

**AGREEMENT**

between

WALKERVILLE PUBLIC SCHOOLS

and the

MICHIGAN EDUCATION ASSOCIATION

W.E.S.P.

**Effective: July 1, 2011 through June 30, 2012**

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## **AGREEMENT**

THIS AGREEMENT made and entered into this twelfth day of September, 2011, by and between the Walkerville Public Schools, hereinafter referred to as the "Employer" and Michigan Education Association and its local affiliate, the Walkerville Education Support Personnel Association, hereinafter collectively referred to as the "Association."

## **RECOGNITION**

**Section 1.0. Collective Bargaining Unit.** The Employer hereby agrees for the term of this Agreement to recognize the Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment for all of the employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees of the Walkerville Public Schools who are employed in the classifications of Maintenance, Head Custodian, Custodian, Bus Driver, Head Cook, Cook, Secretary, Paraprofessional, Librarian; but excluding all professional employees, supervisors (including custodial/maintenance supervisor, transportation/grounds supervisor, food service supervisor), temporary employees, casual employees, confidential employees, substitute employees, volunteers, and all other employees.

**Section 1.1. Definitions and Employee Coverage.** For purposes of the recognition granted the Association and for purposes of this Agreement, the following definitions shall be applicable:

**Full-Time Employee:** A full-time employee is an employee who is working at least thirty (30) hours per week on a regular schedule in a position classified by the Employer as permanent. An individual is classified as a full time school year employee if their position is normally scheduled to work the school year as set by the school calendar rather than scheduled to work twelve (12) months per year.

**Regular Part-Time Employee:** A regular part-time employee is an employee who is working less than thirty (30) but at least twenty (20) hours per week on a regular schedule in a position classified by the Employer as permanent. Part-time employees are "grand fathered" at fifteen hours if members of union prior to 8/25/97. An individual is classified as a regular part-time school year employee if their position is normally scheduled to work the school year as set by the school calendar rather than scheduled to work twelve (12) months per year.

Irregular Employee: An irregular employee is an individual not included within the above definitions of full-time or regular part-time employee who is working on any other basis, including temporary, casual, or seasonal.

Permanent Position. A permanent position is one anticipated by the Employer to last for a period of at least ninety (90) consecutive days.

Section 1.2. Part-Time and Irregular Employees. The Employer reserves the right to hire and utilize regular part-time employees, irregular employees, and volunteers from time to time. Irregular employees and volunteers shall not be within the recognition granted the Association and shall not be covered by the terms of this Agreement, but the performance of work for the Employer by said non-bargaining unit employees shall be permitted and shall not constitute a violation of this Agreement, provided however, that such employees shall not be hired or utilized so as to cause a full-time or regular part-time employee to be reduced in work or laid off.

## **REPRESENTATION**

**Section 2.0. Collective Bargaining Committee.** The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than three (3) employees selected or elected by the Association from employees covered by this Agreement who have seniority, one of which shall be the steward. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Association may also be present during collective bargaining negotiations.

**Section 2.1. Steward.** The Employer agrees to recognize one (1) Steward who shall be selected or elected by the Association from employees covered by this Agreement who have seniority. It shall be the function of the Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement. When it is necessary for the Steward to leave assigned duties to process a grievance, the Steward shall request to be released from assigned duties. Upon such a request, the supervisor will release the Steward from duties, provided that such a release will not interfere with the orderly and efficient operation of the Employer. The Steward shall return to assigned duties as promptly as possible and shall advise the Steward's supervisor of the return to duty.

**Section 2.2. Alternate Stewards and Collective Bargaining Committee Members.** Alternate stewards and members of the Collective Bargaining Committee may be selected or elected by the Association from employees covered by this Agreement who have seniority. Alternate stewards and alternate members of the Collective Bargaining Committee shall serve temporarily in the absence of the regularly selected or elected steward or members of the Collective Bargaining Committee, and such alternate steward or members shall have the same rights, duties, limitations and obligations as the regularly selected or elected steward or members of the Collective Bargaining Committee during the period of replacement.

**Section 2.3. Identification of Association Representatives.** The Employer shall be informed in writing of the names of the Steward, members of the Collective Bargaining Committee, alternate Stewards or members of the Collective Bargaining Committee, or non-employee representatives of the Association, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

**Section 2.4. Special Conferences.** Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Association may be represented at special conferences by the Steward and a non-employee representative of the Association. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such

conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

Section 2.5. Bargaining and Special Conference Time. Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Association and the employees, whom it represents, and employees shall not be paid for time spent in these activities. Employees may, upon request, be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer.

Section 2.6. Association Access. Authorized representatives of the Association may visit school property at reasonable times for the purposes of administration of this Agreement. The Association agrees that its representatives shall advise the Superintendent's Office of their need to be on school property immediately upon their arrival and that such visits shall not interfere with the operations of the Employer and the work being performed by the employees.

Section 2.7. Use of Employer Facilities and Equipment. The Association shall have the right to use Employer premises for meetings in accordance with the Employer's normal scheduling practices. The Association shall also have the right to use Employer equipment such as computers, copiers and other duplicating equipment for specific bargaining unit work. Association use of said equipment will be at reasonable times when the equipment is not otherwise in use. The Association shall pay for any extra maintenance or custodial cost incurred in the use of the Employer's premises for meetings and the reasonable cost of all materials and supplies incidental to equipment use. Xerox copies shall be charged at \$.10 per page.

## **ASSOCIATION SECURITY**

**Section 3.0. Association Service Fee.** All employees included in the collective bargaining unit set forth in Section 1.0 shall, as a condition of employment, be a member in good standing of the Association or pay to the Association a service fee pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. This obligation shall commence thirty-one (31) days after the execution of this Agreement, or the completion of an employee's first thirty-one (31) days of employment, whichever is later. The service fee shall not exceed the amount of yearly dues collected from Association members. The Association shall advise all employees and the Employer in writing of the amount of its dues and any changes thereto. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Section relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee that given school year. In such event, it is understood that the employee remains obligated for the entire yearly service fee.

The Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to bargaining unit members who are not members in good standing of the Association. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Section shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

**Section 3.1. Failure to Pay Service Fee.** In the event that a bargaining unit member fails to pay a required service fee directly to the Association, or to authorize payment of the service fee through payroll deduction, the Association may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Association shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. This notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Association may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll



deduction for the service fee. The Employer agrees to impose a mandatory deduction for the service fee if it determines that the employee has not paid a required service fee in an amount established by the Association.

Section 3.2. Payment of Service Fees. During the term of this Agreement, the Employer agrees to deduct service fees and Association membership dues, assessments and contributions from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper check off authorization in a form, which shall be supplied by the Association. Any written authorization, which lacks the employee's signature, will be returned to the Association. An employee may pay their service fee directly to the Association or may authorize payment through this payroll deduction program.

All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation, or Association membership dues, assessments and contributions owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Association at an address authorized for this purpose within twenty (20) days following deduction.

If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check off authorization form, no further deductions shall be made until the matter is resolved.

The Employer also agrees to allow the use of the payroll deduction process for such other payments as it may approve.

