

MASTER AGREEMENT

BETWEEN

**FREELAND COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

**FREELAND EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA**

JULY 1, 2017 – JUNE 30, 2020



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ARTICLE 1 – RECOGNITION AND AGREEMENT

- A. This Agreement is entered into this 1st day of July 2017 by the Board of Education of the Freeland Community School District (the "Board" or "Employer") and the Freeland Educational Support Personnel Association/MEA/NEA (the "Association").
- B. The Board recognizes the Association as the sole bargaining representative for the purpose of collective bargaining as to wages, hours, and other terms and conditions of employment for the duration of this Agreement for the following personnel:
All Category I, Category IA, Category II, Category III and Category IV employees including Paraprofessionals, Transportation employees, Maintenance employees, Nutrition Services employees, and Secretaries; excluding all teachers, administrators, other supervisory personnel, and secretaries assigned to the District Office.
- C. Categories are defined as follows:
- Category I Twelve (12) month employees scheduled to work six (6) to eight (8) hours per day for fifty-two (52) weeks, and scheduled to work two hundred and sixty (260) days per year. Employees in classifications normally considered Category I, however, scheduled to work twelve (12) months and less than six (6) hours per day shall be considered Category III.
- Category IA Custodians hired after July 1, 2009.
- Category II Eleven (11) month employees scheduled to work less than fifty-two (52) weeks, working eight (8) hours per day, and scheduled to work at least two hundred eight (208) days to a maximum of two hundred twenty (220) days, beginning August 1 through June 30 of each school year.
- Category III Ten (10) month employees scheduled to work four (4) to eight (8) hours per day, and at least the required student days.
- Category IV Ten (10) month employees scheduled to work less than four (4) hours per day, and at least the required student days.
- D. Nothing in the above provisions limits the Board's right to establish hours under Article 8 of this Agreement.
- E. The Board agrees not to negotiate with or recognize any organization other than the Association for the duration of this Agreement as it applies to the personnel identified in Article 1.B.
- F. The parties shall be bound by the terms of this Agreement.

ARTICLE 2 – BOARD OF EDUCATION RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting, the right to:

- A. The exclusive management and control of the school District, its property, facilities, operations and affairs.

- B. Hire all employees; subject to the provisions of law, to determine their qualifications, conditions of employment, dismissal, demotion, suspension, layoff or recall; to determine the number and scheduling, including business or school hours or days, of all employees; to promote or transfer all employees; to determine the size of the working force; to assign duties to, and to direct, all employees, and to adopt reasonable rules and regulations not in conflict with any of the terms of this Agreement.
- C. Establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board.
- D. Decide upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. Determine services, supplies, and equipment; all methods and means of distributing, disseminating, or selling its services, methods, scheduling and standards of operation; the means, methods, and process of carrying on its services and duties; and any changes in all of the preceding, including innovative programs and practices.
- F. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments or division or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. Determine all financial practices and policies, including all accounting procedures, and all matters pertaining to public relations of the school system and its programs.
- H. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- I. Determine the policy affecting the selection, testing, training, or evaluation of employees providing such selection shall be based upon job-related criteria.

The exercise of the foregoing rights shall be limited only by the specific and express terms of this Agreement.

ARTICLE 3 – ASSOCIATION RIGHTS

- A. The Association shall have the right to use school buildings in compliance with established Board policy for public use of such facilities without a fee; provided, however, there shall be no conflict with recognized school and outside groups in the scheduling of such facilities. The Association shall leave the facility in a state of readiness for its normal use upon completion of the Association activity.
- B. Association representatives shall be allowed to visit schools during working hours provided that the building administrator is notified in advance. Such visits shall not interfere with the normal performance of duties by the employees or the normal function of the school. Association representatives shall be allowed to visit bargaining unit employees during non-work time, provided the representative reports his/her presence to the building principal or administrative supervisor before such visitations.
- C. Bulletin boards shall be made available to the Association. Notices placed on bulletin boards shall not be of a derogatory, defaming, or partisan political nature.
- D. Emergency phone calls and messages shall be delivered to the employee without undue delay. Facilities for use of the telephone by employees shall be made available.

- E. At the beginning of the school year, the Association shall be credited with three (3) paid days to be used by members who are officers or representatives of the Association. These three (3) days shall be available to the Association at a cost of the wages paid to a substitute should one be called to fill the position of the employee using said day, such use to be at the discretion of the Association. These days shall not be designated as either sick or personal days nor shall any bargaining unit employee suffer any loss of pay for the use of these days. The Association will provide notice to the Superintendent five (5) work days before the use of such days.

ARTICLE 4 – STRIKE PROHIBITION

Strikes (as defined by Section 1 of the Michigan Public Employment Relations Act) by public employees are contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Association shall not direct, instigate, participate in, encourage, or support any strike against the Board by any bargaining unit employee or group of bargaining unit employees.

