

UNION AGREEMENT  
BOARD OF EDUCATION  
NORWAY-VULCAN AREA SCHOOLS

AND

MICHIGAN EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION

2012-2013

2013-2014

**TABLE OF CONTENTS**

AGREEMENT-----		Page 3
ARTICLE I	- Recognition -----	Page 3
ARTICLE II	- Association Security & Dues -----	Page 3
ARTICLE III	- Board Rights -----	Page 6
ARTICLE IV	- Representation -----	Page 6
ARTICLE V	- Special Conferences -----	Page 7
ARTICLE VI	- Grievance Procedure -----	Page 7
ARTICLE VII	- Discipline and Discharge -----	Page 8
ARTICLE VIII	- Seniority -----	Page 9
	Probationary Period -----	Page 9
ARTICLE IX	- Filling Vacancies -----	Page 11
ARTICLE X	- No Strike Clause -----	Page 12
ARTICLE XI	- Hours of Work -----	Page 12
ARTICLE XII	- Leaves of Absence -----	Page 12
	Sick Leave -----	Page 12
	Personal Business -----	Page 13
	Military Leave -----	Page 14
	Jury Duty -----	Page 14
ARTICLE XIII	- Holiday Pay -----	Page 14
ARTICLE XIV	- Insurance -----	Page 15
	Negotiated Life -----	Page 16
ARTICLE XV	- Vacation -----	Page 17
ARTICLE XVI	- Retirement -----	Page 18
ARTICLE XVII	- Snow Days -----	Page 19
ARTICLE XVIII	- General -----	Page 19
	Probationary Rate-----	Page 20
ARTICLE XIX	- Termination -----	Page 21
APPENDIX A&B	- Hourly Rate -----	Page 23
GRIEVANCE FORM	-----	Page 26
SENIORITY LIST	-----	Page 29

**AGREEMENT**

THIS AGREEMENT entered into on this 11th day of March, 2013, between the BOARD OF EDUCATION of the NORWAY-VULCAN AREA SCHOOLS (hereinafter referred to as the "BOARD") and the MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (hereinafter referred to as the "UNION").

WHEREAS, the general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, the employees, and the Union; and

WHEREAS, the parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in establishing a proper service to the Community;

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE I -- RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all custodial employees, maintenance employees, food service employees, teacher aide employees, office-clerical employees, school bus drivers, excluding the confidential secretary to the superintendent, secretary/payroll, supervisors, and independent bus contractors.
- B. For the purpose of this Agreement, the term "employee" shall mean all full-time and part-time custodial, maintenance, cafeteria, teacher aide, office-clerical employees, and school bus drivers.

**ARTICLE II -- ASSOCIATION SECURITY AND DUES**

- A. Membership in the Association is voluntary and shall comply with all State and Federal Regulations in accordance with the terms and conditions found in this Article.
- B. All employees included in the recognition Clause shall pay dues or service fees in compliance with all State of Michigan and Federal regulations that apply.
- C. The Board agrees to:
  - 1. Deduct appropriate and applicable Association dues or service fees;
  - 2. Such deductions shall be established in accordance with applicable laws and regulations;

3. All applicable dues or service fees shall be transferred to the Association or its designee, provided each member authorizes the Board to deduct dues or service fees. The written authorization for Union dues shall be in full force and effect and may be revoked only by written notice in accordance with procedures found on the authorization form.
- D. Each employee shall, as a condition of employment, (1) on or before thirty (30) days from the day of active employment or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "policy regarding objections to political-ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of association dues collected from association members. The employee may authorize payroll deduction for such fee. In the event that the employee shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477;MSA 17,277(7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each employee. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction. The procedure in all cases of non-payment of the service fee shall be as follows:
- 1) The Association shall notify the Board of non-compliance by personal service and/or certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  - 2) If the employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to the opening paragraph above.
  - 3) The Board, upon request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for same.
  - 4) The Board and Association may mutually agree, in writing, to withhold, and/or suspend involuntary wage deduction, and/or to place any involuntary wage deductions in an escrow account pending any legal challenges. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Association has established a "policy regarding objections to political-ideological expenditures." That policy, and administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union employees who chose not to belong to the Association. 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 employee concerning the applications and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association notification to non-members of the fee for that given school year. In the event that such an authorization is not signed and returned to the school business office by the end of the probationary period, or a service fee is not paid directly to the Association, the Board shall, upon written request by the association, deduct the service fee from the employee's wages and remit same to the Association, only after a meeting between a business office representative and the employee, pursuant to MCLA 408.477, MSA 17,17.277(7).

- E. The Board agrees to send or present each prospective employee with a copy of this Article along with the individual employee contract.
- F. The Association shall certify to the Board in writing the current rate of membership dues. If the Association shall change the rate of its membership dues, the Association shall give the Board thirty (30) work day's written notice prior to the effective date of such change. Additionally, the Association shall certify to the Board in writing the current service fee. If the Association shall change the rate of its service fee, the Association shall give the Board thirty (30) work day's written notice prior to the effective date of such change.
- G. Deductions referred to in Section C above shall be made in equal installments determined by the number of pay periods selected by each employee. Upon appropriate written authorization from the employee, the Board shall deduct from the wages of any such employee and make appropriate remittance for Financial Services programs and annuities, insurance programs not fully Board paid, financial institutions, savings bonds, charitable donations, contributions or any other plans or programs jointly approved by the Association and the Board.