Section 3.3. Indemnification. The Association agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to, wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of action taken by the Employer pursuant to Sections 3.0, 3.1 and/or 3.2. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with these Sections, the Employer agrees:

- (a) To give timely notice of such action to the Association and to permit the Association to intervene as a party if it so desires and
- (b) To give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

As long as there is no conflict between the positions of the Employer and the Association, the Employer agrees to allow the Association to defend it in the action at the Association's own expense and through counsel of the Association's choice.

## **MANAGEMENT RIGHTS**

**Section 4.0. Management's Rights.** It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate the Walkerville Public Schools in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained rights of management included only by way of illustration and not by way of limitation are as follows: to determine all matters pertaining to management policy; to adopt, modify, change or alter its budget; to determine the services to be furnished, and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of school buildings, operations and departments to be operated and their locations; to eliminate, combine, or establish departments; to determine the number of personnel required; to determine the number of hours to be worked by any employee; to establish and change employee work schedules; to eliminate, establish or combine classifications; to determine the number of supervisors; to hire personnel; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to continue and maintain its operations as in the past; to study and use different machine methods, processes or machines; to subcontract services; to use outside assistance or engage independent contractors either inside or outside of the Employer's facilities; to establish job descriptions and work standards; to make judgments as to the skill and ability of employees; to determine work loads; to promote, demote, discipline, discharge, layoff or recall personnel; to establish and revise work rules and safety rules from time to time; to determine penalties for violations of work and safety rules and other improper employee actions or inactions; and in all respects to carry out the ordinary and customary functions of management. All such retained rights may be exercised by the Employer without prior bargaining or notice to the Association and the Employer's judgment in these areas shall not be subject to challenge; provided, however, these rights shall not be exercised in violation of any specific provision of this Agreement.

**Section 4.1. Rules and Regulations.** The Employer has the right to establish rules and regulations consistent with the provisions of this Agreement. All new or revised rules and regulations shall be made available to the Association for inspection and review if such rules and regulations concern working conditions. If the Association believes that any rule or regulation that concerns working conditions is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) working days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Association does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

**Section 4.2. Discipline and Discharge.** The Employer agrees that discipline and discharge shall be for just cause.

Section 4.3. Discipline Procedures. The Employer agrees to notify an employee of the specific reasons for any discipline. In instances where the Employer desires to conduct an investigatory interview with an employee, the employee shall be entitled upon request to have an Association representative present at the interview. The Employer shall allow an Association representative to be present during the administration of discipline upon request of an employee, but shall not be required to withhold the administration of the discipline more than twenty-four (24) hours in instances where an Association representative is not readily available; provided, however, that the Employer shall not be prevented from administering immediate suspension or discharge by the unavailability of an Association representative.

Section 4.4. Subcontracting. The Employer will not subcontract work normally performed by bargaining unit employees and for which the Employer has facilities to perform, without first giving the Association ten (10) days written notice of the intent to subcontract and without giving the Association an opportunity to bargain about alternatives and the effect on the employees involved. Bargaining to impasse shall not be required to implement subcontracting.

## **WORK STOPPAGES AND ILLEGAL ACTIVITY**

Section 5.0. Continued Work Pledge. The Association agrees that during the term of this Agreement neither it nor its officers, representatives, committeepersons, stewards, members, nor the employees covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation. It is expressly recognized, and the Association agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of picket line at the Employer's premises.

Section 5.1. Violation of Continued Work Pledge. Any employee who violates the Continued Work Pledge of Section 5.0 shall be subject to discipline by the Employer, up to and including discharge. The Association acknowledges that discharge is the appropriate penalty for violation of Section 5.0. Any appeal to the grievance procedure concerning an employee disciplined for violation of Section 5.0 shall be limited solely to the question of whether the employee or employees did in fact engage in an activity prohibited by Section 5.0.

Section 5.2. Further Sanctions. If Section 5.0 of this Agreement is violated, the Employer shall have the right, in addition to any action taken pursuant to Section 5.1, to any other legal remedies the Employer may possess, including injunctive relief.

## **GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 6.0. Definition of Grievance.** For purposes of this Agreement, a grievance shall be defined as a complaint arising under and during the term of this Agreement filed by an employee covered by this Agreement or the Association concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

**Section 6.1. Grievance Procedure.** All grievances shall be handled in the following manner:

**Step 1. Oral Procedure.** An employee with a complaint shall discuss the matter with his immediate supervisor, or designated representative, within five (5) working days from the time of the occurrence of the events giving rise to the complaint or within five (5) working days from the time the employee involved first knew or could have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. The immediate supervisor, the employee involved, and the Steward if requested by the employee may discuss the grievance. A request for the Steward to participate in the discussion of the grievance shall be made by the employee to the immediate supervisor, or designated representative, who shall make proper arrangements as soon as possible. The immediate supervisor, or designated representative, will endeavor to give an oral answer to the complaint within five (5) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

**Step 2. Written Procedure.** If the complaint is not satisfactorily settled in the Step 1, Oral Procedure, the complaint shall be reduced to a written grievance within five (5) working days from the time of the oral answer. The written grievance shall adequately set forth the facts giving rise to the complaint including the Section or Sections of this Agreement in dispute, and shall be signed by the employee or the Steward. The preparation of a written grievance shall not occur during working time. The grievance shall be submitted to the Superintendent or designated representative. The Superintendent, or designated representative, the employee involved, and the Steward if requested by the employee, may discuss the grievance. A request for the Steward to participate in the discussion of a grievance shall be made by the employee to the Superintendent, or designated representative, who shall make proper arrangements as soon as convenient. The Superintendent, or designated representative, shall place a written disposition upon the grievance within five (5) working days and return it to the Steward.

**Step 3. Written Procedure.** If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Steward may appeal the Superintendent's

decision by delivering to the Employer through the Superintendent's office a written request to the Board of Education or its designated representative within fifteen (15) working days following receipt of the Superintendent's written disposition of the grievance. At the Board's next regularly scheduled meeting or within fifteen (15) working days after the grievance has been appealed, a meeting shall be held between the Board or designated representative and a non-employee representative of the Association. The Board, or designated representative, shall place a written disposition on the grievance within twenty (20) working days following the date of this meeting, and return it to the Steward.

Section 6.2. Arbitration. The Association may request arbitration of any unresolved grievance which is arbitral by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the Superintendent's Office within five (5) working days following the receipt of the Board's written disposition in Step 3 of the grievance procedure. If the Board fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Association may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the Superintendent's Office not later than five (5) working days following the date the Board's written Step 3 disposition was due. The grievance may thereafter be submitted to arbitration. If the Association does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

Section 6.3. Selection of Arbitrator. If a grievance is to be submitted to arbitration, each party alternately striking the name of an arbitrator from the panel shall select the arbitrator from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service. The Association shall strike the first name from the first list of arbitrators, and the parties shall alternate making the first strike from successive lists. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, the panel may be rejected and another panel requested. The fees and expenses of the arbitrator and all hearing location costs shall be shared equally by the Association and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

Section 6.4. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly, to rule on the discipline, layoff, recall or termination of any probationary employee or to rule upon any grievances considered settled. If proceedings involving any matter, which is or might be alleged as a grievance are instituted in any administrative action before a governmental board or agency, or in any court, then such administrative or judicial proceeding shall be the sole remedy, and the grievance shall no longer be arbitral. If the

issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

Section 6.5. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Association, the Employer and employees in the bargaining unit, provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 6.6. Grievance Form. The Association, in a form, which coincides with the Grievance Procedure established in this Agreement, shall prepare the grievance form.

