

MASTER AGREEMENT

BETWEEN THE

ALANSON PUBLIC SCHOOL BOARD OF
EDUCATION

AND THE

MICHIGAN EDUCATION ASSOCIATION

ALANSON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

2019-2022

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SECTION 1.1 - AGREEMENT

- A. This Agreement entered into this 1st day of September, 2019 by and between the MEA/NEA as hereinafter called the "Association" and the Alanson Public Schools Board of Education hereinafter called the "Employer."
- B. In consideration of the following mutual covenants it is hereby agreed as follows:

SECTION 1.2 - RECOGNITION

- A. The Alanson Public Schools hereinafter "Employer", hereby recognizes the Northern Education Association/MEA, an affiliate of the National Education Association, hereinafter the "Association", as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act as amended, MCLA 423.201 et h.; MSA 17.455(1) et seq., (PERA) for all full-time and regular part-time personnel as certified by the Michigan Employment Relations Commission but excluding one confidential employee (bookkeeper), supervisors, substitutes, and all others.
 - 1. Paraprofessionals
 - 2. Bus Drivers
- B. Unless otherwise indicated, use of the term "bargaining unit member", when used hereinafter in this Agreement, shall refer to all members of the above-defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:
 - 1. Full-Time: A bargaining unit member who is employed at least thirty-two and one half (32 1/2) hours per week.
 - 2. Part-Time: A bargaining unit member who is employed less than thirty-two and one-half (32 1/2) hours per week.
 - 3. Probationary: A bargaining unit member who is employed to fill a full-time or part-time position for a trial period of fifteen (15) work days with administrative option to extend to fifteen (15) additional days.
 - 4. School Year: Bargaining unit members whose employment follows the student calendar plus one (1) day.
 - 5. Full-Year: Bargaining unit members who are employed to work on a twelve (12) month basis.
 - 6. All individuals who were employed on the date of ratification of the 1994-1998 Agreement (14 September 1994) as full time employees, will be considered full time if they work 30 hours or more per week. All other employees hired after 14 September 1994 that are classified as full-time shall be employed according to article 1.2B1 (32.5 hours).

SECTION 1.3 - PURPOSE

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act number 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The employer and the union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the employer, bargaining unit members and the union. The employer and the union further recognize the mutual benefits of just and expeditious resolution of disputes, which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the employer and accordingly have included herein a grievance procedure for the effective processing and resolution of such disputes.
- C. During the life of this agreement, the wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written, mutual consent. The parties agree their undertakings in this agreement are mutual. Any previous established practice, policy, rule or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement except that no employee shall suffer any loss or reduction in benefits nor have less favorable conditions than the highest conditions in effect for such employee at the time this Agreement is executed.

SECTION 1.4 - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2019 and shall continue in effect until August 31, 2022.

UNION

EMPLOYER/ALANSON PUBLIC SCHOOLS

By _____
MEA Chairperson

By _____
President

By _____
Negotiator, MEA

By _____
Vice-President

By _____
Negotiator

By _____
Secretary

By _____
Negotiator

By _____
Treasurer

By _____
Negotiator

By _____
Trustee

By _____
Trustee

By _____
Superintendent

Dated this _____ day of _____, 2019

SECTION 1.5 - ASSOCIATION DUES AND PAYROLL DEDUCTIONS

- A. The Board of Education shall make a payroll deduction, upon written request from the bargaining unit member, for annuities, credit union, savings bonds, medical and hospitalization insurance, union dues and other plans or programs approved jointly by the Board and the Association.
- B. All authorizations for payroll deductions will be in the superintendent's office by the first Friday of school.
- C. Hospitalization insurance and union dues will be deducted from the first pay each month. Annuities, credit union, savings bonds and other approved plans or programs will be deducted each pay.
- D. The Association agrees to indemnify and save the Board including each individual school board member harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with Section A through F of this Section subject to the following conditions:
 - 1. The damages have not resulted from misfeasance or malfeasance of the Board or its agents.
 - 2. The Association has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the costs, which may be assessed against the Board by any court or Tribunal.
 - 3. The Association shall have the right to compromise or settle any claim made against the Board under this Section.

SECTION 1.6 - NEGOTIATIONS PROCEDURES

- A. It is agreed that during the life of this agreement the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties.
- B. It is agreed that matters not specifically covered by this Agreement but that may be of common concern to the parties will be dealt with in a mutually scheduled meeting. This does not obligate either party to bargain collectively during the life of this Agreement about matters covered in this Agreement.
- C. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the contract term. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators. When negotiations are conducted during regular school hours, released time shall be provided for the union's negotiating committee.
- D. Copies of this Agreement shall be printed as soon as is practical after an agreement is reached. The Board shall provide twenty (20) copies for distribution to individual union members. The cost of additional copies provided to the union shall be paid by the union at whatever cost is incurred by the employer.