ARTICLE 5 – PAYROLL DEDUCTION

- A. The Board shall deduct from the pay of each bargaining unit employee from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, charitable donations, or any other plans or programs jointly approved by the Board and the Association, except as otherwise prohibited by law.
- B. The Association shall indemnify and save the District, including individual Board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments, or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

ARTICLE 6 – WORKING CONDITIONS

- A. The Employer shall reimburse the bargaining unit employee for the loss, damage, or destruction of personal property on school premises, provided that the loss, damage, or destruction is not due to employee negligence and such personal property was required by the Employer.
- B. Any alleged unsafe or hazardous work condition reported by an employee shall be investigated and if the Employer deems it necessary, corrected as soon as possible.

ARTICLE 7 – EVALUATION AND JOB DESCRIPTIONS

- A. The Association President shall receive a copy of all job descriptions as developed by the Board, listing the responsibilities for each job. Evaluation of an employee's work performance shall be primarily based upon their job description.
- B. All monitoring or observation of the work of each employee shall be conducted with the full knowledge of the employee by the employee's immediate supervisor or other District administrator. Each employee's evaluation will be given to him/her in person by the employee's supervisor.

- C. If an employee disagrees with the evaluation, he/she may submit a written response of a maximum of three (3) letter sized (8 ½" by 11" pages) which shall be attached to the file copy of the evaluation in question. In no case shall the employee's signature on the evaluation form be construed to mean that he/she agrees with the contents of the evaluation.

ARTICLE 8 – HOURS OF WORK

- A. The Board reserves the right to set the hours of work for all employees covered by this Agreement. A permanent change in the starting time, except for summer schedules, shall not be made until the Board has given a five (5) workday notice to the Association and the affected employee(s). The Board reserves the right to change an employee's starting time.
- B. The Board agrees to pay overtime under the following conditions:
1. Time-and-one-half shall be paid for any hours worked, in excess of forty (40) hours, in the employee's regular work week.
 2. Advance notice of overtime shall be given to the affected employee(s) as soon as possible.
 3. Time-and-one-half shall be paid for hours worked on Sunday.
- C. Employees required to work on a holiday, as identified in Article 16, shall be paid double time plus holiday pay for hours actually worked on that holiday, if they are entitled to holiday pay.
- D. Employees shall notify their immediate supervisor when they will be absent from work. The immediate supervisor will be notified, if possible, the night before. Employees must notify their immediate supervisor of their unavailability for work no less than one (1) hour before their regular starting time, except in an emergency. When calling in sick, school bus drivers must notify their supervisor and, if possible, have a substitute driver prepared to drive their bus route so that the route is driven as scheduled and on time.
- E. Assignment of overtime and additional hours shall be made by the Supervisor. An attempt shall be made by the supervisor to equalize overtime and additional hours among employees within each classification. This adjustment shall be done on a quarterly basis.
1. If qualified employees are not available or decline the overtime or additional hours, the Board reserves the right to assign the overtime or additional hours to the least senior qualified employee.
 2. Employees eligible for additional hours who refuse the assignment will be charged the same number of hours as the employee who worked the hours.
 3. Disputes related to the balancing of overtime or additional hours shall be resolved by assignment of overtime or additional hours to the employee wrongly denied such time, the Board shall not be required to pay an employee for hours not worked.
 4. Any overtime or additional hours shall be maintained and posted in the appropriate office.
- F. Employees shall report at the specified starting time of their shift and shall not leave without permission, until the specified ending time of their shift (excluding regularly scheduled breaks and lunch periods).
- G. The work day for all employees shall include one fifteen (15) minute relief period within each four (4) hours worked. A relief period shall be scheduled according to the needs of the building operation. This shall not apply to bus drivers.

ARTICLE 9 – LEAVES OF ABSENCE

Section I. Paid Leaves

A. Sick Leave

1. Sick Leave - Sick leave is a form of insurance, the purpose of which is to protect employees when they become ill.

Category I employees are entitled to twelve (12) days of sick leave per year, which may accumulate to a maximum of one hundred thirty-five (135) days.*

Category IA & II employees are entitled to eleven (11) days of sick leave per year, which may accumulate to a maximum of ninety (90) days.*

Category III employees are entitled to ten (10) days of sick leave per year, which may accumulate to a maximum of ninety (90) days.*

Category IV employees are entitled to four (4) sick days per year, which may accumulate to a maximum of fifteen (15) days.*

*Accumulated days cannot be lost due to changes in Category.

Sick day use will be charged in one-half (0.5) day increments for all employees.

Probationary employees shall earn one-half (0.5) of their sick leave during their probation.

Employees who use sick leave in a manner contrary to its purpose shall be subject to disciplinary action, up to and including discharge.

Employees having at least twenty-five (25) years of service, a minimum of forty-five (45) accumulated sick days, and retiring from the Freeland Community School District shall be paid for one-half (0.5) of their remaining sick leave, calculated at their hourly rate of pay for each day earned. Sick leave payout cannot exceed \$1,000.

