

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF
WHITEFORD AGRICULTURAL SCHOOLS
AND THE
WHITEFORD EDUCATION SUPPORT PERSONNEL ASSOCIATION

JULY 1, 2010 – JUNE 30, 2013

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ARTICLE I – DURATION OF AGREEMENT

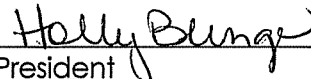
This Agreement will be effective as of March 15, 2011 and will continue in effect until June 30, 2013. The administration and associations covered under this Agreement agree that all language and provisions contained within the past Agreement will carry over unto this Agreement with the exception of those provisions or articles we agree to amend. This Agreement and all its terms, conditions and effects will expire on the date indicated. Arrangements for negotiations between the parties for a new agreement will begin sixty days before the expiration date. This Agreement may be extended by mutual written consent of the parties.

WHITEFORD EDUCATION SUPPORT
PERSONNEL ASSOCIATION MEA-NEA

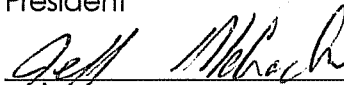
BOARD OF EDUCATION
WHITEFORD AGRICULTURAL SCHOOL



President



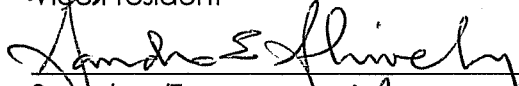
President



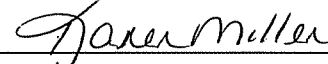
Vice President



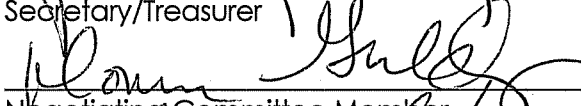
Vice President



Secretary/Treasurer



Secretary



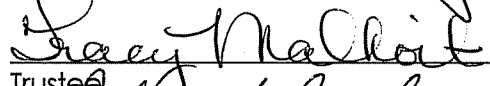
Negotiating Committee Member



Treasurer



Negotiating Committee Member



Trustee



Negotiating Committee Member



Trustee

Negotiating Committee Member

Trustee

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ARTICLE II – RECOGNITION

The Whiteford Board of Education recognizes the WESPA, MEA-NEA to be the exclusive bargaining representative for all full and part-time custodians/maintenance, all full and part-time drivers, aides(s) on special education bus(es), excluding supervisors, substitutes, and all other.

ARTICLE III – BOARD'S RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of Education of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, equipment, and operations.
 2. Continues its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, layoff, and determine the size of the work force.
 4. Determine the services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.
 5. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
 6. Determine the qualifications of employees, including job descriptions and the essential job functions of employees.
 7. Determine overall goals and objectives, as well as all policies affecting the educational programs.
 8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and the table organization.
 10. Determine all financial policies, including all accounting procedures, and all matters pertinent to public relations.
 11. Determine class scheduling, as well as the duties and responsibilities of other employees with respect to such scheduling.

1 C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the
2 Board, the adoption of policies, rules, regulations, and practices in furtherance thereof,
3 and the use of judgement and discretion in connection therewith, shall be limited only
4 by the specific and express terms of this Agreement.
5

6 The listing of specific management rights in this Agreement is not intended to be, nor
7 shall it be restricting of, a waiver of any rights of management not listed and specifically
8 surrendered herein, whether or not such rights have been exercised by the Board in the
9 past.
10

11 ARTICLE IV – AGENCY SHOP

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13
14 A. Each bargaining unit member shall, as a condition of employment, on or before thirty
15 (30) days from the date of commencement of duties or the effective date of this
16 Agreement, whichever is later, join the Association or pay a service fee to the
17 Association equivalent to the amount of dues uniformly required of the members of the
18 Association, less any amounts not permitted by law. The bargaining unit member may
19 authorize payroll deduction for such fee. In the event the bargaining unit member shall
20 not pay such service fee directly to the Association or authorize payment through
21 payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at
22 the request of the Association, deduct the service fee from the bargaining unit
23 member's wages and remit same to the Association under the procedures provided
24 below.
25

26 1. The procedure in all cases of non-payment of the service fee shall be as follows:
27

28 a. The Association shall notify the bargaining unit member of non-compliance
29 by certified mail, return receipt requested. Said notice shall detail the non-
30 compliance and shall provide ten (10) days for compliance, and shall further
31 advise the recipient that a request for wage deduction may be filed with the
32 Board in the event compliance is not effected.
33

34 b. If the bargaining unit member fails to remit the service fee or authorize
35 deduction for same, the Association may request the Board to make such
36 deduction pursuant to Paragraph A above.
37

38 c. The Board, upon receipt of request for involuntary deduction, shall provide
39 the bargaining unit member with an opportunity for a due process hearing.
40 This hearing shall address the question of whether or not the bargaining unit
41 member has remitted the service fee to the Association or authorized payroll
42 deduction of same.
43

44 d. Payroll deductions made pursuant to the procedure outlined above shall be
45 made in equal amounts as nearly as may be from the paychecks of the
46 bargaining unit member so affected.
47

48 B. Pursuant to Chicago Teachers Union v Hudson, 106.S CT . 1066 (1986), the Association
49 has established a policy regarding "Objections to Political-Ideological Expenditures –
50 Administrative Procedures". That policy, and the administrative procedures (including
51 the timetable for payment) pursuant thereto, applies only to non-members. The
52 remedies set forth in that policy shall be exclusive, and unless and until such procedures
53 (including any administrative or judicial review thereof) shall have been availed of and
54 exhausted, no dispute, claim, or complaint by such objecting bargaining unit member

1 concerning the application and interpretation of this article shall be subject to the
2 grievance procedure set forth in this Agreement.
3

4 C. Due to certain requirements established in recent court decisions, the Association
5 represents that the amount of the fee charged to non-members, along with other
6 required information, may not be available and transmitted to non-members until mid-
7 school year (December, January, or February). Consequently, the parties agree that the
8 procedures in this article relating to the payment or non-payment of the representation
9 fee by non-members shall be activated thirty (30) days following the Association's
10 notification to non-members of the fee for that given school year.
11

