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## AGREEMENT

The Deckerville Community Schools, hereinafter referred to as the “Employer”, and the Deckerville Educational Support Personnel Association/MEA/NEA, hereinafter referred to as the “Association,”

### ARTICLE I – Union Recognition, Agency Shop & Check-Off

#### Section I. Union Recognition

- A. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- B. The term “employee” as used herein shall include all full-time and regular part-time custodial-maintenance, transportation and food service employees employed by Deckerville Community Schools, including bus mechanic and part-time cafeteria employees working more than 5 hours per week; excluding aides, supervisors, and all other employees.

#### Section II. Agency Shop

- A. Service Fee: Each bargaining unit member shall, as a condition of employment:
  - 1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
  - 2. Pay a Service Fee to the Union, pursuant to the Union’s “Policy Regarding Objections to Political-Ideological Expenditures” and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477:MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member’s wages and remit same to the

Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.

B. Objections Policy

Pursuant to Chicago Teacher Union v Hudson, 106S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article.

C. Dues Deductions

Any bargaining unit member who is a member of the association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlines in the MEA Constitution, Bylaws and Administrative procedures. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10<sup>th</sup>) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten(10) months, beginning in September and ending in June of each year.

D. Due to certain requirements established in court decision, the Parties acknowledge that the amount of the Service Fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the Parties agree that the procedures in this Article related to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.

- E. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the association agrees to defend such action, as its own expense and through its own counsel, provided:
  - 1. The Employer gives timely notice of such action to the Association and permits the association intervention as a Party if it so desires, and
  - 2. The Employer given 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.
  - 3. The Association shall have complete authority to comprise and settle all claims, which it defends under this section.

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

## ARTICLE II – Non-Discrimination

The Employer and the association both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both Parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, sex, genetics, age or handicap.

## ARTICLE III – Board Rights

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are relinquished herein by the Board, shall continue to vest in and be exercised by the Board.

The Employer shall have the right to the normal functions of management, including the right to hire, promote, transfer or to suspend, discharge or demote employees for just cause subject, however, to the employee's

right to bring a grievance if any provision of this Agreement is violated by the exercise of such management functions.

All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved by the Employer.

- B. The exercise of the foregoing power, rights, authority, duty and responsibilities of the Board, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education and the transportation of children in connection herewith. None of the provisions of this Article shall be applied in a manner inconsistent with any other provisions of this Agreement.

## ARTICLE IV – Association Representatives

- A. The employees shall be represented by an association Representative who shall be chosen in a manner determined by the Constitution and Bylaws of the Association.
- B. Reasonable arrangements may be made to allow the President time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings after arrangements have been made with his/her supervisor.
- C. The Association President and/or delegated representatives shall be allowed time off from work with pay to conduct Association business or participate in Association activities. Three (3) days per year shall be allowed for this purpose.

## ARTICLE V – Contractual Work

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union not to discriminate against any of its members nor shall it result in the reduction of the present work force as is now in effect, nor in the event of the

extension of service shall it be used to avoid the performance of work covered under this Agreement.

## ARTICLE VI – Seniority

- A. A newly hired employee shall be on a probationary status for sixty (60) working days for that employee taken from and including the first day of employment, except as herein provided. The probationary period shall be lengthened by the number of days the employee is absent in excess of ten (10) days. During the probationary period, the employee may be discharged with or without cause and shall have no recourse through the grievance procedure.
- B. Probationary employees completing their probationary period shall be granted seniority to date of hire.
- C. Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on scheduled layoff shall have the right to displace a lesser seniority employee within the classification provided the senior employee is qualified to perform the duties of the position. The more senior employee may not displace a less senior employee who works more hours or is paid at a higher rate.
- D. An employee will lose seniority for the following reasons:
  - 1. Resignation
  - 2. Discharge for cause and is not reinstated through the grievance procedure.
  - 3. Retirement
  - 4. Recall notification shall be sent by registered mail.
  - 5. Absent for two (2) working days without notifying supervisor or without a good and sufficient reason as determined by the administration.
  - 6. Laid off for one year or the length of seniority, whichever is less.
- E. Seniority shall be frozen for an employee who is transferred to a supervisory position. Current supervisory personnel will be grandfathered in.
- F. A seniority list shall be made available to each covered employee on or about October 1<sup>st</sup> of each year. Such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as the date of entry into the classification. Within ten (10) days of posting of the list, employees shall object to the list; thereafter the list shall be final and conclusive.