Employees who have been absent three (3) or more consecutive work days or beyond ten (10) days total in a given year, because of illness, or where the Board has reason to suspect misuse of leave time, may be requested, upon return and before resuming assigned duties, to furnish their supervisor a medical certification of fitness to resume normal duties. Such certification shall state the nature of the illness or injury, and shall certify that the employee is fit and able to resume assigned duties. The Board may require (at its expense) a physical exam at any time.

Sick leave may only be used for illness of the employee or critical illness in the immediate family, which is defined as: spouse, child, parent, and any dependent residing permanently with the employee. Requests for sick leave must be provided by the employee to his/her supervisor in writing. Requests must state the appropriate reason for the requested sick leave.

2. Personnel Leave - Personal leave is to conduct business or personal matters that cannot be done at any other time.

At the beginning of every school year:

Category I and IA employees shall be credited with two (2) personal business days per year.

Category II employees shall be credited with three (3) personal business days per year.

Category III and IV employees shall be credited with two (2) personal business days per year.

Unused personal business days at the end of the year shall be converted to sick days.

Personal business day use will be charged in one-half (0.5) day increments for all employees.

B. Funeral Leave

The employee shall be allowed up to five (5) consecutive days leave, without loss of compensation, for the death and funeral of the employee's spouse or child. Such leave will not be deducted from accumulated sick leave. Up to three (3) consecutive days shall be allowed without loss of pay or sick leave for the following: death and funeral of parent/step-parent, sibling, or spouse's parent/step-parent. The Superintendent will, upon written request by an employee, grant additional leave for the death of a person of significance to the employee. The employee will have the approved leave deducted from the employee's sick leave.

C. Jury Leave

An employee called for jury duty which occurs during the employee's working day, shall be paid the difference between the day's wages and the juror fee paid by the court for jury duty. The employee must submit the court payment voucher to receive payment. Employees shall report to regular work assignments when jury duty is one-half (0.5) day or less.

Section II. Unpaid Leaves

A. Illness/Injury Leave

A leave of absence without pay shall be granted for time periods not to exceed one (1) year for personal physical or mental illness subject to medical documentation, provided that the Board shall have no obligation to return the employee to work before the originally scheduled date.

B. Child Care Leave

Leaves of absence without pay of up to one (1) year may be granted for the purpose of child care. The employee will notify the Board, in writing, thirty (30) days before the start of the leave. However, in the case of a birth or adoption of an infant child, the commencement of said leave may begin no later than the date of the adoption or the medical recovery from the birth. The employee must provide the Board with at least thirty (30) days' notice of intent to return, except where less notice is allowed to an eligible employee under the Family and Medical Leave Act (FMLA). The employee may request a return to work before the anticipated termination of said leave because of a change in circumstances. The employee shall return to his/her former position or to a similar position.

C. General

1. All requests for leaves of absence or unpaid leave shall be in writing stating the reasons for the request and the approximate length of leave requested. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board. Extensions on any leaves of absence may be granted at the discretion of the Board.
2. In non-emergency situations, thirty (30) days prior notice shall be given the Board in writing for leaves.
3. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or who does not receive an approved extension, except as herein provided, will be considered to have terminated his/her employment.
4. The above leaves may be extended upon written application of the employee before the expiration date. Such extension must be approved or denied by the Board.

Section III. Family and Medical Leave Act

Leave provisions of this Agreement shall be construed consistently with the requirements of the Family and Medical Leave Act. However, if the leave provisions under this article are more generous, this Agreement shall prevail. All such leaves may be concurrent with, and not in addition to, any other applicable leaves provided for in this Agreement.

ARTICLE 10 – DISCIPLINE

- A. No non-probationary employee shall be disciplined without just cause. Due process shall be followed in all discipline cases.
- B. The Board shall notify the Association and the employee in writing of any written discipline or discharge of a seniority employee within five (5) working days of such action.
- C. The discipline or discharge of a probationary employee is not subject to the Grievance Procedure.
- D. Upon request, all employees shall have the right to Association representation at any meeting or hearing scheduled for the purpose of discipline or discharge.

ARTICLE 11 – PERSONNEL RECORDS

- A. Any reference to, or an actual complaint from, a student, parent, or any person except administrators which is entered into an employee's personnel file, must be brought to the attention of the employee. An employee will be notified within ten (10) working days of receipt of any written complaint that is filed against him/her with the administration. The employee may submit a written notation regarding any material, and the same shall be attached to the material in question. If an employee is requested to sign material to be placed in his/her file, signature thereon shall be understood to indicate his/her awareness of the material, but in no instance shall the employee's signature be interpreted to mean agreement with the material's content.
- B. All employees shall have the right to review the contents of their personnel files, with the exception of any materials excluded from the definition of "personnel record" in the Bullard-Plawecki Employee Right to Know Act.
- C. In arriving at a decision related to employment, the Board shall only consider matters that occurred less than five (5) years previously.

