one-half (1½) hours' wages will be paid for extra trips, and a minimum of two (2) hours' wages will be paid for daily, regular runs for all bus drivers covered under this Agreement.

Thirty (30) minutes per day will be added to each driver's regularly scheduled driving time for bus cleaning and pre-trip inspections. When directed by the administration, drivers will receive one (1) hour's pay for the washing of their bus.

Fueling time shall be paid on an hourly basis according to a schedule, as determined by the administration.

All bid runs (i.e., Four Star, CASMAN, voc ed, schools of choice, service learning) will be filled by a substitute driver, only when a union member cannot fill the position.

No driver will be involuntarily assigned to a new or vacant bus run.

The posting and award of any new or vacant bus run shall be in accordance with Article VI.

Any bus driver working with students as an aide (in an educational setting) may not take special bus runs during their normal work hours as it pertains to Article IX, Section 1, Paragraph 2. For all other special runs (i.e., field trips, athletic events, etc.) the bus driver seniority list will be used when these runs are posted.

In order to clarify various issues concerning rates of pay for "regular runs," "special runs," "shuttle runs," etc., the following will apply:

1. Regular A.M. Run - picks students up in the morning and delivers them to school. There is a 2¼-hour guarantee for each such run.
2. Regular P.M. Run - picks students up at school and then deliver students to their homes. There is a 2 ¼ -hour guarantee for each such run.
3. CASMAN Run - takes students to CASMAN Alternative School in Manistee. If run in conjunction with the connecting regular AM run, there is a 3¼-hour guarantee for each such run.
4. Voc Ed Run - These runs take students to Manistee for vocational classes. These runs are paid by the hour (actual time). ACTUAL TIME is the amount of time reported for pre-tripping, driving the route, and returning the bus to the garage.
5. Special Run - Any run for which a bus driver is called in to make or for which he/she is assigned, as posted, independent of another run. These runs have a 1½- hour guarantee.

The normal work year for **COOKS** and **HEAD COOK** shall be the number of school days per year, as scheduled by the Board of Education.

The normal work year for **CUSTODIAL** and **CUSTODIAL/MAINTENANCE** personnel shall be of fifty-two (52) weeks duration each year. The regular workweek should be forty (40) hours.

An afternoon/night-shift premium will be paid equal to 5% of the hourly rate.

The normal work year for **SECRETARIES** shall be 10 months (210 days) per year, as established by the Board of Education. The **CENTRAL OFFICE SECRETARY** will be expected to work, as needed, for summer payroll and other duties, as required.

sk

**NONDISCRIMINATION POLICY
AND
GRIEVANCE PROCEDURES
FOR
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972
TITLE II OF THE AMERICANS WITH DISABILITY ACT OF 1990
SECTION 504 OF THE REHABILITATION ACT OF 1973
THE AGE DISCRIMINATION ACT OF 1975**

NONDISCRIMINATION POLICY

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disability Act of 1990, it is the policy of the Kaleva Norman Dickson School District that no person shall, on the basis of race, color, national origin, gender, age, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity or in employment.

GRIEVANCE PROCEDURES

Section 1

Any person believing that the Kaleva Norman Dickson School District or any part of the school organization has inadequately applied the principles and/or regulations of 1.) Title VI of the Civil Rights Act of 1964, 2.) Title IX of the Education Amendment Act of 1972, 3.) Section 504 of the Rehabilitation Act of 1973, 4.) Title II of the Americans with Disability Act of 1990, or 5.) The Age Discrimination act of 1975, may bring forward a complaint, which shall be referred to as "a grievance," to the District's Civil Rights Coordinator at the following address: **Marlen Cordes, 4400 N. Highbridge Rd. Brethren, MI. 49619**

Section II

The person who believes a valid basis for grievance exists shall discuss the grievance informally and on a verbal basis with the District Civil Rights Coordinator, who shall in turn investigate the complaint and reply with an answer to the complainant within five (5) business days. The complainant may initiate formal procedures according to the following steps:

Step 1

A written statement of the grievance signed by the complainant shall be submitted to the District Civil Rights Coordinator within five (5) business days of receipt of answers to the informal complaint. The coordinator shall further investigate the matters of grievance and reply in writing to the complainant within five (5) days.

Step 2

A complainant wishing to appeal the decision of the District Civil Rights Coordinator may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Coordinator's response. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complainant within ten (10) business days.

Step 3

If unsatisfied, the complainant may appeal through a signed, written statement to the Board of Education within five (5) business days of receiving the Superintendent's response in Step 2. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representative within forty (40) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) days of this meeting.

Step 4

If at this point the grievance has not been satisfactorily settled, further appeal may be made to the Office for Civil Rights, Department of Education, Washington DC 20202.

Inquiries concerning the nondiscriminatory policy may be directed to Director, Office of Civil Rights, Department of Education, Washington DC 20202.

The District Coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the District Civil Rights Coordinator's Office.

Appendix A

Representation Waiver Form

I, _____, hereby waive my right to representation from the KND ESPA. I understand that this meeting, held on _____, 20____, may include or lead to discipline.

Member Signature

Date

Administrator Signature

Date

_____ Bargaining unit member waived their right to Association representation and refused to sign the waiver form.

Administrator Signature

Date

sk

LETTER OF AGREEMENT

Between the

KALEVA NORMAN DICKSON BOARD OF EDUCATION

And the

KALEVA NORMAN DICKSON EDUCATION SUPPORT PERSONNEL ASSOCIATION

RE: Medical Leave Insurance Coverage

It is agreed by the Kaleva Norman Dickson Board of Education and the Kaleva Norman Dickson Education Support Personnel Association that the following members on Long Term Disability or Workers Compensation shall be covered by the previous contract language (2008-2014) if, for any reason, they are removed from LTD or Workers Compensation coverage: Sandi Kaskinen, Tammy Wilson, and Pamela Monroe.

The language from the 2008-2014 contract states:

"No employee shall be removed from the hospitalization insurance policy because of extended sick absences while under a doctor's care to a maximum of two (2) years."

The district shall not be held responsible for continuing health insurance while the member is on LTD.

Both parties agree that the two year time period begins for each member at the beginning of their leave and includes any time on LTD coverage.

Both parties agree that this agreement expires for each member listed when they have been on leave for two years, return to work or leave the district, which ever happens first.

Sandi Kaskinen, KND ESPA President

Date

Marlen Cordes, KND Superintendent

Date