## ARTICLE VII – Vacancies & Transfers

### A. Vacancies

1. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards for ten (10) working days. Employees shall apply for the vacancy or newly created position only during the posting period.
2. Postings shall include the type of work, the starting date, the rate of pay, the hours to be worked, the classification and any special requirements necessary to perform said work.
3. The senior employee from within the classification making application shall be transferred to fill the vacancy or new position provided said employee has the qualifications, as posted to perform the duties of the job involved. The employee awarded the position shall have a thirty (30) day probationary period during which time the Board, at their discretion, may move the employee back to his/her prior position if they are unable to perform the work.
4. If no employee from within the classification applies the best qualified applicant, as determined by the Board, shall be granted the position. Said hiree shall be subject to the sixty (60) working day probationary period. If the hiree is an employee from another classification, they shall serve a thirty (30) day probationary period during which time the Board, at its discretion, may move the employee back to his/her prior position if they are unable to perform the work.
5. In the event that a person substituting in the position is awarded said position, then the time worked as a substitute shall count toward seniority, benefits, etc.
6. Qualified is defined to be meeting the requirements listed on the job posting.

B. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit shall be paid either the rate of the position from which he/she is transferred or the pay rate of the position to which he/she is transferred, whichever is higher. For cooks, the transfer must exceed three (3) days.

C. Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both Parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is

not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position and posted for interested employees.

## ARTICLE VIII – New Jobs

- A. When new jobs are created and cannot be properly placed into an existing classification by mutual agreement between the Parties, the Employer shall place into effect a new classification and a rate of pay for the job in question, and he/she shall designate the classification and pay rate as temporary.
- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day time period, but not thereafter during the life of this Agreement, the Union may request, in writing, the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In cases where the Parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to mediation with the Michigan Employment Relations Commission. If not resolved it then may be submitted to the Grievance Procedure. Upon resolution the new position will become part of this Agreement.

## ARTICLE IX – Discipline/Discharge

- A. The employer agrees to submit notification of any discipline or discharge of a permanent employee, when a penalty is assessed, to the President and the Union within five (5) working days from the date of such disciplinary action provided that the employee does not object to such disclosure.
- B. Should a discharged seniority employee consider the discharge to be improper, a grievance shall be filed within ten (10) working days of the notice of discharge.

## ARTICLE X – Leaves of Absence

- A. An employee who, because of illness or accident, is physically unable to report for work and has exhausted all means of compensation from the



- Employer may be granted a leave of absence not to exceed one (1) year. The employee must supply the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence, with diagnosis, prognosis, anticipated date of return, and any other relevant information. The Employer may request an independent physician's examination to confirm disability. Employees who fail to make a prompt request and provide medical certification shall not be eligible for a leave and shall be considered to have resigned. Upon request of the employee an additional one (1) year of leave may be granted by the Board.
- B. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
  - C. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
  - D. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.
  - E. Eligible employees working at least 1250 hours in the previous year from that date, shall be granted leaves as provided by the Family Medical Leave Act and the District's policy for up to twelve (12) weeks. Accumulated paid leave time shall be taken concurrently with FMLA. Employees who voluntarily fail to return to work upon exhaustion of FMLA shall reimburse the District the cost of insurance benefits paid while on FMLA.
  - F. All reasons for leave of absence shall be in writing, stating the reason for the request, the approximate length of leave requested, and any medical verification required.
  - G. An employee on a leave of absence without pay shall continue to accumulate seniority. An employee shall return to his/her position within the same classification provided the employee has a medical release if appropriate.
  - H. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer and the employee.

