

MASTER AGREEMENT

BETWEEN

**MICHIGAN EDUCATION ASSOCIATION
SUPPORT STAFF**

AND

MCBAIN BOARD OF EDUCATION

September 30, 2019 to June 30, 2022

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AGREEMENT

This Agreement is made and entered into this _____, 2019, by and between the McBain Rural Agricultural School Board of Education, hereinafter called the "Board", and the Michigan Education Association, NEA hereinafter called the "Association", on behalf of its local affiliate, the McBain Educational Support Personnel Association, MEA/NEA.

ARTICLE I – RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for the purposes of collective bargaining, and that said Association is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for all personnel who are within the appropriate bargaining unit, described and defined as:

"All full time and regular part time Bus Drivers, Paraprofessional, and Custodial/Maintenance employees employed by the McBain Rural Agricultural School, excluding supervisors and all other employees."

ARTICLE II – BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code, and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right:
1. To exercise the executive management and administrative control and operation of the school system, its properties and facilities and of the employees of the McBain Rural Agricultural School.
 2. To continue its rights, policies and practice of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, establish, modify or change hours of operation or change schedule of days but not in conflict with the specific provisions of this Agreement.
 3. To determine services (received and rendered), supplies, and equipment necessary to continue its operation. Also to determine all methods and means of distributing the above and establishing standards of operation. Determine the means, methods and processes of carrying on the functions of the school district.
 4. To hire all employees, and subject to the provisions of this Agreement and of the law, to determine their qualifications including physical and/or mental conditions for continued employment or their dismissal or demotion; and to promote and transfer all such employees; to determine the size of the departments; and to layoff employees.

5. To initiate and administer the methods and means of obtaining financial support for the school district.
 6. To initiate and administer an evaluation program for all employees.
 7. To contract for services from outside or within the school district when special skills and/or equipment are required, emergencies arise, or financial necessity.
 8. To establish and determine hours of work and shift schedules including the establishment of bus routes and schedules.
- B. The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this Agreement, and then only to the extent that such terms are in conformance with the Constitution and laws of the United States and the State of Michigan.

ARTICLE III – EMPLOYEE RIGHTS AND PROTECTION

- A. Nothing contained in this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to employees shall be deemed to be in addition to those provided elsewhere.
- B. The Board and the Association agree that neither will in any way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or disability or place of residence.
- C. No employee shall be disciplined without just cause.
- D. Additional payroll deduction plans will be considered and implemented by mutual agreement.
- E. An employee shall be permitted to inspect the contents of his/her personnel file in the presence of the Superintendent. An Association representative may be present if requested by the employee. The personnel file shall not be taken out of the office of the Superintendent. An employee may submit a written notation within ten (10) days regarding any material in the personnel file and the same shall be attached to the referenced file copy.
- F. Any case of assault upon an employee, which had its inception in a school-centered problem, shall be reported immediately in writing to an administrator. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance. Reasonable assistance will not include preparation for trial or defense for trial. It may include an interview with the Board-employed attorney to explain the employee's rights to the employee, but shall not include an obligation for representation by the Board attorney. The Board will provide legal counsel and render all necessary assistance to any employee, limited only to the extent of the errors and omissions contract, who has been sued while performing duties which are in accord to Board policy.

- G. Employees will be compensated at their regular hourly rate when they receive training during their regular working hours as requested by administration.

ARTICLE IV – SENIORITY, LAYOFF AND RECALL

- A. All new employees working for the school system in positions covered by the Association shall serve a one hundred (100) working day probationary period. During this period, he/she may be discharged without further recourse, provided, however, that the Board may not discharge or discipline for the purpose of evading this Agreement or discriminating against Association members. Upon successful completion of the probationary period, the employee shall be placed on the regular seniority list as of the first day worked. In case of discipline within the one hundred (100) working day probationary period, the Board shall notify the Association in writing as soon as possible.
- B. An additional thirty (30) working day probationary period may be required by the Board, where a question remains whether the employee is to be granted permanent status, and then only after discussion with the Association.
- C. Seniority shall be defined as length of continuous service in a regular bargaining unit position and department. In the circumstances of date of hire of more than one individual beginning employment on the same date, a drawing will be conducted to determine position on the seniority list. Should there be any employees holding the same seniority date within the same classification upon ratification of this Agreement, a drawing will be conducted as outlined above within ten (10) days following ratification to determine seniority for those employees.
- D. The Board shall post a seniority list no later than October 1st of each year. This list shall be arranged in order of departmental seniority and shall show each employee's department seniority and District seniority. Said list shall be posted in a conspicuous location at each place of employment. The local Association President shall receive a copy of each seniority list published. The seniority list shall contain the name, last date hired in the district, last date hired in the department and seniority ranking within each department. Objections to the seniority list shall be filed within 10 (ten) days thereafter the list shall be final and conclusive.
- E. An employee shall lose his/her seniority rights if he/she retires, resigns, is discharged for just cause, fails to notify the district of their intent to return to work within ten (10) working days following receipt of a written recall to employment while on layoff, fails to report to work without notice for three (3) days, or is laid off for a period of more than 1 year. It is expressly understood that seniority is not lost during an unpaid leave of absence or a period of layoff, nor shall it accumulate during that time.
- F. In the event of a layoff, the Association shall be notified at least fifteen (15) working days prior to any staff reduction, except in cases of emergency. Employees to be laid off shall be so notified, in writing, at least fifteen (15) working days prior to their release, except in cases of emergency.
- G. Strict departmental seniority shall prevail in the lay-off and recalling of employees. In reducing the work force because of lack of work or other legitimate causes, the last employee hired shall be the first employee laid off, and the last employee laid off shall be