ARTICLE 12 – TRAINING AND EDUCATION

- A. An employee shall not suffer a loss of time or regular hourly wage for attendance at compulsory classes or training sessions held during the employee's regular working day. (Compulsory is defined as those classes or training sessions required by the District.) When employees are required to travel using their personal vehicles, the Board will pay mileage at the District mileage rate for required travel to such sessions and for any other required travel. The payment for mileage shall also apply to travel when employees attend make-up sessions because they were unable to attend the regular session due to work commitments for the District.
- B. The Board will pay all fees, books, and mileage for training when applicable.

Meals for compulsory classes or training shall be reimbursed as follows:

Breakfast - \$6.00 Lunch - \$7.00 Dinner - \$11.00

Request for reimbursement for any expenses must be made by completing the required form and must include itemized receipts.

If compulsory classes or training occur during the regular work time the employee will receive his/her regular hourly rate.

If compulsory classes or training occurs outside of an employee's regular work time the hourly training rate of \$10.00 per hour shall apply.

Employees completing yearly mandatory training, outside of their work day, will be paid for the set amount of time as agreed to by the Board and the Association.

ARTICLE 13 – VACANCIES

- A. A vacancy shall be defined as a newly created position or an existing bargaining unit position that is to be filled.
- B. Vacancies within the bargaining unit shall be posted in the following manner: A copy of the job opening shall be e-mailed to the Association President who shall distribute the posting for a period of seven (7) work days. The following format will be used to advertise such vacant position:
 - 1. Department/Category:
 - 2. Minimum Qualifications:
 - 3. Contractual Rate of Pay:
 - 4. Place of Work:
 - 5. Starting Date:
 - 6. Hours to be Worked:
- C. Any employee may apply for a vacancy by submitting a written request to the Superintendent or designee within the posting period.
- D. Positions shall be filled by the best qualified employee applying for the position within the affected department. Should two (2) employees be equally qualified, the position shall be awarded to the most senior employee.
- E. When there is no applicant within the affected department, qualified applicants (as determined by the posted qualifications), from other departments shall be considered before the position is filled outside the bargaining unit.
- F. The Board shall make an attempt to fill the vacant position within ten (10) working days from the end of the posting period.

ARTICLE 14 - SENIORITY, LAYOFF, AND RECALL

- A. Seniority shall be defined as the length of continuous service with the Board within each department (Maintenance, Secretary, Paraprofessional, Transportation, and Nutrition Services). It shall be calculated from the date of hire, but under no circumstances shall seniority accrue until an employee has served the probationary period. If the probationary period is satisfactory, seniority shall be retroactive to the date of hire as a regular employee.
- B. An employee shall lose all seniority should he/she not return from a leave, retire, resign, or be discharged for just cause, provided that, discharge for just cause is upheld by an arbitrator per the grievance procedure.

- C. A new employee shall be considered to be probationary until he/she has completed one (1) year of service with the Board.
- D. Should the Board determine the need for any layoff of personnel, reductions shall be by seniority within each department retaining the most senior employee. The Board shall endeavor to provide as much notice as possible, in no case less than ten (10) working days, to each employee who may be subject to layoff.
- E. Within each department, probationary employees shall be the first laid off, providing that the remaining employees within the department are qualified to perform the available work; those with the least seniority, providing those remaining employees within the department are qualified to perform the available work, shall next be laid off until the reductions have been completed.
- F. Employees who are transferred by the Board to another department shall retain but not accrue seniority in their initial department, and shall begin accruing seniority in the new department from the date of transfer. When an employee is transferred to a new department, the employee shall be placed in the new department, on the corresponding salary step. In the event of layoff, any transferred employee who may be subject to layoff may transfer back to his/her previous department provided that a position is open, or a less senior employee can be "bumped".
- G. Should vacancies occur in any department, laid-off employees from that department shall be recalled on the basis of seniority and qualifications to perform the available work. This clause shall take precedence over transfers of employees on staff.
- H. Any employee who becomes subject to a transfer as a result of a layoff may transfer back to his/her previous job position provided the position is open.
- I. Should vacancies occur in a department and all laid-off employees in that department have been recalled, but employees from other department remain on layoff, qualified employees from another department who remain on layoff shall be offered the position in line with their seniority.
- J. It shall be the responsibility of the employee to notify the Board of any change of address. Notice of recall shall be sent by certified mail to the employee's last known address. If the employee does not report to work within ten (10) work days of the mailing of this notice, he/she shall be considered to be a voluntary quit.
- K. Employees on layoff shall accrue no additional seniority, but shall have their seniority frozen up to a maximum of twenty-four (24) months, after which the employee's right to recall and seniority shall be terminated.
- L. Employees on unpaid status for more than one half of the school year will not accrue seniority during this time. Seniority shall be earned in one (1) year or one-half (1/2) year increments.
- M. A seniority list, by department, shall be maintained by the District and shall be transmitted to the Association, by October 1 of each school year.
- N. If an employee is absent for five (5) consecutive normally scheduled days without notification of a valid reason to be absent and without legitimate reason for notifying the employer, job abandonment will prevail and the employee will be terminated immediately.