- I. Leaves of absence shall be granted for physical or mental illness, prolonged serious illness in the immediate family, which includes husband, wife, children or parents, up to twelve (12) weeks. Said leave shall count toward those benefits provided under the Family Medical Leave Act.

## ARTICLE XI – Grievance Procedure

- A. A grievance is an alleged violation of an expressed term of this contract.
- B. “Days” shall be days the Superintendent’s office is open. Deadlines maybe extended by mutual agreement in writing.
- C. Grievance Steps:

### Step 1

An employee having a grievance shall present it orally to the supervisor within five (5) days of the alleged contractual violation. The Association Representative may be present.

### Step 2

If the grievance is not settled orally by the supervisor, the employee shall submit the grievance in writing to the Superintendent within five (5) working days from the oral presentation. Forms are provided by the Association. The employee and the Association Representative shall sign the grievance. Probationary employees may not file written grievances.

Written grievances shall:

- a. be signed by the grievant or grievants and the President.
- b. be specific;
- c. contain a synopsis of the facts giving rise to the alleged violation;
- d. cite the section or subsections of this contract alleged to have been violated;
- e. contain the date of the alleged violations; and
- f. specify the relief requested.

Any written grievance not substantially in accordance with the above may be rejected as improper. The Association will have two days to make corrections.

The Superintendent shall give his/her decision in writing within five (5) working days. If the employee is not satisfied with the answer from the Superintendent, a meeting will be held between the Superintendent and

an Association representative of the Association at a mutually agreeable time, but no later than fifteen (15) working days following receipt of the Superintendent's decision to the employee. The Superintendent and the Association Representative will discuss the grievance and try to reach a satisfactory settlement. If a satisfactory settlement cannot be reached, the grievance then may be appealed to Step 3 of the Grievance Procedure.

### Step 3

Any appeal of a decision rendered by the Superintendent shall be presented to the Board of Education within twenty (20) working days after the meeting between the Superintendent and the Association Representative. The Board shall meet with the Association Representative at a time mutually agreeable to them, but in no event later than thirty (30) calendar days upon receipt of the appeal. The Association's appeal shall be in writing and state the reason or reasons why the Superintendent's decision was not satisfactory. The Board shall render its decision within the ten (10) working days of said meeting.

### Step 4

If the grievance is not settled at the preceding Step, it may be submitted to arbitration. The notice that the Association is submitting the grievance to arbitration must be sent to the American Arbitration Association, the Secretary of the Board of Education, and the Superintendent within fifteen (15) working days of the receipt of the Board's last answer. The American Arbitration association's rules and regulations shall govern the arbitration proceeding.

- a. The arbitrator, the Association or the Board may call any employee as a witness in any arbitration hearing.
- b. Each party shall be responsible for the expenses of the witnesses that they may call..
- c. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the Parties hereto.
- d. The decision of the arbitrator shall be final and conclusive and binding upon all employees, the Employer and the Association.
- e. The fees and expenses of the arbitrator shall be borne equally by the Parties.

- f. The arbitrator shall not have any authority to assess any money damages or penalties against the Board or the Association.

## ARTICLE XII – Hours & Work Week – Bus Mechanic, Custodians & Cooks

### Section 1

- A. The regularly scheduled work week for present employees shall consist of forty (40) hours, beginning at 12:01 AM Monday and ending one hundred twenty (120) hours thereafter. If the creation of a new position requires a modification of the above defined work week the Association agrees to negotiate with the Board concerning this definition.
- B. The normal work-day shall be eight (8) consecutive hours including a paid lunch period for custodians, and six and one-half (6 ½ ) or more hours for kitchen help will include a paid lunch.
- C. The provisions of this Section shall not be construed as a guarantee of forty (40) hours per week or eight (8) hours per day.