the first employee recalled, provided that further, said employee meets all qualifications, abilities, positive evaluations and attendance. In the laying off and recalling of laid-off personnel, the work performed by said employee shall be considered as a determining factor. If all employees within an affected department have satisfied their right to bump and there remains a vacancy, employees from other departments by seniority, have the right to bump into that vacancy, if qualified and have the ability, positive evaluations and good attendance. An employee may not bump into a position with more hours or at a higher rate of pay unless the employee had seniority in that classification.

- H. Laid off employees shall be given ten (10) working days to notify the district of their intent to return to work. The recall notice shall be mailed to his/her last known address by certified mail. If the employee fails to notify the district of their intent to return within the ten (10) working day period, he/she shall be considered as voluntarily resigning from the school system and shall lose all rights and benefits. During the recall period specified above, the Board shall have the right to assign a temporary employee to fill the open position.
- I. If the Board determines to reduce the working hours of an employee, a fifteen (15) working day notice shall be provided before the new schedule is effective. Said employee may bump into a like position within his/her department for which he/she is qualified, to retain his/her hours. (i.e., part time for part time, regular run for regular run, third run for third run, etc.)
- J. In any situation involving the bumping process, no employee shall have more than five (5) calendar days in which to exercise his/her bumping rights.

ARTICLE V – VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a position previously held by an employee, which the board intends on filling, within the bargaining unit, or a newly created permanent position within the bargaining unit. No vacancy shall be filled on a permanent basis until it has been posted for at least five (5) working days. No vacancy shall be filled with a substitute for more than sixty (60) working days prior to filling the position on a permanent basis.
- B. Said posting shall contain minimum qualifications and responsibilities, hours, immediate supervisor, work year, location, date of vacancy and wage rate. Postings (including all District wide postings) shall be available in the Superintendent's office, all teacher workrooms, posted in the bus garage, and posted on a bulletin board in the custodian's room.
- C. Present departmental employees shall receive first consideration for a vacancy, based upon their seniority, qualifications, evaluations, attendance and ability. It is understood that Bus Route vacancies will be filled on the basis of seniority.
- D. If a vacancy is not filled with a current employee, the Board shall, upon request, notify the most senior employee candidate in writing, giving the reasons as to why a current employee was not hired.

ARTICLE VI – HOURS OF WORK AND OVERTIME

- A. Full time Custodial/Maintenance shall be considered at least forty (40) hours per week and full time Bus Driver shall be driving two (2) regular runs per day. The work week shall be five (5) days a week, from Monday through Friday. Paraprofessionals shall be scheduled as needed.
 - 1. Paraprofessional crosswalk personnel will report to their crosswalk post by 7:40 am and conclude by 8:00 am. If the school day changes this provision shall be amended.
- B. Paraprofessionals shall have a work schedule that includes the same number of days, or half-days, as student contact days. Schedules for paraprofessionals shall be finalized by the Fall State Membership Count day each school year.
- C. Time and one-half (1 1/2) will be paid for all hours worked in excess of forty (40) hours per week. Time and one-half (1 1/2), with a two (2) hour minimum, will be paid for all hours worked by Paraprofessionals and Custodial/Maintenance employees for work on Saturdays. Two (2) times the regular pay rate shall be paid for time worked on Sunday or a designated paid holiday, by Custodial/Maintenance employees or drivers. All weekend or holiday work assignments must be approved by administration.
- D. All employees shall receive a fifteen (15) minute duty free paid break for each four (4) consecutive hours worked. A thirty (30) minute, duty-free unpaid lunch/dinner break shall be provided for those employees scheduled to work no less than a six (6) hour shift. Unpaid lunch breaks shall not be longer than thirty (30) minutes unless the employee and immediate supervisor agree to a longer lunch break.
- E. Custodial/Maintenance employees shall use a seniority rotation for all extra hours outside the employee's normal workday.
- F. Extra trips shall be posted and assigned on a rotating basis, beginning with the most senior driver, having the opportunity to accept or pass the trip. In the event the Board does not receive volunteers for extra bus trips, it has the right to assign such trips to the least senior driver or to a substitute driver.
- G. Employees called in on an emergency (called into work from home and requested to respond within one hour) will be paid an additional stipend of \$15 added to the regular wage pay on an hourly basis (not snow removal).
- H. The employer is not obligated for any summer work positions, but should they exist, these procedures will be followed. The majority of Summer Work positions will be filled by students. If there are additional positions available, the District will post them, first to the classification wherein the work is available, then to all school year employees. Preference will be given in filling these positions to the employees holding greatest seniority within the School District.

