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## ARTICLE 1 - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Board hereby recognizes the Union as the sole and exclusive bargaining representative for all non-teaching employees employed or to be employed the Alma Public Schools District, excluding office-clerical employees, paraprofessionals, school nurses, athletic trainers, community education personnel, security personnel, and supervisors and all other employees in accordance with the certification R01-C-051 as issued by MERC on May 22, 2001

- A. The term “employee” when used in this Agreement shall refer to all employees represented by the Union in the bargaining unit as described above. The term “board” as used in this Agreement shall mean the Alma Board of Education. The term “union” as used in this Agreement shall mean the Alma Educational Support Personnel association, MEA/NEA. The term “school district” and/or “Alma Public Schools” as used in this Agreement shall mean the Alma Public Schools, Alma, Michigan.
- B. The term “Employee” when used hereinafter in this Agreement shall refer only to members of the bargaining unit.
1. Regular school-year employees are those employees regularly scheduled to work twenty (20) hours or more, per week during the student school year.
  2. Regular part-time employees are those employees regularly scheduled to work less than twenty (20) hours per week.
  3. Regular full-year employees are those employees regularly scheduled to work 20 hours or more per week, fifty-two (52) weeks per year.

## ARTICLE 2 – BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations. It is expressly agreed that all rights, powers and authority which ordinarily vest in and have been or will be exercised by the Board of Education shall continue to vest exclusively in and be exercised exclusively by the Board and its agents. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the school’s business.
  2. Continue its rights of assignment and direction of work of all its personnel.

3. The right to direct the working forces, including the right to hire, promote, suspend, discharge, transfer and lay off employees and determine the size of the work force.
  4. Determine services, supplies and equipment necessary.
  5. Adopt rules and policies and regulations.
  6. Determine qualifications of employees.
  7. Determine the number and locations or re-location of its facilities.
  8. Determine the financial policies, including all accounting procedure, and all matter pertaining to public relations.
  9. Determine the size of the management organization, its function and authority.
- B. The exercise of the foregoing rights shall be limited only by the specific and express terms of the Agreement and then only to the extent such terms hereof are in accordance with the Laws and Constitution of the State of Michigan and the Law and constitution of the United States.

### **ARTICLE 3 – UNION RIGHTS**

- A. The Board hereby agrees that every employee of the Board shall have the Right to freely organize, joint and support the Union for the purpose of engaging in negotiation. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will neither directly or indirectly discourage, coerce, or deprive any employee of the enjoyment of any rights conferred by Act 379 or other laws of Michigan or by the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership or non-membership in the Union, participation in any activities of the Union or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or any written Board policy.
- B. The Union and its members shall have the right to use school building facilities consistent with established procedures, as long as the hours requested by the Union to the superintendent or his designee do not conflict with a previously scheduled use. The Union agrees to pay for replacement of any school property which can be shown to have been damaged or destroyed by its members through its use, above and beyond what can be considered normal “wear and tear”.

- C. Other areas of communications such as use of school phones or delivery service, may be utilized, if available, by the Union in accordance with procedures, and if such use does not conflict with school use or add additional expense to the district.
- D. The Board will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:
  - 1. Notices of recreational and social events.
  - 2. Notices of elections.
  - 3. Notices of results of elections.
  - 4. Notices of meetings.

The Union shall be responsible for the maintenance and care thereof.

- E. The Board agrees to make available to the Union upon request, copies of such reports that it may have concerning the financial resources of the districts in accordance with the Freedom of Information Act.
- F. Duplication services will be made available through trained school personnel on an actual-cost basis.
- G. Union leaves of absence shall be granted for the purpose of attending Union functions. Such days shall be scheduled by the Union President at least five (5) work days in advance, unless in cases of emergency.
- H. Duly authorized representative of the Union and their representative affiliate shall be allowed to transmit Union business on school property as delineated by this Agreement. Notice will be given in advance in order to insure the continuity of operations.
- I. The Union shall have access to the Board of Education in accordance with Established Board procedures for public involvement in board meetings.
- J. At the request of the Union, second and/or third shift employees shall be released to attend Union meetings. Any affected employees shall arrange with their immediate supervisor a modification in the affected daily schedule so that no loss shall occur in number of hours assigned.

#### **ARTICLE 4- ASSOCIATION DUES/AGENCY SHOP**

- 1. Each bargaining unit member shall, as a condition of employment: (1) On or before thirty (30) days from the first 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 bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member'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 bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

2. 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 the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
3. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the MEA constitution, bylaws and administrative procedures. Pursuant to such authorization, the employer shall deduct one-tenth (1/10<sup>th</sup>) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
4. Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the wages of any such member and make appropriate remittance for MEA-FS's, MEA-sponsored programs (Tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA fund for children and public education (formally know as ANEA-PAC©) contributions, or any other plans or programs jointly approved by the Association and employer.

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

## **ARTICLE 5 – EMPLOYEE RIGHTS**

- A. The Board will reimburse an employee for any loss, damage or destruction of personal effects (including clothing) that results from assault upon the employee while acting within the scope of their duties, provided the employee has not acted negligently. In case of other losses the Board will cooperate whenever possible with authorities in an effort to aid employees in the recovery of losses while the employee is acting within the scope of their duties without negligence.
- B. The provisions of this agreement and the wages, hours, and terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in or Association with the activities of any employee organization.

## **ARTICLE 6 - DISCIPLINE**

- A. Any disciplinary action taken against an employee shall be with just and proper cause. Alleged misconduct shall be reported promptly to the employee(s) involved and the following forms of corrective discipline may be implemented sequentially depending on the severity and number of occurrences or misconduct:
  1. Oral warning
  2. Written reprimand
  3. Conference with the superintendent
  4. Suspension with pay
  5. Suspension without pay
  6. Demotion and/or
  7. Discharge
- B. As soon as possible after disciplinary action has taken place, an employee shall be informed in writing of the disciplinary action.

- C. An employee shall be entitled, at the employee's request, to have present a representative of the Union when being reprimanded, disciplined, reduced in rank or compensation.
- D. In imposing any discipline on a current charge, the board shall not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his date of hire, except for falsification pertaining to felonies, drug addiction, physical limitation, previous injuries or illnesses. (See Article 14-A-5).
- E. If an employee is absent for three (3) consecutive working days without notifying their immediate supervisor, the Board shall send written notification to the employee at his last known address that his employment has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.

## **ARTICLE 7 – SENIORITY**

- A. In November and May of each year the Board shall post on bulletin boards the complete seniority list of those employees covered by the bargaining unit. The list shall show the classification, employee name, length of continuous service with the Alma Public Schools and length of service in present classification.
- B. Seniority shall be measured from the original date of hire to a regular position (after probationary period has been completed). That date shall become the seniority date for each employee. In a case where two or more employees start to work on the same day, the date of application for employment shall establish priority of position on seniority list.
- C. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment with an additional thirty (30) days if requested by the Board in writing prior to the end of the sixty (60) days. When an employee finishes the probationary period he/she shall be entered on the seniority list of the unit and shall rank for seniority from the original date of hire. There shall be no seniority among probationary employees. Probationary employees may be terminated at any time at the discretion of the Board and the termination shall not be subject to the grievance procedure, except in those cases of alleged discrimination and only with respect to alleged discrimination. Persons pursuing relief through legal action for alleged discrimination waive their right to the grievance procedure.
- D. Seniority shall be applied on a departmental basis first and then district-wide in accordance with the employee's original date of hire and Section B of this Article. For purposes of this Agreement, the departments are:

1. Custodial
2. Maintenance
3. Cafeteria
4. Transportation

Seniority shall be applied on a departmental basis first for granting vacations and job postings.

- E. Board approved leaves of absence and involuntary transfers shall count toward continuous service for the duration of the approved leave or transfer in determining department seniority.
- F. Seniority shall terminate upon 1) retirement; 2) resignation; or 3) discharge unless the discharge is unsatisfactory and employment is reinstated through the grievance procedure.