Section 6.7. Time Limits. The parties shall follow the time limits established in the grievance procedure hereto. If the Association does not follow the time procedure or the employees represented by the Association, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances, which are considered settled, shall not be arbitral and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances. If the Employer does not follow the time procedure, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may only be extended by mutual written agreement and the period of extension must be specified in the agreement.

Section 6.8. Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

Section 6.9. Pay for Processing Grievances. Employees shall not be paid for time spent while processing grievances or participating in grievance meetings or arbitrations.

Section 6.10. Discharge or Suspension Grievances. All grievances concerning discharge or suspension shall be initiated at Step 2 of the grievance procedure. A written grievance signed by the discharged or suspended employee shall be filed within five (5) working days of the employee's discharge or suspension in order to invoke the grievance procedure in such situations.

Section 6.11. Health and Safety Complaints. Complaints by an employee or the Association about health and safety concerns shall be presented to the Employer for resolution in accordance with the grievance procedure; provided, however, that such complaints are not considered to be grievances nor are they arbitral under the terms of



this Agreement unless the complaint also constitutes an alleged violation of this Agreement.

Section 6.12. Arbitration After Termination of Agreement. Notwithstanding any other provision of this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement; provided, however, that the Employer shall continue to be obligated to arbitrate grievances arising during the term of this Agreement for which a timely grievance has been filed prior to the expiration of this Agreement.

## SENIORITY

Section 7.0. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work with the Employer. Seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in order of preference determined by drawing of lots. The superintendent, in the presence of the Association and the individuals concerned, shall conduct this drawing of lots. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 7.1. Probationary Period. All new employees shall be considered to be on probation and shall have no seniority for the first six (6) months following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to their last date of hire. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been entirely satisfactory to the Employer, the Employer may extend the probationary period for a period not to exceed an additional three (3) months with the prior written approval of the Association. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Association shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

Section 7.2. Seniority List. The Employer shall keep a current seniority list showing each employee's seniority date, and department. A copy of the seniority list shall be provided to the Association on or about November 1 of each year and at such times as changes to the seniority list are made. The seniority list as provided to the Association shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the Grievance Procedure.

Section 7.3. Loss of Seniority. An employee's seniority and the employment relationship with the Employer shall terminate for any of the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is terminated or discharged and the termination or discharge is not reversed through the Grievance Procedure set forth in this Agreement.

(c) If the employee is absent from work for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is for a satisfactory reason.

(d) If the employee fails to report for work on the required date for return from an approved leave of absence or disciplinary suspension, unless the failure to return to work is for a satisfactory reason.

(e) If the employee is on layoff status for a period of thirty-six (36) consecutive months or the length of the employee's seniority at the time of layoff, whichever is lesser, but no less than one full school year after lay-off.

(f) If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a satisfactory reason.

(g) If the employee is convicted of a felony.

Section 7.4. Seniority While on Leave of Absence or layoff. Employees on Employer approved leaves of absence or layoff shall continue to accrue seniority during the period of the leave of absence or the period of time they are laid off, subject to 7.3(e) above.

Section 7.5. Transfer to Non-Bargaining Unit Position. An employee who transfers to a position outside the bargaining unit shall lose his/her seniority.

Section 7.6. Seniority when Hours reduced. When a full time or regular part-time employee changes status to an irregular employee due to a reduction of hours by the employer, seniority shall continue to accrue while said employee maintains a position classified by the employer as permanent; excluding, temporary, casual or seasonal.

## **HOURS OF WORK**

**Section 8.0. Work Week.** The workweek for FLSA purposes for all employees shall begin at 12:00 a.m. on Thursday and end at 11:59 p.m. the following Wednesday. The Employer reserves the right to change the work week for FLSA purposes whenever it determines that operating changes warrant such a change.

**Section 8.1. Hours of Work.** The Employer shall determine the work hours for all employees. Any work period or schedule of work shall not be construed as a guarantee of any number of hours of work or pay per day or per week, since the Employer has the right to establish work schedules, and to increase, reduce, and change them whenever it determines that conditions warrant such changes. The Employer will advise employees of their work schedules at least one week in advance. Prior to scheduling an employee in a manner that would cause the employee to change status from full-time to part-time or part-time to irregular, the Employer will give the employee at least one week's advance notice and will meet with the Association in a special conference to discuss the rationale for the change in hours.

**Section 8.2. Overtime.** All employees shall be expected to work reasonable overtime upon request by the Employer. The Employer shall offer special bus runs on a rotational basis among all bus drivers, but reserves the right to assign the special bus run to a bus driver if there are no volunteers. Except in emergency situations, overtime must be authorized in advance by the employee's immediate supervisor or designated representative.

**Section 8.3. Lunch Periods.** All full-time employees will be allowed a one-half (1/2) hour lunch period with pay. This lunch period shall be at or near the midpoint of the scheduled day. The timing of an employee's lunch break shall be scheduled by the Employer so as not to interfere with the Employer's operations. If a part-time employee works at least six (6) consecutive hours on a particular day, they shall be considered to be a full-time employee on that day for purposes of this section, but the paid lunch period shall not lengthen his workday.

**Section 8.4. Break Periods.** The Employer will endeavor to provide full-time employees a fifteen (15) minute break period with pay. All break periods will be scheduled by the Employer so as to not interfere with the Employer's operations. Employees may not leave the Employer's premises during such breaks. If a part-time employee works at least 6 (six) consecutive hours on a particular day, they shall be considered to be a full-time employee on that day for the purpose of this section, but the paid break shall not lengthen his/her workday.

**Section 8.5. Call-in Pay.** Employees who are called in to work at times other than their regularly scheduled shift shall be paid for three (3) hours at their regular straight time rate or for the time actually worked, whichever is greater.

## LAYOFF AND RECALL

Section 9.0. Indefinite Layoff. When it is determined by the Employer that the work force is to be reduced for an indefinite time, the Employer shall lay off employees in the following order:

- (a) The first employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.
- (b) The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification affected by the layoff in reverse order of seniority.
- (c) Further layoffs from the affected classification shall be accomplished by inverse order of seniority.

Notwithstanding any provision of this Section, a junior employee may be retained if a more senior employee does not have the necessary training, ability and experience to perform the remaining work in an effective and efficient manner.

The Employer will endeavor to give employees and the Association at least thirty (30) days advance notice of a layoff under this section, but in no case will the affected employee be provided with less than seven (7) days advance notice of the layoff.

Section 9.1. Displacement Rights After Indefinite Layoff. Employees with seniority who are indefinitely laid off shall be entitled to displace an employee with the least seniority in another job classification under the following conditions:

- (a) The laid off employee has greater seniority than the employee to be displaced.
- (b) The laid off employee presently has the necessary qualifications, skill, ability and experience to perform in an effective and efficient manner the work in the other job classification.
- (c) The laid off employee will be subject to the provisions of section 10.1 of the Master Agreement.
- (d) The laid off employee elects to exercise his displacement rights within five (5) working days of notification of his layoff.

An employee displaced under this Section shall be laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to his former classification.

Section 9.2. Recall. When it is determined by the Employer to increase the work force after a layoff, employees with seniority previously laid off from that classification would be recalled in inverse order of layoff. In the event that there are no employees with seniority previously laid off from the classification, employees with seniority laid off from other classifications will be recalled in inverse order of layoff, provided that they presently have the necessary qualifications, skill, and ability to perform in an effective and efficient manner the required work. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Section 9.3. The Employer will offer work in any temporary position to the senior laid off employee who presently has the necessary qualifications, skill and ability to perform in an effective and efficient manner the required work prior to employing new individuals in the temporary position.

Section 9.3. Recall Procedure. When employees are to be recalled from layoff, the following procedures shall be followed:

(a) The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

(b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within seventy-two (72) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall to a position offering the same number or greater hours than their previous position shall be considered to have voluntarily quit. Employees who decline recall to a position offering less hours than their previous position shall retain all recall rights. Employees who fail to respond within the seventy-two (72) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a satisfactory reason.

(c) Recalled employees are required to report for work on the required return to work date or within five (5) working days following notification of recall, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a satisfactory reason.

Section 9.4 Student Workers. No student workers shall be employed if members of the bargaining unit are on layoffs. In no event will student workers displace bargaining unit members.

Section 9.5. Reduction in Work Hours. The Employer will endeavor to implement any reduction in the hours to be worked by a particular classification through the layoff of employees, but reserves the right to implement the reduction in hours by a reduction in the normal workday or workweek or the work hours assigned to a particular position. If the Employer reduces the hours assigned to a particular position, the employee holding that position may attempt to maintain their previous work hours by displacing the least senior employee in that same classification who has more hours in their normal schedule than will be offered in the newly reduced position. This provision is limited to existing hours assigned to a particular position, and an employee cannot request to be assigned a portion of another employee's hours. An election to displace another employee under this section must be exercised in accordance with the time limits applicable to indefinite layoff under Section 9.1.

## **JOB TRANSFERS**

**Section 10.0. Permanent Vacancies.** When a permanent job or vacancy occurs in a position previously held by a bargaining unit member, or a newly created position within the bargaining unit, notice of the job or vacancy shall be posted on the bulletin board in each building in which bargaining unit personnel work for ten (10) working days, and a copy mailed to the local Association Steward. For purposes of this section, the addition of more regularly scheduled hours to an existing part-time position will be considered to be a vacancy if the additional hours cause the part-time position to become a full-time position. A copy of the vacancy notice shall also be sent to each bargaining unit member who is laid off. A permanent job or vacancy does not include vacancies caused by leaves of absence. The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this Section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.

The Employer shall give due consideration to all applicants for the permanent vacancy, including applicants from outside the bargaining unit. In considering an applicant's qualifications to perform the required work, the Employer shall consider the employee's ability, experience, training, productivity, seniority, work performance, work record and dependability. The applicant considered by the Employer in its sole discretion to be the best qualified shall be awarded the permanent vacancy; provided, however, that if the Employer determines that the qualifications of the applicants who meet the qualifications for the job or vacancy are equal, the applicant with the greatest seniority shall be awarded the position. The Employer reserves the right to determine that none of the applicants are qualified and leave the position open or to seek further applicants.

**Section 10.1. New Job Probationary Period.** Employees who receive an award of a job under the permanent job transfer provisions of this Agreement shall be required to serve a new job probationary period of thirty (30) working days in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification. If an employee is not performing specified duties as deemed satisfactory by the employer, the employee will be put on a plan of improvement as deemed appropriate by the employer. If the employee fails to improve in an adequate period of time, he or she will be disqualified and be returned to his or her prior classification. An employee will also be returned to his former classification during this period upon the employee's request.

**Section 10.2. Temporary Transfers.** The Employer reserves the right to temporarily transfer employees in order to meet its operational needs. An employee temporarily transferred for a period of more than one (1) day shall receive the minimum rate of pay for the classification to which he is transferred or the rate of pay for the classification to which he is regularly assigned, whichever is higher.



## LEAVES OF ABSENCE

Section 11.0. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. It shall constitute just cause for discipline, up to and including discharge, for an employee to falsify the reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 11.1. Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

- (a) Ten (10) days paid sick leave will be credited at the beginning of each school year. Employees hired after the beginning of the school year will have their sick leave pro-rated. The Employer will provide each employee with a listing of his/her accrued unused sick leave by September 30th of each school year.
- (b) Employees may utilize accrued paid sick leave in half-day increments when they are incapacitated from safe performance of work due to illness, injury, or other disability. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability. Employees may also use accrued paid sick leave for illnesses of their spouse or children living at home that necessitate the employee's presence at home. Employees will utilize accrued sick leave during FMLA leave.
- (c) An employee shall notify their immediate Supervisor or designee of the need to utilize paid sick leave a minimum of two (2) hours prior to the employee's regular starting time unless an emergency exists that would require less than two (2) hours notice. The Employer may require as a condition of any paid sick leave a physician's certificate setting forth the reasons for the sick leave. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall subject the employee to discipline, up to and including discharge.
- (d) Unused paid sick leave days may accumulate up to a maximum of ninety days, after which time no more paid sick days will be accumulated except to the extent of restoring paid sick days used. Employees whose employment status with the District ends after the completion of at least five (5) years of employment at Walkerville Public Schools will be paid 90 days of their accumulated but unused sick leave at the rate of thirty dollars (\$30.00) per day. A pro-rated formula shall be used to determine less than full days.

Section 11.2. Disability Leave. A disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. At the completion of the twelve (12) month period, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. Any employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with Section 9.2. Recall.

The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition, which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as far in advance as possible of the anticipated date to commence the disability leave. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is medically able to return to work.

Section 11.3. Workers' Compensation Leave. A leave of absence for a period of not more than twelve (12) consecutive months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. A workers compensation leave of absence shall be without pay or benefits other than those received under the workers compensation laws of the State of Michigan, provided however that employees may utilize accrued paid sick leave to supplement these payments up to one hundred percent (100%) of their normal gross weekly wage based upon the rate of pay in effect at the time the workers compensation leave commences. At the completion of the twelve (12) month period, the Employer may grant an extension of the leave for up to

an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. Any employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with Section 9.2. Recall. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with the Employer's physician, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

Section 11.4. Unpaid Personal Leave of Absence. The Employer may in its discretion grant an employee an unpaid personal leave of absence for matters that necessitate the employee's absence from work. An unpaid personal leave of absence may be for a period not to exceed thirty (30) calendar days. Requests for a personal leave of absence shall be in writing, signed by the employee, and given to the superintendent no later than thirty days prior to the requested absence. In emergencies only, this timeline may be altered with Superintendent's approval. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the employer in its sole discretion, provided the extension is requested in writing prior to the termination of the original leave period. Disputes concerning the denial of requests for unpaid personal leaves of absence are not subject to arbitration.