SECTION 1.7 - GRIEVANCE PROCEDURE

A. Definition:

1. A claim or complaint by a bargaining unit member or group of bargaining unit members of the union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.
2. The term "grievance" as defined above shall not apply to:
 - a. Extending the probationary period of any employee not to exceed thirty (30) work days.
 - b. The discharge of a probationary employee for any reason during the probationary period or the extension as above provided.
3. Unless specified otherwise, days are working days not calendar days.

B. Hearing Levels:

1. Informal Level: When a cause for complaint occurs the affected bargaining unit member(s) shall, within ten (10) work days, request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The union may be notified and a representative thereof may be present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided hereunder.
2. Formal Level #1: Superintendent: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. A formalized grievance shall be submitted in writing within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the union and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the union. The written grievance shall include:
 1. Identification of the grievant(s).
 2. The facts upon which the grievance is based.
 3. The applicable portion(s) of the Agreement allegedly violated, misinterpreted or misapplied.
 4. The relief sought.
 5. The date on which the alleged grievance occurred.
 6. The date on which the grievance is being filed.
 7. A signature of the grievant.
3. Formal Level #2: If the union is not satisfied with the disposition of the grievance at Level #1 or if no disposition has been made within five (5) days of receipt of the grievance, the grievance shall be taken to mediation as provided by the Michigan Employment Relations Commission. It is agreed that three members of the Board of Education will be assigned by the Board to participate in the

mediation process.

4. Formal Level #3: If the grievance remains unresolved at the conclusion of Level #2, it may be submitted for binding arbitration at the request of the union provided written notice of the request for submission to arbitration is delivered to the superintendent within the ten (10) days after the date of the decision under formal Level #2. Following the written notice of request for submission to binding arbitration, the union representative and a representative of the board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) days after the date of the request for submission to arbitration, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The union must file for arbitration within fifteen (15) days from the date when the parties failed to select an arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the union and the board. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

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

The powers of the arbitrator are subject to the following limitations:

1. He/she shall have no power to establish wage rates or to change wage rates.
2. He/she shall have no power to interpret State or Federal law.
3. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
4. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties, and then only if they are so similar in nature.
5. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
6. Arbitration awards of grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based

GRIEVANCE REPORT FORM

Grievance # _____ Alanson School District

Distribution of Form: 1. Superintendent 2. Principal/Supervisor (in duplicate)
 3. Association 4. Grievant

| | | | |
|----------|------------|------------------|------------|
| Building | Assignment | Name of Grievant | Date Filed |
|----------|------------|------------------|------------|

STEP I

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance and affected portion of contract: _____

2. Relief sought: _____

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

C. Disposition of Superintendent: _____

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

D. Disposition of Grievant and/or Association: _____

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

STEP II

A. Date received by Superintendent or Designee for submission to the Michigan Employment Relations Commission (MERC): _____

B. Disposition of MERC: _____

| | | |
|--|-----------|------|
| | Signature | Date |
|--|-----------|------|

C. Position of Grievant and/or Association: _____

STEP III

A. Date submitted to arbitration: _____

B. Disposition and award of Arbitrator: _____

| | | |
|--|-----------|------|
| | Signature | Date |
|--|-----------|------|

NOTES:

- A. If additional space is needed, attach an additional sheet.
- B. All provisions of Section 1.7 of the Agreement dated September 1, 1998 will be strictly observed in the settlement of grievances.

SECTION 1.8 - SEPARABILITY

- A. If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. It is further agreed within ten (10) days of notification of a final and binding determination of such illegality, the employer and union will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

SECTION 1.9 - EXTENT OF AGREEMENT

- A. This Agreement shall constitute a binding obligation of both the employer and the Association and for the duration, may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer, which shall be contrary to or inconsistent with its terms.

SECTION 2.1 - VACANCIES, TRANSFERS AND PROMOTIONS

The right of determination of support staff employment and assignments is vested in the Board of Education or its designated representative as outlined below:

- A. A vacancy shall be defined as a newly created position or a present position that is not filled within the bargaining unit.
- B. All vacancies shall be posted no later than ten (10) days from the time the vacancy occurs in a conspicuous place in each building of the district for a period of ten (10) work days. Said posting shall contain the following information:
 - 1. Type of Work
 - 2. Location of Work
 - 3. Starting Date
 - 4. Rate of Pay
 - 5. Hours to be worked
 - 6. Classification
 - 7. Minimum Requirements
 - 8. Qualifications