### Section 2

Overtime rates will be paid as follows:

- A. time and one-half (1 ½ ) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period, all time worked in excess of forty (40) hours in one (1) work week for which overtime has not already been earned.
- B. Double time (2X) will be paid for all hours worked on Sunday.
- C. No employee will be required to take time off from his/her normal work schedule during the work week as a result of an employee having worked overtime hours in order to avoid the payment of any overtime compensation by the Employer.
- D. The Administration will make very effort to employ a custodian to cover any extra activities held within the school building. Authority to determine custodial activity rests with the Superintendent and supervisor.

Section 3

Call Back Pay

Whenever an employee is called back to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1 ½ ) his/her regular rate of pay or a minimum of four (4) hours pay at his/her straight time hourly rate, whichever is greater. Regularly scheduled working hours shall not be considered call backs.

Section 4

Rest Periods

Employees shall receive one (1) fifteen (15) minute rest period for each four (4) hours of scheduled work.

Section 5

Distribution of Extra Hours

Extra hours shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work, provided they are qualified to perform such work.

## ARTICLE XIII – Paid Leave

Section 1 – Sick Leave

- A. Employees will be entitled to accumulate sick leave up to one hundred eight (108) days at a rate of one (1) day for each month worked, provided that the employee actually works 75% of the scheduled work days. Paid vacation days shall be counted as days worked. Employees may be required to provide medical verification of illness for more than five (5) days or in cases of a pattern of absenteeism. Employees may be required, at the Employer's discretion, to provide a physician statement confirming the ability to return to work. In the event that conflicting doctor's reports are received, a third doctor will be mutually agreed upon. The doctor's findings and conclusions shall be binding upon the Parties. The expenses of the third doctor will be paid for by the Board of Education.

- B. Sick leave shall be granted to an employee when he/she are incapacitated from the performance of his/her duties by sickness, injury or for medical, dental, or optical examination or treatment. Sick leave shall also be granted when an employee is exposed to a contagious disease in conjunction with a physician's recommendation that the presence of the employee at his/her employment position would jeopardize the health of others.
- C. Unless discharged, upon retirement or separation from the Employer after five (5) years of service, the employee shall be paid one-half (1/2 ) of all his/her unused accumulated sick leave days at his/her rate of pay.
- D. At the end of each school year, each employee shall be given a record indicating the sick leave accumulation if any.

#### Section 2 – Funeral Leave

- A. Each seniority employee covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the employee's immediate family.
- B. Definition of the employee's immediate family:  
The employee's immediate family shall be interpreted as including wife or husband, son, daughter or step-child.
- C. An employee will be allowed three (3) days off with pay to attend the funeral of his/her father, mother, father-in-law, mother-in-law, sister, brother or grandchild.
- D. In the case of death of the employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandfather, grandmother, step-father, step-mother, half brother, half sister, uncle, aunt, nephew or niece, the employee will be excused from work without loss of pay for one (1) day, the date of the funeral, to attend the funeral.
- E. During the employee's assigned shift, permission will be granted, without loss of pay, to a reasonable number of employees in a unit who wish to be excused from work to attend the funeral of a fellow employee or a former employee, provided they return to work after the funeral. Employees who serve as pallbearers at the time of the funeral of a fellow employee will be paid during the time they must be off the job on the day of the funeral.

Section 3 – Personal Business Days

Each seniority employee shall be granted three (3) personal business days per year with pay, non-deductible from their sick leave bank. Personal business days are to be used only for the personal business that an employee cannot take care of outside working hours. Employees are required to provide twenty-four (24) hours written notice when requesting personal business days. Employees not using their personal days shall have those days changed to sick days and added to their accumulated sick day amount of 108 days.

The supervisor may deny a personal business day request when deemed necessary. No more than two (2) employees within a classification may take PLDs on the same day.

Section 4 – Jury Duty

Employees requested to appear for jury qualification or service shall receive their normal pay from the Employer for such time lost as a result of such appearance or service, less any compensation for such jury service. Employees shall report to work if released early or not required to attend jury duty.

Section 5 – Act of God Days

Employees shall not receive pay for snow days, except as noted below.

