

AGREEMENT  
BETWEEN THE  
TAHQAMENON AREA SCHOOLS  
AND THE  
TAHQAMENON SUPPORT PERSONNEL ASSOCIATION  
September \_\_, 2011 thru June 30, 2012

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## AGREEMENT

This Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the Tahquamenon Area Schools (hereinafter referred to as the "Employer") and the Tahquamenon Support Personnel Association, MESPA (hereinafter referred to as the "Association").

Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

## ARTICLE 1

### RECOGNITION (Employees Covered)

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees (hereinafter referred to as "employee") of the Employer included in the bargaining unit described below:

"All regular full-time and regular food services personnel, office personnel, custodial maintenance personnel, paraprofessional personnel, bus drivers, coordinator of student service/truant officer/audio visual and mechanics helper of the employer, but excluding substitute employees, student workers, persons employed in the externally funded programs which are for job training or stimulation of local employment (examples would include but not be limited to CETA, MYC, SPEDY, etc.) teachers, two confidential secretaries, head cook, maintenance supervisor, business/office manager and the head mechanic."

Reference to male employees will include female employees.

## ARTICLE 2

### DUES CHECK OFF

- A. The Employer agrees to deduct from the wages of any employee, who is a member of the Association, all Association membership dues and initiation fees uniformly required, if any, as provided in a written authorization executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Association.
- B. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Association. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and/or initiation fees.
- C. The Employer agrees to provide this service without charge to the Association.
- D. The Association shall indemnify and save the District harmless against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction of dues.
- E. When deductions begin: Check off deductions under all properly executed authorization for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the school year through the 20th pay in June of current school year.
- F. Remittance of dues to financial officer: Deductions for any calendar month shall be remitted to such address as designated by the financial officer of the Association with an alphabetical list of names of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

- G. The Employer shall additionally indicate the amount deducted and notify the Association of the names of employees who, through a change in their employment status are no longer subject to deductions and further advise the Association submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

### ARTICLE 3

#### SPECIAL CONFERENCES

- A. The parties agree to meet for the purpose of discussing items of mutual interest and concern. Such conferences shall be between at least two (2) representatives of the Association and two (2) representatives of management. One member of management's team will be a board member. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. This conference may be attended by representative of the MEA.

### ARTICLE 4

#### GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract. The following matter shall not be the basis of any grievances filed under the procedure outline in this Article:
1. The termination of services of, or failure to reemploy any probationary employee.
  2. The performance evaluation of any employee.
- B. The Association shall handle grievances when requested by the grievant. The Employer hereby designates the employee's immediate supervisor to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean scheduled work days excluding Saturday, Sunday and holidays.
- D. Written grievances as required herein:
1. Shall be signed;
  2. Shall contain a synopsis of the facts giving rise to the alleged violation;
  3. Shall cite the section or subsections of this contract alleged to have been violated;
  4. Shall contain the date of the alleged violation;
  5. Shall specify the relief requested.
- E. Level One: A grievant and his Association representative alleging a violation of the express provisions of this contract shall within fifteen (15) days of when the employee knew of the occurrence, orally discuss the grievance with the immediate supervisor or his designee in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the grievant shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two: A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. The superintendent or the designated agent shall sign and date the grievance within five (5) days of receipt of the grievance; the Superintendent or his designated agent shall arrange a meeting within ten (10) days with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. It is understood that at Level Two the Superintendent's designee will not be the same administrator who heard the initial grievance at Level One.

Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association, the employee's immediate supervisor, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within ten (10) days of the discussion appeal same to Level Three.

Level Three: A copy of the written grievance shall be filed with the Employer or their designated agent as specified in Level Two with the endorsement thereon of the approval or disapproval of the Association. The Superintendent or the designated agent shall sign and date the grievance within five (5) days of receipt of the grievance. One representative will be a Board member. The Employer or their designated agent shall arrange a meeting within twenty (20) days with the grievant and/or the designated Association representative, to discuss the grievance.

Within five (5) days of the discussion the Employer or their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association, the employee's immediate supervisor, the Superintendent, and place a copy of same in a permanent file in the Employer's office.

Level Four: Individual grievants shall not have the right to process a grievance at Level Four.

In the event that the grievance is not satisfactorily resolved at Level Three or through mediation or if no disposition has been made within the period provided, the grievance may be submitted to arbitration by sending a written appeal to the Superintendent within twenty (20) days of the date of the Level Three answer. The parties shall have ten (10) days to mutually agree upon an arbitrator. If agreement cannot be reached in that time, the union shall submit a demand for arbitration to the American Arbitration Association for binding arbitration on the language of the agreement in accord with the rules and procedures of the American Arbitration Association. The cost of the arbitration shall be divided equally between the Board and the Association

## ARTICLE 5

### PAYMENT OF BACK PAY CLAIMS

- A. If the Employer fails to give an employee work to which his seniority and qualifications entitle him, and a written notice of his claim is filed within the ten (10) days of when the employee knew or should have known that the Employer first failed to give him such work, the Employer will reimburse him for the earnings he lost through failure to give him such work.
- B. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

## ARTICLE 6

### EMPLOYEE RIGHTS

- A. Each new employee shall have a meeting with the immediate supervisor within ten (10) days after employment for the purpose of discussing the job. That meeting shall include a review of specific responsibilities, duties and hours, a review of the supervisor's expectations with regard to duties and overall work habits. A written summary of that meeting shall be prepared by the supervisor and placed in the employee's personnel file and a copy provided to the employee. The Association President shall receive a list of the bargaining unit members and their immediate supervisors by September 30, or whenever membership in bargaining unit has been determined. The president of the Association shall be notified in writing of all changes after September 30, within ten (10) days of change.
- B. Each employee shall be given a written evaluation of personal performance at the end of the probationary period and annually thereafter. Annual evaluations shall be made prior to May 15, each year. Annual evaluations shall be based on the supervisor's performance evaluation from the last annual evaluation or the beginning of employment. If the evaluation contains areas of unsatisfactory accomplishment, the evaluation shall then include specific recommendations for the employee in an effort to correct the situation. The employee's immediate supervisor shall complete the evaluation and shall schedule a meeting to discuss it with the employee. An evaluation shall be signed by the employee as evidence of receipt of a copy of the evaluation and discussion of it. The employee's signature shall in no way indicate agreement with the contents. A copy of the evaluation shall be placed in the employee's personnel file. If the employee disagrees with the evaluation, the employee may write a rebuttal within ten (10) days which will be attached to the evaluation before filing. Absence of an annual evaluation, the work performance of the employee shall be deemed acceptable.
- C. If the supervisor believes that the health condition of an employee is affecting performance or work habits, the supervisor may:
1. Request that the employee submit a statement from a doctor with regard to specific areas of concern. Such doctor's statement shall be placed in the employee's medical file.
  2. If the Employer desires a second medical opinion; the employee shall submit to an examination by a doctor selected by the Employer at the Employer's expense. A copy of the doctor's report shall be sent to the Employer and may be placed in the employee's medical file.
- D. An employee shall have the right to review the contents of all records, excluding initial references, of the Board pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review if requested.
- E. No material originating after the initial employment shall be placed in an employee's personnel record unless he has had an opportunity to review said material. The Employer may submit a written notation regarding any material and the same shall be attached to the material in question. If the employee believes the material placed in his file is inappropriate or in error, he may receive adjustment, provided just cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If an employee is required to sign material to be placed in his file, such signature thereon shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the material's content.
- F. 1. An employee shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have an Association representative present.

2. If representation is requested, then no action will be taken for up to seventy-two (72) hours unless mutually agreed otherwise. If the situation is of such nature to warrant immediate action then the person may be suspended, with pay, until a hearing is held with the representative. If during the discipline meeting the situation is found not to warrant suspension, the employee shall be made whole.
- G. No employee shall be discharged or disciplined without just cause.
  - H. In the event a complaint or charge is made by any person or group against an employee the individual shall be given full information with respect thereto and with respect to investigation conducted by the Board.
  - I. The Board shall provide liability insurance for its employees while they are acting within the scope of their duties.
  - J. The duties of an employee shall not be transferred to regularly employed persons of the Board not in the bargaining unit, except in cases of emergency. The TRANSPORTATION DIRECTOR may drive bus only in emergencies or circumstances where sending a regular bus driver will cause undue financial hardship, but not to include any regularly scheduled extracurricular event. The transportation director shall inform the driver's representative before trip is taken; such trips to be called "special trips".
  - K. The district will have and administer a policy that prohibits sexual harassment.
  - L. The Code of Student Conduct will be distributed to all students and staff at the beginning of each school year.
  - M. Participation in Site-Based Decision-Making (SBDM) is voluntary. No SBDM/School Improvement (SIP) committee shall engage in collective bargaining. All employees who participate in SBDM/SIP activities (meeting/training) which are scheduled during an employee's regular work day shall be released from duties without loss of time or pay.

## ARTICLE 7

### SENIORITY (Probationary Employees)

- A. New employees hired in the unit shall be considered probationary employees for the first sixty (60) days worked. When an employee finishes the probationary period, he shall be entered on seniority list of the unit from the first day worked. There shall be no seniority among probationary employees. Sick leave and personal leave benefits do not apply during the probationary period.
- B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except for probationary employees discharged and/or disciplined for other than union activity.
- C. Highest seniority for employees hired on the same date shall be determined by a drawing conducted by the Association with a District Representative and the employees concerned present.



## ARTICLE 8

### SENIORITY

- A. Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- C. The Employer shall prepare, maintain, and post the seniority list. The initial list shall be prepared and posted in all buildings of the District within thirty (30) work days after the effective date of this Agreement with revisions and up dates posted semiannually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.
- D. Seniority shall be within classification, in accordance with the employee's last date of hire. Classification shall be: Food Service Personnel, Custodian/Maintenance, Office Personnel, Transportation, Paraprofessional Personnel.
- E. Employees having continuous employment beginning in districts which have consolidated into the Tahquamenon Area School District or those persons who shall become Tahquamenon Area School District employees as a result of any future consolidation which may take place shall be given rank on the seniority list as of the date of most recent employment in respective districts. The seniority rank shall be within respective classification grouping.
- F. Any employee commencing employment prior to January 1, and who has been employed for at least ninety (90) working days shall have for the purpose of vacation and salary adjustment a full year by the next June 30, following their employment.

## ARTICLE 9

### LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- A. He quits.
- B. He is discharged.
- C. He is absent without notifying the Employer. In proper cases, exceptions will be made. If the first unnotified absence is for one day or less, employee shall receive a written warning. After a second such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority. The parties agree that the second such absence without proper excuse is just cause for discharge. If the disposition made on any such case is not satisfactory, the matter shall be referred to the Grievance Procedure.
- D. He does not return to work when recalled from layoff as set forth in the recall procedure.
- E. Employee remains in a non-bargaining unit position for more than six (6) months.

## ARTICLE 10

### LAYOFF AND REDUCTION IN PERSONNEL

- A. When the employer determines that a reduction in the work force is necessary due to decrease of work or reduction in financial resources, there shall be no reduction in the work hours of an employee without prior notification and prior consultation with the Association.
- B. Upon determination by the Employer that a reduction in work force is necessary, the Employer shall meet with the proper Association representatives at least thirty (30) days prior to the effective date of layoff or reduction in hours. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff or reduction in hours, their names, seniority, job titles, and work location.
- C. When a layoff takes place, probationary employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority. By classification, the least senior employee on the seniority list shall be laid off first.

In the event of a layoff or reduction of hours, senior employees shall have the right to bump positions within that classification only. The administration shall post a list of available positions. Within ten (10) days after posting, the staff and administration shall meet. The most senior persons may then exercise their right of seniority to fill a posted position until all positions are filled.

- D. Employees to be laid off or reduced in hours will receive at least fourteen (14) calendar days advance notice of the layoff.
- E. There will be no overtime in excess of ten (10) continuing work days if there is an employee who is laid off and who is qualified to perform the work assignment.
- F. Insurance being paid by the Board shall be paid through the end of the month following the month in which the layoff occurred.
- G. An employee on layoff status shall retain seniority rights attained at the time of layoff. Laid off employees may continue their health, dental, vision and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the employer so long as the insurance carrier, by policy, permits individual payment at group rate after time allotted in F.
- H. A laid off employee shall be allowed to "bank" or "retain" unused sick days up to contractual limits.

## ARTICLE 11

### RECALL PROCEDURE

When the working force is increased after a layoff, laid-off employees will be recalled according to seniority within their respective classification groups, with the most senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at the employee's last known address by registered mail. If a laid-off employee fails to report to work within ten (10) calendar days from verification of receipt he shall be considered a quit. Employees will remain on the layoff list for three (3) years from their last day of employment. Thereafter, the laid-off employee can extend that time on the layoff list on a yearly basis by providing written notice before June 30, of each subsequent year.

## ARTICLE 12

### TRANSFER

- A. **Transfer of Employees:** If an employee transfers to a position under the Employer, not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights for the purpose of any benefits provided in this Agreement. Any employees remaining in a non-bargaining unit position after six (6) months shall lose all seniority rights.
- B. If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than thirty (30) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be allowed in such cases. Location refers to move from Newberry to Curtis, and vice versa.

## ARTICLE 13

### JOB POSTINGS AND BIDDING PROCEDURES

- A. All vacancies and newly created positions including additional hours within the bargaining unit shall be posted for at least five (5) working days prior to filling of the vacancies. Employees interested shall apply in writing within five (5) working days posting period. The job shall be awarded or denied within seven (7) working days after the last date of the posting period. All vacancies of newly created permanent positions within the bargaining unit shall be filled on the basis of seniority and qualifications. The vacancies will be posted, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Lateral transfers not involving a raise in pay will be made only with prior approval of the Employer. The senior employee applying for the position including additional hours who meets the minimum requirements shall be granted up to four (4) weeks trial period to determine his ability to perform the job.
- B. The job shall be awarded or denied within seven (7) working days after the posting period. The Association president shall receive notification of all bargaining unit applicants for the position and the successful candidate. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to the employee and the Association representative. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The employer shall furnish the president with a copy of each job posting at the same time the postings are posted on the bulletin boards.
- C. Transfers shall be made on the following basis:
  - STEP 1: First consideration shall be given to employees in the district in the same classification series who meet the minimum qualifications for the job under consideration. In the event there is more than one applicant for transfer, consideration shall be given the employee with the most seniority in the classification series.
  - STEP 2: In the event the transfer is not made under Step 1, consideration shall next be given to other employees in the bargaining unit who meet the minimum qualifications for the job under consideration. In the event there is more than one applicant for the transfer, consideration shall be given the employee with the most seniority in the bargaining unit. When a vacancy or newly created position occurs after the beginning of a semester and the position is awarded to a current bargaining unit member the transfer may become effective at the beginning of the next semester after the employer and the association hold a special conference to examine the circumstances.

STEP 3: If no interest is shown within the bargaining unit during the interval posting period, or if applicants from within the bargaining unit do not meet the minimum qualifications for the job under consideration, the manner in which the job will be filled will be at the sole discretion of the Employer.

- D. During summer, the employer shall maintain a "job posting hot line" by furnishing the bargaining unit with a telephone number. Bargaining unit members shall receive a copy of any and all job postings via the U.S. mail during summer vacation.
- E. During the trial period the employee shall have the opportunity to revert back to the employee's former classification. If the Employer determines through evaluation that the employee is unsatisfactory in the new position, the employee shall revert back to the employee's former classification. In the event the employee disagrees it shall be a proper subject for the Grievance Procedure.
- F. During the trial period, employees will receive the pay rate of the job they are performing.

#### ARTICLE 14

##### UNPAID LEAVES OF ABSENCE

- A. Upon written application and subject to legal requirements including the Family and Medical Leave Act, leaves of absence for periods not to exceed one (1) year will be granted, in writing, without loss of seniority, for:
  - 1. Serving in any elected or appointed position, public or union;
  - 2. Child care leave;
  - 3. Illness leave (physical or mental);
  - 4. Prolonged illness in immediate family;
  - 5. Education leave;
  - 6. Other, as may be deemed appropriate by the Board.

A second leave of absence request for the same purpose may be approved at the Board's discretion if such a request is made within twelve (12) months of the return from the initial leave or if required by law.

After a one (1) year unpaid leave of absence, employee should notify district, if possible, in writing at least sixty (60) days prior to end of said leave, of intent to return to work or request a second leave. If the employee fails to return at the expiration of the leave, the employee may be subject to disciplinary action.

- B. Employees shall accrue seniority while on any leave less than ninety (90) calendar days, however, if a leave is in excess of ninety (90) calendar days, seniority shall be frozen at the time of the leave as granted by the provisions of this Agreement. An employee on leave shall be returned to the position he held at the time the leave of absence was granted or to a position to which his seniority entitles him.

## ARTICLE 15

### ASSOCIATION ACTIVITIES

- A. The Association and its representatives shall have the right to use Board buildings at reasonable hours for meetings which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the buildings prior to the beginning of the work day nor until 10:00 p.m.
- B. The Association shall be permitted to transact official Association business on Board property at all reasonable times, provided that it shall not interfere with, or interrupt, normal operations. The Association agrees to follow normal scheduling procedures for use of said facilities.
- C. Whenever an employee is scheduled, during working hours, to participate in conferences, meetings, or negotiations, he/she shall suffer no loss of pay, and when necessary, substitute service shall be provided.
- D. The Employer shall provide up to four (4) days per year of release time for the conducting of Association business as deemed appropriate by the Association President. Effective September 1992, four (4) additional days per year shall be granted and the Association will pay for the sub if one is provided.
- E. The board minutes and agenda of all regularly/special meetings shall be given to the Association President at the time they are sent to the board members.