#### **ARTICLE 8 – LAY-OFF AND RECALL**

- A. The Alma Public Schools shall lay off employees in inverse order of seniority by department providing that the remaining employees have the demonstrated ability and qualifications to perform the remaining work. Employees laid off or bumped out of the department affected shall have the right to bump the least senior employee in another department, provided they have greater district seniority and can meet the minimum qualifications.
- B. If an employee receiving health and/or dental/vision benefits pursuant to Articles 26 & 27 of this Agreement is or may be disqualified from such benefits due to a reduction in their work schedule, that employee shall have the right to bump any less senior employee in the department if such bump would restore the employee's eligibility for health and/or dental/vision benefits. If no such bump is possible, then the employee shall have the right to bump the least senior employee in another department, provided they have greater district seniority and can meet the minimum qualifications.
- C. In the event of a reduction in staff, any employee on a Board approved leave shall be considered in the same status as an actively employed employee for the purpose of this Article.
- D. Notwithstanding their position on the seniority list, president, vice president, secretary/treasurer and a representative from each department in the event of a lay off of any type, be continued at work as long as there is a job in the department which they can perform and shall be recalled to work in the event of lay off in accordance with the recall procedure. When retaining an employee because of super seniority, the Board shall retain the right to determine the

necessary qualifications of the job to which the individual will be assigned. If the individual with super seniority does not meet these qualifications, that person shall not be retained.

- E. No new employee shall be hired until all qualified laid off employees are recalled to whatever work is available for which they are qualified as determined by the Board, except for that a temporary employee may be hired awaiting report from employees recalled.
- F. Leaves of absence may be granted by the Board upon written request when reduction of staff is necessary in compliance with Article 20 – Unpaid Leaves of Absence.
- G. Recall:
  - 1. Employees on lay off shall be recalled in the order of seniority by department providing that those recalled have demonstrated ability and qualifications to perform the available work.
  - 2. No employee shall be forced to accept a recall to a position other than which he held prior to lay off.
  - 3. The Board shall give written notice of recall from lay off by sending a certified letter to said employee at his last known address. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears on the Board's record shall be conclusive when used in connection with the lay off, recall or other notice to the employee. If an employee fails to report to work within ten (10) calendar days from date of sending of the recall, unless an extension is granted in writing by the Board, said employee shall be considered as a voluntary quit and shall thereby terminate his employment with the school district.
  - 4. Should the Board re-instate a position that had been eliminated, the employee, if not on lay off, who previously held the position, shall be offered the position before it is offered to laid off employees.
  - 5. A recall list shall be maintained for a period not to exceed two (2) years. Thereafter, a laid off employee shall lose his/her right to recall.

## **ARTICLE 9 – VACANCIES, PROMOTIONS AND TRANSFERS**

- A. A vacancy, as determined by the Board, shall be defined as any position, either newly created or a present position that is not filled.

- B. The following procedure shall be followed regarding any Board determined vacancy:
1. The Board agrees to post determined vacancies on Union bulletin boards. The posting shall include: the designated location, classification, brief statements of the general responsibilities, qualifications and hours assigned.
  2. Determined vacancies shall be posted for five (5) departmental working days before an appointment is made. The posting shall be mailed on the day of posting to the last known address of each employee who is not actively working at this time.
  3. Interested employees shall submit in writing, on a form created by the employer (see Appendix D), their qualifications to the supervisor designated on the job posting. The Association president will be provided with a list showing those who applied for the position.
  4. All vacancies shall be filled within three (3) departmental working days after the posting period, unless no candidates have applied for the position.
  5. An employee offered a vacancy under these provisions shall have twenty-four (24) hours to notify the immediate supervisor of their decision to accept or reject the offer.
  6. For the purpose of this section, qualified shall mean, "meeting the minimum qualifications necessary to perform the tasks of the open position." The employee with the most seniority and qualifications to fulfill the duties of the job shall be given first preference to the open job.
  7. Only when there are no qualified applicants as determined by the board from the bargaining unit, the Board may interview and subsequently fill the vacancies with applicants from outside the bargaining unit. In this case, the Board shall make its best efforts to fill the position within ten (10) working days following expiration of the posting.
  8. Upon filing the posted position, the name of the employee shall be provided, along with a copy of the job posting, to the Union president.
  9. When transferring to a different classification, building, or shift, an employee shall serve a fifteen (15) working day time period if the employee has tried in that position before within the last two years. At the end of the trial period, if the employee's work is unsatisfactory according to evaluations conducted, or, if the employee so requests, the employee shall be reinstated to his/her previously held position.

- a. Upon mutual agreement between the employee and the supervisor the employee may waive all or part of this trial period, such waiver to be in writing.
  - b. If an employee receiving such a transfer has previously been temporarily assigned in the new classification for one or more periods encompassing ten (10) or more consecutive work days, such time in temporary assignments shall be counted toward the thirty (30) day trial period.
- C. If the Board intends to change the work schedules and/or assignments of bargaining unit employees, such intentions shall be communicated to the Association President. If requested by the bargaining unit, a meeting shall be scheduled within three (3) business days of notification to receive input from bargaining unit representatives. The Board will respond to the Association President within five (5) business days as to the result of the meeting.

#### **ARTICLE 10 – HOURS & ASSIGNMENTS – GENERAL PROVISIONS**

- A. All employees shall have designated work schedules/shifts with an established starting time and quitting time. Work schedules/shifts shall be posted on the bulletin board.
- B. The first shift of any day is any shift which regularly starts at or after 4:00 AM, but before 11:00 AM. The second shift is any shift which regularly starts at or after 11:00 AM, but before 7:00 PM. The third shift is any shift which regularly starts at or after 7:00 PM, but before 4:00 AM. For payroll purposes the week shall commence at 12:01 AM Monday and terminate at 12:00 midnight Sunday. The board shall have the right to set the commencement of any shift, provided that a notice of at least one week is duly posted before commencement of said shift.
- C. Whenever any representative of the Union or any employee participates during working hours in conferences or meetings as called by the Board or its agents, they shall be paid for the time involved at their regular pay rate for the hours worked.
- D. Employees who work eight (8) hours per day will have two fifteen (15) minutes rest periods, one in the middle of the first half of the shift and one in the last half of the shift, the exact time to be determined by supervision within the general terms of the contract. All employees working less than forty (40) but at least twenty (20) hours per week shall be allowed one fifteen (15) minute rest period, to be determined as practicable under the work schedule involved.

- E. Employees who presently receive a lunch period will be allowed to leave their building and/or work stations provided they punch in and out according to established time clock procedures (see Appendix F). Travel time between locations is considered part of the employee's lunch time.
- F. An employee called back shall be compensated at a minimum of two (2) hours call in time or actual time worked, whichever is greater. An employee called back from vacation shall be compensated four (4) hours call in time at time and one-half or actual time worked at time and one-half, whichever is greater.
- G. Temporary Assignments:
1. Temporary assignments shall include any assignment which is created due to the extended absence (30 or more consecutive work days) of any regular employee. If the school determines that the temporary vacancy is going to exceed 30 work days, then the temporary vacancy shall be posted as soon as possible, for the duration of the temporary vacancy. If the temporary vacancy is for an unknown period of time, which lasts for 30 days, then the temporary vacancy shall be posted as a temporary vacancy for an undetermined duration.
  2. An employee who voluntarily accepts a temporary assignment shall receive the rate of pay of the department and classification of the temporary assignment. If applicable, this rate shall include the progression defined in Appendix A, Item G.
  3. An employee who is involuntarily transferred to a temporary assignment shall receive rate of pay of the department and classification of the temporary assignment or the rate of pay of their regular department and classification, whichever is higher.
- H. Temporary Summer Assignments - Employees wishing summer work in another department should submit a letter of interest by April 15 of each school year to the supervisor of the department they wish to work in. The supervisor will have until May 15<sup>th</sup> to assign employees to a summer position and the hours to be worked subject to board approval of the budget. Assignments will be made on the following criteria:
- If the work is routine summer work and does not require any special skills or certification,
- a. Seniority in the bargaining unit
  - b. Experience in that area
  - c. Previous performance in that department

If special skills are required the criteria will be:

- a. Previous performance in the department
- b. Seniority in the bargaining unit.