ARTICLE VII – COMPENSATION

- A. Each school year employee shall receive her/his pay in twenty-one (21) installments and each year-round employee shall receive her/his pay in twenty-six (26) installments.
- B. Each employee shall receive on his/her paycheck stub an accounting of deductions, taxes and retirement credit earned for each pay period.
- C. The Board will pay the difference of the cost between a regular driver's license and the required license for all Bus Drivers.
- D. The Board will pay up to one hundred dollars (\$100) toward the cost of an annual physical examination for Bus Drivers. The examination will measure items appropriate for the employee's position with the school district. The employee shall have the cost of the physical submitted to his/her health insurance provider, and then submit any unreimbursed amount to the district.
- E. The Board shall pay up to one hundred dollars (\$100) every three (3) years for the purchase of a jacket approved by the Superintendent for regular drivers with two (2) or more daily runs. Said jacket must have the transportation emblem visible. The Board shall reimburse paraprofessionals up to \$50 every three years towards a school approved recess/crosswalk jacket.
- F. At no cost to the employees, the Board will provide custodial/maintenance employees with an 11/5 uniform program. Full-time and part-time custodial and maintenance employees may agree to receive five uniform shirts in place of uniform service at a cost to the district of no more than \$150 per person per year. Employees may choose to purchase a school jacket in place of the uniform shirts not to exceed \$150.
- G. Meal allowances shall be paid to Bus Drivers on extra trips. However, drivers are expected to eat prior to leaving on trips when time permits (when there is 45 minutes or more between ending a regular run and beginning an extra trip). Evening trips leaving before 5:30 p.m. qualify for meal expense. Meal allowance is \$10.00 per meal.
- H. Should lodging be necessary during an extra trip, the actual single occupancy cost incurred by the employee shall be reimbursed by the Board.
- I. Bus Drivers will be paid for trips missed due to less than a full day of school unless notified of scheduled partial day the previous day. Written notice or phone call to the Bus Garage or to the Bus Driver constitutes notice.
- J. Mandatory online training for paraprofessionals will be paid at their hourly rate.

ARTICLE VIII – LEAVES OF ABSENCE

A. Sick Leave

All employees shall be credited with ten (10) days of sick leave per year. These days shall be used for illness or disability of the employee, spouse and/or household dependent, and shall accumulate up to a maximum of ninety (90) days. Up to ten (10) days per year may be used for family illness.

B. Attendance Incentive

1. All school year employees (including part-time paraprofessionals, part-time custodial/maintenance who work at least 25 hours per week and bus drivers) whose absences [except for paid vacations, paid holidays, approved school business leave (e.g. training), and Association business leave] during a semester do not exceed the levels specified below, receive a stipend according to the following schedule.

0 days absent:	\$75.00 stipend
1 day absent:	\$50.00 stipend

2. Full-time (twelve (12) month) employees whose absences [except for paid vacations, paid holidays, approved school business leave (e.g. training), and Association business leave] during a six month period (the six (6) month intervals shall be July 1-December 31 and January 1-June 30) do not exceed the levels specified below shall receive a stipend according to the following schedule:

0 days absent	\$100.00 stipend
1 day absent	\$75.00 stipend

3. For clarification purposes in the paragraph, the six (6) month intervals shall be July 1-December 31 and January 1-June 30. School year employees will be paid at the end of each semester.
4. Upon retirement, bargaining unit members who worked for McBain Rural Agricultural Schools for (20) twenty years or more will receive one hundred fifty (\$150) for each year of service beyond twenty (20) years and payment for unused sick days at 50% wage rate of regularly scheduled work days, not to exceed seven thousand five hundred dollars (\$7,500).

C. Bereavement Leave

1. All employees may use up to a maximum of three (3) non-cumulative paid funeral leave days per death in the immediate family. Personal business days may also be used for attendance at funerals. A maximum of ten (10) employees, four (4) of which may come from Transportation, Paraprofessional or Custodial/Maintenance classifications, may use a personal business day for a funeral on any given day. An extension of up to three (3) personal business days may be granted in case of death in the immediate family. Additional personal days must be approved by the Superintendent. The immediate family is defined as spouse, parents, siblings,

children, grandparents, grandchildren and in-laws. (Applies to both employee and spouse). Requested and approved personal days will be deducted from accumulated sick leave.