- C. Interested bargaining unit members may apply in writing to the superintendent or designee within the ten (10) day posting period. The employer shall notify bargaining unit members of vacancies occurring during the summer months of June, July and August by sending notice of same to each bargaining unit member by U. S. mail to their last known address.
- D. All vacancies will first be posted internally only. Vacancies shall be filled with the most seniored applicant from within the affected classification provided that the applicant is qualified for the position. Should no bargaining unit member from the affected classification apply or possess the qualifications, the District may post the vacancy externally. The district will give first consideration to employees from other classifications, reserving the right to fill vacancies with the most qualified applicant.
- E. Within ten (10) work days after the expiration of the posting period the employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the union.
- F. In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given up to thirty (30) work day trial in which to show his/her ability to perform on the new job. The employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment. The bargaining unit member has up to twenty-one (21) work days in which to exercise the option to return to his/her previous assignment.
- G. The parties agree involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.
- H. Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties.
- I. Temporary Vacancies - In the event of a temporary vacancy for a specified period of time, the Board shall have the right to hire a temporary employee during the duration of the vacancy provided that the Board first offers the temporary vacancy to (1) existing qualified employees who are working fewer hours within that same classification or (2) persons on layoff. In the event that an existing employee accepts the temporarily vacated position, the newly hired employee may then fill any remaining vacancy. Temporary vacancies are deemed to be temporary and will be posted as soon as it is known that the regular employee will be off the job for more than twenty (20) consecutive days but is due or scheduled to report back to his/her regular work assignment. In the event that the employee returns to his/her former position from the absence, then the affected subsequent employees will revert to their former positions, and the temporary employee shall be laid off. In the event that the regular employee does not return to his/her former position from the absence, then as of the date that such determination is made, the position will then be considered to be vacant and will be filled as specified under the terms of this article.

SECTION 2.2 - BARGAINING UNIT MEMBER EVALUATIONS

- A. All monitoring or observation of the work of each bargaining unit member shall be conducted in person.
- B. Bargaining unit member evaluation shall be by personal observations of bargaining unit member work. Observations shall be for periods of time that accurately sample the bargaining unit members' work. Each bargaining unit member, upon his/her employment or within 45-60 days from the beginning of the school year - whichever is later - shall be apprised of the specific criteria upon which he/she will be evaluated and the schedule for the evaluation. The criteria shall be limited to the actual performance of the job duties. Work outside the bargaining unit member's school-assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor or the superintendent. In the process of writing the evaluation, the immediate supervisor shall have the right to obtain input from the other principal(s) and the superintendent (as applicable). This input shall be in writing and in conformity with A above.
- C. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons shall be set forth in specific terms as shall an identification of the specific ways in which the bargaining unit member is to improve and of the assistance to be given by the employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean adequate improvement has taken place.
- D. Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.
- E. At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed following the procedures of this provision.
- F. In the event a bargaining unit member is not continued in employment, the employer will advise the bargaining unit member of the specific reasons in writing with a copy to the union.

SECTION 2.3 - PERSONNEL FILES AND EMPLOYEE COMPETENCE

- A. A bargaining unit member shall have the right to review the contents of all records, excluding initial references of the employer, pertaining to said individual originating after the initial employment and to have a union representative present at such review.

- B. No material originating after the initial employment shall be placed in a bargaining unit member's personnel record unless she/he had an opportunity to review said material. The bargaining unit member may submit a written notation regarding any material and the same shall be attached to the material in question. If a bargaining unit member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material but in no instance shall said signature be interpreted to mean agreement with the material's content. An employee may request that materials over four years old be removed from the personnel file maintained in his/her name. The Superintendent, as his/her sole discretion, may remove such materials and give them to the employee as long as doing so will not cause the district to violate any State or Federal law or regulation.
- C. Flagrant violations, such as the consumption of alcohol and/or illegal drugs, or sleeping during working hours, are the basis for immediate disciplinary action that could result in suspension with or without pay, up to and including dismissal from the position.

SECTION 2.4 - BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the state of Michigan and of the United States including but without limiting the generality of the foregoing but not in conflict with the conditions of this Agreement, the right to:
 - 1. Exercise the executive management and administrative control of the school system and its properties and facilities and to direct the working forces and the activities of its employees in and around the school area during the work day.
 - 2. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 - 3. Direct the working forces including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, assign work and extra duties to employees, determine the size of the work force and to lay off and recall employees.
 - 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
 - 5. Adopt reasonable rules and regulations.
 - 6. Determine the qualifications and the conditions of continued employment of its employees.
 - 7. Determine the location or relocation of its facilities including the establishment or relocations of new schools, buildings, departments, divisions, or subdivisions

- thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work and the sources of materials and supplies.
 9. Determine the financial policies including all accounting procedures and all matters pertaining to public relations.
 10. Determine the size of the management organizations, functions, authority, and amount of supervision.
 11. The right to contract or subcontract is vested in the employer provided such contracting does not displace or replace either in whole or in part, in any way, currently employed bargaining unit members as of the effective date of this Agreement.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by 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 terms of this Agreement.