Decisions for work assignments will be made by department supervisor and the needs of the district.

The rate of pay will be calculated by averaging the starting pays from the cafeteria, custodian and bus drivers rates of pay found in Appendices A, B and C. They will also receive holiday pay (July 4<sup>th</sup>) and one (1) sick day per month worked. If an employee requests additional sick days during this assignment, he/she may have the option to use sick leave at the summer rate of pay or non-paid leave time.

- I. Education Placements – Nothing in this Agreement shall limit the placement of students attending Alma Public Schools in work assignments for educational purposes.

## **ARTICLE 11 – HOURS & ASSIGNMENT – FULL YEAR EMPLOYEES**

- A. The normal scheduled work day for maintenance, custodian or mechanic employees may be up to eight (8) hours per day, with one-half hour for lunch not included in the eight hour period. However, eight (8) hour employees may request in writing to their immediate supervisor alternations of the lunch period from one-half (1/2) hour to two (2) hours. This request may be made when special circumstances exist or when such changes will facilitate improved work efficiency. The Board reserves the right to approve or disapprove such requests. Furthermore, the Board reserves the right to make lunch time adjustments when it is necessitated by school work loads or work requirements.
- B. When schools are closed due to inclement weather or other emergencies, maintenance workers, custodial workers, and mechanics shall be required to report for work.

## **ARTICLE 12 – HOURS & ASSIGNMENTS – CAFETERIA**

- A. A lunch will be provided by the board for each employee on each working day.
- B. The cafeteria employees shall also be granted one (1) fifteen (15) minute break, to be scheduled and taken as is practicable to the work schedule. Employees working less than three (3) hours a day shall not be entitled to a fifteen (15) minute paid break.

- C. When schools are closed due to inclement weather or other emergencies, cafeteria workers will not report to work, and will receive no compensation unless called in by their supervisor. A two (2) hour call in pay will be paid to cafeteria workers who come to work and are sent back home because school is delayed or canceled. Workers may be requested to work the full two (2) hours by their supervisor.

## **ARTICLE 13 – HOURS & ASSIGNMENTS – BUS DRIVERS**

- A. Bus driver assignments shall be made according to the following procedures:

1. The Board shall establish the route to be run by each bus driver. A standard time allowance shall be established for each regular run and the driver shall be paid according to this allowance. The minimum paid time for a regular route shall be two (2) hours. Drivers are expected to stay on site and work for the full two (2) hours. Regular routes shall include morning and afternoon K-12 runs and noon young 5/Preschool and PPI runs. For routes which normally require more than two hours, the standard time allowance shall be adjusted by five (5) minute increments. When actual time on a route justifiably exceed the standard allowance (i.e. severe weather, accident, mechanical failure, etc.), the driver shall be paid the actual total time.

2. The assignment of routes shall be made on the basis of bidding by seniority and qualifications at a meeting to be held sometime prior to the opening of school. Route assignments shall generally be fixed for the school year. However, a senior driver may appeal to the transportation director for reassignment if adversely affected by route changes taking place during the year. This should be done within fifteen (15) business days. The Board shall have the option of making the reassignment or compensating the senior driver as if the reassignment had occurred.

3. Additions or reductions (not less than two (2) hours) to routes will be made to existing routes based upon the route which offers the best access and efficiency for the addition. Such additions will be added to the route within 15 business days. In the event that more than one existing route offer equal access and efficiency, the addition shall be made to the route of the highest seniority driver.

4. A bus driver unable to attend the annual bid meeting shall be allowed to designate in writing the Union transportation steward as a proxy to bid in good faith for the absent transportation employee. Provided that prior to the meeting the employee's written

authorization is presented to the transportation steward and director of transportation or his designee.

5. Regular bus drivers will notify the transportation director, in writing, of their interest in substitute driving. Such written notice shall remain in effect until the end of the school year or until changed or revoked by the driver, in writing. If the regular driver asked to fill an assignment refuses three times in a semester, they will not be asked to sub again the remainder of that semester. The notice shall include phone number(s) at which the driver can most likely be contacted for assignments. Temporary substitute positions needing to be filled for Kindergarten and Voc Ed routes shall be offered to the most seniored bargaining unit member.

When a bus driver takes a special out-of-district route and that school district is not in session when Alma Schools is in session, that regular driver must be used, when possible, to fill any route first before a sub is to be used. If the regular driver asked to fill this assignment refuses three times in a school year, they will be dropped from this assignment. The regular driver filling this position may not give up this assignment to take any extra work or extra trips.

6. Bus drivers shall be paid \$5.00 per meal for charter trips that occur during the morning and noon meal periods (5:00 – 7:00 AM, 11:00 – 1:00 PM) and \$7.00 per meal during the evening meal period (6:00 – 8:00 PM).

7. All driving for the following listed purposes shall be done by employees covered by this Agreement:

- a. All school bus driving. "School Bus" shall be as defined by Michigan law.
- b. Pre-school-12 students to and from school.
- c. Vans driven for cafeteria and/or mail delivery.

B. Warm-up and inspection time shall be included in determining the standard time allowance for routes. If there is thirty (30) minutes or more between a regular route and a charter trip, fifteen (15) minutes warm-up time and inspection will be added.

C. When Alma Public Schools or districts being serviced by Alma Public Schools transportation are closed due to inclement weather or other emergencies bus drivers will not report to work, and will receive no compensation unless called in by their supervisor. A two (2) hour call in pay will be paid to drivers who are not notified one half (1/2) hour prior to their starting time and come to work and are sent back home because school is canceled. On days when school is delayed, a two (2) hour call in

pay will be paid to drivers who report at their regular shift time and accept work assignments during the delay period.

## **ARTICLE 14 – DUAL DEPARTMENT EMPLOYEES**

A. Any employee may hold separate jobs in two (2) departments if the combination of hours do not exceed forty (40) hours per week and the hours in one department do not conflict with the other, in accordance with the following conditions:

1. Uniforms shall be provided for each department.
2. An employee working in two departments shall be eligible for extra time in the one department of his/her choice which they shall submit in writing at the time of job assignments. The employee may not accept overtime or extra time hours which conflict with the other job scheduled hours.
3. An employee will accrue seniority independently in each department.
4. Vacation shall be earned in accordance with departmental guidelines but use of vacation shall not conflict with the other department assignments.
5. If the employee is discharged or disciplined in one department, the discharge or discipline carries over into all of the departments.
6. If an employee deems it necessary to grieve a particular problem, the grievance procedure shall start with the immediate supervisor in the department in which the problem originated.
7. An employee's separate jobs shall remain as two for future job posting purposes.
8. An employee holding jobs in two departments shall not receive compensation for travel between department jobs.
9. Call in for inclement weather or emergency situations shall be by department in accordance with department procedures.
10. An employee holding jobs in two departments shall be laid off and recalled by department seniority in each department affected.
11. In case of conflicts with hours worked between the departments, management will notify the employee of which work assignment he/she is to complete.

B. The number of dual department positions shall not exceed two (2) in the high school cafeteria nor two (2) in the middle school cafeteria.

## **ARTICLE 15 – EXTRA TIME – GENERAL PROVISIONS**

A. For purposes of this Agreement, extra time shall mean work hours beyond those regularly scheduled. Employees interested in extra time will notify their supervisor of their intent by signing a list provided by their supervisor at the beginning of each semester.

B. Extra time hours shall be equalized among employees in various departments according to the general provisions and the provisions applicable to specific departments.

C. For the purpose of equalizing extra time, time not worked because the employee was unavailable or did not choose to work will be charged the number of extra time hours of the employees working during that call out period or assignment, except for employees on vacation, sick leave, etc.

D. Extra time work which has been refused by all eligible employees shall be done by the least senior employee in the classification or department at the direction of the Board. When such a junior employee is required to work because others have turned down extra time, he shall not be charged with the extra time he has worked.