At the present time, the State does not require Districts to make up the first two (2) snow days. As long as the State continues this practice, on the first two (2) snow days, employees will receive pay for those two (2) days even though they performed no service. Any other days beyond the first two, employees may use personal business, sick or vacation days for Act of God days. Employees that are asked to report for work on those two (2) days shall be paid time and one-half (1 ½ ) for all hours worked.

ARTICLE XIV – Holidays

- A. The employer will pay the normal days pay for the following holidays even though no work is performed by the employee. To qualify for holiday pay, an employee must be on the payroll of the employer, completed probationary period and not on a leave of absence.

	<u>Cooks</u>	
New Year’s Day		Thanksgiving Day
Memorial Day		Friday following Thanksgiving

Labor Day  
Good Friday

Christmas Day

Custodians

New Year's Eve Day  
New Year's Day  
Good Friday  
Memorial Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Friday following Thanksgiving  
Christmas Eve Day  
Christmas Day

Bus Drivers

New Year's Day  
Good Friday  
Memorial Day  
Christmas Day

Labor Day  
Thanksgiving Day  
Friday following Thanksgiving

- B. Employees required to work on any of the above-named holidays shall receive double time (2x) for all hours worked in addition to the regular holiday pay.
- C. If any employee is on vacation on a holiday, he/she shall be entitled to an additional day off with pay for the holiday, or he/she shall receive eight (8) hours pay for the holiday. An employee on paid sick leave on holidays shall not have that day deducted from accumulated sick leave bank if he/she has sick days coming. Employees off sick on the holiday, the day before or the day after the holiday may be required to submit medical proof of illness to receive holiday pay.
- D. When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay; and in the event that the scheduled holiday falls on a Sunday, the employees shall receive the Monday after the holiday. If the following Monday is a scheduled school day the employee shall then be granted a day off with pay for the holiday on a date that is mutually agreeable to the employee and the employer.

**ARTICLE XV – Vacations**

- A. Full-time, year around employees who have completed one (1) year of service shall receive six (6) days vacation with pay; after two (2) years of service, said employee shall receive eleven (11) days vacation with pay after seven (7) years of service, said employee shall receive sixteen (16) days vacation with pay; after fifteen (15) years of service, said employee shall receive twenty (20) days vacation with pay.



- B. Employees terminating employment or on a leave of absence shall receive pro-rate vacation allowance based upon one-twelfth (1/12<sup>th</sup>) of the vacation pay for each month or major fraction thereof between his/her anniversary date and his/her termination date.
- C. Vacation time is earned by actually working seventy-five (75%) of the scheduled work days in a month. (Paid vacation days shall count as days worked.) Employees hired after July 1, 2009, must use 75% of earned vacation time during the summer recess.

## ARTICLE XVI – Fringe Benefits

Plan/Benefit Summary:

### Health Plus Custom PPO HRA WRAP Plan A

Major Medical	Health Plus Custom PPO HRA WRAP \$1000/\$2000 Deductible \$250/\$500 Rx Deductible	Deductible (Out of Network) \$2000/\$4000
Life Insurance	\$10,000	
AD & D	\$10,000	
Vision	VSP Bronze	
Dental Ultra Dent	60/60/60 \$1,000 Annual Max. Two (2) cleanings per yr. No child or adult orthodontics	

### Plan B

Life Insurance	\$10,000
AD & D	\$10,000
Vision	VSP Bronze
Dental Ultra Dent	60.60.60 \$1,000 Annual Max. Two (2) cleanings per yr. No child or adult orthodontics

Section 1 - Major Medical, Dental, Vision, Life Insurance  
(Custodian, Bus Mechanic and Building/Grounds Maintenance)

Effective August 1, 2011, the custodians and bus mechanics shall receive health insurance paying 10% per month of Plan A.

Section 2 – Major Medical, Dental, Vision, Life Insurance  
(Bus Drivers)

The Employer will pay for seniority employees, the following amounts per month toward the premium for Plan A for regularly employed Bus Drivers and their dependents under the plan described above.