SECTION 2.5 - LAYOFF AND RECALL

- A. When there is a reduction in the working force, bargaining unit members shall be laid off in accordance with seniority; that is, the employee with the least seniority shall be laid off first. In the selection of employees for layoff, the school district shall retain those bargaining unit members with the greatest seniority provided the bargaining unit member is qualified to perform the work.
- B. Whenever a bargaining unit member is to be laid off, the school district shall notify the bargaining unit member and the Association president by mailing notice within ten (10) working days of the Board meeting in which the Board took layoff action, except in case of emergency.
- C. Laid off bargaining unit members shall be recalled in accordance with seniority; that is, the bargaining unit member with the greatest seniority shall be recalled first provided they have the ability and are able to perform the duties of the job that is open and the job is equivalent. The right to recall is limited to four (4) years from the effective date of the original layoff.
- D. When recalling laid off bargaining unit members, the school district will notify them by certified mail at the last known address. If such bargaining unit member does not notify the school district within seven (7) working days from the mailing date of such notice that he/she will report for work on the date specified or give a legitimate reason for delay beyond such time, as determined by the superintendent, he/she will be considered as having quit and all seniority shall be terminated.
- E. In the event of a reduction in the work hours in a classification, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) work days after written notice to the affected bargaining unit member(s) is given by the

employer.

- F. Laid off bargaining unit members will be given first right to substitute if they desire the work. The desire to substitute must be in writing and presented to the Superintendent's office within ten (10) days of receiving a notice of layoff.

SECTION 2.6 - SENIORITY

- A. Seniority shall be defined as length of service within the district as a member of the bargaining unit.

Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event more than one (1) individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

- B. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. For purposes of this provision all bargaining unit members shall be placed in one (1) of the following classifications based on their current assignments:
 - 1. Paraprofessionals
 - 2. Bus Drivers

- D. The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in the school building within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the union.

- E. Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the employer may be employed at other work on a job that is operated by the employer, which he/she can do without regard to any seniority provisions in this Agreement.

- F. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

- G. For the purpose of reduction in personnel, layoff and recall, a bargaining unit member working in more than one (1) classification shall be deemed qualified to work in all those classifications.

SECTION 3.1 - UNION RIGHTS

- A. The union and its representatives shall have the right to use employer buildings at all reasonable hours for meetings provided such use does not interfere with school activities.

- B. Duly authorized representatives of the union and its representative affiliates shall be permitted to transact official union business on employer property at all reasonable times provided this shall not interfere with or interrupt normal operations.
- C. The union shall have the right to post notices of activities and matters of union concern on designated bulletin boards.
- D. The employer agrees to furnish the union, in response to reasonable requests, all available information concerning its financial resources and expenditures and such other information as will assist the union in developing intelligent, accurate, informed and constructive proposals on behalf of bargaining unit member together with information the union may require to process any grievance or complaint. The Association shall reimburse the Board for reasonable expenses incurred in furnishing information of records available.
- E. It is understood the member of the bargaining unit set forth in the foregoing Recognition Clause have the responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is or will become a member of the bargaining unit represented by the union.
- F. The union shall have the right to use district equipment if operated by a qualified bargaining unit member. The union shall reimburse the district for supplies used by the union.
- G. The local Association president/designee shall be released with pay for up to ten (10) days per school year to attend to union business. The union will reimburse the district for necessary substitute costs related to this release time.

SECTION 3.2 - BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

- A. Pursuant to the Michigan Public Employment Relations Act, amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq. (PERA), the employer hereby agrees that every bargaining unit member shall have the right to freely organize, join and support the union and to engage in lawful concerted activities for the purpose of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the state of Michigan, the employer undertakes and agrees it will not directly or indirectly discourage, deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan or the United States of America or the constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the union; his/her participation in any activities of the union or collective negotiations with the employer; his/her institution of any grievance, complaint, or proceeding under this agreement, or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained within this Agreement shall be construed to deny bargaining unit member's rights they may have under the Michigan General School Laws or other

applicable state or federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

- C. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member.
- D. The employer agrees it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap or place of residence.
- E. No bargaining unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions with or without pay, reductions in rank, compensation or occupational advantage, discharges or other actions of a disciplinary nature. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the union no later than at the time discipline is imposed.
- F. A bargaining unit member shall be entitled to have present a representative of the union during any meeting, which will or may lead to disciplinary action by the employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the union is present and the representative shall be present within forty-eight (48) hours. Should disciplinary action be likely to occur at a given meeting the bargaining unit member shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the Agreement.
- G. Any case of assault upon a bargaining unit member in conjunction with his/her responsibilities to the school district shall be promptly reported to the employer.
- H. Time lost by a bargaining unit member in connection with Paragraph G above shall not be charged against the bargaining unit member's sick leave accumulation even though the regular gross earnings shall be maintained.
- I. In the event a complaint or charge is made by any person or group not employed by the employer or other employees against any bargaining unit member, the individual shall be given full information with respect thereto and with respect to any investigation conducted by the employer.
- J. The employer shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped individual, unless the employer can demonstrate that the accommodation will impose an undue hardship on the operation of the program.
 - 1. Reasonable accommodation may include:
 - a. Accessibility of district facilities.
 - b. Job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, the provision of readers or interpreters or other similar actions.