E. Equalization of hours shall be posted in each department, except transportation, weekly. (see Article 18 paragraph G)

F. When returning from vacation, sick leave, or an unpaid leave of absence of a 10-working-day duration, or more, an employee shall be recorded with the average amount of equalize hours in the department during such absence.

G. New employees will be added to the extra time distribution list when they have completed their probationary period. When they are added to an already active list, the new employee will be charged with the highest number of hours on the list in their classification.

H. In the event employees are not notified of cancellation of week-end or holiday extra time, they shall be compensated for two (2) hours at straight pay.

I. Employees who work less than eight (8) hours per day, when practical and feasible, shall be utilized up to eight (8) hours per day before additional employees are hired.

J. When possible, a twenty-four (24) hour notice for week-end work assignments will be given.

K. An employee offered and accepting a substitute assignment of any amount of hours cannot take another assignment during the time of the initially accepted assignment.

#### **ARTICLE 16 – EXTRA TIME – FULL YEAR EMPLOYEES**

A. Extra time hours in the maintenance/custodian department shall be divided as nearly as equal and practical among employees in the same classifications in the buildings starting with the most senior employee. When possible, a twenty-four (24) hour notice for special events extra time hours will be given.

#### **ARTICLE 17 – EXTRA TIME – CAFETERIA**

A. Cafeteria employees' extra time shall be divided as nearly as equal and practical among all cafeteria employees on a system-wide basis.

B. Cafeteria employees being assigned extra time shall receive, whenever possible, at least two (2) weeks' notice of any scheduled banquet and/or extracurricular activities that will require extra time hours. Employees who are notified of an extra time assignment less than twenty-four (24) hours before the assignment and refuse shall not be charged the extra time hours.

#### **ARTICLE 18 – EXTRA TIME – BUS DRIVERS**

A. The bus driver charter route distribution shall be upon notice of not more than five (5) calendar days and not less than twenty-four (24) hours. In the event that a trip should materialize under the minimum time limits, the driver receiving the assignment shall have the right to refuse and shall not be charged hours of extra time.

1. Charter trip sheets shall be posted on the board until the trip has been taken.

B. Charter trip assignment shall be made in accordance with the applicable provisions to drivers who are regularly assigned and driving one (1) run or more per day with at least one year of seniority. If drivers with at least one (1) year seniority are not available and additional drivers are needed for charter trips, drivers with less than one year seniority must be offered trips before subs are hired. Drivers interested in charter trips will notify their supervisor of their intent by signing a list provided by their supervisor at the beginning of each semester. Eligible drivers for charter trips shall sign trip either "yes" or "no" within twelve (12) hours after it is

posted or will be charged with the actual driving time of the refused trip. If a person is up first on a trip and says “no”, they will be charged no matter what the reason, sick, vacation, or other. An employee who is offered an extra trip with less than twelve (12) hours notice and is unable to take the trip shall not be charged with a refusal. The actual driving record of the charter trip will be returned to the transportation office within twelve (12) hours after the trip or the driver will be charged double driving time.

C. Charter trips between AM and PM regular runs shall be paid a minimum of two (2) hours time or the actual charter trip runtime, whichever is greater. Add-on hours will be included in the charter trip overtime log. Add-ons are those trips less than two hours, within the school district. All charter trips and add-ons will be equalized as nearly as practicable throughout the school year.

D. On Monday thru Friday a driver who reports for a regular or charter trip which has been canceled and the driver was not previously notified within one (1) hour shall receive a two (2) hour call out pay or their regular route time, whichever is greater. “Previously notified” shall mean notification received by the driver at least one (1) hour prior to the scheduled report time for the trip.

E. Any temporary vacancy of five (5) days or more shall be filled by the next senior driver for the duration of the vacancy. A vacancy for less than five (5) days will be equalized.

F. Bus driving that is needed by the Alma Public Schools after the close and before the opening of the normal school year shall be equalized as nearly as possible by the transportation director using those drivers that are interested in working periodically throughout the summer in accordance with the following procedures:

1. Prior to the close of the normal school year, each driver shall sign up indicating the following:
  - a. The weeks during the summer that they may be available for summer driving.
  - b. The time of day which is best that they can be contacted by phone for a possible driving assignment.
  - c. The phone number where they can be reached.
2. A separate summer list of equalized extra time hours will be kept for this period of time only. With no relationship to the regular extra time list that is kept for the regular school year.
3. Special routes that are established for the summer for one week or more will be assigned on a weekly basis to drivers and counted

toward the equalization of hours. Only staff working in the summer will have their hours equalized for summer. If an employee chooses not to work in the summer, he/she will not be charged for it.

4. Bus drivers shall be given as much notice as possible in relationship to summer driving but must be prepared, due to the very short notice that is given to the transportation department in running summer routes, to make a commitment at the time of the telephone conversation to drive or not to drive.

G. Extra time will be equalized and posted twice a week.

## **ARTICLE 19 – JURY DUTY**

A. An employee who serves on jury duty shall be paid the difference between his pay for jury duty and his regular pay. Employees that are either temporarily or permanently excused from attendance at the court on any work day are required to report for regular shift duty one hour after being excused by the court unless duty is outside the county.

## **ARTICLE 20 – UNPAID LEAVES OF ABSENCE**

A. Leaves of absence shall be granted without loss of seniority and without pay for:

1. Serving in any elected or appointed position with the Union for two years, not to exceed one employee at a time.
2. Maternity (one year).
3. Illness leave (one year), physical or mental, with physician's verification, if requested.
4. Prolonged illness in immediate family (one year) spouse or dependents with physician's verification, if requested.
5. Education leave (one year) shall be granted, not to exceed one employee at a time.
6. The Board may grant other leaves of absence for reasons other than stated above.

B. Unpaid leaves may be extended for like cause. All leave requests shall be in writing and approved by the Board before going into effect.

C. Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his/her seniority entitles him/her.

D. An employee on leave of absence may bid on vacancies which arise during the leave. If an employee on leave is awarded such a vacancy, he/she shall assume that vacancy upon return from leave. A vacancy being held for an employee on leave shall be covered during the remainder of the leave as determined by the Board and shall not be considered a temporary vacancy and need not be posted further.

## **ARTICLE 21 – FUNERAL LEAVE**

A. An employee will be allowed up to three (3) working days as funeral leave days not to be deducted from sick leave in the case of death of an employee's father, mother, father-in-law, mother-in-law, spouse, children, grandchildren, brother, sister, grandmother, grandfather, step-parents or step-children. The amount of days which will be approved will depend upon the travel and circumstances involved.

B. Additional days may be requested from the superintendent to be taken for wife or husband, son, daughter, mother or father not to be deducted from sick leave.

C. The superintendent may allow leave for funerals of persons other than immediate family, not to be deducted from sick leave.

## **ARTICLE 22 – SICK LEAVE**

A. Employees shall earn sick leave at the rate of one day per month for each full month, worked (10 or 12 months per year). Sick leave will be posted at the beginning of the year, July 1<sup>st</sup> for 12 month employees and September 1<sup>st</sup> for 10 month employees. If an employee leaves Alma Public Schools employment before completing a year of service, sick leave will be prorated and any time used in excess of time earned will be adjusted in the employees last check. A sick day will be equal to each employee's normally scheduled work day. The maximum accumulation of sick leave will be four hundred-eight (480) hours.

B. Sick leave may be used, in accordance with the schedule specified herein, for personal illness. For all absences, the employee is required to notify their immediate supervisor upon the first knowledge of the necessity for the absence.

1. Personal illness: bona fide physical incapacity to report for and discharge duties, to the extent of unused days credited.

2. Family illness: one day of sick leave will be allowed for each illness in the immediate family that necessitates the presence of the

employee. Extension of sick leave for this purpose may be granted by the superintendent, or his designee, if the seriousness of the illness necessitates the employee's presence. Upon the requests of the employee, the superintendent (or his designee) may authorize extra days, without pay, for extended family illness.