Drivers Regularly Scheduled for:

Seven (7) or more hours	75%
Six (6) or more hours	65%
All other drivers	55%

Drivers hired after July 1, 2011 with less than six (6) hours would not have the district contributing to Plan A.

Section 3 – Major Medical, Dental, Vision, Life Insurance  
(Cooks)

The employer will pay, for seniority employees, the following amounts per month toward the premium for Plan A for regularly employed cooks and their dependents under the plan described above.

Cooks Regularly Scheduled for:

Seven (7) or more hours	75%
Six (6) or more hours	65%

Section 4

- A. If two or more employees belong to a single family unit and are eligible for coverage under the same policy, the Board will pay for coverage for one family member under Plan A and the other family member(s) will be covered under Plan B.

Section 5 – Dental, Vision and Life Insurance

The Employer will pay for seniority employees 90% per month towards the premium for Plan A for full-time custodians. For bus drivers and cooks, the Employer shall pay 50% of the Plan B rate.

## Section 6 – Tax-Sheltered Annuity

The Board of Education shall pay seventy-five (\$75.00) dollars in 2011-2012 cash per month in lieu of health insurance, which can be put in a tax-sheltered annuity by signing a salary reduction agreement.

## ARTICLE XVII – Uniforms

- A. Custodians, groundsmen and mechanics shall be provided with uniforms. The Board shall purchase five (5) shirts and five (5) pairs of pants. The employee must wear and clean these uniforms. Uniforms shall be replaced as needed per approval of the Superintendent or his/her designee.
- B. Cooks: The employer will pay to each cook covered herein a uniform allowance of sixty-five (\$65.00) per year. Two shirts will be provided with the remainder to be paid upon receipt of purchase by the employee.
- C. Jackets: The Board of Education shall, once every five (5) years contribute seventy-five percent (75%) towards the purchase of an approved Bus Driver's jacket. The first purchase of jackets shall be in September of 2012-2013 school year.
- D. Bus Run: A bus run shall be defined as any run that involves the picking up or delivering of students either to and from home or to and from school. A driver shall be paid a minimum of one (1) hour regular wage for any run of less than one (1) hour in duration.
- E. Meal Allowance
  - 1. Drivers taking field trips shall be allowed a reimbursement not to exceed eight dollars (\$8.00) for a meal when the field trip extends over a meal time. The driver must submit a paid receipt to the Transportation Supervisor within five (5) working days following the date of the field trip for validation.
  - 2. Drivers shall be paid the meal allowance only when there is less than sixty (60) minutes between their regular run including return time and field trip departure time. To be eligible for two (2) meals, the trip must extend beyond eight (8) hours in the same day.
- F. Training: Drivers shall be reimbursed at their regular rate of pay for attending the minimum number of hours necessary to maintain their certification. For training conducted outside the Deckerville area, the District shall reimburse mileage or provide transportation.

- G. Driver Licensing: Drivers shall maintain all required licenses and endorsements to perform their duties. The District shall reimburse the employee the cost of license or endorsement within ninety (90) days of submission of receipt for such costs.
- H. Physical Examination: Bus drivers shall be given an annual physical examination at a time, date and by a doctor to be determined by the Employer at the employer's expense.
- I. Bus Maintenance: Any bus driver who is required to bring his bus in for maintenance shall be paid a minimum of one (1) hour's pay. If the driver is required to wait while the maintenance work is being performed, he shall be paid for the waiting time.
- J. Meetings: Drivers will receive one hour minimum pay for attendance at student-administration disciplinary meetings. Drivers required to attend meetings shall be paid their regular rate of pay, except for up to two (2) general informational meetings per year.
- K. Field Trips:
1. All field trips will be paid at the rate of the employee's hourly rate of pay from time of departure until time of return with a minimum of one (1) hour's pay. If a normal morning or night run are not taken because of a field trip the minimum of two (2) hour drive time will be paid in those situations.
  2. In cases of an emergency during the field trip, the final decision as to whether to return to the Deckerville Community Schools or lay-over shall be made by the Transportation Supervisor. If the driver is advised not to return by the Transportation Supervisor, the Employer will reimburse the employee hour housing and meals, upon the submission of receipts.
  3. Each bus driver shall indicate in writing to the Transportation supervisor on forms provided by the employer, if they desire to be placed on the extra trips roster. Drivers may be added or removed from the extra trip roster by submitting needed forms.
  4. Scheduled field trips shall be offered to extra trip drivers on a rotation basis to the most senior driver in sequence of the rotation. If a driver declines an extra trip, the driver shall be considered to have accepted the trip for the purposes of that rotation.

5. If no driver on the extra trip list are available, the least senior driver or drivers not on the extra trip list may be assigned the trip.
- L. Waiting time: Drivers shall receive waiting time pay of eleven dollars (\$11.00) per hour in 2011-2012. For all drivers, the bus must remain at the event during waiting time except for allowable meals.
- M. Tool Allowance: Bus Mechanics will be given a \$200.00 tool allowance each year with receipts.

## ARTICLE XVIII – No Strike Pledge

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Union therefore agrees that its Officers, Representatives and members shall not authorize, instigate, cause aid or encourage, ratify or condone, nor shall any member take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with this Article shall be cause for immediate dismissal.

## ARTICLE XIX – Scope, Waiver and Alteration

- Section 1. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the Parties hereto and the same has been ratified by the Union.
- Section 2. The waiver of any breach or condition of this Agreement by either Party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- Section 3. If any Article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of the Agreement and supplement shall not be effected thereby and the Parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

## ARTICLE XX – Miscellaneous

- A. The use of personal cell phones by bus drivers is prohibited when performing their normal driving duties.
- B. Bus drivers are to ensure that no students are left on the school bus after the completion of a route.
- C. Bus drivers who take their busses home with them are not to use them for personal business. They are to take the most direct route to and from school when empty and make no personal stops along the way. If a driver uses a bus for personal business and is involved in an accident for which they are at fault the bus driver assumes all financial responsibility for the accident.

### ARTICLE XXI – Duration

- A. The effective date of this Agreement is July 1, 2011, unless otherwise provided. All terms and conditions of this Agreement shall remain in full force and effective until June 30, 2012.
- B. If either Party desires to terminate this Agreement, it shall be ninety (90) calendar days prior to the termination date given written Notice of Termination. If neither Party shall give a Notice of Termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to Notice of Termination by either Party on ninety (90) calendar days written notice prior to the current year of termination.

This Agreement shall be effective as of July 1, 2011 and shall continue in effect until the 30<sup>th</sup> of June, 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

DECKERVILLE EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION/MEA/NEA

DECKERVILLE COMMUNITY  
SCHOOL BOARD OF  
EDUCATION

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A

2011-2012  
0% Increase

Classification	New Hire	0-1 Year	2-5 Years	After 5 years	After 12 years
Grounds/Building Maintenance	\$12.92	\$13.20	\$13.79	\$14.60	\$15.02
Bus Mechanic (Certified)	\$15.51	\$15.82	\$17.56	\$17.99	\$18.36
Custodian	\$12.53	\$12.80	\$13.19	\$14.00	\$14.24
Bus Driver	\$13.93	\$14.23	\$14.82	\$15.05	\$15.28
Head Cook	\$11.39	\$11.56	\$12.35	\$12.59	\$12.80
Cook	\$10.12	\$10.28	\$11.11	\$11.35	\$11.58
Cooks Helper	\$9.90	\$10.09	\$10.38	\$10.59	\$10.78

New Hire = Probationary Period of sixty (60) working days.  
Substitute employees shall be paid at the New Hire rate.

Grounds/Building Maintenance employees shall be paid the same as bus mechanics if the employee becomes boiler certified (being able to certify the boilers to meet State regulations/requirements).