2. The employer will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations.
3. In determining whether a proposed accommodation is reasonable and not an undue hardship, the employer will look to the factors set forth in the ADA and #504 of the Vocational Rehabilitation Act.
4. A violation of the seniority provisions of this contract shall be defined as an undue hardship for purposes of compliance with the reasonable accommodation requirements of the Americans with Disabilities Act unless the parties mutually agree to a temporary waiver of the seniority provisions.

SECTION 3.3 - WORKING CONDITIONS

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being.
- B. The employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit member's assigned work area. The employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations. Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, an administrator or another student from attack, physical abuse or injury or to prevent damage to district property. No bargaining unit member shall be required to dispense or administer medication without proper training and consent.
- C. A bargaining unit member shall be responsible to only one (1) administrator and said administrator shall be designated by the employer at the beginning of each school year with written notification provided to each bargaining unit member. It is understood that the superintendent is the chief school administrator. In the absence of an administrator, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building except by mutual agreement of the superintendent and bargaining unit member.

SECTION 3.4 - WORKING HOURS, LOAD AND ASSIGNMENTS

- A. The normal work day schedule for all employees shall be established by the Board or its designee based on the Board's determination of the needs and resources of the district and may be changed from time to time as deemed necessary and appropriate by the Board. The number of hours of work will not be reduced without prior consultation with the Association.

- B. The normal work year for school year bargaining unit members shall follow the school calendar. The normal work year for all other full year bargaining unit members shall be twelve (12) months.
- C. Bargaining unit members shall be entitled to a fifteen (15) minute relief period for each four (4) hours of work. Bargaining unit members working overtime will receive fifteen (15) minutes after each two (2) hours worked over and above the regular work day. Those employees working less than four (4) hours per day and more than two (2) hours per day will be entitled to a ten (10) minute daily relief period scheduled by their immediate supervisor. This excludes bus drivers.
- D. Overtime shall be divided among bargaining unit members within each classification as follows:
 - 1. Overtime will be covered by the use of an overtime chart and will be offered to each bargaining unit member in rotation based on seniority. Overtime that is refused by a bargaining unit member will be charged on the overtime chart for the purpose of balancing the overtime.
 - 2. Overtime shall be paid for any hours over eight (8) per day, forty (40) per week, on Saturdays, Sundays and holidays.
- E. When school is closed due to inclement weather conditions, the school district shall have the right to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of instruction. Employees will be paid for the first six (6) days. Employees must work their normal hours on make-up days to receive their regular pay, except, if the last day is a half day. School year employees need only work a half day for full pay, if the last day is a half day. Year-round employees will suffer no loss of pay.
 - 1. Non-custodial employees will not be required to report to work on days canceled due to inclement weather conditions. Custodians will not be required to work the first two snow days. On subsequent Act of God days, custodians will not be required to work except when weather conditions would allow for the maintenance and/or custodial personnel to report at their regularly scheduled time. Custodial personnel may choose to report at an earlier time on these days. Those custodians who are required to work shall receive, in addition to their regular pay, one half (1/2) hour of comp time for each hour worked.
 - A. When an emergency exists (i.e., a water pipe has burst) whereupon the maintenance and custodial personnel may be required to report to work per the Superintendent's direction. In addition to their regular pay, employees working in an emergency will receive an hour of comp time for each hour worked.
 - 2. School year employees who have already reported to work prior to school being canceled shall receive one hour of comp time. Starting with day three of canceled days, such employees shall have the option of working up to four (4) hours at their regular rate of pay instead of comp time. The Superintendent of Schools may approve additional time beyond the four (4) hours at their regular rate of pay.

- F. The board will pay all bargaining unit members during their lunch period of 30 minutes if the bargaining unit members do not leave the building during their lunch period. Bargaining unit members will be on a staggered lunch schedule.
- G. The Employer shall provide substitutes, if necessary, due to the absence of a regular bargaining unit member. Bargaining unit members will first be offered substitute work when their current work schedule would make them available without substantially modifying their current work schedule.

The employer will make every effort to have the hours of work in the normal work day scheduled to maximize combining part-time positions and to maximize the opportunity for current employees who are part-time to become full-time.