3. For purposes of this section, immediate family shall mean: father, mother, wife, husband, son, daughter, grandparents, grandchildren and foster children, or a claimed dependent, as defined by the Internal Revenue Service, who is on the employee's income tax return as a dependent.

C. A doctor's statement may be required by the board to validate the claimed illness, if illness is of more than 3 days.

D. Abuse and/or misuse of sick leave is cause for dismissal.

E. Sick leave cannot be used by school year employees on days when school is canceled except for previously scheduled medical appointments.

## ARTICLE 23 – HOLIDAYS

A. Employees, except temporary part-time employees, shall have the following days off with pay:

Labor Day (see note\*)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Good Friday – providing school is not in session  
Memorial Day  
Independence Day

\*Note: Cafeteria and transportation departments shall receive credit for this day when they work any time previous to this day in the preparation for the opening of school as assigned by their immediate supervisor.

B. Employees shall be paid for the above holidays at their prevailing rate based on the regularly scheduled hours (not temporary) worked per day.

C. Employees required to work on the above named holidays shall receive double time for hours worked.

- D. If an employee is on vacation on any of the above named holidays the day shall be counted as a holiday and not a vacation.
- E. If an employee is on sick leave when an above holiday is observed, that shall not be counted as sick leave.
- F. If a holiday falls on a Saturday or Sunday, the Friday before or the Monday after shall be considered as a holiday, whichever is more applicable based upon the scheduling of school.
- G. To be eligible for holiday pay an employee must work his scheduled day before and after the holiday except employees on approved sick leave, vacation or an approved day off.
- H. For the duration of this contract, if the Board of Education should declare additional paid holidays, the additional holidays shall become part of this contract and become a benefit to the employees covered by the Agreement and subject to the above provisions.

## **ARTICLE 24 – VACATION**

- A. Vacation accruals shall be tracked in hours. For purposes of this Article, a day of vacation shall be equal to the employees regularly scheduled hours (not temporary) per day. Regular full-year employees will accumulate vacation time per month worked, beginning with the first year of employment from date of hire.
- B. Vacation – Custodial, maintenance, mechanics and other twelve-month employees shall earn vacation with pay in accordance with the following schedule:
1. Beginning with the first (1) year of employment from date of hire through six (6) years – thirteen (13) days.
  2. Beginning with the seventh (7) year of employment and through the fourteenth (14) year – eighteen (18) days.
  3. Beginning with the fifteenth (15) year of employment and over twenty-four (24) days.
- C. After one (1) year of employment, a regular school year employee will be paid three (3) vacation days during Christmas break and two (2) vacation days during Spring break. After five (5) years of employment, a regular school year employee shall be paid an additional one (1) day of vacation during spring break. After ten (10) years of employment, a regular school year employee shall be paid an additional one (1) day of vacation during Christmas break. In addition, regular

school year employees shall have one (1) vacation day which may be requested to be taken at any time before March 15<sup>th</sup>. After March 14<sup>th</sup>, the day must be scheduled with the supervisor in advance. Forty-eight (48) hours minimum notice is expected, but this limit may be waived by the superintendent.

D. Vacations for regular full-year employees shall be granted at such times during the year as are suitable considering the wishes of employees and efficient operations of the district. However, in case of conflict, the Board reserves the right to assign all vacations. However, in the case of competing requests timely filed, seniority shall prevail and vacations shall be scheduled on the basis of seniority. The supervisor will make reasonable effort to notify employees, within two (2) weeks, of their response to vacation requests. One (1) vacation day per year may be requested on forty-eight (48) hours notice. This forty-eight (48) hour limit may be waived by the superintendent.

E. A vacation may not be waived by an employee and extra pay received for work during that period. However, after three (3) years of employment, an employee may accumulate up to five (5) days per year to the maximum he is allowed (Section B) according to his earned vacation schedule. Upon written request and for reasonable cause, an extension of time to use vacation may be granted by the superintendent or his designee.

F. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, that portion of his vacation which was ill (as certified by physician's statement) shall be rescheduled. In the event his incapacity continues through the year, he shall be awarded payment in lieu of vacation.

G. To the extent possible, vacation days shall be taken in blocks of five (5) or more consecutive days. Vacation days cannot be taken in advance to earning them.

H. If an employee is laid off or retires, or severs his employment he shall receive any unused vacation credit, including that accrued since his last anniversary date. A recalled employee who received credit at the time of lay off for the current calendar year shall have such credit deducted from his vacation the following year.

I. Rates during vacation – in determining vacation pay, employees shall be paid their current rate based on their regularly scheduled day while on vacation and shall receive credit for any benefits provided for in this Agreement.

J. An employee called back from vacation shall be compensated as is references in article 10-F.

**ARTICLE 25 - COMPENSATION**

- A. The compensation for various classifications in the bargaining unit shall be as set forth in Appendices A, B and C.
- B. All employees will be paid at one and one-half (1 ½) times their basic rate for all authorized work over nine (9) hours per day and forty (40) hours per week.
- C. Double-time shall be paid for all hours worked on Sunday and holidays.
- D. Car Mileage – The Board agrees to reimburse employees an amount equal to the current approved IRS per mile for use of their personal cars while on assignments if a school vehicle is not available.
- E. Compensation shall be in bi-weekly pay periods in accordance with the district-wide payroll and time clock procedures.
- F. Longevity – For continuous years of service as employees of Alma Public Schools a longevity allowance shall be granted as per Appendices A, B, and C.
- G. In the event of an inadvertent error in the application of rates of pay, correction of the error will be added to or deducted from the employee’s pay retroactively, but not to exceed ninety (90) calendar days.

**ARTICLE 26 – HEALTH BENEFITS**

- A. The Board agrees to offer health benefits under the terms set forth in this Article.
- B. The Board shall establish, pursuant to Section 125 of the Internal Revenue Code and any other applicable status, rules, and/or regulations, a “cafeteria” benefit plan which, upon proper application by the employee shall offer eligible employees a choice of benefits as follows:
  - 1. Payment by the Board toward the cost of health insurance in an amount of up to:

Classification	2010-2011
Single	\$ 459.00
Two-person	\$ 935.00
Full family	\$1,046.00

The benefit levels above are for “regular full-year employees.”

If a new contract is not in place by July 1, 2011, the Board paid amount toward health insurance reverts back to the 2009-10 levels.

C. Prorated benefits: Regular full-year employees working less than 40 hours but not less than 20 hours per week will have benefits prorated based on 2,080 annual hours.

Regular school-year employees working less than 40 hours, but not less than 20 hours per week, will have benefits prorated based on 1,456 annual hours. Hours worked for this calculation will be based on the greater of the prior years actual hours worked or the current year scheduled hours.

Regular school-year employees hired after June 30, 2002 will have the proration of benefits based on 2,080 annual hours. Anyone employed (including subs) prior to July 1, 2002 will be grandfathered in under the existing 1,456 hour proration. School year employees hired after June 30, 2009 will not be eligible for health benefits.

D. Employees working less than 20 hours per week are not eligible for these benefits. If an employee selects a benefit the cost of which exceeds the amount contributed by the Board, the employee shall be responsible for such additional cost. The employee may make payment of such additional cost through a salary reduction agreement.

Staff who are school-year employees (10 months) must pay the entire cost of the co-payment for twelve months during the ten months they receive a paycheck.

E. No employee shall be insured, either as primary insured or as a dependent, under more than one health insurance plan sponsored by Alma Public Schools.

F. The Board agrees to provide benefits within the underlying rules and regulations as set forth by the insurance carrier in the Master Contract held by the policy holder.

G. It shall be the responsibility of the employee to inform the Board of any changes in his/her status that may affect his/her insurance status.

## **ARTICLE 27 – DENTAL/VISION BENEFITS**

A. The Board agrees to offer dental and vision benefits under the terms set forth in this Article.

B. The Board shall establish, pursuant to Section 125 of the Internal Revenue Code and any other applicable status, rules, and/or regulations, a “cafeteria” benefit plan

which, upon proper application by the employee, shall offer eligible employees a choice of benefits as follows:

1. The Board shall pay eighty (80%) percent of the dental/vision premiums for single two-person and full family coverage.
2. Current plans for Delta Dental 90/80/70: \$1,000 and VSP2.