D. Personal Business

1. Up to three (3) days of sick leave allowance per year may be used by an employee for personal business. Unused personal business days shall not accumulate from year to year. Personal business days shall be utilized for the purpose of transacting or attending to legal, religious or business matters or scheduled doctor or dentist appointments which require absence during school hours. Except in emergencies, the employee taking leave hereunder shall submit a completed Preplanned Absence Request Form to his/her supervisor at least five (5) calendar days in advance of the day he/she proposes to be absent. The following are examples, but do not constitute limitations of purposes for which personal business or sick leave shall not be used: hunting, fishing, shopping and vacations.

E. Additional days may be available upon application directly to the superintendent. These days are solely at the discretion of the superintendent, and will be handled on a first come, first served basis.

F. Unpaid Leaves of Absence

1. Employees may make written request to the Board for unpaid leaves of absence of not more than one (1) school year in duration.
2. The Family and Medical Leave Act shall be made available to all eligible employees, in accordance with the Act. Paid leave, where applicable, shall be concurrent with FMLA. If the employee fails to return to work on his/her volition, unless there is a catastrophic condition that prevents the employee's return, the employee shall reimburse the Board for insurance paid.

G. Sick Leave Application

1. Each employee should be reminded that the contract provides sick leave to be used ONLY for illness or disability of an employee, spouse and/or household dependent.
2. If an employee's absences raise concerns due to patterned absences, chronic absenteeism or suspected use for other purposes other than illness or disability, the Administration reserves the right to meet with the employee and an Association representative to investigate the problem and search for solutions beneficial to the employee and the district.
3. In accordance with the Michigan Paid Medical Leave Act ("PMLA"), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use paid [sick/medical] leave for any of the following for the employee or family member:
 - a. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care, up to ten (10) days per year.

- b. For a victim of domestic violence or sexual assault, any related medical care or counseling, victim services or legal services, judicial proceedings, or relocation.
- c. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of a public official, or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the PMLA, and shall not provide greater benefits than that allowed by the statute.

H. Jury Duty

In the event an employee is required to serve jury duty, a leave shall be granted. The employee will be paid the difference between his/her regular pay and the compensation received for jury duty or the employee may turn in his/her jury duty check and receive his/her regular pay. A request for pay will be submitted by the employee together with evidence of the amount of compensation received for jury duty. The employee may retain the mileage allowance. If the employee is released early, the employee shall contact the supervisor about returning to work.

ARTICLE IX – HOLIDAYS

A. Bus Drivers

All regular drivers with two (2) or more scheduled trips per day will receive the following paid holidays. Holiday pay will be granted regardless of whether the holiday falls on a weekday or weekend.

Memorial Day, Labor Day, Opening day of deer season, Thanksgiving Day and Christmas Day

B. Custodial or Maintenance

All twelve-month Custodial or Maintenance employees shall receive the following paid holidays. If the holiday falls on a weekday, he/she shall receive pay for said day. If the holiday falls on a weekend, he/she shall have the option to receive an extra weekday off with pay or receive the pay:

New Year's Day, Good Friday (when school is not in session), Memorial Day, Independence Day, Labor Day, Opening Day of Deer Season, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day

C. Paraprofessionals

1. All paraprofessionals shall receive the following paid holidays:

Labor Day, Opening Day of Deer Season, Christmas Day, Memorial Day,
Thanksgiving Day

2. If the holiday falls on a weekend, an employee shall have the option to receive an extra weekday off with pay or receive the pay after the employee has informed both their direct supervisor and the payroll office of their intent.

- D. Employees working during the summer shall have the days provided above plus Independence Day (July 4th).

ARTICLE X – VACATIONS

- A. Part time custodians who work 25 hours per week or more shall receive three (3) days of the regularly scheduled work day as vacation. Full time Custodial/Maintenance employees shall receive paid vacation based on the following schedule:

91st Day through 1st Year: One Week

2nd Year through 5th Year: Two Weeks

6th Year and Beyond: Two Weeks plus one additional day per year to a total of four weeks. (i.e., Employee in 10th year would receive two weeks plus five days, for a total of three weeks.)

- B. Vacation time cannot be accumulated for more than eighteen (18) months at any one time. If the time is not used in this eighteen (18) month time period, it will be lost to the employee, except in cases of emergencies as approved by the Superintendent.

ARTICLE XI – FRINGE BENEFITS

For 2019-2020, the Board shall fund eighty percent (80%) of the applicable IRS minimum deductible for the high deductible plan selected for medical insurance and the medical insurance premium. The district reserves the option to implement statutory cap for January 1, 2021. For those selecting the HSA plan, the Board shall fund the deductible on a monthly basis.

- A. Insurance-Custodial or Maintenance

The Board shall pay 80% of Health/Dental/Vision/LTD/Life premiums as well as 80% towards the \$1,400 (single)/\$2,800 (two-person/full family) health deductible.

Plan A

Health: The health care plan will be MESSA ABC1 \$1,400/\$2,800. The HSA may be used for substantiated medical expenses as well as deductibles. This plan shall include

coverage for eligible dependents through the end of the calendar year that they turn twenty-six.