- H. Any bargaining unit member required to provide school health services shall be provided all of the following: (1) a copy of a written medical procedural authorization completed and signed by a licensed physician and the student (or the student's parent/guardian) before the member is to start providing the service to the student; (2) appropriate training. The employer shall pay all costs in connection with the training, including the time taken by the member to receive the training, calculated on a prorated basis; and (3) all necessary supplies, if any, and a location or setting appropriate to provide the services.
1. A bargaining unit member may refuse to perform school health services unless the authorization and training have been provided to the member as required in paragraph L above.
 2. A witness will be provided for any procedure that involves the genital area of student.
- M. The pay rates for summer school shall be negotiated whenever summer programs are offered.
- N. All extra duty bus trips outside of normal a.m. and p.m. runs, Kindergarten runs, Be-Four runs, and Vocational Education runs (i.e., field trips and away athletic events), are to be offered on a rotating basis based on seniority. The Lead Bus Driver will be responsible for the rotating schedule and assignments.
- O. The parties recognize that certain transportation services and equipment are required to insure the safe maneuvering of special education and/or handicapped students in boarding and unboarding transportation vehicles. To ensure the safe transportation of the students while on board transportation vehicles.

The employer agrees to provide a variety of safety equipment, pertinent information and services as needed, based on the individual needs of the students.

- Lifts on any vehicles transporting wheelchair students.
- Seatbelts or other appropriate restraints for each student transported.
- Bus aides may be provided in the event the safety of the driver and/or passengers is compromised by the behavior and/or physical needs of passengers.
- When more than eight (8) children 2.5 years to 5 years of age are in transit, the District will attempt to transport them on the mini-bus. If that

is not possible, there shall be an aide or volunteer present in addition to the driver.

- The employer will provide bargaining unit members with all essential information concerning their passengers' handicaps.
- In the event the employees, pursuant to a student's IEPC or at the direction of the employer, utilize any specialized procedures relating to medical or behavioral management, the employer will provide prior training as to such procedures. Such training will be at the employer's expense, with compensation to the bargaining.

The employer agrees to indemnify and save bargaining unit members harmless from any liability incurred in the transportation of special education students to and from school and school related activities.

SECTION 3.5 - JOB DESCRIPTION AND CLASSIFICATIONS

- A. Job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the district. The descriptions will include at a minimum:
1. Job Title and Descriptions
 2. Minimum Requirements
 3. Required Tasks and Responsibilities
- B. Any evaluations of bargaining unit member's work performance shall be based upon the bargaining unit member's job responsibilities.
- C. The basic compensation of each bargaining unit member shall be as set forth in Section 5.1.

SECTION 4.1 - ILLNESS AND DISABILITY

- A. At the beginning of each work year each twelve (12) month employee shall be credited with twelve (12) days of sick leave and each school year employee shall be credited with ten (10) days of sick leave. These days shall accumulate from year to year. The employer shall furnish each employee with a written statement at the beginning of each year setting forth the total accumulated sick leave credit for said bargaining unit member.

It is understood that sick day credits represent one day for each month worked. Employees who sever employment during the school year shall, at the request of the District, reimburse the District for sick days used beyond what was earned.

Example: Employee is hired in September and is credited with 10 sick days. Employee quits on January 31 after having used 10 sick days. The District may require the employee to pay back 5 sick days (Feb.-June).

- B. A bargaining unit member who is absent due to an injury which is compensable under Worker's Compensation may use his/her accumulated sick leave on a proportional basis to supplement the benefit received from Worker's Compensation such that the amount of expendable income the bargaining unit member receives from Worker's

Compensation and sick leave does not exceed the amount of expendable income the bargaining unit member would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the bargaining unit member from Worker's Compensation until the bargaining unit member's accumulated sick leave is exhausted or the bargaining unit member is able to return to work--whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Worker's Compensation such that the amount of the Worker's Compensation benefit is reduced, the bargaining unit member shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.

- C. The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:
1. Personal Illness or Disability: The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery.
 2. Illness in the Immediate Family: The immediate family shall be interpreted as household members, parents, parents-in-law. It is agreed that bargaining unit members may not use more than ten (10) of their accumulated sick leave days for this purpose in each work year.
- D. A bargaining unit member who is unable to work because of personal illness or disability and has exhausted all sick leave available will be granted an unpaid leave of absence up to one (1) year for complete recovery from such illness or disability. Upon return from leave a bargaining unit member will be assigned to the same position if available or an equivalent position.
- E. A bargaining unit member leaving the district after five (5) continuous years of service will be paid fifty (50%) of his/her accumulated sick leave capped at 100 days at his/her contractual salary rate. A bargaining unit member leaving the district after ten (10) continuous years of service will be paid fifty percent (50%) of his/her accumulated sick leave at his/her contractual salary rate. In the event the bargaining unit member dies, the beneficiary will receive this benefit.
- F. A bargaining unit member who does not use any sick days in a given year will receive the equivalent of one (1) day pay at his/her contractual salary rate.