The benefit levels above are for “regular full-year employees.”

C. Prorated Benefits: Regular full-year employees working less than 40 hours but not less than 20 hours per week will have benefits prorated based on 2,080 annual hours.

Regular school-year employees working less than 40 hours, but not less than 20 hours per week, will have benefits prorated based on 1,456 annual hours. Hours worked for this calculation will be based on the greater of the prior year's actual hours worked or the current year's scheduled hours.

Regular school-year employees hired after June 30, 2002 will have the proration of benefits based on 2,080 annual hours. Anyone employed (including subs) prior to July 1, 2002 will be grandfathered in under the existing 1,456 proration. School year employees hired after June 30, 2009 will not be eligible for dental/vision benefits.

Employees working less than 20 hours per week are not eligible for these benefits.

D. If an employee selects a benefit the cost of which exceeds the amount contributed by the Board, the employee shall be responsible for such additional cost. The employee may make payment of such additional cost through a salary reduction agreement.

Staff who are school-year employees (10 months) must pay the entire cost of the co-payment for twelve months during the ten months they receive a paycheck.

E. No employee shall be insured, either as primary insured or as a dependent, under more than one dental/vision insurance plan sponsored by Alma Public Schools.

F. The Board agrees to provide benefits within the underlying rules and regulations as set forth by the insurance carrier in the Master Contract held by the policy holder.

G. It shall be the responsibility of the employee to inform the Board of any changes in his/her status that may affect his/her insurance status.

**ARTICLE 28 – LIFE INSURANCE**

- A. Upon proper application by the employee, the board agrees to pay the premiums on a term life insurance policy of \$20,000 including a matching accidental death and dismemberment coverage, for each eligible employee.

**ARTICLE 29 – LONG TERM DISABILITY**

- A. The Board agrees to provide each eligible employee with a long-term disability insurance program.
1. Benefits up to 70% of contractual salary to take effect sixty (60) non-consecutive work days from the first date of disability; said benefits would continue for one year.
  2. Benefits shall continue beyond the first year at the rate of sixty (60) percent of the contractual salary of the year in which the disability occurred, but not beyond the age of 65.
  3. The 70% and 60% guarantee shall be inclusive of all other benefits forthcoming to the employee under another section of this contract or from Social Security or other statutory benefits.

a. Employees shall be carried as “active” during the first year in which they begin receiving disability benefits. They shall have the right to immediate return when physically able. All contract benefits except salary shall accrue as if the employee were on the job, working. Salary shall be in accordance with the salary payment provisions of the insurance carrier. If an employee receives benefits under both Article 29 and Article 30 for the same injury, they will be carried as “active” for only the first year of the injury.

b. Employees remaining in disability for the second year shall be placed on a Medical Leave of Absence for a period of up to one year. No contractual benefits shall accrue except for the salary payments as provided by the insurance carrier. Fringe benefits may be continued by the employee on a contributory basis, provided it is approved by the carrier. The employee shall be entitled to reinstatement to the first available position for which he/she is qualified, subject first to the provisions of the current collective bargaining agreement.

c. An employee remaining on disability for the third year may lose all re-employment rights at the discretion of the Board of Education.

d. Prior to returning to active status, a person who has received disability benefits shall be required to provide the district with a doctor's certificate.

## **ARTICLE 30 – WORKER'S COMPENSATION**

A. It is agreed and understood that any person who is disabled by virtue of any injury incurred while on the job, and therefore, eligible for Worker's Compensation, may supplement the Worker's Compensation received by receiving sick leave benefits and applying the same while he is out on Worker's Compensation injury in order to make up the difference between the Worker's Compensation paid and his regular rate of pay. The sick leave in such instances shall be paid on each pay day until exhausted or until terminated by the employee on notice.

1. Employees shall be carried as "active" during the first year in which they begin receiving workers compensation benefits. They shall have the right to immediate return when physically able. All contract benefits except salary shall accrue as if the employee were on the job, working. Salary shall be in accordance with the salary payment provisions of the insurance carrier. If an employee receives benefits under both Article 29 and Article 30 for the same injury, they will be carried as "active" for only the first year of the injury.

2. Employees remaining on workers compensation for the second year shall be placed on a Medical Leave of Absence for a period of up to one year. No contractual benefits shall accrue except for the salary payments as provided by the insurance carrier. Fringe benefits may be continued by the employee on a contributory basis, provided it is approved by the carrier. The employee shall be entitled to reinstatement to the first available position for which he/she is qualified, subject first to the provisions of the current collective bargaining agreement.

3. An employee remaining on Workers Compensation for the third year may lose all re-employment rights at the discretion of the Board of Education.

4. Prior to returning to active status, a person who has received Workers Compensation benefits shall be required to provide the district with a doctor's certificate.

## **ARTICLE 31 – UNIFORM ALLOWANCE**

A. The Board agrees to provide uniforms and laundry service for each employee. The service shall provide at least five changes of uniform per week. If appropriate

for job duties, the Board shall provide each employee with a coat or jacket and shall pay for its cleaning as appropriate.

B. The Board and A.E.S.P.A. Committee agree to consult with the employees in each department concerning the particulars of color, style, fabric and other features of the uniforms. Right of final decision remains with the Board.

C. Employees will wear said uniforms in a neat and clean manner at all times.

D. Food service workers will receive up to \$200 per year uniform allowance. Employees will be reimbursed for uniform expenses by providing receipts of purchase.

### **ARTICLE 32 – RETIREMENT/DEATH BENEFIT**

A. Eighty (80) percent of the accumulated unused sick leave shall be paid upon retirement or death of an employee to the beneficiary at the prevailing rate, not to exceed forty-eight (48) days total payment.

### **ARTICLE 33 – MISCELLANEOUS PROVISIONS**

A. Copies of the Agreement shall be prepared as soon as possible after signing. One copy shall be given to each employee and ten (10) copies to the Union.

B. Employees who are holding less than 12-month jobs and do not normally work between two successive academic years, or terms, for the Alma Public Schools, shall provide in writing to the Board a home mailing address prior to leaving at the end of the term. It will further be the employee's responsibility to notify the supervisor of any change of address during the period between terms in writing. If an employee fails to notify the Board of his intent to return to work within five (5) calendar days of the date of mailing of the notice, or if he fails to return to work within five (5) calendar days of the date of mailing of the notice, or if he/she fails to return to work within five (5) calendar days from the date of return as set forth in the notice, he/she shall be considered a quit.

C. The Board shall provide each employee with a pass which shall admit the employee and one other person to all home athletic events sponsored by Alma Public schools.

### **ARTICLE 34 – CONTINUITY OF OPERATIONS**

A. The Union agrees that it will not, during the period of this Agreement, directly engage in or assist in any strike action.

- B. The Board agrees that it will not, for the duration of this Agreement, impose a lockout upon the Union.

## **ARTICLE 35 – WORKING CONDITIONS**

- A. Subject to the limitations of this Agreement, the Board shall continue to set standards of services, issue supplies, materials tools, and equipment necessary to complete the assigned duties.
- B. Tools, equipment and materials utilized by employees shall conform to MIOSHA standards.
- C. Employees observing a safety hazard on the property shall report it immediately in writing to their immediate supervisor. All employees are responsible to comply with the provisions of MIOSHA.
- D. Supervisory employees and other employees not covered by the bargaining unit shall not perform work which is normally performed by the bargaining unit except in case of emergency, or when there are no other employees in the bargaining unit available or for instructional purposes or in aid or help of employees within the bargaining unit.