12 D. The Association will certify at least annually to the district fifteen (15) days prior to the
13 date of the first payroll deduction for professional fees and at least fifteen (15) days prior
14 to the date of the first payroll deduction for service fees, the amount of said professional
15 fees and the amount of service fee to be deducted by the district, and that said service
16 fee includes only those amounts permitted by the Agreement and by law.
17

18 The parties agree to cooperatively discuss and exchange information regarding the
19 Association's service fee collection and objection procedures. The Association agrees
20 upon request from the district, to provide the district for its review a copy of the
21 Association's current "Policy and Administrative Procedures Regarding Objections to
22 Political-Ideological Expenditures" together with a copy of all materials annually
23 distributed by the Association and its affiliates to bargaining unit members who choose
24 not to join the Association and/or to object to the service fee. The Association further
25 agrees to certify to the district that the Association and its affiliates have complied with
26 the above policies and administrative procedures prior to requesting enforcement of
27 the service fee obligation contained in this article.
28

29 E. A bargaining unit member who, because of sincerely held religious beliefs, or due to
30 adherence to teachings of a bona fide religion, body, or sect which has historically held
31 conscientious objection to joining or supporting labor organizations, shall not be required
32 to join or maintain Association membership or otherwise financially support the
33 Association as a condition of employment. However, such bargaining unit member
34 shall be required, in lieu of periodic dues, service fees, and/or initiation fees, to pay sums
35 equal to such amounts to charitable organizations. Donations shall be made to
36 charitable organizations as mutually designated by the bargaining unit member and
37 the Association.
38

39 F. The Association shall indemnify and save the district harmless against any and all claims,
40 demands, suits, or other forms of liability which may arise out of, or by reason of, action
41 taken or not taken by the district in reliance upon information furnished to the district by
42 the Association in the course of enforcing this section. Further, the Association agrees to
43 indemnify and save the district, the Board of Education, the individual members of the
44 Board of Education, and individual administrators harmless against any and all claims,
45 demands, costs, suits, claims for attorney fees, or other forms of liability, as well as all
46 court and/or administrative agency costs that may arise out of, or by reason of, action
47 by the district or its agents for the purposes of complying with the Association's security
48 provisions of this Agreement.
49

50 G. Employees who authorize payroll deduction for Association dues or service fees will
51 have the authorized sum deducted in seven (7) equal installments beginning with the
52 first pay of October and proceeding with November, December, February, March, April
53 and May and remitted to the Association on the second payroll date.
54

1 Employees who need to make-up Association dues or service fees due to partial or no
2 wage compensation will have their Association dues or service fees recalculated for the
3 balance of the school year and paid through payroll deduction accordingly.
4

5 It is the responsibility of the WESPA to inform the school district business manager, in
6 writing, sometime between December 15 and December 31 of each year that dues or
7 service fees are not to be deducted the month of January and will resume in February
8 as described above.
9

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11 **ARTICLE V – WORKING HOURS**
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13 A. Custodial/maintenance personnel will be employed twelve (12) months of the year
14 except that part-time custodians will be scheduled according to the needs of the
15 district. Bus drivers will be scheduled not less than the number of instructional days each
16 school year.
17

18 B. The normal working days shall be: Full-time custodial/maintenance eight hours per day,
19 (full-time employees are authorized forty (40) hours of work each week). bus drivers',
20 special education aide(s), and part-time custodians' daily hours will be scheduled as
21 required by the needs of the district.
22

23 C. Paid rest break shall be scheduled as follows:
24

25 Custodial/maintenance (2) 15 minute breaks per shift
26

27 Break time cannot be used to extend lunch break or shorten the workday, unless
28 approved by a supervisor.
29

30 D. Custodial/maintenance personnel shall be entitled to one-half hour unpaid lunch break
31 during each shift.
32

33 E. The school year will consist of the number of days of instruction as determined by the
34 Board of Education. Scheduled days of student instruction which are not held because
35 of conditions not within the control of school authorities such as inclement weather, fires,
36 epidemics, mechanical breakdowns, or health conditions as defined by the city,
37 county, or state health authorities, shall be rescheduled to insure that there are the
38 minimum number of days of actual student instruction as required by law.
39

40 Custodial and maintenance employees are expected to report to work as scheduled
41 by their supervisor. Employees will receive their regular wages.
42

43 Bus drivers will receive their regular pay for the first two (2) "grace days" pertaining to
44 days of school canceled for "Act of God" reasons. However, for all subsequent days of
45 school canceled due to "Act of God" reasons, bus drivers will not receive their regular
46 pay; rather, they will receive their regular pay when they actually work when "Act of
47 God" days are rescheduled at the end of the school year.
48

49 Attendance at the annual opening bus drivers meeting is mandatory, unless approval is
50 obtained from supervisor and/or superintendent. Bus drivers will be compensated for
51 attendance at this meeting per Article XVI, Sec. E (special inservice programs).
52
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- F. An accurate record of each employee's actual working hours shall be maintained. Each payroll check shall reflect those hours. Bus drivers on regular routes will be credited with three and one-half (3 1/2) hours per day. All special routes which operate on an hourly basis will reflect actual hours worked.
- G. All work time will be calculated to the nearest quarter of an hour.

ARTICLE VI – HOLIDAYS

- A. Full-time employees shall be entitled to the following paid holidays. Full-time employees are those who work thirty-five (35) hours weekly all year.

Labor Day	New Year's Eve	Martin Luther King, Jr. Day **
Thanksgiving	New Year's Day	July 4 (Custodial/ Maintenance)
Day After Thanksgiving	Presidents' Day **	
Christmas Eve	Good Friday	
Christmas Day	Day After Easter (Custodial/Maintenance) **	
Day After Christmas	Memorial Day	

** If school is in session on Presidents' Day and/or Martin Luther King, Jr. Day, and the day after Easter, employees will be required to work without receiving additional holiday pay.

Other employees shall be entitled to the following paid holidays:

Thanksgiving	Good Friday	Martin Luther King, Jr. Day **
Day After Thanksgiving	Memorial Day	
Christmas Day	Labor Day *	
Presidents' Day **		

* When school is in session prior to the Labor Day weekend.

** If school is in session on Presidents' Day and/or Martin Luther King, Jr. Day, employees will be required to work without receiving additional holiday pay.

- B. Employee must work the day before and day after a holiday to receive holiday pay, unless approval is obtained from supervisor and/or superintendent.

ARTICLE VII – VACATION

- A. Custodial/maintenance personnel working at least thirty-five (35) hours per week will be entitled to vacation pay as follows:

1 year service	one week
2 – 4 years service	two weeks
5 – 9 years service	three weeks
10 or more years	four weeks

All employees eligible for vacation pay will have an eligibility date of July 1 annually. Those employees with less than one year of credited service will have their vacation pay prorated accordingly up through July 1 from their date of hire.

1 All employees receive one additional vacation day each year from year 15 to year 19,
2 with vacation days to be capped at twenty-five (25).

3
4 Except with the approval of the superintendent, vacation will be scheduled after the
5 employee's annual anniversary of employment.

6
7 No vacation days will be scheduled without the approval of the supervisor or
8 superintendent three days in advance.

9
10 Upon approval of the administration, bus drivers may take up to five (5) days off
11 unpaid each year if a substitute driver is available to drive the route. It is further
12 understood such leave shall not be granted for the first day or the last day of the
13 school year nor on the working day immediately preceding or following a vacation
14 period, school break, or holiday.

15
16 B. All vacation time will be calculated on the basis of half day or whole day.

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19 **ARTICLE VIII – PAID LEAVES**

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21 A. Sick leave:

22
23 1. Any new employee in custodial/maintenance working thirty-five (35) hours or more
24 per week will earn one sick day per month and if they have perfect attendance
25 they will be awarded a bonus day, or thirteen (13) for the year. Custodians working
26 less than thirty-five (35) hours per week will have their sick days pro-rated based on
27 a thirty-five (35) hour week. Bus drivers will earn one day per month (September
28 through June) with one (1) day bonus for perfect attendance (maximum ten (10)
29 days per year).

30
31 Perfect attendance is defined to mean no absences for any reason, except
32 holidays, vacation days or jury duty.

33
34 2. New employees will receive two (2) days sick leave advance during their
35 probationary period. These days do not increase the employee's maximum yearly
36 sick day allotment. Probationary employees will be entitled to no benefits of any
37 kind, except the above-referenced two (2) days advanced sick leave, until they
38 have completed the ninety (90) work day probationary period.

39
40 B. Unused sick leave shall accumulate from year to year. This accumulation will be
41 capped at one hundred eighty (180) days. An employee with more than 180 days
42 accumulated as of January 31, 2011 will be capped at that number. Employees will
43 receive in writing an accounting of their sick leave during the months of September and
44 February.

45
46 C. Leave for family illness shall be limited to five days per year for full time
47 maintenance/custodial staff. This leave will not be charged to the employee's sick leave
48 account nor will they accumulate from year to year. Bus drivers/aides may use personal
49 sick days for family illness without limitation up to their total accumulation of sick days.
50 Family shall be defined as spouse, child, sibling, parent, parent-in-law or grandparent of
51 the employee. (Note: This paragraph will be subject to negotiation for the 2012 – 2013
52 school year.)

- 1 D. Up to three days per year shall be available to each employee in order to conduct
2 personal business which cannot be conducted outside the regular working hours. Such
3 leave shall not be used for seeking other employment, rendering service or working
4 either with or without remuneration for themselves or for anyone else, for hunting, for
5 fishing, or other vacation or recreational activities. It is further understood such leave
6 shall not be granted for the first day or the last day of the school year nor on the working
7 day immediately preceding or following a vacation period, school break, unpaid leave
8 of absence, or holiday. Such days will be added to sick leave accumulation. No less
9 than one half (1/2) personal business day may be used at any one time by bus drivers
10 and bus aides, and no less than one quarter (1/4) personal business day may be used at
11 any one time by custodians/maintenance and kitchen employees. An employee
12 planning to use a personal leave day(s) will notify his/her supervisor seventy-two (72)
13 hours in advance except in cases of emergency.
14
- 15 E. Bereavement leave will be granted, up to three days per occurrence without limit, in the
16 event of a death in the immediate family of the employee. Immediate family will be
17 defined as spouse, child, parents, siblings, parents-in-law, brother-in-law, sister-in-law,
18 grandparents, and grandchildren. The Board may require proof of relationship. This
19 leave will not be charged to the employee's sick leave account.
20
- 21 F. Attendance at an academic ceremony in which the employee is awarded a degree,
22 or attendance at college graduation of a spouse or child of the employee shall be
23 limited to one day per year. When the high school graduation ceremony of an
24 employee's child is scheduled during the employee's working hours, the employee will
25 be granted one-half day paid leave.
26
- 27 G. Court witness: Court appearance as a witness except when the preceding is
28 concerned with the commission of a circuit court misdemeanor or felony for which the
29 employee is finally adjudged to be guilty in a court of competent jurisdiction, or when a
30 question of subornation arises. Employee will be paid while serving on jury duty with the
31 jury stipend returned to the district.
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ARTICLE IX – UNPAID LEAVES

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36 A. At the employee's request, the Board of Education may approve an unpaid leave of
37 absence for periods of up to sixty days. To be approved for an unpaid leave the
38 employee must have used all available sick leave, personal leave, and vacation time.
39 Extensions of such leaves may be considered.
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41

ARTICLE X – SENIORITY

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44 A. Seniority shall be defined as the length of service in the district since the last date of hire.
45
46 B. Classification seniority shall be defined as the total length of service within a
47 classification (bus driver, special education bus aide, custodial/maintenance).
48
-
- 49 C. Seniority is lost when an employee is terminated for cause, quits, or retires.
50
51 D. Seniority shall not be lost when an employee is on an unpaid leave of absence or on
52 layoff. However, during such periods seniority shall be frozen and shall not continue to
53 accrue, except during a leave of absence for personal or family illness (1 year
54 maximum).

- 1
2 E. The Board shall maintain a seniority list with each employee ranked in order of seniority.
3 Classification(s) seniority held by each employee shall be noted attendant to the
4 employee's name. Said list shall be updated periodically and published. Errors which
5 may be noted shall be communicated to the superintendent for correction.
6

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8 **ARTICLE XI – LAYOFFS**
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- 10 A. In the event the Board determines that layoffs are necessary within a classification, the
11 employee with the least classification seniority from within that classification shall be laid
12 off.
13
14 B. No employee will be laid off without at least two weeks written notice.
15
16 C. Employees on layoff shall be recalled to vacancies in classifications within which they
17 hold classification seniority in order of greatest classification seniority.
18
19 D. In the event a vacancy occurs within a classification from which no employee is on
20 layoff, employees on layoff from other classifications shall have the right of first refusal for
21 that vacancy. Any employee recalled to work in another classification who cannot
22 demonstrate the ability to perform the work during a twenty (20) workday trial period
23 shall be returned to the layoff list.
24
25 E. Employees who are recalled to vacancies within their classification and either refuse the
26 job or fail to become available within two weeks of receiving official notification of
27 recall shall be considered to have voluntarily quit.
28
29 F. Laid off employees shall have first right of refusal to perform any substitute work
30 available within their classification.
31
32 G. In the event an employee is laid off, all accrued sick leave and personal leave days
33 will be frozen for a period of two (2) years from the effective date of the lay-off. If the
34 employee is not recalled back to work within a two (2) year period, he/she will forfeit
35 accrued leave days.

36
37 Accrued vacation days will be paid within the pay cycle which includes the effective
38 layoff date.
39

40 For purposes of recall, bargaining unit employees shall have recall rights for a period
41 equal to the seniority date at time of lay-off.
42

43
44 **ARTICLE XII – VACANCIES**
45

- 46 A. The Board of Education will set the qualifications for vacancies which occur. All school
47 district vacancies will be posted. Prior to filling of a vacancy via laid off personnel or
48 new hires, the Board will give preference, if equally qualified, to active employees who
49 apply in order of greatest classification seniority. The president of the union will be
50 notified of all vacancies.
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ARTICLE XIII – BUS DRIVER ASSIGNMENTS

- A. Special Program (e.g. Special Education) routes shall be available for bid on the basis of greatest classification seniority annually. All other regular routes shall be assigned according to location of the driver's residence in relation to the schools. All regular routes will be reviewed annually by the administration to see if route can be adjusted to get the route closer to driver's house.
- B. Busses shall be assigned in classification seniority order unless vehicle condition or mileage dictates an exception. Drivers will be expected to park assigned vehicles at their residence.
- C. Regular drivers are asked to volunteer to substitute on special education runs. The driver must accept the entire assignment.
- D. Transfer route assignments are made according to the proximity of the driver's residence to the destination site. In the event that two or more drivers live within two (2) miles of the destination site, the assignment will be made in classification seniority order.
- E. Field trips and activity trips are assigned to regular drivers who want additional employment. In the initial drivers' meeting of the school year, drivers shall indicate their willingness to accept these trips. Field trips are those generally assigned before or after school hours and transport more than fifteen (15) students. Drivers who indicate willingness to accept these trips shall be assigned in rotation by classification seniority order. The rotation list will be posted each month in the bus garage. Substitute drivers are not assigned to field trips, activity trips, special trips, transfer routes, special education routes, or ISD Educational Center routes, unless no regular driver is available for that duty.

This article does not prevent Whiteford Schools or booster organizations from securing a commercial carrier or private vehicle to transport students on special occasions.

- F. Any driver so assigned to a field and/or activity trip may notify the employer that he/she wishes to waive compensation for the assignment.
- G. Reimbursed Expenses:
 - 1. Food allowance on extra trips

Allowance for meals (food) on an extra trip will be limited to those trips where the driver is "on the job" in excess of six (6) hours or under circumstances where the normal time for a meal, such as lunch (noon) or dinner (6:00 p.m.) / excluding athletic trips) occurs more than two (2) hours past such mealtime. If a trip calls for the bus to stop to allow passengers to eat, the driver would be reimbursed a food allowance even if it is under the six hour maximum. Drivers who choose to buy "in-between meal snacks" will do so at their expense.
 - 2. Parking fees
 - 3. Fuel purchased on road
 - 4. Road service purchased
 - 5. Extra bus clean-up work with approval of superintendent
 - 6. Upon proof of receipt, drivers will be reimbursed for the cost of admission to any event or function (i.e., field trips, athletic trips, etc.)

- 1 H. If the Whiteford School District should convert a bus to a building trades vehicle, said
2 vehicle will be considered a traveling classroom and does not come under the
3 jurisdiction of the contract. This vehicle may not be used for transporting any other class.
4
- 5 I. Departure time for the lead bus (or busses) from the high school parking lot shall be no
6 earlier than five (5) minutes following the dismissal bell signifying the end of the high
7 school day. (The five-minute bus dismissal time will be determined by the wristwatch of
8 the lead bus driver(s). The lead driver(s) wristwatch will be coordinated with the master
9 clock located in the high school office.)
- 10
- 11 J. The driver and the bus are to remain at the site of the event unless prior drop off and
12 pick up instructions have been arranged. Driver may either attend the event or remain
13 with the bus on the premises.
14

15 However, at all day events, (defined as those lasting six (6) hours or longer) and in which
16 the group involved has no scheduled meal arrangements that the driver would be
17 eligible to attend, the driver may then leave the premises for a period of time not to
18 exceed one (1) hour to obtain a meal. The driver will be limited to leaving only once
19 during the entire day unless the event exceeds twelve (12) hours, in which case two (2)
20 meal periods each not to exceed one (1) hour in length will be allowed.
21

22 Before leaving the premises to obtain a meal, the driver is required to seek out and
23 inform the school personnel in charge (teacher, coach, advisor, etc.) that they are
24 leaving to obtain a meal and the restaurant they can be located at (when possible)
25 should it be necessary to make immediate contact with the driver.
26

27 At outside events (such as football, track or events where there is no shelter) the bus
28 must remain on the premises to provide possible shelter from potential adverse weather
29 conditions. In such cases, the driver will need to make other transportation
30 arrangements to a restaurant or for on site meal(s).
31

32 **ARTICLE XIV – EMPLOYEE AND UNION RIGHTS**

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- 34
- 35 A. The Association has the right to have a representative present at the adjustment of a
36 grievance submitted by an individual employee.
37
- 38 B. The Association may use school buildings for meetings under the same conditions
39 applying to other community groups.
40
- 41 C. The Association shall be granted up to eight (8) days to be used by officers or agents of
42 the Association to attend local, county, state and national meetings of WESPA and its
43 affiliates provided the supervisor is notified five (5) work days in advance. The
44 Association shall reimburse the Board for wages of substitutes contracted under this
45 Article.
46
- 47 D. School equipment and supplies may be used on the premises by the Association. Unless
48 rental arrangements are made, the Association will not use school equipment or
49 supplies for preparing, supporting or carrying on collective bargaining activities.
50 Employee area bulletin boards and mailboxes may be used by the Association for
51 posting and distributing materials. The Association will be responsible for all materials so
52 posted or distributed.
53
54

- 1 E. The Board acknowledges the Association's right of access to the public records of the
2 district including those dealing with financial resources and budgeted expenditures and
3 will provide the Association with copies of these materials in response to reasonable
4 requests.
5
- 6 F. Within thirty (30) days of ratification the Board will provide the Association with twenty
7 four (24) hard copies and one electronic copy of this agreement. An electronic copy
8 will be placed on the district web site. The Board acknowledges the Association's rights
9 to recite the provisions of this agreement to its members as well as the other rights of
10 employees set forth in the statutes of the State of Michigan and of the United States.
11
- 12 G. If the employee agrees, the Board will furnish the Association with copies of its official
13 resolutions which are concerned with the discipline, demotion, or discharge of an
14 employee.
15
- 16 H. Certain rights and responsibilities of employees are prescribed by the laws and
17 Constitution of the State of Michigan. The basic rights of all citizens are guaranteed by
18 the Constitution and Bill of Rights of the United States. The Board will not deprive any
19 employee of such rights.
20
- 21 I. Employees exercising reasonable care with respect to the safety of pupils and property
22 will not be held by the Board to be individually liable except for unlawful acts.
23
- 24 J. When an employee is to be reprimanded, warned or disciplined of an infraction of this
25 Agreement, the employee is entitled to arrange for a representative of the Association
26 to be present. Before any action is taken, two days will be granted to the employee to
27 make arrangements for representation under this provision of the agreement prior to the
28 action being taken.
29
- 30 K. No employee will be disciplined or discharged without just cause. Discipline, when
31 necessary, will be applied accordingly to a progressive scale of severity as follows:
32 verbal warning, written warning, reprimand, temporary suspension without pay,
33 discharge. The Board and the Association recognizes that certain acts are so offensive
34 that severe discipline up to and including discharge may be warranted. In the event
35 the safety or welfare of the students is judged to be in possible jeopardy, the district may
36 immediately suspend the employee and remove the employee from the premises
37 pending an investigation. If the employee is later found to be misjudged, he/she will be
38 reinstated with any appropriate lost compensation.
39
- 40 L. After initial employment no materials will be placed in the employee's personnel file
41 unless the employee has had opportunity to review the material and receive copies.
42 Employees who take exception to materials contained in their personnel file may submit
43 written statements which will be attached to the questioned material. Materials found
44 to be in error will be corrected. If the employee is asked to sign material placed in the
45 personnel file, such signature will indicate only the employee's awareness of the material
46 and will not be interpreted to mean agreement with the content of the material.
47
- 48 M. When a record of unsatisfactory work or behavior is to be filed, the employee will be
49 furnished with:
50
- 51 1. A written statement enumerating the weaknesses observed.
 - 52 2. Clear and concise suggestions for correction or improvement of these weaknesses.
 - 53 3. Administration assistance and advice to help effect improvement.
 - 54 4. A clearly defined period of time in which improvement is to be expected.

- 1
- 2 N. When a pupil on school premises damages or destroys the personal property of an
- 3 employee on duty, the Board will reimburse the employee for any sum related to the loss
- 4 which is not covered by insurance policies of the employee or the district up to a
- 5 maximum of \$100.00.
- 6
- 7 O. Proper equipment and supplies will be provided to carry out any work assignment.
- 8 Employees shall not be expected to carry out work which endangers their health or
- 9 safety.
- 10
- 11 P. Maintenance employees will submit a list of personally owned tools which may be used
- 12 on the job. The supervisor will scratch from the list any tool which he/she will not approve
- 13 being used on the job. In the event a maintenance employee finds a need to use a
- 14 personal tool not on the approved list, he/she must seek approval from the supervisor
- 15 prior to such use for the tool to be covered by the tool allowance.
- 16
- 17 Q. Any full-time contracted maintenance personnel who are currently a member of the
- 18 bargaining unit will not be displaced by the Board subcontracting their
- 19 positions/responsibilities.
- 20

21

22 **ARTICLE XV – GRIEVANCE PROCEDURE AND ARBITRATION**

23

24 A. Grievance Procedure:

25

- 26 1. When an employee, group of employees or the Association believes that there has
- 27 been a violation, misinterpretation or misapplication of any provision of this
- 28 agreement, a written grievance may be filed with the supervisor.
- 29
- 30 2. The employee, group of employees, or the Association will discuss the matter with
- 31 the supervisor during non-working hours, to attempt to resolve it informally. The
- 32 Association representative will also be present, if requested.
- 33
- 34 3. If the matter is not satisfactorily resolved, the following procedure will be followed:
- 35
 - 36 a. A statement of the facts upon which the grievance is based.
 - 37 b. A reference to the articles or sections of this contract which have allegedly
 - 38 been violated.
 - 39
 - 40 c. A statement of the relief requested.
 - 41
 - 42 d. The supervisor shall submit an answer within five (5) working days in writing.
 - 43 One copy of this decision will go to the grievant, one copy to the Association
 - 44 representative, and one copy to the Association.
 - 45

46 Level Two: Within ten (10) work days after reviewing the decision of the supervisor,

47 the grievance may be appealed to the superintendent of schools. The appeal will

48 be in writing, specify the article and section of the agreement allegedly violated

49 and will contain the reason for the appeal, including a copy of the supervisor's

50 decision.

51

52

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1
2 Within three (3) work days after receipt of the appeal, the superintendent will
3 investigate the grievance, give the aggrieved employee and the Association
4 representative a reasonable opportunity to be heard, and render his/her decision
5 in writing. A copy of the decision will be delivered to the employee involved, the
6 Association representative, the Association and the supervisor.
7

8 Level Three: Within ten (10) work days after receiving the decision of the
9 superintendent, any appeal may be delivered to the secretary of the Board of
10 Education. The appeal will be in writing and contain the reason for the appeal
11 and copies of the supervisor's decision and the superintendent's decision.
12

13 The appeal will be heard at the next regularly scheduled board meeting. The
14 Board or its designated representative will investigate the grievance and give the
15 aggrieved employee and the Association a reasonable opportunity to be heard.
16 The Board will render its decision in writing within ten (10) days after holding a
17 hearing on the appeal. A copy of the board's decision will be delivered to the
18 employee involved, the Association representative, the Association, the supervisor
19 and the school superintendent.
20

21 B. Arbitration:

- 22
- 23 1. Any grievance which is not resolved through the procedures prescribed in
24 Paragraph A may be submitted to arbitration provided that a notification of intent
25 to arbitrate is provided to the Board of Education not later than thirty (30) days
26 from the receipt of the written response at Level Three.
27
 - 28 2. Arbitration will be before an impartial arbitrator selected by the parties. If the
29 parties cannot agree on an arbitrator, one will be selected by the American
30 Arbitration Association in accord with its rules, which will likewise govern the
31 arbitration hearing.
32
 - 33 3. The powers of the arbitrator will be limited to interpretation of the articles and parts
34 of this Agreement unless mutually agreed otherwise. The arbitrator shall have no
35 power to require back pay for more than ten (10) days prior to the date a written
36 grievance is filed.
37
 - 38 4. Both parties agree to be bound by the award of the arbitrator.
39
 - 40 5. The fees and expenses of the arbitrator will be paid by the Association when the
41 arbitrator finds in favor of the Board of Education. The fees and expenses of the
42 arbitrator will be paid by the Board of Education when the arbitrator finds in favor
43 of the Association. In the event neither party is sustained in whole, the fees and
44 expenses of the arbitrator will be shared equally.
45
 - 46 6. Any grievance which occurs outside the realm of the supervisor may be started at
47 the superintendent's level.
48
 - 49 7. The term days as used herein shall mean days when work was scheduled. (During
50 summer recess, "days" shall mean week days, excluding weekends and holidays.)
51
 - 52 8. The time limits provided in this article shall be strictly observed but may be
53 extended by written agreement of the parties.
54

- 1
2 9. The Board shall, upon request, provide all information, documents and materials
3 necessary to the determination of the grievance.
4
5 10. The Whiteford Education Support Personnel Association MEA-NEA is the only party
6 to this agreement who has the right to process a grievance to arbitration.
7
8

9 **ARTICLE XVI – WAGES AND BENEFITS**

- 10
11 A. All new employees will serve a ninety (90) actual work day probationary period in which
12 they will be paid one dollar (\$1.00) per hour less than the negotiated rate. At the
13 conclusion of this ninety (90) actual work day probationary period, the employee will be
14 terminated or placed on the regular pay schedule. (Note: Wages and benefits will be
15 subject to negotiations for 2012 – 2013.)
16

<u>Classification:</u>	<u>7-1-10 (0%)</u>	<u>7-1-11 (0%)</u>
1. Custodial/Maintenance	18.31	18.31
Maintenance		
Custodians	15.23	15.23
Part-time labor	12.27	12.27
2. Bus Drivers / Co-Op Route		
a. Regular Routes	58.29	58.29
(daily AM & PM)		
Half day rate	29.15	29.15
If the daily trip exceeds 25 miles with passengers, the following amount will be added for each additional mile:		
	.53	.53
b. Special program routes	17.14	17.14
c. Extra trip rates		
School days, two hour minimum	31.81	31.81
Additional hour	14.33	14.33
Non-school days, two hour minimum	31.81	31.81
Additional hours	14.33	14.33

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52 Bus drivers will be compensated for their a.m. and/or p.m. run(s) if an assigned
53 athletic/field trip is canceled due to weather conditions. (Cancellation must occur
54 same day as trip. Trips canceled prior to same day of trip will not apply as driver

1 will be reassigned to their normal a.m./p.m. run(s).)

2
3 3. Special education bus aide 11.38 11.38

4
5 4. When considering applications for new hires, the board may in its discretion, give
6 credit for past experience, training and skill, and place a new hire into any bracket
7 in the progression schedule. Thereafter employees shall be promoted each six (6)
8 months until reaching the top rate for the classification.
9

10 The superintendent and the driver of the special education route will meet
11 periodically to review the need for an aide on the special education bus.
12

13 B. Overtime:

14
15 1. Employees assigned to work which exceeds forty (40) hours per week shall be paid
16 at time and one-half. Paid vacations or sick leave time will be considered working
17 hours for overtime purposes.
18

19 2. An employee who begins an assignment which later in the day requires overtime
20 will be given the first opportunity to work at overtime.
21

22 3. Employees who are assigned to work on Saturday will be paid time and one-half
23 whether or not forty (40) hours have been previously worked during that week.
24 Employees who are assigned to work on Sunday will be paid double time whether
25 or not forty (40) hours have been previously worked during the week.
26

27 Employees who are assigned to work on Saturdays to service school activities will
28 be paid time and one-half if a paid holiday occurred during the preceding five
29 days. The over-time based on seniority, will be assigned from a rotating list.
30

31 When only one employee is assigned to work a Saturday night special event that
32 requires "lock-up" after 9:00 p.m., he/she shall have the option of equally sharing
33 his/her duties/hours/wages with a second employee. It is understood that the
34 district will only reimburse wages based on the total hours initially assigned the
35 individual employee for the event.
36

37 For the above arrangement to be approved both the "initial" employee assigned
38 the Saturday night duty and the "second" employee must agree to the above
39 stated items. Also, should the "initial" employee choose to share his/her
40 duties/hours/ wages with another employee, the employee next in rotation may
41 turn down the opportunity without penalty of forfeiting their "spot" in the rotation for
42 the next assignment. In the aforementioned case, the next employee(s) on the
43 rotation list would be approached.
44

45 Should the initial employee assigned the Saturday night duty request the "sharing
46 option" and no other employee agree then the "initial" employee assigned the
47 duty must choose to either work alone or pass on the assignment.
48

49 It is agreed that this "sharing option" language only applies to Saturday night duty
50 with a "lock-up" time of 9:00 p.m. or later and that there will be no attempt to
51 expand its application into other areas of the contract.
52

53 4. When an employee is required to work on a holiday, he/she will be paid at two
54 and one-half times the normal rate.

- 1
2 C. An employee who substitutes for another employee at a higher rate and does not work
3 his/her own job will be paid at the higher rate.
4
5 D. An employee who is called to work for emergency duty outside his/her regular hours will
6 receive minimum compensation of two (2) hours wages.
7
8 E. To be eligible to operate a school bus, all drivers must meet the current commercial
9 driver license (CDL) requirements and standards as outlined in Public Act 187 of 1990
10 (enrolled SB 534). Drivers will also be required to meet any and all new or additional
11 changes in state or federal laws relating to eligibility to operate a school bus. The school
12 district will pay the tuition for these classes. The school district will reimburse the driver for
13 attendance by taking the regular route rate and dividing it by three and one-half (3.5).
14 The school district will provide transportation to and from the classes or will reimburse the
15 driver for mileage. No payment will be made if the driver fails to complete the training
16 program or accept assignment as a driver.
17

18 For drivers attending special in-service programs, the district will reimburse the drivers by
19 taking the regular route rate and dividing it by three and one-half (3.5). This will give the
20 rate of pay per hour for in-service programs.
21

- 22 F. Initial/yearly physical examinations are required for bus drivers. The cost of these exams
23 will be reimbursed by the district. Subsequent examinations may be by a physician
24 designated by the school district at the expense of the district. Drivers who prefer may
25 have the examination by a personal physician at their own expense. The Board will
26 reimburse the driver a sum up to the amount of the fee charged by the Board's
27 physician.
28
29 G. Licensing: An individual driver must pay for his/her renewal chauffer licensing fee (CDL).
30 The district will reimburse the driver for the costs in addition to the chauffeur licensing
31 fee. Reimbursement would include required commercial driver's license endorsements
32 and classifications.
33
34 H. Major Medical Insurance: Full-time employees become eligible to participate in board
35 paid major medical insurance (MESSA Choices II – this coverage will include MESSA
36 Saver RX Prescription Plan, a \$10 office visit co-pay and a \$200/\$400 annual
37 deductible. Each employee who takes this coverage will contribute \$15 monthly
38 toward the premium cost. The \$15 monthly premium contribution shall be
39 automatically payroll deducted from the employee's pay on a pre-tax basis through
40 a qualified Internal Revenue Service Section 125 Plan and a Premium Only Plan. This
41 coverage is available for full-time employees after completion of the ninety (90)
42 workday probationary period. Full-time employees are defined as those normally
43 working thirty-five (35) hours per week in one position and shall receive fully paid health
44 insurance for the days they work. The Board will pay a pro-rated premium for major
45 medical insurance for employees who were employed prior to January 1, 2003 who
46 normally work at least thirty (30) hours per week. (Any individual employed prior to
47 January 1, 2003, who transfers to a position of 30-34 hours per week is not eligible for pro-
48 rated premium for major medical insurance.)
49

50 The Board will make the major medical insurance program available to those part-time
51 employees who wish to purchase it at their own expense. It is the employee's
52 responsibility to complete the appropriate application forms and return them to the
53 superintendent's office.
54

1
2 Employees who are eligible for health insurance but who do not require health
3 insurance will be provided a monthly sum of six hundred (\$600) dollars per month.
4

5 If a "regular" part-time employee voluntarily substitutes for another employee, the work
6 hours accumulated, per week, while "subbing" shall not be added to the "regular" part-
7 time hours for the purpose of being eligible for either pro-rated or full medical or any
8 other benefits.
9

- 10 I. The Board will provide full-time year round custodial/maintenance employees with full
11 family dental insurance [MESSA Delta Dental E/007 (80/80/80)]. Full-time
12 custodial/maintenance employees shall be defined as those who normally work thirty
13 five (35) hours per week.
14

15 The Board will pay a pro-rated premium for the family dental insurance [MESSA Delta
16 Dental E/007 (80/80/80)] for those employees who are employed prior to January 1,
17 2003, who normally work at least thirty (30) hours per week. (Any individual employed
18 prior to January 1, 2003 who transfers to a position of 30-34 hours per week is not eligible
19 for pro-rated premium for dental insurance.)
20

- 21 J. The Board will provide twenty-five thousand (\$25,000) dollars of term life insurance for
22 each full-time employee, and each regular/special education bus driver. All other
23 employees covered by this contract who work fifteen (15) hours a week or more shall
24 receive seventeen thousand five hundred (\$17,500) dollars worth of term life insurance.
25 No employee will receive more than twenty-five thousand (\$25,000) dollars of term life
26 insurance under this provision.
27

- 28 K. The Board will provide full family vision insurance for each full-time employee which is
29 equivalent to the MESSA VSP-2 Program, however, the Board has the right to determine
30 the underwriter.
31

- 32 L. Full-time employees retiring at age sixty-five (65) or with at least ten years of service with
33 Whiteford Schools, shall be compensated for sick leave days (number accumulated;
34 capped at one hundred-eighty (180) days) at thirty (\$30) per day.
35

36 Employees who work a minimum of twenty (20) hours per week but less than forty (40)
37 will be compensated for sick leave days (number accumulated; capped at one
38 hundred-eighty (180) days) at twenty-five dollars (\$25.00) per day.
39

40 Employees who work less than twenty (20) hours per week shall be compensated for
41 unused/accumulated sick leave days as follows: fifteen dollars (\$15.00) per day(number
42 accumulated; capped at one hundred-eighty (180) days).
43

44 In the event of the death of a member in service or of a former member receiving
45 terminal reimbursement payments, the beneficiary or estate of the member may elect
46 one of the following options:
47

- 48 1. In monthly installments of \$100
49 2. In a lump sum which will be issued within thirty (30) days of the member's death
50

51 All lump sum and monthly installment payments under this provision will be paid to the
52 Whiteford Agricultural Special Pay Plan (403b). This sum will be paid in monthly
53 installments of not more than \$500.00
54

1 M. Any staff member who in the line of duty sustains injury requiring absence from work
2 which qualifies for payment under the Worker's Compensation Act will be paid during
3 the period of such disability the difference between his/her regular salary and the
4 amount received as payment under the Worker's Compensation Insurance Program for
5 as long as the staff member has illness/injury leave days accumulated. The staff
6 member's illness/injury leave shall be reduced by one-quarter (1/4) day for each full day
7 absent from work during such disability period. Upon expiration of the employee's
8 accumulated illness/injury leave, the board will furnish only medical, surgical, and
9 hospital care benefits as provided by the Worker's Compensation Insurance.

10
11
12 **ARTICLE XVII – MISCELLANEOUS**
13

14 A. Nothing in this contract shall prevent the Board of Education from complying with the
15 requirements mandated under the provisions of the Americans With Disabilities Act.
16

17 B. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been
18 employed at least twelve (12) months and worked at least 1,250 hours during the prior
19 twelve-month (12) period is entitled to twelve (12) work weeks of leave during any
20 twelve-month (12) period without pay but with group health insurance coverage
21 maintained for one or more of the following reasons:
22

23 (a) due to the birth of the employee's child in order to care for the child;
24

25 (b) due to the placement of a child with the employee for adoption or foster care;
26

27 (c) to care for the employee's spouse, child, or parent who has a serious health
28 condition; or
29

30 (d) due to a serious health condition that renders the employee incapable of
31 performing the functions of his or her job.
32

33 A "serious health condition" is defined by the law as an illness, injury, impairment, or
34 physical or mental condition that involves (1) inpatient care in a hospital, hospice or
35 residential medical care facility or (2) continuing treatment by a health care provider.
36 Other mandated conditions of the Family and Medical Leave Act shall apply to leaves
37 in this section.
38

39 C. Omnibus Transportation Employee Testing Act
40

41 All bus drivers shall be required to submit to and pass all physical examinations required
42 by state or federal laws, including drug and alcohol testing required pursuant to the
43 Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 (the "Act"), and its
44 implementing regulations. The Board will develop and implement a written testing
45 policy in accordance with the standards and criteria contained in the implementing
46 regulations of the Act.
47

48 The district will provide, upon request, a copy of its policies and administrative
49 procedures relating to the Act. The district will also in-service drivers annually on drug
50 and alcohol testing. All such in-service shall be considered working time. The district will
51 reimburse the driver by taking the regular route rate and dividing it by three and one-
52 half (3.5). This will give the rate of pay per hour for in-service.
53

54 Drivers undergoing testing as required by the Act will be paid \$10.00 per hour for actual

1 time of testing, travel and mileage reimbursement to and from the testing site provided
2 they are not otherwise scheduled to work for the district during the testing time. Time to
3 and from the testing site will be a maximum of thirty (30) minutes total. (Should the
4 testing site change, the travel time will be subject to negotiation. Bus drivers will be
5 reimbursed the I.R.S. mileage rate when driving their personal vehicle to and from the
6 testing site.

7
8 If drug testing occurs during the time a driver is scheduled to perform other work for the
9 district, the driver will not receive the \$10.00 per hour rate and will receive only the rate
10 of pay for the other employment with the district. If a driver is detained at the test site
11 and as a result misses his/her normal run or assigned field trip, the district will
12 compensate the driver his/her regular or field trip rate of pay, but the driver will not
13 receive the \$10.00 per hour compensation during the testing time.

14
15 All bus drivers will notify the district of the use of any prescription medication taken
16 pursuant to doctor's orders that will affect their ability to safely operate a school bus.

17
18 All bus drivers shall not report to duty while using any prescribed medication except
19 when advised by their doctor that such use does not affect their ability to operate a
20 school bus.

21
22 If a bus driver is randomly selected for testing, under the Act, and the driver has to report
23 to other employment, the district will notify, if requested by the driver, the other
24 employment of the driver's required testing under the Act.

25
26 All bus drivers are expected to comply with the Act. Following a determination that a
27 driver violated the Act, the driver shall be subject to termination.

28
29 E. Custodial/Maintenance employees who are required to work outside during the
30 winter months will be provided with one winter coat during the life of this Agreement.
31 Said employees include the maintenance worker and the day custodial position, with
32 the coats provided when they have successfully completed their probation period.

33
34 F. Six Dickies Work Wear Brand shirts will be provided to custodial/maintenance
35 employees and four aprons and one banquet shirt will be provided for the kitchen
36 staff over the life of the contract, and will be replaced when necessary.
37 Custodial/maintenance workers may not alter the appearance of clothing provided
38 by the district, and said clothing must be worn on a daily basis. Employees will receive
39 the clothing when they have successfully completed their probation period.

40
41 G. One jacket will be provided to all drivers and special education route aide over the
42 life of the contract. Employees will receive the jacket when they have successfully
43 completed their probation period; and, said jacket must be worn on a daily basis,
44 weather permitting.

45
46 Paragraphs E, F and G will not be in effect for the 2010 – 11, 2011 – 12, and 2012 – 13
47 school years.

48
49 **AUTHORIZATION**

50
51 This agreement is authorized by the Public Employment Relations Act (Act 336 of 1947), as
52 amended by Act 379 of the Michigan Public Acts of 1965.