ARTICLE 15 – HOLIDAYS/VACATIONS

A. Holidays

1. All Category I, IA, and II employees shall receive the following paid days off as holidays:

Fourth of July	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving Day	Good Friday
Christmas Eve Day	Memorial Day

- All Category III and IV employees shall receive the following paid days off as holidays:

Thanksgiving Day	New Year's Day
Friday after Thanksgiving Day	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	

2. If a Category I or IA employee schedules vacation time which includes any of the regular paid holidays, the holiday will not be considered a vacation day.
3. If Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, or the Fourth of July falls on Saturday or Sunday, the Board shall designate Friday or Monday as a day off with pay.
4. Category II, III, and IV employees shall continue to have the same break periods as provided for in the school calendar. Any day school is not in session for holidays shall not normally be a work day for these employees, but if required to work they will be paid their regular pay rate.
5. To be eligible for holiday pay, an employee must be in a paid status both the last work day prior to and the first work day following the holiday, except in cases where the employee is off on sick leave and then a doctor's written verification is required stating the medical reason for the absence. Employees are still eligible for holiday pay if school is cancelled the day before or after a holiday.
6. Any maintenance employee categorized as a Category III employee will be entitled to the same holidays and vacations as if s/he were a Category IA employee. Vacation days must be scheduled on non-session days.

B. Vacation

1. All Category I and IA employees covered by this Agreement earn vacation each year which they can use starting July 1st through the next June 30th according to the following schedule. Individuals during their first year of employment earn vacation on a prorated basis. After completing the first partial year of employment for vacation purposes employees will be considered to have completed a full year to accumulate vacation. Any additional vacation steps will be from July 1st thereafter.
2. Vacation may be taken, with a minimum of half day increments, with the advanced written approval of the employee's supervisor. Any vacation available but not used by June 30 is lost and shall not be paid. However, with written prior approval of the supervisor, an employee may carry over a maximum of five (5) days which must be taken before August 15 of that year.

Time Employed	Number of Vacation Days Available the Following Fiscal Year
Up to 1 year	Up to 5 days (prorated)
2 years	10 days
4 years	15 days
9 years	17 days
10 years	20 days

3. Paid leave shall count as working hours for the purpose of computing years of service.
4. Any employee with at least twelve (12) months of employment with the Board who quits or retires shall receive payment for the balance of their unused vacation at that date, plus prorated vacation for time worked since the last July 1, according to the following schedule:

July 1 to September 30	25%
October 1 to December 1	50%
January 1 to March 31	75%
April 1 to June 30	100%

ARTICLE 16 – GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation, misinterpretation or misapplication of the terms and conditions of this Agreement.
- B. The term “days” shall mean work days.
- C. Level One
 1. Any employee alleging a grievance shall, within five (5) working days of his/her knowledge of the occurrence, orally discuss the grievance with the immediate supervisor, with an Association representative present if the employee so requests, in an attempt to resolve the grievance.
 2. If no resolution is obtained within ten (10) working days of the oral discussion described above, the grievance shall proceed to Level Two.
- D. Level Two
 1. A copy of the written grievance shall be filed with the Superintendent or designee within ten (10) working days of the conclusion of Level One.
 2. Within ten (10) working days of receipt of the written grievance, the Superintendent or designee shall arrange a meeting with the grievant to discuss the grievance. An Association representative shall be present if the grievant so requests.
 3. Within ten (10) working days of this meeting, the Superintendent or designee shall render a decision in writing, transmitting one (1) copy to the grievant, one (1) copy to the Association and one (1) copy to the grievant’s supervisor.
- E. Level Three

Individual employees shall not have the right to process a grievance at Level Three.

 1. If the Association is not satisfied with the disposition of the grievance at Level Two, it may, within thirty (30) calendar days after the decision of the Superintendent is received, and after attempting to mutually agree to an arbitrator, refer the matter for arbitration to the American Arbitration Association in writing. Arbitrators shall be selected in accordance with the rules of the American Arbitration Association, which shall likewise govern the arbitration proceeding.
 2. Neither party may raise at Level Three a new defense of ground not previously disclosed to the other party.
 3. The decision of the arbitrator shall be final and binding upon the employees, the Board, and the Association, subject to the right of the Board or the Association to judicial review. Any lawful decision of the arbitrator shall be forthwith placed in effect.
 4. The arbitrator shall have no power to:
 - a. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.