## **ARTICLE 36 – NEGOTIATION PROCEDURE**

- A. This Agreement may be extended only by mutual written consent of both parties. It is further agreed that this Agreement shall continue in full force and effect until June 30, 2011.
  - 1. Addendum: As of the date of signing of this document, it is agreed that this negotiation has been completed.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours and working conditions at least nine (90) days prior to the expiration date of this Agreement.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- D. When a new job within the unit is established, the Board shall notify, in writing, the president of the Union of the classification title, job description, and the proposed rate. Thereafter the Union may accept these terms in writing within ten (10) days or

request a meeting to discuss and resolve any differences. Any new rate arrived at after negotiations shall become effective as of the date of determination.

E. Notice of contract negotiations: Notice shall be in writing and shall be sufficient, if sent by certified mail, addressed, if to the Union, to the president of the local; and if to the Board, addressed to Alma Public Schools, 1500 Pine Avenue, Alma, Michigan 48801; or to any such address as the Union or the Board may make available to each other.

## **ARTICLE 37 – EXTENT OF AGREEMENT**

A. This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged district practices between the district and its employees or the Union and constitutes the entire Agreement between the parties.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be void except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

**ARTICLE 38 – DURATION OF AGREEMENT**

A. This Agreement shall be effective July 1, 2010, and shall continue in effect until June 30, 2011. This Agreement, together with all the terms, conditions and effects thereof, shall expire on the date indicated.

B. This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

ALMA PUBLIC SCHOOLS

ALMA EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
President, Alma Support Association

\_\_\_\_\_  
Secretary, Board of Education

\_\_\_\_\_  
Representative, Alma Support Assoc.

\_\_\_\_\_  
Co-Superintendent, Alma Public Schools

\_\_\_\_\_  
MEA UniServ Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A – RATE OF PAY**

Rates of Pay

The following rates of pay shall apply for each classification in accordance with this schedule and pursuant to Article 25.

1% Wage Increase

MAINTENANCE/CUSTODIAL

A. Lead Maintenance – performs regular maintenance duties and serves as contact representative for the maintenance staff, communications and directions.

2010-2011
Additional
\$.35/hr added to
regular rate
if assigned.

B. Maintenance Specialist – shall be able to do the work embraced in any or all of the skilled trades; shall be eligible to carry a skilled trades card; or shall have acquired significant skills by experience in various fields of mechanics, electricity, auto mechanics, carpeting, painting, welding, pipe fitting, etc.

Length of Service	2010-2011
Starting	\$10.55
1 year	\$11.38
2 years	\$12.13
3 years	\$12.89
4 years	\$13.84
After 5 years (6%)	\$14.67
After 10 years (7%)	\$14.81
After 15 years (8%)	\$14.95
After 20 years (9%)	\$15.09
After 25 years (10%)	\$15.22

C. Maintenance Handyman – Has acquired lay skills by experience in various fields of mechanics, electricity, auto mechanics, carpeting, painting, welding, pipe fitting, etc.

Length of Service	2010-2011
Starting	\$10.05
1 year	\$10.88
2 years	\$11.59
3 years	\$12.35
4 years	\$13.26
After 5 years (6%)	\$14.06
After 10 years (7%)	\$14.19
After 15 years (8%)	\$14.32
After 20 years (9%)	\$14.45
After 25 years (10%)	\$14.59

D. Lead Custodian – A custodian who works as a custodian and coordinates and/or supervises the work of at least three (3) other persons. (Full time lead positions to be posted; temporary lead positions may be appointed from among the custodians in the affected building.)

2010-2011
Additional
\$.35/hr added to
regular rate
if assigned

One lead custodian per building if there are three shifts.

E. Custodian/General Maintenance – generally custodial work including mopping, waxing, sweeping, etc: may be assigned general maintenance tasks.

Length of Service	2010-2011
Starting	\$10.00
1 year	\$10.77
2 years	\$11.33
3 years	\$12.13
4 years	\$13.03
After 5 years (6%)	\$13.81
After 10 years (7%)	\$13.94
After 15 years (8%)	\$14.07
After 20 years (9%)	\$14.20
After 25 years (10%)	\$14.33

F. Shift premium - \$.35 per hour, applies to second and third shifts per Article 10, paragraph B.

G. Level of Progression – applies to all bargaining unit employees:

An employee taking a transfer to, or accepting a job in another department shall be allowed up to one year of credit for pay purposes for other service to the district. This applies for wages schedule purposes only and does not affect departmental seniority.

Example: An employee with six years experience as a bus driver accepts a job in cafeteria. The employee would be on the one year step for pay purposes in cafeteria. Cafeteria seniority would begin from the date when the employee begins work in cafeteria.

Example: An employee with eight years experience as a custodian accepts a job in maintenance. The employee would be on the one year step for pay purposes in maintenance. Maintenance seniority would begin from the date when the employee begins work in maintenance.

The Board may allow up to two years experience credit for relevant employment experience outside the district. The Board must first discuss its intentions to do so with representatives of the Union.

**APPENDIX B – RATE OF PAY**

Rates of Pay

1.00% Wage Increase

TRANSPORTATION DEPARTMENT

A. Bus Drivers

Length of Service	2010-2011
Starting	\$10.37
1 year	\$11.19
2 years	\$11.96
3 years	\$12.68
4 years	\$13.58
After 5 years (6%)	\$14.39
After 10 years (7%)	\$14.53
After 15 years (8%)	\$14.67
After 20 years (9%)	\$14.80
After 25 years (10%)	\$14.94

Sub bus driver rate: \$7.50/hour. If sub is already trained and certified, use starting rate.

B. Mechanic

Length of Service	2010-2011
Starting	\$11.32
1 year	\$12.19
2 years	\$13.02
3 years	\$13.84
4 years	\$14.89
After 5 years (6%)	\$15.78
After 10 years (7%)	\$15.93
After 15 years (8%)	\$16.08
After 20 years (9%)	\$16.23
After 25 years (10%)	\$16.38

## C. Mechanic II

Length of Service	2010-2011
Starting	\$10.47
1 year	\$11.38
2 years	\$12.13
3 years	\$12.89
4 years	\$13.84
After 5 years (6%)	\$14.67
After 10 years (7%)	\$14.81
After 15 years (8%)	\$14.95
After 20 years (9%)	\$15.09
After 25 years (10%)	\$15.22

**APPENDIX C – RATE OF PAY**

Rates of Pay

1.00% Wage Increase

CAFETERIA

A. Unit Leader

2010-2011
Additional
\$.35/hr added to
regular rate
if assigned.

B. Cook

Length of Service	2010-2011
Starting	\$9.39
1 year	\$10.06
2 years	\$10.70
3 years	\$11.33
4 years	\$11.96
After 5 years (6%)	\$12.68
After 10 years (7%)	\$12.80
After 15 years (8%)	\$12.92
After 20 years (9%)	\$13.04
After 25 years (10%)	\$13.16

C. Food Delivery/Van Driver Position

Length of Service	2010-2011
Starting	\$9.84
1 year	\$10.44
2 years	\$11.06
3 years	\$11.64
4 years	\$12.28
After 5 years (6%)	\$13.02
After 10 years (7%)	\$13.14
After 15 years (8%)	\$13.26
After 20 years (9%)	\$13.39
After 25 years (10%)	\$13.51

**APPENDIX D – JOB BID FORM**

Alma Educational Support Personnel, MEA/NEA  
JOB BID FORM

Job Title: \_\_\_\_\_

Assignment Hours: \_\_\_\_\_

Job Posting Date: \_\_\_\_\_

Job Posting Down: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Statement of your qualifications for this position:

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

*Return this form to the supervisor of the department for which this job is posted.  
You may be asked for further information and/or a resume'.*

## APPENDIX E – GRIEVANCE PROCEDURE

A. A grievance may be filed by an employee for any alleged violation of this contract and shall be presented and adjusted in accordance with the following procedures.

B. A dispute must be started at the immediate supervisor level. The parties may mutually agree to take as much time as necessary to resolve the issue but should establish a time frame for this investigation to conclude at this time. At any point, the grievant may decide this process is not acceptable, and he/she may direct, in writing, the union to proceed to the next step of the grievance procedure.