No later than the thirtieth (30<sup>th</sup>) workday following the opening day of school, the Board shall provide the Association with a list of employees who have not authorized the Board to make deductions for membership dues or service fees for negotiation and administration of this Agreement.

H. In the event of any legal action against the Board brought in court or administrative agency because of its compliance with this Article, the Association agrees to defend against such action, at its own expense and through its own counsel. The Association shall have complete authority to settle all claims which it defends under this section in cooperation with the Board.

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

### ARTICLE III -- BOARD RIGHTS

All Board rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain under the exclusive control of the Board. It is expressly recognized that such rights and functions include but are not limited to:

- A. Full and exclusive control of the management of the school district, the supervision of all operations and methods, processes, means, and personnel by which any and all work will be performed, the control Of the property, and the composition, assignment, direction and determination of the size and type of the working force.
- B. The right to change or introduce new or improved operations, Methods, procedures, means or facilities, and the right to determine Whether and to what extent work shall be performed by employees.
- C. The right to determine the work to be done and the standards to be Met by employees covered by this Agreement.
- D. The right to hire, establish, and change work schedules, set hours Of work, establish classifications, promote, demote, and transfer, Release and lay off employees.
- E. The right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause, and otherwise to maintain an orderly and efficient operation.

### ARTICLE IV -- REPRESENTATION

- A. For the handling of grievances in its behalf, the employees will Elect a steward who shall be a regular seniority employee of the Board. The Union shall have the right to have an alternate steward To serve in the place of the steward when the steward is absent for reasons such as layoff, vacation, or days off, who shall also be a regular seniority employee of the Board. The Union shall notify the Board in writing of the names of such persons.
- B. Union representatives who are not employees of the district who

desire to transact official Union business on school premises shall notify the superintendent or his designated representative of their presence upon entry and indicate the nature of their business.

- C. The steward shall be permitted to leave his work on the last half-hour of his shift on those days that it is necessary for him to handle a grievance, pursuant to the grievance procedure, as follows:

The steward shall request permission from his supervisor; and such permission will be granted, provided that his work schedule can be maintained without additional help. However, this privilege is subject to the understanding that the time will be devoted to the proper handling of a grievance and will not be abused. In the event the Board feels this privilege is being abused, it shall notify the Union, and if the matter is not corrected immediately, the privilege shall be withdrawn.

#### ARTICLE V -- SPECIAL CONFERENCES

The parties may, by mutual agreement, arrange special conferences for important matters. Such conferences shall be arranged between the Union representative and the Board or its designated representative. Arrangements for such conferences shall be made in advance and an agenda of the matters taken up at said conference shall be presented at the time said conference is requested. Matters taken up in such conferences shall be confined to those included in the agenda.

#### ARTICLE VI -- GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific Article and Section of the Agreement. If any such grievance arises, there shall be no stoppage or suspensions of work because of such grievance, but such grievance shall be submitted to the following grievance procedure.

An employee who has a grievance shall first take it up with his immediate supervisor in an effort to resolve the matter informally.

- B. Step One. In the event the matter is not resolved informally, the employee may, following the discussion of the grievance with his immediate supervisor, request his supervisor to call the steward to discuss the matter with the supervisor and the employee, or proceed to Step Two.

Step Two. If the grievance is not resolved in Step One, it shall be reduced to writing, within ten (10) working days of the meeting at Step One, on a grievance form provided by the Board and presented to the superintendent for his written answer. In any event, all grievances must be filed in writing within fifteen (15) working days of the alleged violation. The written grievance shall name the employee(s) involved, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference,

shall indicate the relief requested, and shall be signed by the employee. The superintendent shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance, with a copy to the steward.

Step Three. If the grievance is not satisfactorily resolved in Step Two, the grievance may, within twenty (20) working days, be Appealed to mediation under Act 379 of the Public Acts of 1965. Such an appeal shall be made in writing, with copies to all parties.

Step Four. If the grievance is not resolved in Step Three, the Union, within (10) working days after mediation, may appeal the grievance to the Board of Education through the superintendent. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the superintendent's decision in Step Two.

The appeal shall be heard at the next regularly scheduled Board meeting, and, in any event, within twenty (20) working days after receipt of the appeal. The Board, or its Review Committee, shall investigate the grievance, including giving the aggrieved employee and/or the Union a reasonable opportunity to be heard. The Board shall render its decision in writing within twenty (20) working days after holding a hearing on the appeal. A copy of the Board's decision shall be delivered to the employee involved, to the Union, and to the superintendent.

- C. If no disposition of a grievance has been made within the specified time period it shall automatically move to the next step.
- D. Working days, for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed Holidays.

#### ARTICLE VII -- DISCIPLINE AND DISCHARGE

- A. The Board shall have the right to establish, adopt, publish, change, amend, and enforce reasonable rules for employees to follow. New or amended rules shall be published five (5) work days prior to their effective date.
- B. In the event an employee is suspended for a period in excess of ten (10) Working days or discharged, the Board shall promptly notify the Union in writing of the action. If the employee or the Union feels the suspension or discharge is improper, a grievance shall be filed in writing within two (2) working days of the suspension or discharge at Step Two of the grievance procedure.
- C. An employee ordered to leave his work for disciplinary reasons shall, before leaving the Board's premises, have the right to consult his Steward at a place and for a reasonable length of time provided by the Board. Exception may be made to this provision if the Board took immediate action to remove the employee from the premises in cases



Involving drunkenness, violence, or willful destruction of property.

- D. Should disciplinary action likely occur at a given meeting, the Employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation.
- E. The concept of progressive discipline is acknowledged. Progressive discipline may include:
  - 1. Verbal warning by Supervisor/Administrator
  - 2. Written reprimand by Supervisor/Administrator
  - 3. Suspension with or without pay
  - 4. Dismissal for just cause

The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline. The Board has the right to suspend with or without pay during the investigation or place the employee on paid or unpaid Administrative leave.

#### ARTICLE VIII -- SENIORITY

- A. Seniority shall be defined for the purpose of this Agreement to mean The length of an employee's continuous service with the Board from their last permanent hiring date. Seniority for employees hired on the same date shall be determined by a lottery system. Seniority is based on service time at Norway-Vulcan Area Schools. An employee that transfers to another position shall carry their seniority for all purposes.
- B. Employees shall be subject to a probationary period of ninety (90) Working days of employment, during which time the Board shall have The sole right to discharge, discipline, transfer, demote, or layoff Employees for any reason except Union activities, without regard to the provisions of this Agreement, and no grievance shall arise there from. At the end of the probationary period, employees shall be placed on the seniority list as of their date of hire.
 

A laid-off employee shall not be required to serve a second probationary period when returning to work in the same classification. Upon returning to work in any classification, the employee will not have salary reduced by .20 cents (probationary rate) and will not lose accrued benefits including vacation, personal leave, and sick leave accumulation.
- C. Upon the execution of this Agreement, the Board and the Union will initial an up-to-date seniority list by October 1<sup>st</sup> of each year. The Board will post copies of the seniority list. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and if not so requested, the list shall become final at the end of such period. In no event shall the Board be required to pay back wages by reason of the correction of an error on such list.

- D. Employees shall be laid off or recalled by classification according to their classification seniority. When an employee's position is eliminated or reduced in hours, he/she shall have the right to assume a position within their classification for which he/she is qualified and held by an employee with less seniority to maintain hours and benefits. If the effected employee cannot apply their classification seniority in their classification, then the employee shall have the right to assume a position regardless of classification for which they are qualified, which is held by a less senior bargaining unit member. The employee will only be allowed to replace the least senior employee(s) in another classification. In the event he/she is unable to apply their classification seniority elsewhere, and a vacancy exists in a position within the unit which the Board desires to fill, he/she shall be placed in said vacancy, providing he/she has the ability to perform the work.

It is further understood that temporary adjustments of the work force due to such things as emergencies, breakdown of equipment, fire, flood, labor disputes, civil disorder, and conditions beyond the control of the Board, may be made without application to the above provisions. However, if such temporary adjustment continues for more than five (5) working days, the Union may request that the Board adjust the work force according to the above provisions and such adjustment will be made within three (3) working days thereafter.

The Board shall notify the Union President and the affected employee, in writing, at least ten (10) days in advance of any lay-off.

- E. For the purpose of layoff and recall only, the Union steward shall head the seniority list for his respective classification.
- F. An employee who is transferred to a job outside the bargaining unit shall retain the accumulated seniority, whether such transfer was made before or after the Union was first recognized as bargaining representative for the unit. If such employee is later transferred back to the bargaining unit, he may exercise his accumulated seniority credits.
- G. An employee shall be terminated and lose his seniority rights if he:
1. Quits
  2. Is discharged for cause and not reinstated through the grievance procedure.
  3. Is laid off for a period of eighteen (18) months or length of his seniority, whichever is less.
  4. Fails to report for work within three (3) days following recall from layoff. Notification shall be by registered letter.
  5. Is absent without a reasonable excuse for two (2) consecutive working days. Employees shall notify the Board of their absence and the reasons therefore within a reasonable amount of time to adjust or cover assignment prior to the scheduled time to commence work for the day.

6. Fails to return from a leave of absence at the designated time.
  7. Retires.
  8. Is gainfully employed while on a leave of absence, unless the leave of absence is granted for this purpose.
- H. It shall be the responsibility of each employee to notify the Board of any change of address or telephone number. The employee's address and telephone number as they appear on the Board's records shall be conclusive when used in connection with the layoffs, recall, or other notices to employees.

#### ARTICLE IX -- FILLING VACANCIES

- A. Vacancies/new positions shall be posted for a period of five (5) work days, with a copy of same mailed to any member on lay-off. During the summer months, the district shall mail all postings to all bargaining unit members that are not a part of the summer work force. If the position is not filled within a reasonable time the position shall be reposted. The posting shall set forth a description of the job, the qualifications required for the job, the shift during which the work is to be performed and the rate of compensation. Employees may bid on such job during the five (5) working days during which the said notice is posted on the employees bulletin board and no bid made after the expiration of these five (5) days will be considered in filling the job vacancy. Employees bidding for such job or vacancy must have the qualifications required for that particular job. The employee shall be allowed a reasonable length of time to demonstrate that he is capable of performing the work, but not to exceed one (1) month.

In filling a vacancy within the bargaining unit, the Board agrees to give due weight to the background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. In instances where the qualifications of the applicants are comparable, including the ability to work in sensitive positions, the person with the greatest seniority shall be appointed to the vacancy. The decision of the Board as to the filling of such vacancies shall, however, be final. Any candidate who applies for a vacancy and does not receive it may discuss (or request in writing) the reason for the Board's action with the Superintendent. The Board will attempt to fill a permanent vacancy within sixty (60) days from the closing date of the posting.

- B. When a new job is created, which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different, skills and responsibilities are required, the management will, after written notice to the steward, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the steward. During this period, the Union may request in writing that the Board meet with the Union and negotiate the matter, including the proposed rate of pay.

**ARTICLE X -- NO STRIKE CLAUSE**

- A. The Union will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in, any strike or work stoppage of any kind. Strike and work stoppage shall be deemed to include, but not be limited to, slow-downs, stoppages of any kind, sit-ins, or blue-flu or any other type of interference of any kind whatsoever with the operations at any of the facilities, buildings, or locations of the employer, and shall expressly include picketing or demonstrating of any kind at any time.
- B. The Union agrees that during the term of this agreement it shall not direct, instigate, participate in, encourage, or support any strike as defined in (A) above, against the employer by any employee whatsoever.
- C. The employer shall have the right to discipline, including discharge all employees for taking part in any violation of this article.

**ARTICLE XI -- HOURS OF WORK**

- A. The Board shall retain the right to schedule the work hours of employees according to the needs of the system. In the event the Board desires to change the normal work schedule of any group of employees, it will notify the Local unit chairman and Union in advance.
- B. All work performed by employees in excess of eight (8) hours per day or forty (40) hours in any one (1) work week will be paid at the rate of one-and-one-half (1 & 1/2) times their regular rate. All authorized time worked over the normally scheduled hours/week will be paid at their current rate for employees less than 40 hours.
- C. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payments.
- D. Overtime shall be divided among employees within each classification. Overtime shall first be offered to the employee in the classification having the greatest seniority and rotate down the seniority list. If a member is on approved leave they will be ineligible for overtime/extra hours during the time they are on approved leave of absence or vacation.
- E. Wage rates are shown in Appendix A and Appendix B attached to this Agreement.

**ARTICLE XII -- LEAVES OF ABSENCE**

- A. Sick Leave:

1. All regular full-time employees and all regular part-time employees working 1.5 hours or more a day who are absent from duty because of personal illness shall be entitled to sick leave accumulated at the rate of one (1) day per month worked. For the purposes of this section, a day of such leave is defined by the number of hours said employee is normally scheduled to work. Unused sick leave may accumulate from year to year, up to a maximum of one hundred seventy days. All requests for sick leave must be submitted to and approved by the superintendent or his designated representative. Proof of illness, signed by a physician and approved by the superintendent, may be required at any time there is suspected abuse of sick leave. Employees whose illness extends for more than three (3) work days may be required to submit proof of illness signed by a physician. Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period.
2. In the event of absence of an employee for illness in excess of five (5) consecutive working days, or upon suspicion of abuse of sick leave, the Board may, at its expense, require an examination by an independent physician.
3. In any one year, an employee may use, from his accumulated sick leave, not to exceed 10 days, for death or critical illness in the immediate family. Critical illness means illness which the attending physician considers sufficiently serious to require the persons presence at the bedside. Immediate family means, husband, wife, children, father, mother, brother, sister, grandfather, grandmother, father-in-law, and mother-in-law. Additional days may be granted with approval of the superintendent.
4. Employees may use up to five (5) sick days for closures of the district at the direction of state or local departments of health.

B. Personal Business:

1. All regular full-time seniority employees and regular part-time employees working 1.5 hours or more a day shall be granted two (2) days of personal business leave per year with pay to transact personal business pursuant to the following:
2. There may be personal conditions or circumstances which may require an employee absenteeism for other reasons that heretofore mentioned. Such leave may be accumulated up to four (4) regularly scheduled work days and if not used shall be placed in their sick leave accumulation.
  - a. This leave shall be used in situations of urgency, for the purpose of conducting personal business which is impossible to transact on the weekend, after work hours or

during vacation periods.

- b. Personal business days may be used for unscheduled work days such as deer season, Winter break, Spring break, etc.
  - c. Those desiring to use such leave shall submit their request on the application form (provided by the Board) at least two (2) working days in advance of the anticipated absence except in cases of emergency. In such case, the employee shall apply as soon as possible. This form must be filed with the principal, or superintendent. The general reason shall be briefly explained on the form.
  - d. Such leave shall not be used for seeking other employment, rendering services, for working either with or without remuneration for themselves or for anyone else.
  - e. Charges for the use of personal business shall be at the minimum rate of one-half (1/2) day per time used.
- C. Military leaves of absence without pay or fringe benefits shall be granted to employees who are inducted or enlist for one (1) period of enlistment for military duty in any branch of the Armed Forces of the United States. Employees on military leave shall be reinstated in accordance with applicable laws and upon re-employment by the Board, they shall be credited with any unused sick leave held at the start of the leave.
- D. A leave of absence may be granted a regular, full-time seniority employee called for jury service provided the Board shall only be obligated to pay an amount equal to the difference between the employee's salary as computed on a normal daily basis (i.e., his regular straight time rate times his normal straight time hours of work) and the daily jury duty fee paid by the court for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work, and provided further that the Board shall only be obligated to pay said difference when the employee cooperates with the administration in seeking to be excused from such service.

#### ARTICLE XIII -- HOLIDAY PAY

- A. Regular full-time seniority employees and regular part-time employees who have a regular work year schedule beginning prior to the Friday before Labor Day, and works 1.5 hours a day or more, will receive holiday pay calculated at the rate of their regular straight time rate (exclusive of any premiums) as determined on a normal daily basis for:

Good Friday, Easter, July 4th, Memorial Day, Friday before Labor Day, Labor Day, Thanksgiving, day after Thanksgiving, the day before Christmas, Christmas Day, the day before New Years, New Years Day, and Winter Break day. (For 2012-2013 the Tuesday after Easter.)

All regular full time-time and part-time seniority employees who have a regular work schedule beginning after Labor Day, and works 1.5 hours a day or more, will receive holiday pay calculated at the rate of their regular straight time rate (exclusive of any premiums) as determined on a normal daily basis for:

Good Friday, Easter, July 4th, Memorial Day, Opening Day of Deer season, Thanksgiving, day after Thanksgiving, the day before Christmas, Christmas Day, the day before New Years, New Years Day, and Winter Break Day. (For 2012-2013 the Tuesday after Easter.)

Should any of the above holidays fall on a Saturday or Sunday, employees will still be entitled to holiday pay.

Employees must meet all the following eligibility rules:

1. The employee has seniority as of the date of the holiday;
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday and the holiday otherwise falls within the employee's regular work year;
3. The employee worked the last scheduled student day prior to and the next scheduled student day after such holiday. Unless an approved leave is granted by the Administration

It is understood that Good Friday shall only be a holiday in the event school is not in session on said day.

- B. When one or more of the above holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, his vacation shall be extended a corresponding amount of days.
- C. An employee who is assigned to work on a holiday and fails to report for the assignment shall not be eligible for holiday pay unless he has an excuse acceptable to the Board for not working. Holiday work assignments will be with the consent of the employee, if possible. However, the Board reserves the right to assign said work if no one consents.

#### ARTICLE XIV -- INSURANCE

- A. Commencing on July 1, 2011, the Board agrees to pay 80% of the cost of Choices II premiums to provide basic medical hospitalization, dental coverage and vision coverage with the Board approved carrier subject to the terms and conditions specified in the existing insurance policies and contracts for full-time seniority employees working 1760 or more hours a year. No matter concerning this article shall be subject to the grievance procedure. Regular, part-time seniority employees will be eligible to participate in basic medical hospitalization insurance program only in accordance with the terms and conditions specified above with the Board paying a pro-rata portion of the premiums for those who elect to

participate. The pro-ration will be determined as provided below and any employee working less than one thousand forty (1040) regularly scheduled hours in a given fiscal year (July 1 through June 30) shall not receive the pro-ration insurance benefit. The percentage of premium is determined on number of hours normally worked on the first day school is in session. Should an increase or decrease in the normally scheduled weekly hours of an employee occur, except for temporary reasons, the health insurance pro-ration will be adjusted to match the change.

- B. Commencing on March 1, 2011, full-time employees (1760 hours and above) shall choose a PAK Plan containing the following provisions:

Pak A:

- (1) MESSA Choices II (\$10/\$20 prescription co-pay)  
(\$200/\$400 In-Network, \$400-\$800 Out-of-Network deductible)
- (2) Delta Dental: 100:80/80/80: \$1,000 Annual Max  
80: \$1,200 Lifetime Max  
Two Cleanings Per Year  
No Adult Orthodontics
- (3) Life: \$20,000 AD&D
- (4) Vision: VSP-2

Beginning July 1, 2012 employees who elect district health insurance coverage will contribute 20% of the cost of health insurance as their share of the premium. Payment of the 20% premium will be divided evenly from paychecks during the pay periods the employee is scheduled to work. The 80% district portion and 20% employee portion of health care costs expires as of June 30, 2013. The Board will annually determine the manner in which the District shall comply with PA 152

Commencing on September 1, 2011, Plan A will be modified to include a \$20 Office Visit/\$25 Urgent Care/\$50 Emergency Room co-pay.

Pak B:

- (1) Delta Dental: 100:80/80/80: \$1,000 Annual Max  
80: \$1,500 Lifetime Max  
Two Cleanings Per Year  
No Adult Orthodontics
- (2) Vision: VSP-3
- (3) Life: \$40,000 AD&D
- (4) Dependent Life: \$2,000 Spouse and Children



- (5) For those employees taking the Plan B insurance option, The Board agrees to pay \$1,500 to the employee each year he/she remains in Plan B during the life of the agreement. This payment will be made with the employee's first check of the new school year. Should two (2) or more employees elect this option in any given year of this agreement the Board will pay \$2,000 to each employee for that year.

In the event of a status change, such as a divorce or death of a spouse carrying primary insurance, a change from Plan B to Plan C will be allowed. The \$1,500(\$2,000) Plan B payment will be pro-rated according to the length of time the employee has received Plan B coverage.

- B. Insurance coverage for part-time employees shall be Choices II as follows (per Board resolution of July 2, 2012, . Part time employees qualifying for insurance shall choose either Plan A or Plan B.

Plan A:

1650	-	1759	hours	-	80% of 80% of full family coverage
1040	-	1649	hours	-	Member only rate
0	-	1039	hours	-	No health benefits or cash payment in lieu of.

Plan B:

- (1) \$900 cash payment - This payment will be made with the employee's first check of the school year.
- (2) No health insurance

In the event of a status change, such as a divorce or death of a spouse carrying primary insurance, a change from Plan B to Plan A will be allowed. The \$900 will be pro-rated according to the length of time the employee has received Plan B coverage.

- C. The Board will pay for the duration of this contract all premiums for a \$20,000 term life insurance policy on all part-time employees of the union.
- D. Any insurance benefits provided for herein shall be subject to the terms and conditions specified in the School District's group insurance policy and any claim by any employee shall not be the basis of a grievance or subject to arbitration.

The Board, by payment of any premium required to provide coverage as agreed upon, shall be relieved from all liability with respect to any insurance benefits provided in this agreement. The failure of any insurance company to provide any of the benefits which it

has contracted for any reason shall not result in any liability to the Board or the Union, nor shall such failure be considered a breach by either of them or any obligation under this agreement.

- E. The Board agrees to establish a voluntary Flexible Spending Plan which meets IRS Section 125 guidelines for Union members.
- F. Employees who are receiving health care benefits will receive a board contribution toward vision and dental costs of \$300 for single; \$600 for 2 person; \$700 full family. This payment will be made on the first paycheck in September. (for 2013 only, the first paycheck following the ratification of the contract)

**ARTICLE XV -- VACATION**

- A. Regular full-time, 52 week employees only who are in the Board's employ shall receive the following vacation calculated at the employee's normal straight time hourly rate:

<u>YEARS OF SERVICE</u>	<u>STEPS</u>	<u>VACATION</u>
Less than 1 year =	1	= No Vacation
1 year =	2	= 1 week
2 - 6 years =	3 - 7	= 2 weeks
7 - 11 years =	8 - 12	= 3 weeks
12 - 16 years =	13 - 17	= 4 weeks
17 - 19 years =	18 - 20	= 4 weeks + 1 day
20 years =	21	= 4 weeks + 2 days
21 years =	22	= 4 weeks + 3 days
22 - 24 years =	23 - 25	= 5 weeks
25 - 26 years =	26 - 27	= 5 weeks + 2 days
27 + years =	28 +	= 5 weeks + 3 days

- B. Credit will be earned only for those months in which an employee works eighty percent (80%) of the scheduled working days. Vacation time will be credited at the beginning of each year.
- C. Vacation will be granted at such times during the year as are suitable, concerning the wishes of the employees and the needs of the school system. In case of conflict, the Board reserves the right to assign vacations.
- D. Regular part-time employees will receive a pro-rated vacation in accordance with the following table based on the number of hours normally worked on the first day school is in session.

<u>NORMAL DAILY HOURS</u>	<u>1-5</u>	<u>6-9</u>	<u>10-14</u>	<u>15-19</u>	<u>20+</u>
8 hrs/48 weeks	9.0	10.0	17.5	19.5	20.5
8 hrs/44 weeks	8.5	9.5	16.0	18.0	19.0
7 1/2 hrs	6.5	7.5	13.0	14.0	15.0
7 hrs	6.0	7.0	12.0	13.0	14.0
6 1/2 hrs	5.5	6.5	11.0	12.5	13.0
6 hrs	5.0	6.0	10.5	11.5	12.0
5 1/2 hrs	5.0	6.0	9.5	10.5	11.0
5 hrs/52 weeks	6.0	7.5	12.5	13.5	14.5

5 hrs	4.5	5.5	9.0	9.5	10.0
4 1/2 hrs/52 weeks	5.5	7.0	11.5	12.5	13.0
4 1/2 hrs	4.0	5.0	8.0	9.0	9.0
4 hrs	3.5	4.5	7.5	8.0	8.5
3 1/2 hrs	3.0	4.0	6.5	7.0	7.5
3 hrs	2.5	3.5	5.5	6.0	6.5
4 hrs/52 weeks	5.0	6.0	10.0	11.0	11.5
4 hrs/48 weeks	4.5	5.5	9.0	10.0	10.5
4 hrs/42 weeks	4.0	5.0	8.5	9.0	9.5

E. Vacation schedules of custodial staff are to be worked out by the employee and facilities manager and approved by the Superintendent of schools. Reasonable request for vacation leave will not be denied by the District.

F. In the event of death to an employee, his vacation time and pay due shall be pro-rated and payment made to his next of kin.

#### ARTICLE XVI -- RETIREMENT

Upon retirement an employee will be provided with the following benefits based on the number of sick days he/she has accumulated:

<u>Number of days</u>	<u>Payment</u>
1-50	\$10 per day
51- 100	\$15 per day
101-125	\$20 per day
126-150	\$25 per day
151-170	\$30 per day

With the attainment of 20 years of service with the Norway-Vulcan School District, the retiree will be eligible for \$25 per year for each year of service upon retirement.

#### ARTICLE XVII -- SNOW DAYS

All employees who are scheduled to work an eight hour day must report at their regular time on days when school is cancelled due to inclement weather. Employees who are not scheduled to work eight hours are not to report to work but will be paid for one-half of the hours they were scheduled to work on that day.

In the event an employee received unemployment compensation benefits of any nature during the school year associated with his or her regular work assignment due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his or her pay adjusted, such that his or her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he or she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons.

#### ARTICLE XVIII -- GENERAL

- A. The Board will provide a bulletin board which may be used by the Union for posting notices of the following types:
  - 1. Notices of recreational and social events.
  - 2. Notice of Union elections.
  - 3. Notices of results of elections.
  - 4. Notices of meetings.
- B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged Board practices, between the Board and its employees or the Union and constitutes the entire agreement between the parties.
- C. If any article or section of this Agreement shall at any time be held to be contrary to law by a court or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect.
- 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 with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

Therefore, the Board and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- E. Drug-Free and Alcohol-Free workplace. See Board Policy.
- F. If any employee is directed to assist handicapped students in the performance of his/her regular duties and if special training is needed as deemed by the Administration, the District will arrange for such training.
- G. The Board reserves the right to hire probationary employees at the rate of not more than twenty (20) cents per hour below the normal rate. Employees, who substitute for another employee, will receive up to \$1.00 more per hour than their regular rate of pay but cannot exceed the rate of pay they would get based on their years of service and the rate of pay for the position for which they are substituting.
- H. The Board will pay the retirement payment to the Michigan

## Public School Employees Retirement Fund.

- I. Call in Time - A minimum of two hours shall be credited to an employee called in to work, even if less time is worked by the employee.
- J. Each non-instructional staff member of the district is to be covered by insurance under the provisions of the Michigan Worker's Compensation Act, as provided by law.

An employee, injured on the job, no matter how slight the injury may be, is expected to report the injury to the Central Office and complete an injury report form. A employee may lose his right to Worker's Compensation benefits, under Michigan law, if he fails to report the accident within time specified by law. Employees should report any injury as soon as possible.

An employee, injured on the job, and receiving compensation under the provisions of the Worker's Compensation Act, shall be paid the difference between his regular daily salary and what he is receiving from compensation provisions, provided that he has sick leave time accumulated which can be used for such payments. Sick leave deductions will be made from the employee's accumulation, if any, pro-rated to the daily salary benefits received from the district.

At the termination of sick leave accumulation, the employee will receive the Worker's Compensation benefits only.

- K.
  1. Bus drivers qualify for vacation days and holiday benefits throughout the length of this agreement.
  2. Extra curricula runs will be paid at the bus drivers normal hourly rate for actual driving time. Waiting time shall be paid at the rate of 80% of the normal hourly rate of the bus driver. Buses will remain at the assigned location except with permission from the administrator responsible for arranging the trip.
  3. All time earned on extra-curricular runs does not count toward benefits or overtime. The time earned on these runs will count toward insurance premiums but that benefit may not exceed the single membership rate.
  4. The regular bus driver will be offered schedule extra-curricular runs if such runs do not interfere with his/her normally scheduled runs (unless approved by the Superintendent). If the bus driver refuses extra runs, then the District shall provide a substitute.
  5. The district will pay for the yearly physical exam required of all bus drivers and CDL license requirements and fees.
- L. The Board will pay for all mandatory physicals not covered by the health insurance of the employee.

- M. Twelve month employee's holiday pay will be used in determining benefits.

ARTICLE XIX -- TERMINATION

- 1. Expiration date: This agreement shall continue in full force and effect up to and including June 30, 2014.
- 2. Notice to Modify, Amend or terminate, Automatic Renewal

This Agreement shall continue in effect for successive yearly periods after June 30, 2014, unless notice is given in writing by either the Union or the Board to the other party at least sixty (60) days prior to June 30, 2014, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, this Agreement shall be open to modification, amendment, or termination as such notice may indicate, on June 30, 2014, or the subsequent anniversary date, as the case may be. In the event that one of the parties gives the sixty (60) day notice to modify, or amend, as set forth above either party may give subsequent notice to terminate on or after June 30, 2014, or the subsequent anniversary date, as the case may be, by giving the other party a ten (10) day notice in writing.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals the day and date first above written.

BOARD OF EDUCATION  
NORWAY-VULCAN AREA SCHOOLS

MICHIGAN EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**SALARY SCHEDULES**

1. For 2012-2013, there is a one time signing bonus (see attached appendix, "Signing Bonus.")
2. For 2012-2013 Pay Scales see attached appendix.
3. For 2013-2014 Pay Scales see attached appendix.

All employees hired on or after July 1, 1999 will be placed on Appendix B of the salary schedule.

1. Beginning August 1, 2006, if a bargaining unit member meets ESEA (No Child Left Behind Act of 2001) paraprofessional Title I requirements and is actually working in a Title I funded position, he/she shall be paid an additional \$.25 per/hour while performing such work in that position.
2. An employee becomes eligible for a \$1,000 longevity payment upon completion of 20 years of service with the Norway-Vulcan Area Schools. Longevity shall be computed on the basis of the fiscal school year, starting July 1 and ending June 30. Date of hire shall be the first day of work actually performed by the employee for which he/she is paid by the district for regular employment and shall be computed from the July 1 nearest the date of hire. An employee becomes eligible for a \$1,250 longevity payment upon completion of 25 years of service with the district. After becoming eligible, employees will receive longevity payments as part of their regular salary each subsequent year of employment. Longevity payouts will be made June 30<sup>th</sup> of each year.
3. As of fiscal year 2013-2014, the district will distribute payroll via Direct Deposit. Payments will be made on the 15<sup>th</sup> and 30<sup>th</sup> of each month. For the month of February, payments will be made on the last day of the month. Employees who do not establish a direct deposit account will receive a debit card charged to the amount of net pay on their paycheck.





**Norway-Vulcan Area Schools** (Support Staff)

Employee Grievance \_\_\_\_\_

Association Grievance \_\_\_\_\_

(Check one)

# \_\_\_\_\_

*An employee who has a grievance shall first take it up with his immediate supervisor in an effort to resolve the matter informally.*

Date of Meeting \_\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Supervisor

**Step One**

*In the event the matter is not resolved informally, the employee may, following the discussion of the grievance with his immediate supervisor, request his supervisor to call the steward to discuss the matter with the supervisor and the employee, or proceed to Step Two.*

Date of meeting: \_\_\_\_\_

In Attendance: \_\_\_\_\_  
\_\_\_\_\_

Resolution: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Supervisor

**Step Two**

*If the grievance is not resolved in Step One, it shall be reduced to writing, within ten (10) working days of the meeting at Step One, on a grievance form provided by the Board and presented to the superintendent for his written answer. In any event, all grievances must be filed in writing within (15) working days of the alleged violation. The written grievance shall name the employee(s) involved, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall indicate the relief requested, and shall be signed by the employee. The superintendent shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance, with a copy to the steward.*

**Provision(s) of the Agreement Alleged to be Violated:**

\_\_\_\_\_

**Grievance:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Relief Sought:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Employee Signature

\_\_\_\_\_  
Date Received  
(Step Two, cont'd)

**Disposition:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date Superintendent/Designee

**Action of Employee:** (Check one below)

Grievance Satisfactorily Resolved: \_\_\_\_\_

I Desire to Appeal This Decision to **Step Three:** \_\_\_\_\_  
(Indicate reason(s) for appeal below)

\_\_\_\_\_  
Date Signature of Employee

**Step Three**

*If the Grievance is not satisfactorily resolved in Step Two, or if no disposition has been made within the period provided, the grievance may, within (20) working days, be appealed to mediation under Act 379 of the Public Act of 1965. Such appeal shall be made in writing, with copies to all parties.*

**Step Four**

*If the grievance is not resolved in Step Three, or if no disposition has been made within the period provided the employee/Union has ten (10) working days from the date of disposition in Step Three to appeal the grievance to the Board through the superintendent. The appeal shall be in writing and shall contain the reasons for the appeal and a copy of the superintendent's decision in Step Two.*

Reason for Appeal:

---

---

---

---

Working days, for purposes of this Article, shall be defined as Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays and periods of vacation.

If no disposition of a grievance has been made within the specified time period it shall automatically move to the next step.

*The appeal shall be heard at the next regularly scheduled Board meeting, and, in any event, within twenty (20) working days after receipt of the appeal. The Board, or its designated committee, shall investigate the grievance, including giving the aggrieved employee and/or the Union a reasonable opportunity to be heard. The Board shall render its decision in writing within twenty (20) working days after holding a hearing on the appeal. A copy of the Board's decision shall be delivered to the employee involved, to the Union, and to the superintendent.*

---

Any attachment which accompanies this agreement must be listed below:

- Attachments:
- 1) \_\_\_\_\_
  - 2) \_\_\_\_\_
  - 3) \_\_\_\_\_
  - 4) \_\_\_\_\_