- b. More than one grievance may not be considered by the arbitrator at the same time except upon expressed mutual consent and then only if the grievances are of a similar nature.
 - c. Rule on an issue involving employee evaluation.
 - d. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g. Wage and Hour, EEOC, MERC).
 - e. Rule on the merits of a prohibited or illegal bargaining subject.
 - f. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until s/he has first made a ruling on the arbitrability issue. By stipulations of the parties of the grievance, the Arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the Arbitrator determines that s/he is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
 - g. The Arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
5. The fees and expenses of the arbitrator shall be paid by the losing party of the arbitration decision. The Association shall be considered to have lost the decision if it does not receive all of the requested resolution. If the arbitrator's decision is split between the parties, the arbitrator shall make as a part of the award, apportionment of the parties' respective fees and expenses.
- F. Should the Board fail to respond within the prescribed time limits, the grievance shall automatically proceed to the next level of the grievance procedure.
- G. Time limits provided in this Article shall be strictly observed, but may be extended by agreement of the parties.
- H. Notwithstanding the expiration of this Agreement, any grievance may be processed through the grievance procedure until resolution.
- I. Preparation, filing and investigation of grievances shall be done at times other than when an employee, or participating Association representative, are to be at their assigned duty stations.
- J. Any employee required to take part in a grievance hearing, including arbitration, will be released from duty without loss of pay. The Association agrees to reimburse the Board for the expense of hiring substitutes for employees released at Association request.

ARTICLE 17 – DEPARTMENT NOTES

A. Maintenance

The salary schedule for maintenance is as follows:

Master Maintenance/Mechanic	Category I	\$19.39
Master Maintenance/Mechanic	Category I*	\$26.00
Custodian	Category I	\$19.14
Custodian	Category IA	\$13.25

*Hired before July 1, 2009

Whenever custodial/maintenance employees are requested to open or close a building at times the employee is not normally scheduled to work, the employee shall be paid a minimum of one (1) hour at the Custodian Day Rate for each opening or closing performed.

Custodians and master maintenance shall make every effort to report within one and one-half (1 ½) hours of their regular full shift when school is closed due to inclement weather. If the employee cannot report or cannot report on time, the supervisor shall be notified. Employees will not be docked in pay under these circumstances but will make up the time as scheduled and approved by the supervisor or be charged a personal day.

To be eligible for snow removal work, using a tractor or truck with a plow, maintenance employees must have previous successful experience removing snow at the District or eight (8) hours of successful training with the maintenance supervisor. These duties will be assigned to Category I employees by seniority.

The Board shall reimburse custodians for any clothing it requires them to wear. To receive payment under this section, the custodians must provide his/her supervisor with an itemized receipt.

The Board will furnish the proper tools, equipment, and training necessary to perform the job safely, as determined by the Board.

B. Secretaries

The salary schedule for secretaries is as follows:

Secretary	\$11.50
Hired before July 1, 2014	\$16.25

Secretaries may be required to work during winter, and spring recess periods when requested by their supervisors, although these are not normally work days for these employees. Building secretaries who wish to include days or hours during winter and/or spring recess week(s) in their work schedule may do so as long as the total number of days worked in the school year is not less than 208 days or more than 220 days per school year, beginning August 1 until June 30 of each school year. The building administrator and/or supervisor must approve the days worked during winter and/or spring recess week(s). In addition, working days and/or hours during winter and/or spring recess week(s) shall not be considered as overtime work unless the total number of hours worked for a week exceeds forty (40) hours.

C. Paraprofessionals

The salary schedule for Paraprofessionals is as follows:

Intervention Paraprofessional	\$15.61
On-Line Learning Paraprofessional	\$13.61
Instructional Supervision Paraprofessional*	\$12.87
Paraprofessional*	\$10.87

*Hired before July 1, 2017

Intervention Paraprofessionals establish, coordinate, supervise, and communicate all aspects of a building's intervention program. On-Line Learning Paraprofessionals supervise, monitor, and assist students taking on-line courses. Educational requirements and job descriptions have been created for these positions.

Instructional supervision paraprofessionals have more responsibility than is typically assigned to a paraprofessional. Examples of assignments that could be classified in such a manner include: aides assigned to a class without a teacher physically present in the classroom, and aides performing the duties of a librarian without the guidance of a media center specialist.

Approximately two (2) weeks before school starts each year, the supervisor shall notify each paraprofessional of his/her work assignments, duties, recess schedules, and work locations for the school year. If there are changes due to altering of school/student schedules, the employee will be notified as soon as possible.

D. Transportation

1. The salary schedule for transportation employees is as follows:

Regular Route	\$20.06
Athletic/Field Trip	\$15.94
Weekend Trip	\$23.91*
Weekend Minimum	\$47.82**

* 1.5x the Athletic/Field Trip rate

** 2x the Weekend Trip rate

2. Bus drivers requesting to take field trips, in writing, will be put on either or both of two (2) boards (Regular Trips and Long Trips) in seniority order. FESPA drivers will have the first opportunity to drive athletic/field trips, and non-school related trips, that do not interfere with their regular route. The Board shall have the right to not post trips for bus drivers, which interfere with their regular routes. Emergency trips shall not be included in the trip rotation order of "b" and "c" below. If a driver's trip is canceled and the driver is not paid a minimum trip wage, the driver will be given the next trip not already on the board.
 - a. Emergency Trips:
 - i) Trips posted twenty-four (24) hours or less before departure time (weekends and break periods are not included in 24-hour period).
 - ii) If a driver refuses an emergency trip, the driver will not get an "R" after his/her name.
 - iii) If a driver accepts an emergency trip, the date of the trip will be put after his/her name on the appropriate trip board.
 - b. Regular Trips:
 - i) Trips less than nine (9) hours.
 - ii) If a driver refuses a trip, an "R" will be put after his/her name, and he/she will be put on the bottom of the regular trip list.
 - iii) If a regular trip goes nine (9) hours or more, the date of that trip will be put after the driver's name on the long trip board and the date removed from the regular trip board.
 - c. Long Trips:
 - i) Nine (9) hours or more.
 - ii) The date will be put after the driver's name on the long trip board.
 - iii) If the trip is less than nine (9) hours the date will be put after the driver's name on the regular trip board and removed from the long trip board. The driver will get the next available long trip.
 - iv) If a driver refuses a long trip, an "R" will be put after the driver's name, and the driver will be put on the bottom of the long trip list.
 - d. Trips will be offered to drivers who are scheduled to be on leave the day of the trip.
 - e. If the details of a trip are changed (24 hours or more prior to the trip) so that they no longer interfere with the regular run of a driver, the trip will be cancelled and re-issued.
 - f. Trips that get cancelled will be replaced with a future trip, but do not have to be replaced in the order of cancellation.
3. Drivers may trade trips at least forty-eight (48) hours before the trip, providing the Supervisor with immediate notification. Traded trips are not subject to the grievance procedure.

4. If all field trip drivers refuse a trip, the administration reserves the right to assign the least senior driver.
5. If, after a driver accepts a trip, they give up that trip, the trip will go back on the appropriate rotation board. If the trip is refused, it must be refused more than 24 hours before the trip. If a trip is unassigned less than 24 hours before the trip, the administration may assign the least senior driver.
6. Drivers may "sign off" extra trip lists at any time and will remain off the list until they request to take field trips, in writing. However, no driver may make this request before the beginning of the school year, semester break, or the beginning of summer. The employer is not required to offer drivers who have signed off the lists any extra trip runs although drivers who have signed off may still be required to drive extra trips depending on the number of trips and available regular drivers (by reverse order seniority).
7. Employees required and/or requested to have a Commercial Driver's License and/or physical examinations will be reimbursed upon receipt of the license fee and/or examination expense. If an employee selects his/her own physician for DOT physicals, the Board will reimburse up fifty dollars (\$50.00) per examination. For requested physical examinations, the Board reserves the right to select the physician and will pay for the employee's examination.
8. Scheduling Routes:
 - a. At least two (2) weeks before school opens, the bus supervisor will have a meeting with all drivers to assign pick-up and take-home routes. The drivers will be assigned one (1) of each until all routes are given out, starting with the highest seniority driver. Drivers will be paid fifteen dollars (\$15) for each route they drive, to prepare their maps prior to the start of the school year.
 - b. All drivers, based on years of seniority, shall be assigned up to four (4) regular routes, if the regular routes are available. Assignments will be made by the supervisor. Additional routes, if offered, will be assigned based upon seniority.
9. Time for a route is established by the administration and is determined from the time a driver leaves the bus parking lot until he/she returns to the bus parking lot. The time for a route shall be no less than one (1) hour, and shall be rounded up to the nearest twelfth (1/12) of an hour, past the first hour. Drivers will be paid by the time established for each route. Established routes will be changed based on an average of the four (4) most recent time studies, done on different days of the week.
10. For regular daily routes, drivers will receive pay of one and two-thirds (1.66) hours per week for days worked, at the rate of fifteen dollars (\$15) per hour for responsibilities involving paperwork, cleaning, sweeping, fueling, meetings with other staff regarding routes, inspection of the bus, and other duties. Any work weeks of less than five (5) days will be prorated for days worked.
11. Drivers must drive all routes and field trips assigned to them unless on a leave approved by the immediate supervisor. One of the criteria for approval of any leave is the availability of substitute drivers.
12. The rate for an in-district trip is the Athletic/Field Trip rate. Trips will not be awarded to a driver whose regular route conflicts with the trip. All weekday trips will be paid at a minimum of one (1) hour.
13. Sick days and personal business days usage will be charged in one-half (0.5) day increments for all employees. Bus drivers will be charged as follows:

Daily Routes Scheduled	Daily Routes Missed	Days Charged
1	1	one day
2	1 2	one-half day one day
3	1 or 2 3	one-half day one day
4 or more	1 or 2 3 or more	one-half day one day

E. Nutrition Services

The salary schedule for Nutrition Services is as follows:

Cook*	\$13.91**
Assistant Cook*	\$13.11**
Team Leader*	\$12.51**
Server Aide	\$12.18**

* Must complete USDA required training

** Hired before July 1, 2014.

All Nutrition Services employees shall receive, at their written request and at no cost to them, one (1) series of Hepatitis B shots and a Tetanus shot, as documented by the employee, once every ten (10) years.

Whenever Nutrition Services employees are requested to open or close a building at times the employee is not normally scheduled to work, the employee shall be paid a minimum of one hour at the Cook's rate. These extra hours will be offered to Nutrition Service employees, working less than 29.75 hours in a given week, in order of seniority. Employees shall have the right to refuse the extra hours.

Approximately two (2) weeks before being called into work each school year, the Supervisor shall notify each Nutrition Services worker of his/her start date, job assignment, and work location.

ARTICLE 18 – GENERAL

- A. Any assault on an employee shall be reported in writing to his/her supervisor.
- B. The Board shall post the Agreement on the Freeland Community School District website.
- C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect. The provisions of such law shall govern to the extent of any such conflict with law.
- D. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals as 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.
- E. 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. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- F. If an employee within the bargaining unit substitutes for another position inside or outside of their regularly scheduled work hours, then they will be paid the contract rate for the position they are substituting for.

- G. If an employee's pay is to be docked, the rate will be determined by the employee's daily wage. Additionally, the pay will be further docked by adding the employee's daily cost in insurance benefits determined by taking the monthly premium for health, dental, vision, life, and/or L.T.D. divided by 30. Category II employees will only have their pay docked if working less than 208 days in a given school year.

ARTICLE 19 – INSURANCE

The Board reserves the right to select an insurance carrier providing comparable coverage for all insurance programs listed, other than health insurance, which will be selected by the Association. The Category I, IA, or II employee will contribute 20% of his/her total benefit costs toward the purchase of the insurance. As permitted by law, the employee contribution towards their insurance costs shall be deducted from their compensation.

- A. Category I
 Health Insurance: The Board's insurance premium contributions will be limited to 80% of the full family coverage premium of the selected plans. The employee may select Full Family, Two Person, or Single Subscriber coverage.
 LTD: 30 day calendar fill and exhaustion of sick bank
 Dental: Program with comparable benefits to Delta Dental (Full Family)
 \$1,500 Max; 100% preventative; 90% restorative
 Vision: Program with comparable benefits to VSP 3 (Full Family)
 Life: \$35,000 with AD & D
- B. Category IA & II
 Health Insurance: The Board's insurance premium contribution will be limited to 80% of the single person coverage premium of the selected Category I plan. The employee may select Full Family, Two Person, or Single Subscriber coverage.
 Vision: Program with comparable benefits to VSP 1 (Full Family)
 Life: \$35,000 with A D & D
- C. Category III
 Health Insurance: An employee working six (6) or more hours may obtain health insurance. The employee is responsible for 100% of the coverage premium of the selected Category I plan. The employee may select Full Family, Two Person, or Single Subscriber coverage.
 Vision: Program with comparable benefits to VSP 1 (Full Family)
 Life: \$15,000 with AD & D
- D. Cash Option/Salary Reduction Annuity
 Any employee eligible for health care coverage, who produces proof of alternate health insurance coverage, and who voluntarily and in writing elects not to receive such coverage, shall have the option to take the below listed amount as cash in lieu of coverage or have that amount contributed to a 403B plan, through a salary reduction agreement.
 Category I \$300 per month
 Category IA and II \$100 per month
- E. Category Eligibility
 Eligibility will be based on qualifying under the definitions of each Category in Article 1 - Recognition and Agreement.

ARTICLE 20 - DURATION OF AGREEMENT

- A. This Agreement shall continue in full force and effect from July 1, 2017 to June 30, 2020.
- B. Not later than ninety (90) days before the date on which this Agreement expires, the Board will negotiate with the Association over a successor Agreement in accordance with the procedure set forth herein in a good faith effort to reach agreement concerning employee's salaries and all other conditions of their employment, provided the Association or the Board has requested negotiation. Such negotiations will include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiated by the parties. Any Agreement so negotiated will apply to all bargaining unit employees, and will be reduced to writing and signed by the Board and the Association.
- C. An emergency manager appointed under the Local Financial Stability and Choice Act may reject, modify, or terminate the Agreement as provided in the Act.

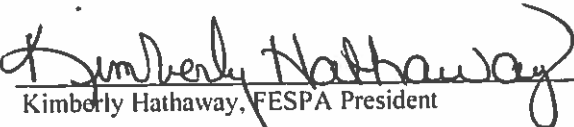
The parties have caused this instrument to be executed by their duly authorized representatives the day and year written above.

FREELAND COMMUNITY SCHOOL DISTRICT

FREELAND EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA



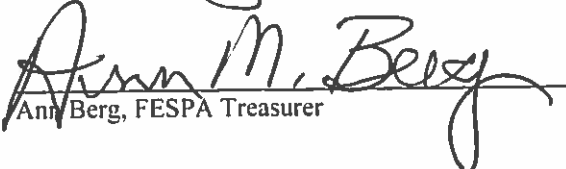
Kristin Anderson, Board of Education President



Kimberly Hathaway, FESPA President



Matthew A. Cairy, Superintendent



Ann Berg, FESPA Treasurer