Section 11.5. Paid Personal Leave. At the beginning of each school year, full time and regular part time employees will be credited with three (3) paid personal leave days. Except in emergency situations such as funerals or an illness involving a child, spouse, or other dependant that necessitates the employee's presence at home, paid personal days must be scheduled in advance and at a time mutually agreeable to the Employer and the employee. Employees may request pay for up to three personal days during the pay period covering Christmas break and/or Spring break. Employees shall have the option of utilizing a fourth (4th) paid personal leave day each year that will be deducted from sick leave. Unused paid personal days will accrue as accumulated sick days.

Section 11.6. Funeral Leave. Full time and regular part time employees shall be granted up to three (3) consecutive work days leave to attend the funeral when death occurs in the employee's immediate family. "Immediate family" shall mean the employee's current spouse, children, step-children, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, grandparents, grandchildren or other person residing in the employee's household at the time of death. Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for up to eight (8) hours per day.

Section 11.7. Jury Duty Leave. Full-time and regular part time employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of twenty (20) days per school year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the employee's straight time regular rate of pay for the number

of hours that the employee would have been scheduled to work but for the jury duty leave, and the amount the employee received from the court shall be turned over to the Superintendent's Office. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- (a) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- (b) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- (c) Return to work promptly after being excused from jury duty service.

Section 11.8. Military Training or Emergency Duty Leave. Full-time and regular part time employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 11.9. Return to Work After Leave of Absence. Full-time and regular part time employees returning from Employer approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to his former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner.

## HOLIDAYS

Section 12.0. Recognized Holidays. The following days are recognized as holidays for purposes of this Agreement.

New Years Day	January 1
Good Friday*	If the teacher's calendar allows for this day off
Memorial Day	The fourth Monday in May
Independence Day	July 4, if the hourly employee is working in a bargaining unit position in the summer, however if the holiday falls on a Saturday then the previous Friday shall be recognized as the holiday, or if the holiday falls on a Sunday then the next Monday shall be recognized as the holiday.
Friday before Labor Day	If the hourly employee is working in a bargaining unit position in the summer.
Labor Day	If the hourly employee is working in a bargaining unit position in the summer.
Thanksgiving Day	The fourth Thursday in November.
Friday after Thanksgiving	Friday after the fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31 <sup>st</sup>

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures. In the event that the teacher's calendar is changed during the year to no longer schedule a day marked with an asterisk (\*) as a holiday, then it shall not be observed.

Section 12.1. Holiday Pay. Eligible employees shall receive holiday pay for each recognized holiday in an amount equal to the number of hours worked per day in their regular schedule. All holiday pay shall be at the employee's straight time regular rate of pay. Eligible employees required to work on a recognized holiday shall receive holiday

pay in addition to pay at their straight time regular rate of pay for all work performed on the holiday.

Section 12.2. Holiday Eligibility. In order to be eligible for holiday pay an employee must satisfy all of the following conditions and qualifications:

(a) The employee must work his scheduled hours on the employee's last regularly scheduled workday before the holiday and on the employee's first regularly scheduled workday after the holiday, unless on approved paid leave.

(b) The employee must be on the active payroll as of the date of the holiday. For purposes of this subsection a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday.

## VACATIONS

Section 13.0. Vacations. It is recognized that the normal scheduling practices of the Employer result in significant periods of time during each year that employees are not expected to work. In view of the existence of these regularly scheduled holiday periods and periods between terms and academic years, employees will not be granted additional time off work and are expected to schedule their vacations during these periods. For purposes of this Agreement, the period between the end of the Employer's school year in June and the beginning of the school year in August shall be considered to be a summer vacation period.

Section 13.1. Vacation Pay. Full time employees shall receive vacation pay in accordance with the following schedule:

<u>Complete Years of Continuous Service</u>	<u>Weeks Pay</u>
At the completion of 2 to 6 school years	1 week
At the completion of 7 or more school years	2 weeks

Vacation pay is credited to eligible employees as of June 15<sup>th</sup> of each year, based on the number of complete years of continuous service as of that date.

For purposes of this section, a week's pay equals the average number of hours that the particular employee worked per week during the preceding school year, rounded to the nearest whole hour. In order to be eligible for vacation pay at the end of any school year, an employee must have worked for or received pay from the Employer during at least eight (8) months of that school year. Vacation pay shall be paid to the employee in the final pay period on or after June 15<sup>th</sup> of each year. Employees who die, retire or voluntarily quit with four (4) weeks' advance notice shall receive a pro-rated vacation benefit based upon the number of months worked in the particular year.

Employees hired after July 1, 2010 are not eligible for section 13.1 vacation pay.

## INSURANCE

Section 14.0. Health Care Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical, and medical expenses for full time employees and their eligible dependents. This insurance program shall be on a voluntary basis for all eligible employees who elect to participate in the health care insurance program. The health care insurance program currently provides the coverage set forth in Appendix "B." The specific terms and conditions governing the group health care insurance program are set forth in detail in the Master Policy or Policies governing the program as issued by the carrier or carriers. Employees electing to participate in the group health care insurance plan shall complete the applicable forms and make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 14.1. Payment of Health Care Insurance Premiums. During the term of this agreement, the Employer agrees to pay the following amounts towards the monthly health care insurance premiums for eligible employees:

80% of the monthly health care insurance premium for full time employees and their eligible dependents.

75% of the monthly single subscriber health care insurance premium for full time school year employees.

Employees electing health care insurance coverage are responsible for payment of the remainder of the cost not paid by the Employer. In addition, full time school year employees electing coverage for their spouse or other dependents are responsible for payment of the premium costs for this additional coverage. The Employer's obligation shall be limited to these amounts. Disputes over payments of benefits under the health care insurance plan are to be resolved through the insurance carriers and are not subject to the grievance and arbitration provisions of this Agreement.

Section 14.2. Employees Not Needing Health Care Insurance. Full time employees who elect to not participate in the Employer's health care insurance plan shall receive the following amounts per month in lieu of health care insurance:

\$400 for full-time employees employed by the District prior to May 1, 2004

\$225 for full-time employees employed by the District after May 1, 2004

These amounts will be paid in twelve (12) equal payments. This election shall be made on an annual basis during the open enrollment period and shall be effective for the next full insurance year. In the event that a full time employee loses coverage under a plan



with the other employer, they shall be returned to coverage under the Employer's Plan as soon as possible.

Section 14.3. Health Savings Account. The Employer will make available a Health Savings Account for full time employees who elect to participate in the health care insurance program which covers certain deductible amounts not paid by the health care insurance plan. The specific terms and conditions governing the Health Savings Account are set forth in detail in the Master Policy or Policies governing the program as issued by the carrier or carriers. Employees electing to participate in the Health Savings Account shall complete the applicable forms and make arrangements satisfactory to the Employer for the payment of the required contributions, if any.

Section 14.4. Health Savings Account Contributions. During the term of this agreement, the Employer agrees to contribute sufficient amounts to the Health Savings Accounts of full time employees who participate in the health care insurance program to cover the \$1,200 per member or \$2,400 per family deductible required each calendar year. The Employer's obligation shall be limited to these amounts. Disputes over payments of benefits under the Health Savings Accounts are to be resolved through the insurance carriers and are not subject to the grievance and arbitration provisions of this Agreement.

Section 14.5. Dental Care Insurance. The Employer will make available a group insurance program covering certain dental expenses for full time employees and their eligible dependents. The dental care insurance program currently provides coverage as set forth in Appendix "B." The specific terms and conditions governing the group dental care insurance program are set forth in detail in the Master Policy or Policies governing this program as issued by the carrier or carriers. Employees participating in the group dental care insurance plan shall complete the applicable forms and make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 14.6. Vision Care Insurance. The Employer will make available a group insurance program covering certain optical and vision care expenses for full time employees and their eligible dependents. The vision care insurance program currently provides coverage as set forth in Appendix "B." The specific terms and conditions governing the group vision care insurance program are set forth in detail in the Master Policy or Policies governing this program as listed by the carrier or carriers. Employees participating in the group dental care insurance plan shall complete the applicable forms and make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 14.7. Term Life Insurance. The Employer will make available a group term life insurance program covering full time employees. The term life insurance program currently provides coverage as set forth in Appendix "B." The specific terms and conditions governing the term life insurance program are set forth in detail in the Master Policy or Policies governing this program as listed by the carrier or carriers. Employees participating in the group term life insurance plan shall complete the applicable forms

and make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 14.8. Payment of Dental, Vision and Term Life Insurance Premiums. During the term of this Agreement, the Employer agrees to pay the full cost for single subscriber, two person and family coverage for full-time employees who participate in the group dental care, vision care and term life insurance plans. The Employer's obligation shall be limited to these amounts. Disputes over payments of benefits under the dental care, vision care and term life insurance plans are to be resolved through the insurance carriers and are not subject to the grievance and arbitration provisions of this Agreement.

Section 14.9. Insurance Carrier.

The Board reserves the right to solicit quotes regarding any change in the Health insurance carrier or carriers for presentation to the union should the need arise. The board's intention it to maintain the same level of benefits agreed upon in the current Master Agreement. The employer will call a special conference to meet with the Union to outline and discuss any changes that the employer proposes to implement in the insurance, its carrier, or coverage.

During the life of this agreement, any change or modification of the health plan will require ratification by both parties.

Section 14.10. Section 125 Plan. The Employer maintains a Section 125 Cafeteria Plan that offers qualifying full time employees an option to select health insurance coverage and receive the amount set forth in Section 14.1 as payment towards that health insurance or to receive the amount set forth in Section 14.2 as payment in lieu of health care coverage. In addition, the Section 125 Plan allows employees to make contributions towards their health insurance premiums with pre-tax dollars. All costs to implement and administer the Section 125 Plan are paid by the Employer.

Section 14.11. Obligation to Continue Payments. If a full-time employee becomes eligible for Medicare and elects Medicare in lieu of health care insurance coverage, Medicare Part B premiums shall be paid by the Board on behalf of the employees, spouse, and/or dependents as defined by the underwriter. In the event a full-time employee receiving insurance coverage is laid-off, terminated, resigns, or dies during the school year, the Employer's contribution towards that insurance coverage shall be continued by the Employer until the employee has received the full pro-rata portion of the twelve (12) month insurance year earned at the same time of lay-off, termination, resignation or death.

## WAGES AND CLASSIFICATIONS

Section 15.0. Wages. During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof. The straight time regular rate of pay for employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification. The Employer reserves the right to place employees at advanced steps in the wage classification based upon prior work experience.

Section 15.1. New Classifications. If the Employer establishes a new classification covered by this Agreement, the Association shall be provided prior to the implementation of the classification with the title of the new classification, a brief description of the job to be performed and the proposed wage rate. If the Association believes the proposed wage rate is inappropriate, the Association shall, within fifteen (15) calendar days after notification of the proposed wage rate, advise the Employer in writing of its intention to request bargaining over this wage rate. In the event that the Association does not request bargaining within the fifteen (15) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for that classification.

Section 15.2. Regular Bus Runs: Regularly scheduled bus runs shall be defined as runs performed daily or in the event of pre-school, the days in session, and shall include but not be limited to, morning pickup and drop-off runs. Morning and afternoon runs shall be paid in accordance with the actual time the driver is on duty for the run rounded to the nearest quarter hour or a minimum of 1 ½ hours. Homework huddle and the Pre-School run will be paid in accordance with the actual amount of time the driver is on duty for the run, rounded to the nearest quarter hour.

Section 15.3. Special Bus Runs. Any bus run not regularly scheduled on a daily basis shall be considered to be a special bus run. Special bus runs will be offered to regular drivers on a rotating basis starting with the most senior employee. In the event that no regular driver volunteers for the run, it may be offered to irregular employees. If no irregular employee volunteers for the run, it may be assigned to regular drivers on a rotating basis starting with the least senior employee. Employees shall be paid at their regular straight time rate for all hours spent actually driving such special bus run, and at the waiting time rate for all additional time that the employee is not relieved from duty; but the time spent in these activities shall not be counted for purposes of determining full time or regular part-time status, or for the calculation of paid sick leave. Bus drivers and the bus shall remain at the event they have driven students to while the event is in progress. If a lunch period is required, the driver may leave the event to obtain a meal per section 8.3. Under no other circumstances are drivers to leave the event unless they deem it an emergency. In the event that a special bus run is canceled after a driver has been assigned and the employee reports for the run in a timely manner, the employee will be paid for two (2) hours at the straight time rate of pay if they were not provided with at least (45) forty-five minutes telephonic notification of the cancellation.

Section 15.4. School Closure.

(a). School canceled prior to 7:00 A.M. In the event an employee's scheduled workday is canceled and the employee would otherwise have worked, the employee shall be paid for the first three such days, if a personal or sick day is used. Each employee will be paid his/her regular daily rate of pay for the fourth and fifth cancelled workdays in any school year. Any additional cancelled workdays for school closure will be unpaid.

(b). School dismissal after 7:00 A.M. but prior to 11:30 A.M. Employees will be released to go home fifteen (15) minutes after the students are dismissed. Employees will be paid for all hours actually worked or 50% of their regularly scheduled hours for that day, whichever is greater.

(c). School dismissal after 11:30A.M. But prior to normal end of school. Employees will be released to go home fifteen (15) minutes after the students are dismissed. Employees will be paid for all hours actually worked or 100% of their regularly scheduled hours for that day, whichever is greater.

Section 15.5 Bus Driver Training Rate. Bus drivers will be paid at their regular bus driver hourly rate for required training by the district.

## MISCELLANEOUS

Section 16.0. Captions. The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

Section 16.1. Address and Telephone Numbers. It is the responsibility of the employee to keep the Employer advised of his current name, address and telephone number. Employees shall notify the Employer, in writing, of any change in their name, address, and telephone number within three (3) calendar days after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number as reflected in the Employer's files for all purposes involving the employee's employment. All bus drivers must maintain an active phone.

Section 16.2. Re-employment Following Active Military Service. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

Section 16.3. Bulletin Board. The Employer shall provide the Association with adequate space on a bulletin board where the Association may post notices of interest to bargaining unit members. Notices of meetings, Association elections and results thereof, recreational and social functions and health and safety literature are examples of approved uses of the bulletin board, but notices prejudicial to any elected or school administrative officer of the Employer are examples of non-approved uses of the bulletin board.

Section 16.4. Pay Periods. Employees shall be paid bi-weekly, provided, however, that the Employer reserves the right to alter the pay period in order to accommodate the accounting practices of the Employer.

Section 16.5. Assaults on Employees. The employees who are assaulted while performing school-related duties shall promptly report the assault to the Employer. Employees shall be paid for all time lost as a result of such work-related assault from their regularly scheduled hours that are not compensated under the workers' compensation statute.

Section 16.6. Personnel Files. The Employer shall maintain a personnel file for each employee. A copy of all official correspondence from the Employer to the employee shall be placed in the personnel file. An employee will be required to sign any material of a disciplinary nature if it is to be placed in the personnel file; provided, however, that

the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary materials shall not be interpreted as agreement with the disciplinary action. A statement to this effect shall precede the employee's signature.

Employees shall have the right to review the contents of their personnel file upon request, at a time mutually agreeable to the employee and the superintendent. A representative of the Association may, at the employee's request, accompany the employee in such review. In the event that there is disagreement over the content of any material in an employee's personnel file, the employee may submit a written statement for inclusion in the personnel file to explain his position concerning the material in dispute. In addition, an employee who believes that material placed in his file is inappropriate or in error may seek to have the material changed and/or removed from the personnel file through the grievance procedure, but such disputes are not subject to arbitration.

## **LENGTH OF AGREEMENT**

Section 17.0. Copies of Agreement. The Employer shall provide one copy of this Agreement to each member of the collective bargaining unit after all parties have executed it. In addition, the Employer will provide one copy for the use of the Association.

Section 17.1. Severability. If any Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be ruled invalid by such tribunal, the remainder of the Agreement and addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

Section 17.2. Intent and Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which contains all of the economic and non-economic conditions of employment, supersede all prior agreements or understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

Section 17.3. Term of Agreement. "This Agreement shall become effective upon ratification, retroactive to July 1, 2010 and shall remain in full force and effect through June 30, 2011 at 11:59 p.m."

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## APPENDIX A

Effective July 1, 2011, the following shall be in effect:

	Start	1 Year	2 Year	3 Year	7 Year
Nine Month Employees					
Para pro	9.53	9.87	10.25	10.87	11.46
Cook	8.72	9.40	10.25	10.87	11.46
Head Cook	9.59	10.34	11.27	11.95	12.59
Bus Driver	12.14	13.11	13.66	14.33	15.08
Wait Time	8.75	8.75	8.75	8.75	8.75
Library Para Pro	9.82	10.14	10.53	11.16	11.73
Year Round Employees					
Secretary	9.44	10.41	11.00	11.67	12.28
Custodian	8.89	9.56	10.43	11.05	11.66
Head Custodian	9.76	10.51	11.47	12.15	12.80
Maintenance	10.05	11.04	11.74	12.74	13.41

## **Appendix B: Insurance Plans**

### **Health Care Insurance:**

SET SEG Priority HSA POS Medical Coverage with RX Prescription Drugs and Preventive Care

### **Health Savings Account:**

HSA with coverage for the \$1,200 per member or \$2,400 per family deductible required each calendar year under the health care insurance plan

### **Dental Care Insurance:**

MESSA/DELTA Dental E (60/60/60/60)

Class I, Class II, and Class III per person annual maximum \$1,000

Internal and external coordination of benefits

### **Vision Care Insurance:**

MESSA VSP-2 Vision Program

Internal and external coordination of benefits

### **Term Life Insurance:**

MESSA Term Life Insurance with AD & D

Waiver of premium, an amount of \$1,000

**Letter of Understanding No. 1**

Subject: Donald Birkman

Regular part-time employees employed prior to the start of the 1989-1990 school year were eligible for a vacation benefit, but this vacation benefit was eliminated for all regular part-time employees hired on or after the start of the 1989-1990 school year. Regular part-time employees employed prior to the start of the 1998-1999 school year were eligible to receive a fixed amount to be paid towards their health and dental insurance coverage or to receive a fixed amount of cash in lieu of health insurance coverage. This benefit was eliminated for all regular part-time employees hired on or after the start of the 1998-1999 school year. Mr. Donald Birkman is the only regular part-time employee who was employed by the District prior to the start of the 1989-1990 or the 1998-1999 school years. Mr. Birkman will continue to receive the amount of \$154.00 per month as cash in lieu of health care benefits provided that he continues to be employed by the District as a regular part-time employee

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**Letter of Understanding No. 2**

Subject: Migrant Paraprofessionals.

It is recognized that the positions of migrant paraprofessionals are normally temporary positions due to the uncertainty of migrant student population. In the event that the migrant program lasts longer than expected in any year, the classification of the position as temporary shall not be the subject of any grievance or arbitration.

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**Letter of Understanding No. 3**

Subject:     Dependent Coverage.

The District eliminated paying for any portion of dependent coverage for full time school year employees on May 1, 2004. The provisions of Section 14.1 notwithstanding, Debbie Trussell, Tammy Stafford, Virginia Zack, Barb Thommen, Sandy Failing, Donald Birkman, , and Betty Shoup shall continue to have dependent coverage included in the 75% portion paid by the District provided that they become or continue to be full time school year employees.

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**Letter of Understanding No. 4**

Subject:     Clerical Employees

Office clerical employees are presently scheduled to work two weeks after the end of the school year and return to work two weeks prior to the beginning of the school year. Although they do not work a full twelve month year, office clericals working this schedule will be considered to be full time rather than full time school year employees.

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**Letter of Understanding No. 5**

Subject: Health Care Coverage for Full Time Employees if they become Regular Part-Time Employees

The collective bargaining agreement does not provide any insurance coverage for regular part-time employees. The provisions of Sections 14.0, 14.1 14.3 and 14.4 notwithstanding, in the event that current full time employees Deb Trussell, , Tammy Stafford or Jenny Zack have a change in work hours such that they are classified as regular part time employees, they shall continue to be eligible for participation in the group health care plan under the following terms:

1. The District will make contributions towards the Health Savings Account as if the individual were still a full time employee.

These individuals will not be eligible to participate in the dental care, vision care or term life insurance programs.

In lieu of continued participation in the health care plan, these employees may elect to receive \$154 per month. This election shall initially be made at the time of the reduction to regular part-time status and shall be effective for the remainder of that insurance year. In subsequent years, the election will be made during the open enrollment period and shall be effective for the next full insurance year.

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**Letter of Understanding No. 6**

Subject: Cash in Lieu Option

1. Effective September 1, 2011, section 14.2 monthly cash-in-lieu amount of \$400.00 per month will be reduced to \$325.00 per month (amount reduced by \$75.00 monthly)
  
2. Upon expiration of the 2011-2012 contract between the parties and effective September 1, 2012 the contractual section 14.2 monthly cash-in-lieu allocation available to any eligible employee covered by this agreement will be restored to the full \$400.00 per month or an amount agreed by the parties.

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## **Letter of Understanding No. 7**

Subject: Drug and Alcohol Free Workplace and Drug and Alcohol Testing

Walkerville Educational Support Personnel Association agrees to adhere to the following Drug and Alcohol Workplace and Drug and Alcohol Testing Policy of the Walkerville Board of Education for the term of this contract.

### **DRUG AND ALCOHOL FREE WORKPLACE**

#### **I. PURPOSE**

The District is committed to establishing and maintaining a drug and alcohol free workplace for the benefit of its employees and the community. In order to achieve this goal, the District has adopted the following policy prohibiting drugs and alcohol in the workplace.

#### **II. POLICY**

The District maintains a workplace free from the use and abuse of drugs and alcohol and employees are prohibited from engaging in the following actions:

1. The manufacture or distribution of illegal drugs or controlled substances by any employee.
2. Using intoxicating beverages, marijuana, narcotics, illegal drugs or any controlled substance while at work or while on District property.
3. Distribution or attempted distribution of intoxicating beverages, marijuana, narcotics, illegal drugs or any controlled substance while at work or while on District property.
4. Possession of intoxicating beverages, marijuana, narcotics, illegal drugs or any controlled substance while at work or while on District property.
5. Using intoxicating beverages, marijuana, narcotics, illegal drugs or any controlled substance at such time before work that will interfere with one's mental or physical ability to satisfactorily perform assigned duties.
6. Reporting for work after having used intoxicating beverages or marijuana at such time before work that the odor of this use remains on the employee's breath or person.

7. Refusing to cooperate with drug and/or alcohol testing, medical or physical tests or examinations when requested or conducted by the District or its designee or to respond to questioning regarding drug or alcohol usage.
8. Failing to notify the District of any criminal drug statute conviction for a violation occurring in the workplace no later than five calendar (5) days after such conviction. The term "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal drug statutes. "Criminal Drug Statute" means a federal or non-federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.

"Controlled substances" shall mean a controlled substance as found in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812) and as further defined by regulation at 21 CFR 1300.11 through 1300.15. The term "controlled substances" shall also mean any controlled substance as defined in Michigan Public Health Code, Article No. 7, Parts 71-75, MCLA 333.7101 et seq.

"Illegal Drug" is defined as any drug that is not legally obtainable, or which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained, prescribed drugs not being used for prescribed purposes, and any prescribed drug(s) not taken according to a prescription.

### III. PROCEDURE

- A. Within ten calendar (10) days after receiving notice that an employee has been convicted under a criminal drug statute for a violation occurring in the workplace, the District shall notify any federal agency from which the District has received a grant to perform work on a site of any program where the drug violations giving rise to such conviction occurred.
- B. Within thirty calendar (30) days of receiving notice of a criminal drug statute conviction for a violation occurring in the workplace or otherwise in connection with the assignment of an employee, the District shall take appropriate personnel action against such an employee, up to and including termination; or in appropriate cases, allow such an employee the opportunity to participate satisfactorily and complete a drug abuse assistance or rehabilitation program approved for such purposes by federal, state or local health, law enforcement or other appropriate agencies. Such rehabilitation shall be undertaken at no direct cost to the District unless otherwise approved by the District. The District shall develop and maintain for

employee reference a current list of all drug counseling, rehabilitation and employee assistance programs available throughout the community.

- C. The District shall establish a drug-free awareness program to inform employees about (1) the danger of substance abuse in the workplace; (2) the District policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for substance abuse violations occurring in the workplace and referral for prosecution; and (5) a disciplinary sanction may include the completion of an appropriate rehabilitation program and work re-entry program.
- D. The District shall take all necessary steps to ensure that all District employees are aware of and understand the terms of this policy.

## **DRUG AND ALCOHOL TESTING**

### **I. PURPOSE**

To establish policies and procedures regarding drug and alcohol testing.

### **II. POLICY**

The District reserves the right, within the limits of federal and state laws, to examine and test for the presence of drugs and/or alcohol and employees may be asked to submit to a medical examination and/or submit to urine, saliva, breath, blood and/or hair testing for drugs and/or alcohol. The types of testing performed by the District include, but are not limited to, the following:

Pre-Employment/Pre-Placement. The District will make all offers of employment subject to the result(s) of a drug test. Applicants will be required to voluntarily submit to urinalysis testing and sign a consent agreement that will release the District from liability.

Reasonable Cause. Employees will be asked to submit to a drug and/or alcohol test if reasonable cause exists to suggest that the employee's health or ability to perform expected job duties is impaired. Reasonable cause will exist when an employee's appearance, behavior, speech, or body odors indicate drug and/or alcohol use.

Return-to-Duty. An employee who has tested positive and has been removed from their job duties must submit to and furnish a negative drug and/or alcohol test result prior to returning to their job duties.

Follow-Up. An employee who has been removed voluntarily or otherwise from their job duties due to drug and/or alcohol abuse will be subject to random, unannounced drug and/or alcohol tests. The testing can continue up to sixty (60) months from the return-to-work date.

### III. PROCEDURES

A. Testing Procedures (Drugs). All drug tests will be conducted from urine specimens collected at a qualified collection site. The collection site will take necessary steps to avoid any dilution or adulteration of the specimen. The collection site will facilitate this by having a bluing agent in the commode, cutting off all water access to the collection room, and by using tamper-resistant seals on all specimen bottles. The test will be conducted in a professional and sanitary manner with regard for the individual's privacy, dignity and confidentiality. A secure, written Chain-of-Custody process is followed from the time of the specimen collection until the specimen is disposed of or secured in frozen long-term storage.

The specimen will be analyzed by a U.S. Department of Health and Human Services (DHHS)/Substance Abuse and Mental Health Services Administration (SAMHSA) certified, professional laboratory for the following substances:

Cannabinoids (Marijuana)	Amphetamines
Phencyclidine (PCP)	Opiates
Cocaine	

All urine specimens will undergo an initial Immunoassay test. Any positive result from this screen will be confirmed through a Gas Chromatography/Mass Spectrometry (GC/MS) test.

All drug test results will be reviewed by a Medical Review Officer (MRO). In the case of a positive test result, the MRO must provide the employee an opportunity for an interview as part of the verification process. The MRO interview process confirms the legal use of prescription drugs or other substances resulting in a positive test result.

B. Testing Procedures (Alcohol). All alcohol tests will be conducted from a saliva, breath, or blood specimen collected on-site or at a qualified collection site. The test will be conducted in a professional and sanitary manner with regard for the individual's privacy, dignity and confidentiality. The collector will conduct a

screening test. If the screening test reads positive (0.02 or greater), a second confirmation test will be performed.

All confirmation test results that read 0.02 but less than 0.04 will result in the individual being removed from his/her position until an alcohol test is administered and the employee's alcohol concentration measures less than 0.02 percent or until the start of the employee's next regularly scheduled shift, but not less than eight (8) hours following administration of the confirmed positive test result. If the confirmed alcohol concentration level is 0.04 or higher, the employee will be removed from his/her position and will be subject to disciplinary actions.

Alcohol test results will be reported directly to the District Superintendent and are the responsibility of the District. All employees have the right, upon request, to see the results of their own test(s).

C. Right to Privacy. All drug and alcohol test results are reported to the District Superintendent and will remain and be considered confidential. Results will only be disclosed within the District on a need-to-know basis and will be retained in a secure location with controlled access. The release of an individual's drug and alcohol test results will only be provided in accordance with an individual's written authorization or as otherwise required by applicable federal or state law. However, the results may be disclosed to the decision maker in a lawsuit, grievance, or other proceeding initiated by, or on behalf of, the employee.

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