SECTION 4.2 - UNPAID LEAVES

- A. A leave of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee, subject to approval by the Board.
- B. Requests for a leave of absence shall include the reason for the leave along with notification of the requested beginning and ending dates of said leave.
- C. An employee returning from a leave of absence within one (1) year shall be reinstated to the same position and classification he/she held when the leave

began.

- D. A leave of absence may be granted to any employee for the purpose of childcare, military leave, union office, public service, etc. The military leave shall be granted and all applicable Federal and State Statues will be recognized.
- E. A leave of absence may be granted by the superintendent for a short period of time and contingent upon availability of substitutes to cover necessary work.
- F. Employees shall be eligible for FMLA in accordance with the law and its regulations. The employee may use paid leave time for FMLA when applicable.

SECTION 4.3 - PAID LEAVES

- A. At the beginning of every school year each bargaining unit member shall be credited with three (3) days to be used for the bargaining unit member's personal business. At the beginning of every school year each full year bargaining unit member shall be credited with three (3) days to be used for the bargaining unit member's personal business. A personal business day may be used for any purpose at the discretion of the bargaining unit member except personal business days shall not be used for any type of recreational pursuit. Cognizant of community relationships each bargaining unit member is encouraged to use sound judgment in the use of such days. It is further understood such leave shall not be granted for the first day or the last day of the school year nor on the first working day preceding or following a vacation or holiday. One unused personal day will be carried forward to the next year as a personal day to a maximum of four (4) days for school year employee's and a maximum of four (4) days for full year-full time employees. Additional unused personal days shall roll over to sick leave at the end of the school year.
- B. A bargaining unit member planning to use a personal leave day(s) shall notify his/her immediate supervisor at least three (3) days in advance except in cases of emergency.
- C. No more than one (1) bargaining unit member within a classification will be granted personal leave on any given day. In the event more than one (1) bargaining unit member in a classification applies for such leave on any given day, the one (1) application received first will be approved.
- D. The bargaining unit member shall be granted a maximum of four (4) days paid leave in the case of death of a husband, wife, mother, father, brother, sister, or child. The bargaining unit member shall be granted up to two (2) days paid leave in the case of death of a grandchild, father/mother-in-law, grandparents, brother/sister-in-law, similar step-relatives, and permanent members of the family. The superintendent has the option of enhancing benefits under this section but may not diminish them.
- E. Any bargaining unit member called for jury duty or who is subpoenaed to testify during work hours in any judicial or administrative matter including requested attendance during an arbitration or fact-finding proceeding shall be paid his/her full compensation for such time less any remuneration received by the employee for said appearance.
- F. Those members accumulating personal and sick leave in excess of five (5) days may use accumulated days over holidays or closures whether planned or unplanned that school is not in session.

SECTION 4.4 - HOLIDAYS

- A. All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day:
 - 1. Thanksgiving
 - 2. Day after Thanksgiving
 - 3. Christmas Eve
 - 4. Christmas Day
 - 5. New Year's Eve
 - 6. New Year's Day
 - 7. Good Friday
 - 8. Memorial Day
- B. Employees working summers shall have the days provided above plus July 4 and Labor Day. Employees who work more than the school year but less than a full year shall be paid for any holiday that falls within their work year.
- C. It is understood that Good Friday may be a half day or full day dependent upon the school calendar. In either case, employees shall receive a full day's pay.

SECTION 4.5 - MISCELLANEOUS

- A. Bus runs shall be reported to the state retirement system as two (2) hours in duration when that length of time is reported on the time card. This shall have no impact that would cause a greater financial cost to the district.
- B. On extra trips, all drivers shall receive the rate on the salary schedule entitled "All Other Bus Trips" based upon the time they are to have the bus at the school for the trip and the time the bus arrives back at the school at the end of the trip. The only exception shall be on extra trips that are overnight, all drivers shall receive one-half (1/2) of the rate on the salary schedule entitled "All Other Bus Trips" whenever the driver is not driving the bus. When driving the bus on the extra trips that are overnight, all drivers shall receive the rate on the salary schedule entitled "All Other Bus Trips." In the event an unforeseen circumstance would cause an extra duty trip to result in an overnight trip, the driver will be paid as if the trip was scheduled as an overnight trip. All extra duty trips, which are field trips and away athletic events, shall be rotated among each driver.
- C. Drivers shall be provided with a school credit card on extra trips for the purpose of purchasing gas. Cash in advance will be provided for those trips requiring food and lodging. Receipts are to be turned in. The receipted limit shall be up to the following:
 - 1. Lodging\$70.00 per night
 - 2. Breakfast \$7.00
 - 3. Lunch \$9.00
 - 4. Dinner.....\$15.00
- D. Drivers shall have the option of earning two (2) hours per week of extra trip pay for light bus maintenance duties. Light bus maintenance is expected to include washing of the bus exterior twice a month when needed and thoroughly cleaning the interior of the bus twice a month when needed.
- E. In no case will a substitute be paid more than Step I of the salary schedule. A substitute shall only work the lesser paying positions that regular bargaining unit members have declined to work, except for emergencies. However, the district may agree to pay for a substitute's CDL.

- F. During times when school is not in session, all shifts shall be allowed to work a day shift, except the superintendent shall have the right to continue the regular shifts under special circumstances.
- G. In the event of change in job or work duties, the employer shall provide the affected employee with training to handle the new work duties.
- H. Only after the school vehicle has been deemed unavailable bargaining unit members shall receive the IRS rate per mile for each mile driven when using their personal vehicle for school business.
- I. When workshops are offered in the bargaining unit member's area of responsibility, the district shall provide the funds for the member to attend said workshop within budget constraints and with approval of the superintendent.
- J. When the district requires a bargaining unit member to have a physical examination, the district shall pay the cost of the exam.
- K. When a bus driver incurs a breakdown or gets stuck and this results in the driver arriving at the school fifteen (15) minutes or more after his/her regular time, he/she will be paid for the breakdown/stuck time at the hourly rate designated for "All Other Bus Trips."
- L. Any deviation from the regular eight (8) hour day during the summer break shall be by mutual agreement of the supervisor and the employee(s). If it is agreed that four (4) ten (10) hour days are to be worked, it shall be without overtime applying.
- M. On days when students are dismissed early for teacher and inservice or curriculum development, bargaining unit members shall have the option of attending professional development, working at their regular day, or with administrative approval visiting other work sites.
- N. The following conditions shall apply to all overtime work:
 - 1. Time and one-half will be paid for all hours worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week and all hours worked on Saturdays.
 - 2. Double-time will be paid for all hours worked on Sundays and holidays. In the case of holidays this will be in addition to holiday pay if the bargaining unit member is entitled to holiday pay for that day.
 - 3. Paid leave shall count toward hours worked.
 - 4. Compensatory time off may be given instead of overtime pay if mutually agreeable to the employer and the bargaining unit member.
 - 5. When a coach is licensed to drive a school bus, the superintendent, in consultation with the Lead Bus Driver may request the coach to drive his/her team to his/her games(s)/event(s) as long as all regular bus drivers have refused the trip. The coach/driver will be paid the extra trip rate as provided in Section 5.1. The superintendent may not assign a coach to any other extra duty runs outside of his/her own game/event, unless an emergency exists, and then only with the employee's consent.

- O. The Board will reimburse new employees for the cost of fingerprinting/criminal Or background checks when the employee successfully completes ninety (90) days of employment.
- P. The board will reimburse for all required licenses and classes for employees after they successfully complete ninety (90) days of employment.
- Q. Double bus runs will be paid at time and one/half. A double run is defined as when a driver takes their regular morning or afternoon run and then completes another run.

SECTION 4.6 ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

- A. In the event this district shall be annexed, consolidated or otherwise reorganized with one or more districts in whole or in part, the Employer will use reasonable effort to assure the continued recognition of the Association and the continued employment of its members in such district.

SECTION 5.1 - SALARY SCHEDULE

- A. Pay increases occur each September.

| <u>Position</u> | <u>2019-20</u> | <u>2020-21</u> | <u>2021-22</u> |
|---------------------------------|-----------------------|-----------------------|-----------------------|
| Bus Drivers Reg. Run | \$43.00 | \$44.00 | \$45.00 |
| All Other Runs Trips By Hour | \$12.25 | \$12.75 | \$13.30 |

- B. For trips that result in missing a morning or afternoon run: The driver will be paid their regular rate of pay for the first two (2) hours of the run; any additional hours will be at the negotiated "All Other Trips" rate.
- C. Employees shall receive longevity pay as follows:

Beginning of year 11 through end of year 15 – 25 cents per hour. 16 years on – 30 cents per hour

SECTION 5.2 - EARLY RETIREMENT INCENTIVE

- A. Should the board decide to institute an early retirement incentive, the parties will bargain said incentive.

The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be increased or transferred to persons not covered by this Agreement without the prior written agreement of the union. Nothing shall prevent the employer from using social service, court appointed, or federal program workers provided such workers will not be used to supplant any employee assigned to regularly assigned duties.

The employer will not subcontract work unless either the skills needed to perform the work as reasonably specified are unavailable within the bargaining unit and cannot be obtained in a reasonable time or bargaining unit members who possess the skills or qualifications to perform needed work refuse to accept such additional responsibilities.