C. A grievance must be presented by the aggrieved employee through the employee's department steward to the employee's immediate supervisor within ten (10) work days after the alleged violation occurred or ten (10) work days from the time the grievant first learned of the alleged violation, in order to be a proper matter for the grievance procedure. The grievant, their steward and at the grievant's request, the president or vice-president, will be present during grievance procedures.

Step 1. At the first conference with the immediate supervisor, if this grievance is resolved either by withdrawal of the same by the employee or by agreement of the parties, a written record shall be made of the claimed violation and its resolution, and the Union, the board and the grievant shall each have a copy of said record including the date of this alleged violation and the date of disposition. The immediate supervisor shall have ten (10) work days in which to respond.

Step 2. In the event the matter is not resolved informally, the grievance shall be submitted in writing to the immediate supervisor within ten (10) work days following the supervisor's informal response. Such written grievance shall be on a form to be agreed upon by the Union and the Board and it shall contain, among other items, the following:

1. The name of the grievant, his department, his immediate supervisor and signature of the grievant or grievants.
2. Synopsis of the facts giving rise to the alleged violation.
3. The section or subsections of this Agreement alleged to have been violated.
4. The date of alleged violation.
5. The relief requested.

Within ten (10) work days after receiving the grievance, the immediate supervisor shall state the decision in writing, together with support reasons, and shall furnish one copy to the grievant and a copy to the Union.

Step 3. Should the decision of the immediate supervisor be unsatisfactory to the aggrieved employee, or the Union steward acting in his behalf, such grievant shall, within ten (10) work days of the decision of the immediate supervisor, notify the superintendent of the Union's desire to meet and discuss the grievance. Such meeting shall be held within ten (10) work days of receipt of such notice. At such meeting, the superintendent and/or his representative, the Union committee and/or the representative of the Union, shall discuss the grievance. The decision of the superintendent shall be given in writing within ten (10) work days after the meeting.

Step 4. If the executive Board wishes to carry the matter further, it will, within ten (10) school days after the reply of the superintendent at Step 3, make a written request for meeting with the Board to try to resolve the grievance(s) three representatives from each group. The purpose of the meeting is to consider fairly and in good faith any other methods of settlement might be mutually agreed upon.

Step 5. In the event that an adjustment or disposition of the grievance satisfactory to the employee and/or the Union is not obtained under the above procedures, the Union shall within thirty (30) calendar days after rendition of the Board's decision, appeal the same by serving written notice thereof upon the superintendent that the grievance be submitted to arbitration. The Board and the Union, shall, within ten (10) calendar days thereafter, select an arbitrator or, in the event they cannot agree upon such person, they shall then file a demand for arbitration with the American Arbitration association in accordance with its rules which shall likewise govern the arbitration proceedings.

1. There shall be no appeal from an arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Board.
2. The arbitrator shall make a judgment based upon the express terms of this Agreement and shall have no authority to add to or subtract from any of the terms of this Agreement.
3. The expenses of the arbitrator shall be shared equally between the Board and the Union.

D. In all steps of the grievance procedures, when it becomes necessary for individuals to be involved during working hours, they shall be excused with pay for that purpose. Every effort will be made to carry out the steps of the grievance procedure outside the normal school hours.

E. No employee at any stage of the grievance procedure shall be required to meet with any administrator without Union representation by the steward or his/her designee.

F. Time Limits: The failure of a grievant to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the immediate supervisor or the superintendent to communicate its response within the specified time limits shall permit the grievant to proceed to the next step in the Grievance Procedure.

G. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.

ALMA EDUCATIONAL SUPPORT PERSONNEL. MEA/NEA

GRIEVANCE FORM

Grievance # \_\_\_\_\_ Date filed: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_ Dept. \_\_\_\_\_

Association Representative: \_\_\_\_\_

Date Grievance Occurred: \_\_\_\_\_

Contract Section(s) Violated: \_\_\_\_\_

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

Statement of Grievance

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

(Use additional sheet if necessary)

Relief Sought:

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

\_\_\_\_\_  
Signature of Grievant

ALMA EDUCATIONAL SUPPORT PERSONNEL, MEA/NEA  
GRIEVANCE FORM  
STEP TWO – RESPONSE FROM SUPERVISOR

A. Date of meeting: \_\_\_\_\_

B. Disposition by Supervisor

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

\_\_\_\_\_  
Signature of Supervisor & Date

STEP THREE – SUPERINTENDENT

A. Date of meeting: \_\_\_\_\_

B. Disposition by Superintendent

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

\_\_\_\_\_  
Signature of Superintendent & Date

STEP FOUR – BOARD OF EDUCATION

A. Date of meeting: \_\_\_\_\_

B. Disposition by Board of Education

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

\_\_\_\_\_  
Signature of President of the Board of Education & Date

## APPENDIX F – TIME CLOCK PRECEDURE

### TIME CLOCK PRECEDURE

The purpose of this regulation is to establish uniform procedures for all employees assigned to using a time clock and to ensure that those employees understand their responsibility for proper use of the time clock system.

A. All employees using time clocks will:

1. Clock in on or before each assigned work shift, and punch out on or after each assigned work shift.
2. In case of clocking in after scheduled start time, have paid time begin on the next five-minute interval (Example: If employee's shift begins at 7:10 and he/she punches in at 7:11, paid time begins at 7:15.
3. Receive pay for punched time before or after a regular shift only if initialed by supervisor, with reason written on card. (Example: Employee called in early for extra work, delayed by bus breakdown, emergency run, etc.)
4. Have the total time for each two-week period adjusted to the nearest five-minute interval.
5. Report for work on time and complete shift as scheduled.
6. Be required to obtain supervisor's permission, approval and signature on the time card in order to make up time at end of day due to late arrival at beginning of work shift.
7. Clock out on time, as established by work schedule, at the close of work shift, unless directed or authorized to do otherwise by supervisor.
8. Clock out and in for lunch period as determined by work schedule or whenever leaving the job site. (Exceptions may be made by supervisor; any reduction or extension of lunch period requires approval or supervisor and supervisor's initials on time card.)
9. Properly care for and store time cards in rack provided by employer.

10. Punch in and out for all overtime that is worked. An employee covering work responsibilities outside the normal working hours may be required to go directly to the work site. This time should be properly penciled in on employee's time card, followed by the supervisor's signature indicating approval of hours worked.

LETTER OF UNDERSTANDING  
BETWEEN  
ALMA PUBLIC SCHOOLS  
AND THE  
ALMA EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

The Alma Public Schools and the Alma Educational Support Personnel Association, MEA/NEA have mutually agreed upon the following regarding temporary vacancies of thirty (30) days or longer duration:

Temporary Vacancies

1. When a temporary vacancy of thirty (30) days or longer is posted bargaining unit members within a department may apply for said position. Should the bargaining unit member be granted the temporary position, said bargaining unit member's original position shall be filled by a sub for the duration of the temporary vacancy. Upon conclusion of the temporary vacancy bargaining unit member shall return to his/her original position with no loss in seniority.
2. If no bargaining unit member within the department applies for said temporary posting, any bargaining unit member within the district may apply.
  - a. If the temporary position is granted to a ten-month employee, said employee shall give up his/her current position. Said employee's current seniority earned in his/her original position shall be frozen. At the conclusion of the temporary position, bargaining unit member may return to original department when a position opens. Transportation employees would have to wait until a position is vacant or until the bidding at the beginning of the school year.
  - b. If the temporary position is granted to a twelve-month employee, said employee shall have their current departmental seniority frozen until his/her return to the original position. Said employee's position shall be filled by a sub for the duration of the temporary vacancy. Upon conclusion of the temporary vacancy bargaining unit member shall return to his/her original position.
  - c. If the temporary vacancy extends past the last school day of the school year, the subbed position will be made available to bargaining unit members for the summer period only. If still vacant at the start of school, the position will revert back to an outside substitute.

FOR THE BOARD:

/s/ Mark Jacobs

Date:

/s/

Date:

FOR THE ASSOCIATION:

/s/ Noble Goward

Date:

/s/ Dennis Whitehead

Date: