

**MASTER AGREEMENT**

**BETWEEN THE**

**ROGERS CITY AREA SCHOOLS BOARD OF EDUCATION**

**AND THE**

**ROGERS CITY ESP/MEA/NEA**

**2010-1011**

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## ARTICLE 1

### PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- B. This Agreement shall constitute the full and complete commitments between both the District and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- C. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof, or until changed by written, mutual consent. Any previously adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

## ARTICLE 2

### RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, the Board of Education of the Rogers City Area Schools of Rogers City, Michigan (hereinafter referred to as the District) recognizes the Michigan Education Association/NEA (hereinafter referred to as the Association) as the exclusive bargaining agent for employees of the Board (hereinafter referred to as Employees) in the bargaining unit. The positions within the bargaining unit include all aides, custodial/maintenance, food service, and transportation employees.

Excluded from the unit are probationary, supervisory and substitute employees. Supervisory personnel who perform bargaining unit work are not bargaining unit members and will not be incorporated on the seniority list except as required under Article 6(F).

- B. The term employees, when used hereinafter, in this Agreement shall refer to all bargaining unit members.

## ARTICLE 3

### BOARD RIGHTS

Except as may be limited by this Agreement, the District retains exclusively all its legal, customary and normal functions of management of the affairs of the District including, but not limited to:

- A. determination of the number and types of schools and the location, schedules, work methods,
- B. the hiring, transfer, promotion, demotion, and suspension of its employees,
- C. the establishment and enforcement of rules to maintain efficiency of and discipline among its employees,
- D. and the suspension, discipline, and discharge of its employees.

## ARTICLE 4

### EMPLOYEE RIGHTS

- A. The Association and its members shall have the right to use school buildings and facilities for Association business at no cost, provided advance notification of such use is made to the administration and facilities are available.
- B. The District agrees to furnish to the Association in response to written requests information necessary to enable the Association to properly maintain and bargain an Agreement, with the understanding that the District will not be obligated to compile statistical information not previously compiled.
- C. Employees shall at all times be entitled to have present a representative of the Association when they are being reprimanded, warned or disciplined for any improper conduct, unsatisfactory job performance or for a violation of work rules.

In all cases the Association must be notified in writing within ten workdays that a written reprimand has been placed in the employee's file.

- D. Employees shall have the right to review their personnel files, with the exception of initial references, upon appropriate notice to the administration and to have a representative of the Association present during the review.

Each personnel file shall contain written documentation of such reviews.

Other examination of an employee's file shall be limited to qualified supervisory personnel.

- E. No evaluative or disciplinary material will be placed in an employee's personnel file unless the employee has reviewed and signed said material. Said signature is not to be interpreted as agreement with the content of the material.

No complaints or reference to a complaint will be placed in the employee's personnel file unless disciplinary action is taken or a directive is issued relative to the complaint.

The employee may submit a written rebuttal regarding any of the above material in the personnel file and have it attached to the material.

- F. The District will not discriminate against any employee with respect to wages, hours, or any terms or conditions of employment.

The District will not discriminate for reasons of sex, age, marital status or residence.

- G. An employee may use such physical force as is necessary to protect himself, a fellow employee, a teacher, an administrator or a student from attack, physical abuse or injury or to prevent damage to District property.

- H. The District shall support and assist employees with respect to the maintenance of control and discipline of students. The District shall take reasonable steps to help the Employee in respect to students who violate rules and regulations.

- I. Copies of the student handbooks are available for employees at the principal's office.

## ARTICLE 5

### NEGOTIATIONS

- A. Prior to the expiration of this Agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, and conditions of employment.
- B. This Agreement constitutes the sole and entire existing agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Association.
- C. 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 District and the Association, for the life of this Agreement, voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and shall govern the relation of the parties hereunder.

In the event that any provision of this Agreement shall be deemed null and void, then the parties to this Agreement shall meet to negotiate the affected language.

- E. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with terms of this Agreement.
- F. The Association and Board recognize that strikes and other forms of work stoppages by bargaining unit members are contrary to law and public policy.

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid,



encourage, ratify or condone, nor shall any bargaining unit member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

- F. Copies of this Agreement shall be printed at the expense of the Board and presented to the bargaining unit members now employed by the Board. Additional copies are to be made available to the Association upon written request.

## ARTICLE 6

### SENIORITY

- A. Probationary employees shall have no seniority until the completion of a ninety (90) working days probationary period at which time their seniority and obligations for the payment of dues or service fees (Article 14, Association Dues, Service Fees and Payroll Deductions) shall revert to their first day of work.
- B. Seniority shall be defined as the length of continuous service from the first day of work with the District as a regular employee.
- C. Work Category
- Instructional Aide—Teacher Aides; Library Aides
  - Non-Instructional Aide—Detention Aide; Study Hall Aide; Noon Duty Aide
  - In School Suspension Supervisor
  - Custodial
  - Lead Custodian
  - Maintenance
  - Food Service
  - Bus Driver
  - Lead Transportation
  - Bus Mechanic

In the event of a tie on seniority, the tie will be broken by: The Superintendent, in the presence of an Association representative, shall draw numbers to determine the order of seniority.

- D. The District will distribute an updated seniority list each year by November 1. Employees must notify the Business Office in writing within ten (10) workdays or the list shall be deemed correct for purposes of implementing this Agreement for the year. Any disputes identified during the ten (10) day period which are not resolved will be subject to the grievance procedure.

A copy of the seniority list and subsequent revisions will be provided to the Association.

- E. Seniority shall be lost by an employee upon termination, resignation, or retirement.

- F. An employee who leaves the bargaining unit to become a supervisor will have one (1) year to make a decision on staying a supervisor or returning to the unit with full retention of seniority in the unit. If after one (1) year the employee does not return to the unit, the employee retains only those seniority rights possessed at the time of leaving the unit.

## ARTICLE 7

### REDUCTION IN HOURS, LAYOFF AND RECALL

#### A. Layoff Defined

1. Layoff shall be defined as a reduction in number of employees in the work force beyond normal attrition.
2. The layoff procedures in this Article will only be applied to a reduction in an employees work hours when the reduction exceeds two (2) hours per day in a single fiscal year (July 1 to June 30). The recall provisions will not be applied where an employees hours have been reduced.

#### B. Layoff Notice

1. No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified in writing of said layoff at least thirty (30) calendar days, when possible, prior to the effective date of the layoff.
2. No employee shall be reduced in hours unless said employee shall have been notified in writing at least five (5) work days prior to the effective date of the reduction in hours.

#### C. Layoff/Reduction Procedures

All employees including employees holding more than one position, as permitted under Vacancies, Transfers & Promotions (Article 9), paragraph H, and who have their hours reduced or one of the positions eliminated based on seniority shall be assigned to another position for which they are qualified according to the procedure outlined below.

The Employer shall first lay off probationary employees within the affected work category(ies), then the least senior employee(s) within the work category(ies) being reduced until the necessary reduction is completed. The Board reserves the right to determine the affected work category(ies) being reduced.

Employees with more seniority, who have been affected by a reduction in the workforce shall assume a position within the same work category which is held by the least senior employee.

Employees facing layoff, who are determined by the Board to possess the necessary qualifications for a position in another work category, may displace a less senior employee in such other work category(ies) not affected by the layoff. (School year employees cannot displace full year employees.)

Employees must have required certification or licenses in place at time of

layoff if they are to assume the new position.

Laid-off bargaining unit members may continue their health, dental and vision benefits under COBRA, by paying the regular monthly subscriber group rate premium for such benefits to the employer (as described in the COBRA Act of 1986) and life insurance conversion rights.

D. In no case shall a new person be employed while there are laid off employees who are eligible for recall and who are qualified for the position.

E. Substitute Priority

1. An employee who has been laid off or reduced in hours shall, upon written application, be granted priority status on the substitute list according to seniority (if qualified). Employees willing to sub will be called in order of seniority with the most senior being assigned the positions with the most hours. If no subs are available from within the bargaining unit, the Board may obtain subs from outside the bargaining unit.
2. An employee who has successfully completed the probationary period within a work category shall be deemed qualified for any position in that work category, except for the position of mechanic. Completing the probationary period within a work category, or having required licenses or certification are examples of ways to be qualified but not all inclusive.
3. Bargaining unit members who are qualified and willing to sub in bargaining unit work categories, when possible, be granted priority over persons outside the bargaining unit.

F. Recall

1. Employees shall be recalled in order of seniority (most senior first) to any position for which they meet the qualifications as the position is posted. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address.
2. A recalled employee shall be notified in writing and given five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to notify the Employer of their intent to return to work. The District may fill the position on a substitute basis until the recalled employee can report for work providing the employee reports within the fifteen (15) calendar day period from their notice to return.
3. An employee who declines to accept recall to perform work for which they are qualified shall forfeit their seniority rights to the position and the District shall recall the next most senior employee(s) until the position is

filled. Bargaining unit members recalled to the same number of hours worked prior to layoff for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which they are qualified shall forfeit their seniority rights.

4. Acceptance or refusal of recall to a position, which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect a person's rights to recall to an equivalent position.

G. Recall of Newly Qualified Employees and Use of District Seniority

1. Should an employee on layoff per Article 7, REDUCTION IN HOURS, LAYOFF AND RECALL, obtain additional training or certification during the layoff period, which qualifies them for a vacancy or newly established position, the employee shall be awarded the position as posted with a 30 day probationary period per Article 9, VACANCIES, TRANSFERS & PROMOTIONS, Section E.
2. After the probationary period is satisfactorily completed as determined by the District, said employee may evoke their District seniority. If the returning employee has more District seniority than other employees in any work category they will displace a less senior employee that work category to obtain greater hours. The District will adjust employees' hours within ten work days.
3. An employee may not arbitrarily bump an existing employee unless this action is precipitated by recall to a new position or vacancy.

H. Length of Recall Rights

Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years.

## ARTICLE 8

### GRIEVANCE PROCEDURE

- A. A grievance is defined as a claim or complaint by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
- B. **INFORMAL LEVEL:** When a cause for complaint occurs, the affected grievant(s) shall, within ten (10) days of the date of discovery of the alleged grievance, up to 20 working days, request a meeting with his immediate supervisor in an effort to resolve the complaint.

The Association may be notified and a representative thereof present with the employee(s) at such meeting.

If the employee is not satisfied with the result(s) of the meeting, he may formalize the complaint in writing as provided hereunder.

**FORMAL LEVEL 1:** If a complaint is not resolved in a conference between the affected employee and his immediate supervisor, the complaint may be formalized as a written grievance.

A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected employee(s). A copy of the grievance, signed by the grievant and the Association, shall be submitted to the immediate supervisor.

The immediate supervisor shall render a written decision and provide copies to the grievant(s) and the Association within ten (10) days of the receipt of the grievance.

**FORMAL LEVEL 2:** If the immediate supervisor fails to render a written decision within the timeline provided above, or if the grievant and/or Association are not satisfied with the disposition of the grievance at Level 1, the grievance shall be transmitted to the Superintendent or designee within five (5) days of the receipt of the Level 1 response; or lacking a response, within five (5) days of the Level 1 deadline.

Within five (5) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Association on the grievance.

The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Association and the grievant(s).

FORMAL LEVEL 3: If the Association is not satisfied with the disposition of the grievance at Level 2, or if no disposition has been made within the period provided above, the Association may, within ten (10) days of the conclusion of Level 2, submit the grievance to arbitration before an impartial arbitrator.

The arbitrator shall be selected by the American Arbitration Association in accord with its rules that shall likewise govern the arbitration proceeding.

Neither the District nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitrator shall be paid by the losing party. When the arbitration of two or more issues results in a split decision, the costs will be shared proportionately.

- C.
1. The term "days" when used in this Article shall mean workdays. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
  2. Binding arbitration shall not be available to a grievant when no contract is in effect.
  3. The following shall not be subject to arbitration:
    - a. Any policy, rule, regulation, or practice of the District not in conflict with this Agreement.
    - b. The termination of services of, or failure to re-employ, any probationary employee;
    - c. Any disciplinary matter involving a probationary employee;
    - d. Any subjective matter involving an employee evaluation;
    - e. Any complaint for which there is another remedial procedure or forum established by law or regulation having the force of law; e.g., civil rights, constitutional rights.



## ARTICLE 9

### VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled (provided the position is not eliminated).

Leaves of absence which are for twelve (12) months or more will be considered a temporary vacancy.

The procedures set forth in Article 7, Reduction in Hours, Layoff and Recall, paragraph F, for the recall of employees shall supersede the position provisions contained herein.

- B. All vacancies shall be posted in a conspicuous place in each building of the District for a period of ten (10) business days. Postings shall minimally contain the following information:

- Work Category
- Location of work
- Starting date
- Rate of pay
- Schedule of hours
- Qualifications

Interested parties may apply in writing to the Superintendent or his/her designee within the ten (10) day period.

The District shall notify bargaining unit members of vacancies occurring during the summer months (June through August) by sending notice to each member by mail to their last known address.

Should no bargaining unit member apply, the vacancy shall then be posted outside the bargaining unit.

- C. Vacancies within the bargaining unit shall be filled on a seniority basis starting with the most qualified senior applicant.
- D. Within ten (10) workdays after the expiration of the posting period, the District shall make known to the applicants its decision as to which applicant has been selected to fill a posted position.
- E. In the event of change of assignment or transfer, the employee shall be given a thirty (30) workday trial in which to show his ability to perform on the new job.

The District shall give reasonable assistance to enable the employee to perform up to District standards on the new job. If the employee is unable to demonstrate the ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to their previous assignment.

- F. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.
- G. Any employee asked by a supervisor to temporarily assume the duties of another position will be paid the regular rate for those duties or the employee's regular pay rate, whichever is higher. An employee's pay or pay rate shall not be involuntarily reduced as the result of any temporary change in duties.
- H. An employee may be permitted to hold more than one (1) position within the bargaining unit provided:
  - 1. There are no scheduling conflicts.
  - 2. The combined positions will not exceed forty (40) hours per week.
  - 3. The employee must obtain prior administrative approval before accepting additional work (i.e., extra trips, overtime, etc.) which will conflict with their regular assignment(s).
  - 4. Eight-hour positions shall not be split without mutual agreement between the Board and Association.

## ARTICLE 10

### EMPLOYEE DISCIPLINE

- A. Except where the conditions warrant, the level of discipline imposed shall be progressive:
1. Oral reprimand
  2. First written reprimand
  3. Second written reprimand
  4. Suspension
  5. Termination
- B. Employees may be subject to reasonable disciplinary measures for any of the infractions listed below or for any similar infractions which are not in the best interests of the school District, public concerns and the safety and education of students. Any such infractions may constitute just cause for discipline:
1. Tardiness
  2. Unexcused absence or sick time misuse
  3. Fighting
  4. Use of alcohol or other drugs on the job
  5. Reporting for work under the influence of alcohol or other drugs
  6. Refusal to perform assigned work
  7. Misuse of school equipment or supplies including stealing
  8. Failure to use accepted safety standards
  9. Swearing in the presence of students or the public
  10. Unsatisfactory work performance (incompetency)
  11. Sexual harassment.
- C. If a supervisor believes an employee is doing unsatisfactory work, the reasons therefore will be set forth in written specific terms as will an identification of the specific ways in which assistance is to be given and specific ways in which the employee is to improve.
- If discharge is to be considered for inadequacies in performance, such action must minimally be proceeded by:
1. Direction that the employee must improve and the consequences of failure to do so;
  2. Opportunity for the employee to make improvements; maximum of twenty (20) work days;
  3. Assistance from the District to help the employee improve.
- D. No non-probationary employee shall be disciplined, reprimanded, reduced in rank or compensation or terminated without just cause. Employees who feel they have been unjustly treated under this provision, may appeal through the grievance procedure.

- E. Employees who are being considered for termination shall receive a documented letter of notification and statement of charges from the Superintendent and be advised of their rights under the provisions of this Agreement.

## ARTICLE 11

### WORK YEAR, WORKWEEK AND WORKDAY

- A. The normal work year for food service employees shall be the same as the number of student attendance days scheduled for both a.m. and p.m. in the initial school calendar.

The normal work year for other school term employees shall be the same as the number of scheduled student attendance days in the school calendar.

The normal work year for all other employees shall be twelve (12) months. The normal workweek is Monday through Friday.

- B. The normal workday includes a lunch period (which shall be paid for employees required to be on duty) of at least thirty (30) minutes duration for all employees whose workday is five (5) hours or more.
- C. The minimum return-to-site pay for work beyond the regularly scheduled workday/week shall be three (3) hours.
- D. All employees except drivers may take personal break time as needed. Employees working overtime will be entitled to an additional ten (10) minute paid relief time after every two (2) hours worked if the overtime worked exceeds two (2) hours. Break time shall be scheduled by mutual agreement according to the following schedule:
1. Hrs. 0-4 = 0 Minutes
  2. Hrs. greater than 4-6 = 10 Minutes
  3. Hrs. greater than 6-8 = 15 Minutes
- E. Overtime will be offered to employees on a rotating basis in each work category, with top seniority people being given the first opportunity.

Records will be maintained by the supervisor. Such record shall be posted.

Overtime shall be paid at time and one-half (except as otherwise specified) for hours worked in excess of forty (40). With the exception of paid vacation time under Article 16, hours worked shall be defined to exclude paid time off benefits (i.e. sick leave, etc.).

When a holiday is worked, the employee is paid their wage plus time and one-half.

Except in an emergency an employee will be provided five (5) working days notice. An employee may refuse non-emergency overtime.

- F. When necessary, employees shall be granted a period of time prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up.
- G. Nothing in this Agreement shall require the District to keep buildings open in the event of inclement weather, or when otherwise prevented by an Act of God.

When on Act-of-God days, aides, transportation and food service employees are directed not to work or cannot report to work due to driving conditions, and such days are not required by law to be rescheduled, such employees will suffer no loss of pay or benefits for such days.

Employees who are requested to work on Act-of-God days shall be paid time and one-half, not to exceed two (2) days. An employee that is prohibited by conditions from working all or part of a day shall suffer no loss of pay.

- I. The designated second shift full-time custodian and maintenance employees at the high school will receive a fifteen cent (\$.15) per hour shift premium. Second shift for purposes of this provision shall be defined as a shift on which the employee starts work on or after 3:00 p.m.
- J. Special education aides assigned to a student on a one-to-one basis may be sent home without pay subject to the following provisions:
  - 1. In those instances where the student is absent for less than three (3) consecutive school days, the aide will be assigned to other work. The maximum number of days on which such reassignments will be required to be made in a given school year, will not exceed five (5) work days.
  - 2. This provision will not apply to absences where the student's parent(s), physician(s) or other professional(s) have indicated in advance that the student will be absent for a period in excess of two (2) consecutive school days.

## ARTICLE 12

### WORKING CONDITIONS

- A. The District shall reimburse the employee for the loss, damage or destruction of personal property required to be used in the course of employment on school premises, when the loss, damage or destruction is not the result of the employee's negligence. This provision shall apply only if the immediate supervisor requests an employee to use personal property for school use.
- B. The District shall provide rest areas and lavatories for employee use.
- C. No employee may dispense or administer medication without the direction and appropriate instructional assistance of a licensed physician, nurse or other appropriate professional personnel.

Positions which may require an employee to provide services (such as the administration of medication, diapering, etc.) to special needs students, will be reflected as such in the job description for the position.

Training will be provided for positions which may require an employee to provide personal care assistance in accordance with Board Policy and state law.

- D. The District shall provide without cost to the employee, when required by law, adequate and approved safety equipment that shall be used by the employee in appropriate circumstances.
- E. The District shall reimburse the employee for the cost of or renewal of licenses and/or certification required for the employee to perform their job or position.
- F. New employees may be required to pass a physical examination by District-approved physician at District cost prior to assuming duties.

If any employee has been absent for an extended period of time or for a serious illness, the employee may be required to provide a medical release or pass a physical exam, at the expense of the District by a District-approved physician before returning to work.

If, in the opinion of the District, there is reason to suspect that an employee has a mental or physical problem that would interfere with the performance of their duties, the District may, at their expense, require an examination by a physician of the District's choice.

- G. All hours worked for the District shall count toward fringe benefits.

- H. Employees, if qualified, shall be given preference for casual (temporary) summer work based on seniority.
- I. The District agrees to abide by all governmental regulations as they pertain to the use of workers employed through governmental work programs.
- J. Bus routes, excluding transfers, shall be assigned on the basis of seniority before the beginning of each school year. Drivers with the most seniority will be offered the longest routes. If a senior driver declines a route, the next driver on the seniority list will be offered the route and so forth until all routes have been assigned. Each route selection will begin with the most senior driver who has not chosen a route.
- K. Extra bus trips will be offered to regular route drivers who work less than forty (40) hours a week in the following manner.
  - 1. All extra trips known in advance will be bid prior to the start of each season (fall, winter and spring) utilizing the following procedures:
    - a. Trips will be bid from the list prior to each season according to seniority. Drivers may not take extra trips that put them over forty (40) hours worked for the District in a period of a week.
    - b. Trips that come up on short notice and between the spring and fall seasons will be filled on a seniority basis. The supervisor will contact the drivers while on duty when possible. If the drivers are not on duty one attempt will be made to contact the most senior driver to fill the trip before moving on to the next most senior driver and so forth.
  - 2. Drivers who were eligible for insurance under the 2003-04 contract shall retain their insurance minimally at that level.
  - 3. District vehicles, except for school buses, may be driven by qualified drivers upon approval of administration.
- L. Employees selected for random testing and reasonable suspicion testing or who are directed for initial post-accident testing will be paid for the time outside of their regularly assigned hours at the extra trip rate of pay.

The cost associated with the reasonable suspicion, random and post-accident testing will be assumed by the District.
- M. Employees on school related business, away from their regular duties, shall not suffer loss of their regular pay or wages.



- N. Instructional aide positions shall be filled by seniority and qualifications with the most senior bargaining unit members being offered positions with the maximum number of hours.

## ARTICLE 13

### MISCELLANEOUS PROVISIONS

A. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the work schedule. The Association, therefore, agrees that it will not authorize any strike against the District during the life of this Agreement. In the event of a violation of this Article, the Association will attempt to end the strike.

B. When job descriptions are amended by the District, input with respect to the changes will minimally be sought from the Association President or designated representative.

Employees will be provided with job descriptions and revised copies as adjustments are made over time.

C. Input from Association Representatives will be sought in the development of the procedures and criteria for employee evaluations.

Employees will be provided with copies of the criteria and procedures and as adjustments are made over time.

D. Each year with the first paycheck in October, employees will be provided with a statement indicating accumulated sick leave, available personal business and accrued vacation.

## ARTICLE 14

### ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

- A. Each employee shall pay either dues or service fees in an amount established by the Association in accordance with its procedures.

The deduction of dues and service fees is required as a condition of employment under this Agreement and as such, will be payroll deducted pursuant to the authority set forth in MCLA 408.477 in accordance with a schedule provided by the Association.

Any objection to the level of service fees will be directed exclusively to the Association's internal procedures and shall not be subject to the grievance procedure.

- B. In the event of any legal action against the District brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The District gives 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.

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

- C. The District shall deduct such dues or service fee from the regular salary checks of the employee in equal amounts each payroll period, beginning in August or September and ending in June of each year.

Prior to the beginning of the school year the Association shall certify to the District, in writing, of the required dues rates. Such notification shall be made by the conclusion of the first day of school.

- D. Upon submission of the appropriate written authorization by the employee to the Business Office, the District shall deduct from the salary of any such employee and make appropriate remittance for annuities, credit union, MEA /NEA contributions, assessments or other plans or programs jointly approved by the Association and District.

Authorization for MEA/NEA contributions and/or assessments shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and Bylaws.

## ARTICLE 15

### LEAVES OF ABSENCE

- A. The District shall furnish each employee with a written statement, to be included with the first pay in October, setting forth the total accumulated sick leave credit for said employee.
- B. Absence due to injury or illness incurred in the course of the employee's employment shall not normally be charged against the employee's sick leave days, except that when requested, the District shall pay to each employee the difference between his net (gross pay less deductions for FICA, federal and state income taxes) compensation and benefits received under the Michigan Worker's Compensation Act for the duration of such absence, provided the employee has sick leave credit available. Such use of sick leave shall be prorated.
- C. Employees shall earn one (1) day of leave per month worked up to a maximum of 120 days for personal illness, disability, illness in the immediate family, personal leave and funeral/bereavement leave subject to the following:
1. A month worked is defined as a minimum of fifteen (15) working days. Employees shall be paid for leave days at their regular daily rate of pay.
  2. Sick leave shall be defined as the personal illness of the employee.

Sick leave shall also include physical disability caused as a result of accidental injury and all disabilities caused or contributed to by pregnancy or the termination thereof.

Personal illness shall not be used for such reasons as cosmetic surgery, elective medical treatment, or for any elective surgical procedure that can be scheduled during non-work time.

To receive sick pay for medical, dental or optical examination or treatment, three (3) days' notice of the appointment must be given except in the case of emergency.

Medical verification may be requested for use of sick leave. Violations will be treated as an unexcused absence per Article 10(B), Employee Discipline.

3. An employee may take four (4) days per year for care of a member of their immediate family illness. (See definition below.)
4. At the beginning of every school year, each employee shall be credited with three (3) days to be used for the employee's personal business.

Personal leave shall be defined as leave time necessary to attend to the employee's personal business which cannot otherwise be attended to after working hours, weekends, or holidays. An employee planning to use a personal leave day or days shall notify their supervisor at least three (3) days in advance, except in cases of emergency. Personal leave days may be used in 1/2 day increments.

- D. The employee, shall, if needed, be granted a maximum of five (5) paid leave days per death in the immediate family.

Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, brother-in-law, sister-in-law, children, grandchildren, father and mother-in-law, son and daughter-in-law, and grandparents.

These days shall be used consecutively and one day shall be the day of the funeral.

- E. Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid their full compensation less any compensation received for jury duty.

- F. Time off with pay may be used by employees who are officers or agents of the local Association subject to the following provisions:

1. The Association President agrees to notify the superintendent at least seven (7) calendar days in advance of the date of absence.
2. The total number of days afforded to the entire unit will not exceed five days in a fiscal year (July 1 to June 30).
3. The Association reimburses the District for all direct and indirect costs associated with such days.
4. The number of employees absent on a given day may have to be limited for operational purposes by the Superintendent.

- G. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee subject to the following conditions:

1. During said leaves seniority shall not continue to accumulate.
2. Such leave may be renewed upon mutual agreement of the employee and the District.
3. When possible the request for such leave should be made one (1) month in advance.
4. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave.
5. Employees returning from a leave of absence shall be reinstated to the position they held when the leave began or to a comparable vacant position.

At least one month prior to the date a leave is scheduled to expire, employees shall notify the District of their intent to return to work.

6. A leave of absence shall be terminated on request of the employee.
7. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall upon application be granted a leave of absence for the duration of such illness or disability, up to one year, and the leave may be renewed each year upon written request of the employee.

- H. The District reserves the right to institute procedures and policies for the implementation of the Family Medical and Leave Act of 1993 (Public Law 103-3) and further reserves the right to exercise all rights and options available to the District in the implementation of procedures and policies as afforded in the Act and in 29 CFR 825, subject to the following.

In determining the amount of unpaid leave time which corresponds to the purposes for which unpaid leave is afforded by law, which was utilized in the preceding twelve (12) months, will be subtracted from the twelve (12) weeks of total unpaid leave time afforded under the Act.

Employees must utilize available paid time off (i.e., sick leave and vacation, etc.) authorized under the master contract which corresponds to the purposes for which unpaid leave time is afforded under the Act, prior to being placed on unpaid status.

Employees who on his/her own volition do not return from FMLA shall reimburse the District the cost of premium contributions made by the Employer.

## ARTICLE 16

### VACATIONS

- A. Twelve (12) month employees shall receive paid vacation time. Said vacation time may be used by eligible employees at times mutually agreed upon with the District. Vacation days may not be taken in less than one-half (1/2) day units.
- B. Vacation days will be granted as follows:
  - During first year of work five days
  - During second year of work seven 1/2 days
  - During third, fourth, fifth years of work ten days
  - During sixth year of work eleven days
  - During seventh year of work twelve days
  - During eighth year of work thirteen days
  - During ninth year of work fourteen days
  - During tenth year of work fifteen days
  - During eleventh year of work sixteen days
  - During twelfth year of work seventeen days
  - During thirteenth year of work eighteen days
  - During fourteenth year of work nineteen days
  - During fifteenth year of work twenty days
  - After fifteen years of work twenty-one days
- C. A maximum of ten (10) vacation days may be carried over to the next year.
- D. A maximum of twenty (20) consecutive working days of vacation may be scheduled.



## ARTICLE 17

### HOLIDAYS

- A. Twelve (12) month employees shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each employee. Should the day off fall on a Saturday or Sunday, the employee shall be able to choose either Friday or Monday as the day to replace it with. The employee shall not be paid for the holiday and the Friday or Monday.

Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Good Friday\*  
Easter Monday\*  
Memorial Day  
July 4

\* If school is in session, an alternative date will be established.

Employees must be at work the last full work day preceding and following the holiday in order to be eligible for holiday pay unless absent on paid leave or vacation under Article 16. Those absent without pay will not be eligible for holiday pay.

ARTICLE 18

INSURANCE

- A. The District shall pay toward the cost of the employee's insurance (up to full family) in accordance with the following provisions:

MESSA PAK Plan A (for those employees needing health insurance and working at least 527 hours per year)

|                      |   |
|----------------------|---|
| Health               | Choices II with XVA2 and AI*<br>\$200/\$400 Deductible<br>Saver Rx Drug Card  |
| Long Term Disability | 66-2/3%<br>\$2,500 Maximum Benefit<br>90 Calendar Days - Modified Fill<br>Alcoholism/Drug Addiction 2 Year<br>Mental/Nervous Condition – same<br>as any other illness |
| Delta Dental         | 80/80/80: \$1,500<br>80: \$2,000<br>2 cleanings, sealants   |
| Negotiated Life      | \$30,000  |
| AD&D                 | \$30,000  |
| Vision               | VSP-2 Silver  |

\*Adult Immunization

The following employer contribution applies to MESSA Choices II breakout rates only:

|               |                 |
|---------------|-----------------|
| Less than 527 | No benefits     |
| 527 to 967    | 60% of premium  |
| 968 to 1499   | 85% of premium  |
| 1500 and over | 100% of premium |

MESSA PAK Plan B (for those employees not needing health insurance and working at least 527 hours per year):

|              |   |
|--------------|---|
| Delta Dental | 80/80/80: \$1,500<br>80: \$2,000<br>2 cleanings, sealants |
|--------------|---|

|                      |                          |
|----------------------|--------------------------|
| Long Term Disability | 66-2/3%<br>Same as above |
| Negotiated Life      | \$30,000                 |
| AD&D                 | \$30,000                 |
| Vision               | VSP-2 Silver             |

Employees scheduled to work at least 527 hours per year will receive full premium payments toward dental, term life, and vision insurance whether enrolled in Plan A or Plan B.

- B. Hospitalization insurance shall be limited to one plan per household where more than one family member is employed by the Rogers City Area Schools. However, in the event of death, separation or retirement of the other family member, the remaining employee shall be eligible for insurance coverage subject to the rules and regulations of the insurance underwriter.
- C. The District will make payment of its percentage of insurance premiums for each eligible employee to provide insurance coverage for the full twelve month period, commencing July 1 and ending June 30.

Subject to the provisions of the Family Medical and Leave Act, insurance premium contributions will be discontinued upon layoff, severance, during unpaid leaves of absence (30 days or more) and upon exhausting individual sick leave accumulation.

- D. When requested, insurance benefits will continue for thirty (30) days beyond date of layoff or retirement.
- E. In lieu of LTD coverage, the District will pay to each employee, for up to a period of 150 days, 70% of their regular salary if they are unable to perform their primary occupation. An employee must utilize all their accumulated sick leave first and fulfill a waiting period of at least thirty (30) calendar days. Paid leave days used will be counted in fulfilling the thirty (30) day waiting period. This amount shall be in addition to accumulated sick leave days and shall be offset by other income. Article 18, Section E, will expire on December 31, 2010, as the negotiated LTD coverage will become effective on January 1, 2011.
- F. Any amounts in excess of the District's contributions under this Article will be payroll deducted as a condition of the master contract pursuant to the authority set forth in MCLA 408.477.

To the extent permitted under internal revenue service rules and regulations, the District will maintain a qualified cafeteria plan which contains a salary reduction plan.

G. Noon duty aides will be eligible for paid leave under Article 15.

Where the District and Association have mutually agreed to permit additional assignments in accordance with Article 9(H), noon duty aide hours will count for purposes of insurance benefits.

ARTICLE 19

WAGE RATES

7/1/2010    1/1/2011

FOOD SERVICE

Cook's Assistant

|                     |       |       |
|---------------------|-------|-------|
| First Year Employed | 10.09 | 10.24 |
| Second              | 10.95 | 11.11 |
| Third               | 11.71 | 11.89 |

Kitchen Assistant

|                     |       |       |
|---------------------|-------|-------|
| First Year Employed | 9.04  | 9.18  |
| Second              | 9.86  | 10.01 |
| Third               | 10.37 | 10.53 |

MAINTENANCE/MECHANIC

|                     |       |       |
|---------------------|-------|-------|
| First Year Employed | 13.95 | 14.16 |
| Second              | 15.44 | 15.67 |
| Third               | 17.08 | 17.34 |

CUSTODIAL

|                     |       |          |
|---------------------|-------|----------|
| First Year Employed | 10.10 | 10.25    |
| Second              | 10.92 | 11.08    |
| Third               | 11.71 | 11.89    |
| Lead Custodian      |       | 2,500/yr |

TRANSPORTATION

Bus Driver (AM & PM)

|                     |          |          |
|---------------------|----------|----------|
| First Year Employed | 9473.89  | 9616.00  |
| Second              | 10061.48 | 10212.40 |
| Third               | 10795.62 | 10957.55 |
| Lead Transportation |          | 2,500/yr |

|                                     |      |      |
|-------------------------------------|------|------|
| Over 45 miles per day<br>(per mile) | 0.35 | 0.36 |
|-------------------------------------|------|------|

|  |       |       |
|--|-------|-------|
| Extra Trips (per hr.)<br>(no loss of pay for regular trip) | 11.58 | 11.75 |
|--|-------|-------|

|  |                 |                 |
|--|-----------------|-----------------|
|  | <u>7/1/2010</u> | <u>1/1/2011</u> |
|--|-----------------|-----------------|

TRANSPORTATION

|                           |       |       |
|---------------------------|-------|-------|
| Kdgn. Noon Runs (per hr.) | 13.13 | 13.33 |
|---------------------------|-------|-------|

|                     |       |       |
|---------------------|-------|-------|
| First Year Employed | 13.52 | 13.72 |
|---------------------|-------|-------|

|        |       |       |
|--------|-------|-------|
| Second | 14.12 | 14.33 |
|--------|-------|-------|

|       |  |  |
|-------|--|--|
| Third |  |  |
|-------|--|--|

|                        |      |       |
|------------------------|------|-------|
| Certification Meetings | 9.86 | 10.01 |
|------------------------|------|-------|

|                              |        |        |
|------------------------------|--------|--------|
| Transfers (AM & PM) per year | 352.48 | 357.77 |
|------------------------------|--------|--------|

Meals (receipts required) - See  
Board NEOLA Policy 4440

Lodging paid as needed (receipts required)

TEACHER AIDES/LIBRARY AIDE

|                     |       |       |
|---------------------|-------|-------|
| First Year Employed | 10.25 | 10.40 |
|---------------------|-------|-------|

|        |       |       |
|--------|-------|-------|
| Second | 11.04 | 11.21 |
|--------|-------|-------|

|       |       |       |
|-------|-------|-------|
| Third | 11.90 | 12.08 |
|-------|-------|-------|

STUDY HALL/NOON DUTY AIDES/DETENTION/ISS SUPERVISOR

|                     |       |       |
|---------------------|-------|-------|
| First Year Employed | 11.22 | 11.39 |
|---------------------|-------|-------|

|        |       |       |
|--------|-------|-------|
| Second | 12.13 | 12.31 |
|--------|-------|-------|

|       |       |       |
|-------|-------|-------|
| Third | 13.07 | 13.27 |
|-------|-------|-------|

FOOTNOTES:

|                       |  |
|-----------------------|--|
| 2010-2011 School Year | 1.5% Increase Effective January 1,<br>2011 |
|-----------------------|--|

ARTICLE 21

DURATION

This Agreement shall become effective July 1, 2010 and shall remain in effect until June 30, 2011.

FOR THE BOARD

FOR THE ASSOCIATION

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Mike Marx, President

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Karl Grambau, Chief Negotiator

---

Lori Dix, Secretary

---

Mary Fairbanks, Negotiator

---

Jamie Huber, Superintendent

---

Aaron Spens, President/Negotiator

---

Kathy Viegelahn, Business Coordinator

---

Colleen Vogler, Negotiator

---

Deborah K. Larson, UniServ Dir.