Dental: SET/SEG Self-Funded Dental
Vision: SET/SEG Self-Funded Vision Plan II
LTD: SET/SEG 66 2/3% with 90 day qualifying period.
Life: \$40,000 (term) with AD&D

The employees' contribution shall be payroll deducted.

Plan B

Plan B - An amount equivalent to the Board's medical benefit plan cost up to \$215 per month shall be contributed on behalf of the employee upon the employee completing application toward other options provided in this contract on the conditions that: (1) if the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee shall be eligible for cash in lieu or Plan B. Full-time custodial/maintenance personnel who elect an annuity payment in lieu of health insurance will receive twelve annuity payments through a salary reduction agreement per year in the amount of \$215. Those employees will receive the same dental, LTD, vision and life insurance as offered to health insurance recipients.

B. Insurance-Bus Drivers and Full-Time Paraprofessionals

The Board shall pay 80% of Health/Dental/Vision/LTD/Life premiums as well as 80% towards the \$1,400 (single)/\$2,800 (two-person/full-family) health deductible. The district reserves the option to implement statutory cap for January 1, 2021.

Plan A

Health: The health care plan will be MESSA ABC 1 \$1,400/\$2,800 Blue PPO. The HSA may be used for substantiated medical expenses as well as deductibles. This plan shall include coverage for eligible dependents through the end of the calendar year that they turn twenty-six.

Dental: SET/SEG Self-Funded Dental
Vision: SET/SEG Self-Funded Vision Plan II
LTD: SET/SEG 66 2/3% with 90 day qualifying period,
Life: \$40,000 (term) with AD&D

Plan B

Full-time bus drivers and full-time paraprofessionals who elect an annuity payment in lieu of health insurance will receive twelve annuity payments through a salary reduction agreement per year in the amount of \$215. Those employees will also receive the same dental/vision/LTD and life insurance as offered to health insurance recipients.

ARTICLE XII – INCLEMENT WEATHER DAYS

- A. In the event of severe inclement weather or when otherwise prevented by an Act of God and schools are closed to students, Bus Drivers shall not be required to report for duty. The Board shall have the right to reschedule, at a later date, any days of instruction required by law so as to qualify the school district for full state aid. Bus Drivers will be notified when the days will be rescheduled. Bus Drivers will be paid for up to three (3) Act of God days per year at the regular hourly rate, regardless of the reason for cancellation. Bus Drivers will be paid for driving on each rescheduled day worked. Paraprofessionals will be paid for up to three (3) Act of God days per year, regardless of the reason for cancellation. In any year that requires school closure of more than three (3) days paraprofessional and transportation employees shall have the option to use up to three (3) unused personal business days or sick days to recover any loss of pay. After three (3) days the employee shall receive pay for up to two (2) additional days, not to be deducted from sick or personal days. On days in which school is delayed or dismissed early, paraprofessionals shall be paid for the full day. Compensation for these days is at the regular rate.
- B. If the law changes during the life of this contract so Act of God days can be counted as days of instruction, Bus Drivers will not have to report for duty on those days, nor will these days be rescheduled, unless they exceed six (6) days.
- C. In the event of severe inclement weather or Act of God closing schools, Custodial/Maintenance employees shall be paid for up to four (4) days. Should severe inclement weather or Act of God cause Custodial/Maintenance employees to be sent home prior to the scheduled ending time of their shift, they shall be paid for their full shift, with no deduction of accumulated leave time.

ARTICLE XIII – ASSOCIATION ACTIVITIES

- A. The Board recognizes the right of the local Association to elect representatives and local officers from within their membership. The Association shall furnish to the Board's administrative representatives the names of all authorized representatives of the local Association and the office they are holding.
- B. The Board shall furnish to the Association, upon written request, all information necessary for the Association to represent its members. The Association shall reimburse the district consistent with FOIA.
- C. Upon written request, the Association shall have the right to use school district buildings for official meetings, subject to the Board policy with respect to building use.
- D. Upon written request by the Association, members shall be permitted to use Board equipment (for Association use) including typewriters, mimeograph machines, copiers, off-set items, provided such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- E. The Board shall grant two (2) days per year to the Association for use by any employee designated by the Association to attend a labor convention, training session, or serve in any capacity or other official Association business provided that:

1. Written request is given to the Superintendent at least five (5) days prior to the absence, and
2. Approval of such request is given by the Superintendent.
3. The Association shall pay the cost of the substitute and the employee's retirement.

ARTICLE XIV - GENERAL TERMS

- A. The driver(s) responsible for the transportation of a suspended student shall be notified when a student is suspended. The notice will be put in the Transportation supervisor's mailbox daily.
- B. Volunteer Ambulance/Fire Department: Those employees who are active volunteer firefighters or ambulance attendants for McBain Volunteer Fire Department and/or Missaukee EMT's, will be released without pay for those emergencies which occur during their work time and for which they are needed and provided they have given notification and coverage is available. Should the absence of employees engaged in these volunteer activities cause undue disruption to the Employer, the parties will meet to formulate a mutually agreeable resolution.
- C. Bus Drivers shall have the responsibility to spot check their buses daily and maintain the bus in a clean and safe manner. Drivers shall also be responsible for fueling their buses.
- D. If any provision of this Agreement shall be found to be contrary to law, then this provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.
- E. Radio Decorum: Radios are for school business use only.
- F. Transportation Time Clock
 1. Each driver shall have the responsibility to punch his/her own time card. No other person shall be allowed to tamper with or punch a card not belonging to them. Any driver believing his/her card to be improperly punched or tampered with, shall notify the supervisor as soon as possible.
 2. Drivers will be compensated for fifteen (15) minutes time prior to each morning, afternoon or extra trip run (shuttles) are considered a part of the appropriate run). Drivers will punch in and be considered "on the clock" fifteen (15) minutes prior to each such run, and shall use the time for pre-trip inspection of their bus.
 3. Drivers shall be compensated for all meetings at which their attendance is required. Such as, but not limited to: discipline meetings and/or paperwork completion, classification meetings, and school-district wide employee meetings/training sessions. Mandated driver in service or training shall be paid at the minimum hourly rate.

4. Drivers shall be compensated for post-trip bus cleaning and for fueling their buses. These duties shall also be considered to “on the clock” time and shall be reflected on each driver’s time card.
5. “On the clock” duties as listed above, shall be noted on the driver’s time card, as applicable.
6. Drivers shall be compensated for any time incurred due to mechanical failure, bus delays (including being stuck) while on a bus run of any type. Such incidents shall also be noted on the driver’s time card, as applicable.
7. Drivers shall receive notification of school cancellations by a telephone call to their home either by a supervisor or an established telephone tree. Drivers scheduled to leave their homes earliest in the morning shall be notified first.
8. Should any driver not receive notification at home prior to the time they would normally leave so as to arrive in a timely manner to run their route, and school is then subsequently canceled or delayed, said driver shall receive compensation for one (1) hour at their regular hourly rate. If school is held, driver will be paid regular wage once run is completed.
9. All drivers responsible for transporting students with health and special learning needs shall be notified of student medical information and IEP information in order to provide safe transportation.
10. When there is a need to fill a run with a 24 hours or less notice drivers shall be contacted and offered the run based on straight seniority, (no rotation.)

G. Vocational Runs

No driver may engage in consecutive runs, even as a substitute. This means the a.m. driver may not drive the same day p.m. run, and the p.m. driver may not drive the next day a.m. run. Afternoon drivers who do not return to the bus garage will begin their time card at approximately 3:00 p.m. The PM CTC run shall have a 15-minute pre-trip. For drivers who run both the regular a.m. run and the vocational a.m. run, the regular a.m. run will be clocked in at approximately 8:15 a.m.

Substitute drivers for vocational a.m. and p.m. runs will be determined by seniority but will follow previously established guidelines for day to day vocational runs. All vocational run drivers must ride the bus run prior to driving the run.

1. PPI runs will be paid at the driver’s hourly rate for a two (2) hour minimum, unless it is already driver’s regular route, and then it will be paid at a one (1) hour minimum. The PPI runs shall be assigned by seniority, but may not be the same driver who has the CTC run.
2. The Little Blessings run will be paid at a rate of \$25.00 per run.

H. Alcohol and Drug Testing

1. All bus drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including testing pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Omnibus Transportation Employee Testing Act of 1991, USC 431.
2. Prior to the start of each school year, employees covered by the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 shall participate in in-service training on the law, procedures and local policies. Employees shall be paid at the minimum hourly wage rate for such time in training.
3. Employees required to submit to, and undergo testing for drugs or alcohol shall be paid for one (1) hour at their regular hourly rate. Treatment costs are to be borne by insurance and/or the Employee.

I. Custodial/Maintenance Definition

1. The primary responsibility of custodial employees shall include the cleaning of district buildings, furnishings and grounds. Custodial employees shall also be expected to perform minor maintenance and at times assist maintenance as assigned by their immediate supervisor.
2. The primary responsibility of maintenance employees shall include the maintenance of district buildings, furnishings and grounds. Maintenance employees shall also be expected to perform custodial duties as assigned by their immediate supervisor.
3. The board shall determine employee classification.

J. General Responsibility of Paraprofessionals

1. Teacher and instructional assistance-regular and special education.
2. Recess duty.
3. Lunchroom assistance.
4. Head lice checks.
5. Student supervision.

General responsibilities will not be limited to the aforementioned tasks, but shall not include duties for which a paraprofessional has not been adequately trained for.

Yearly work assignments shall be provided by building principals. Each paraprofessional will be assigned one (1) building principal as his/her immediate supervisor.

ARTICLE XV – GRIEVANCE PROCEDURE

A. Purpose: The purpose of this procedure is to secure at the lowest possible level equitable solution to grievances.

B. Definitions:

1. Grievance: A claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. Representative: The Association and the Board shall each designate representatives at each step of this Agreement.
3. Days: Any reference to “days” in this Article shall mean calendar days.
4. Written Grievance: Shall contain the following information:
 - a. Date of the alleged violation.
 - b. Summary of the facts leading to the alleged violation, including when available, dates, times, location, names and names of participants.
 - c. Sections or sub-sections of the Agreement alleged to have been violated.
 - d. Specific outline of relief sought.
 - e. Signature of the grievant(s) or in the case of an Association grievance, the local Association President shall sign, including the date of said signature(s).

C. Procedure:

Level One: An employee or the Association, believing there has been a violation of this Agreement, shall within fifteen (15) days of the alleged violation orally discuss the grievance with his/her immediate supervisor or designee in an attempt to resolve the matter. If the grievance involves more than one department, it may be filed with the Superintendent or his/her designee. If no resolution is obtained, the grievance shall be reduced to writing within five (5) days of the Level One discussion and forwarded to Level Two.

Level Two: If the grievance is not resolved at Level One, a copy of the written grievance shall be filed with the immediate supervisor or designee, within five (5) days of the discussion at Level One. Copies of the written grievance shall be given to the Local Association Representative and the Superintendent or designee. Within five (5) days after receiving the written grievance, the immediate supervisor or his/her designee will meet with the grievant(s) and not more than two (2) Association representatives from the local Association in an effort to resolve the grievance. Within five (5) days of the discussion, the immediate supervisor or designee shall render a decision in writing, transmitting a copy of the decision to the grievant(s), the Local Association President, and the Superintendent. If no decision is rendered within five (5) days of the meeting or the

decision is unsatisfactory to the grievant(s) or the Association, the grievance may be appealed at Level Three. Any Level Three appeal must be made by filing a copy of the written grievance, along with any previous responses, with the Superintendent. Any such appeal must be made within five (5) days of the Level Two meeting.

Level Three: A copy of the written grievance shall be filed with the Superintendent as specified in Level Two. Within ten (10) days after receipt of the written grievance, the Superintendent or designee shall meet with the grievant(s) and not more than two (2) Association Representatives in an effort to resolve it. Within ten (10) days of the meeting, the Superintendent or designee shall render a written decision and forward copies to the grievant(s), the Local Association President and the immediate supervisor. If no decision is rendered within ten (10) days or if the decision is unsatisfactory to the Association, the grievance may be appealed to the Board of Education by filing a copy of the written grievance, along with the decision of the Superintendent or designee, with the officer of the Board in charge of drawing up the agenda of the Board meetings, not less than ten (10) days prior to the next regularly scheduled Board meeting.

Level Four: The Association shall be given an opportunity to present a brief summary of the issue(s) involved in the grievance at the next regularly scheduled Board meeting. Such presentation shall not include testimony and/or evidence. The Board of Education shall direct a committee of the Board to schedule a meeting for the purpose of a complete hearing of the grievance within ten (10) days of the Board meeting at which the grievance is introduced. The Board committee shall hear the grievance, allowing the Association and its representative an opportunity to present the facts and arguments surrounding the alleged violation(s) of the Agreement. Within ten (10) days of the hearing, the Board committee shall render a written recommendation to the full Board for action at its next regularly scheduled meeting. The Board may hold future hearings thereon or otherwise investigate the grievance, provided, however, that in no event except with the express written consent of the Association, shall final determination of the grievance be made by the Board of Education more than thirty (30) days after the initial hearing by the Board committee. A copy of the full Board of Education action shall be forwarded in writing to the Superintendent for permanent filing, the immediate supervisor, the grievant(s) and the Local Association President.

Level Five: If the Association so desires, it may, within ten (10) days after receipt of the Board's written decision, refer the matter to mediation through the Michigan Employment Relations Commission.

D. Miscellaneous:

1. Notwithstanding the expiration of this Agreement, any claim or grievance arising may be processed through the grievance procedure until resolution.
2. Unless mutually agreed, the parties will schedule meetings involving the grievance procedure so as not to interfere with employees' work schedule.

ARTICLE XVI – DISCHARGE AND DISCIPLINE

A. Representation

An employee shall be entitled to have an Association representative attend any meeting relative to employee discipline. The employer shall provide to the Association, upon request of the employee, copies of written documentation relating to disciplinary matters.

B. Due Process

The Employer agrees to apply the established and recognized concepts of due process and progressive discipline with respect to employees who have satisfactorily fulfilled a probationary period of one school year. Disciplinary measures may include

- A. Documented written reprimand.
- B. Documented suspension without pay.
- C. Discharge.

C. Discharge

The Employer may consider discharge of non-probationary employees if the misconduct is damaging or threatening to personnel or to school infrastructure. Discharge may be considered for the following:

- 1. Dishonesty.
- 2. Drunkenness.
- 3. Recklessness.
- 4. Gross negligence.
- 5. Under the influence of intoxicating beverages or drugs while on duty; possession.
- 6. Sexual harassment or sexual misconduct.
- 7. Intentional violent injury upon another person on duty.
- 8. Theft or time card fraud.
- 9. Incompetence.
- 10. Insubordination.

Other offenses may result in discharge. Discharge must be implemented by written notice to the Association representative and employee. Employees have the right to request an investigation and appeal.

ARTICLE XVII – DURATION OF AGREEMENT

This Agreement shall be effective as of September 30, 2019, and shall continue in full force and effect through. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. This contract shall expire June 30, 2022.

If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration, this Agreement shall expire at such expiration date unless it is extended by written mutual agreement by both parties.

If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

SIGNATURES

BOARD OF EDUCATION MCBAIN RURAL AGRICULTURAL SCHOOL DISTRICT

MICHIGAN EDUCATION ASSOCIATION on behalf of its MCBAIN EDUCATIONAL SUPPORT PERSONNEL

Mark J. Marore, 10/19/19
Chief Negotiator

[Signature]
Chief Negotiator

Chad Baumark
President

Ann M. Rees
President

[Signature]
Secretary

Stephanie Kline
Secretary

[Signature]
Team Member

[Signature] Ken Schone
Team Member

** If necessary

Emergency Financial Manager

DATE 10/19/19

APPENDIX A – SALARY SCHEDULE

A. Custodial or Maintenance

	2019-2020		2020-2021		2021-2022	
	Custodial	Maintenance	Custodial	Maintenance	Custodial	Maintenance
0-2 years	15.45	16.16	15.70	16.41	15.95	16.66
3-4 years	16.16	16.83	16.41	17.08	16.66	17.33
5-6 years	16.83	17.53	17.08	17.78	17.33	18.03
7-8 years	17.53	18.25	17.78	18.50	18.03	18.75
9+ years	18.25	18.93	18.50	19.18	18.75	19.43

Head maintenance shall receive an additional \$0.75/hour for each hour worked.

Longevity for part-time employees shall be based upon calendar years worked.

Step improvements occur for all employees on July 1. Years of service which are equal to .5 (1/2) or greater on July 1 will be rounded up to the next whole year.

Custodians who are administratively assigned to do maintenance work shall be paid a portion of their wages at the custodial rate and a portion at the maintenance rate. Example: An employee may on a daily basis be paid for five (5) hours at the custodial rate and three (3) hours at the maintenance rate. Such determination shall take into consideration the duties of each Custodial/Maintenance employee and shall be made on an annual basis for each such employee by the employer.

B. Bus Drivers

	2019-2020	2020-2021	2021-2022
Step 1	18.10	18.35	18.60
Step 2	18.50	18.75	19.00
Step 3	18.94	19.19	19.44
Step 4	19.36	19.61	19.86
Step 5	19.77	20.02	20.27
Step 6	20.49	20.74	20.99

Shuttles: NMC shuttles shall leave the bus garage no later than ten (10) minutes prior to student dismissal.

Vocational Run: \$47.77/run

Extra Trips: \$13.52/hour

Longevity: Applicable only to regular runs.

A two-hour minimum shall apply to all extra trips. No driver shall lose wages when a regular run is missed for the driver to take an extra trip. If a driver misses their regular run due to an extra trip, the driver shall be paid their regular rate for the first two (2) hours and at the extra trip rate for all hours thereafter. Regular runs shall be defined as a driver's regular a.m. and p.m. runs.

Drivers School: Minimum wage

C. Paraprofessionals

	2019-2020	2020-2021	2021-2022
Step 1	12.25	12.50	12.75
Step 2-3	13.01	13.26	13.51
Step 4-5	13.86	14.11	14.36
Step 6-7	14.79	15.04	15.29
Step 8-9	15.72	15.97	16.22
Step 10	16.44	16.69	16.94

Longevity: Same longevity table used as for custodial/maintenance employees, all employees shall be held harmless.

Paraprofessionals assigned to special needs' students, as defined by administration, shall receive additional compensation of \$1.00 per hour for those hours serving the special needs students.

Paraprofessionals shall be paid at their regular hourly rate for the normal number of working hours for any change in the school calendar resulting in half days for students (originally scheduled for full days).

Longevity for all employees shall be as follows:

LONGEVITY	
SERVICE YEARS	ADDITIONAL PAY/HOUR
10-14	\$0.45/hour
15-19	\$0.70/hour
20-24	\$0.95/hour
25+	\$1.20/hour

Longevity shall apply to all hours worked.

D. Signing Bonus

Employees shall receive a Fifty and 00/100 Dollar (\$50.00) one-time signing bonus to be paid the second payroll after ratification of this Agreement in 2019.