## ARTICLE 16

### RATES FOR NEW JOBS

When a new job is created the Employer will notify the local Association President of the classification and rate structure. In the event the Association does not agree that the classification and rate are proper, it shall be subject to negotiations.

## ARTICLE 17

### JURY DUTY

An employee who serves on jury duty or is subpoenaed will be paid the difference between his/her pay for jury duty or witness fee and his/her regular pay. Any compensation received as a jurist or witness, excluding expenses, shall be remitted to the School District Business Office.

## ARTICLE 18

### WORKER'S COMPENSATION (On-the-Job Injury)

- A. Each employee will be covered by the applicable Worker's Compensation laws and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, if requested by the employee in writing, in addition to his Worker's Compensation an amount to be paid by the Employer sufficient to make up the difference between Worker's Compensation and his net weekly income up to the exhaustion of his sick leave.

## ARTICLE 19

### WORKING HOURS, WORK LOADS, AND ASSIGNMENTS

- A. All working conditions, hours, or assignments shall be based on Board approved job descriptions. Job descriptions shall be developed by the Department Supervisor, the Union Steward in a classification, and his or her designee. Job descriptions shall be made available to each Association member within Thirty (30) days of the ratification of this Agreement.
- B. Custodian hours may be changed with the approval of the Superintendent of Schools or his designee which shall be mutually advantageous to both the custodian and the Board.
- C. Employees in the classification of Custodial/Maintenance who work at or after 3:00 p.m. shall receive, in addition to their regular pay, \$.50 per hour for all hours worked on a shift. Shift differential shall not be used in computing any payments for hours not worked. Custodial/Maintenance employees will utilize a time sheet/time clock for payroll computation.
- D. There shall be no split shifts in these classifications excluding transportation employees.
- E. Overtime for custodians shall be on a rotating basis.
  - 1. One and one half times the employees' regular rate of pay shall be paid for all time worked in excess of the employees contracted weekly 40 hour work schedule.
- F. If employees are required to administer medications, perform medical procedures or provide health-related services to a student which requires specialized medical training, the district shall:
  - 1. Provide appropriate training to affected employee(s).
  - 2. Provide the employee with written instruction as to the procedure.
  - 3. Provide a name and telephone number of the person to contact regarding the medication or procedure.
- G. All members shall receive a paid fifteen (15) minute break during the first part of the work day, a minimum one half hour duty free lunch, and for all eight (8) hour employees, a fifteen (15) minute break during the last part of the workday. The custodial /maintenance staff shall have a choice, upon mutual agreement between the supervisor and employee, to have either a one-half (1/2) hour or a one (1) hour duty free, uninterrupted lunch period.
- H. During the June - August period when school is not in session for students, employees may work ten hours per day four days per week provided there is custodial staff present Monday thru Friday.
- I. Bargaining unit members shall be reimbursed for the cost of licenses or the renewal of licenses required for the bargaining unit member to perform their job or position. Bargaining unit members shall be reimbursed for test expenses incurred to satisfy mandated ESEA and state certification requirements. Payment shall be made when certification requirements have been met.
- J. Custodians, upon mutual agreement between the supervisor and the employee, may elect a minimum of ten (10) hours between shift ending and shift starting times. Custodians working beyond their normal regularly scheduled work time, may delay their next starting shift by the amount of time it would take to meet the ten (10) hour minimum time period.



## ARTICLE 20

### BEREAVEMENT LEAVE

- A. In the event of a death in the immediate family, employees may take up to five (5) days to make necessary arrangements and/or to attend the funeral with pay not chargeable to the employee's allowance of sick days.
- B. The immediate family shall be defined as husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, grandchildren, brother, sister, brother-in-law, sister-in-law, or any other relative or non-relative living and making his/her home in the employee's household.

## ARTICLE 21

### SICK LEAVE

- A. School year employees (employees who work during the school calendar year) shall receive ten (10) days sick leave at the beginning of the school year based on hours worked per day. All other employees shall receive twelve (12) sick leave days also based on the hours worked per day. Employees shall accumulate sick leave based on hours worked per day. Sick leave shall be used in cases of personal illness, illness in the immediate family, to attend the funeral of a friend, or for any other approved reason. Prior sick days accumulated shall be converted to hours based on proration of hours worked.
- B. Sick days are accumulated to one thousand one hundred fifty-two hours (1,152). Any employees having an accumulation of at least one thousand one hundred fifty-two (1,152) hours at date of retirement shall be compensated at the rate of Twenty (\$20.00) Dollars per day (based on a six hour day) for each unused sick day earned and unused in excess of the one thousand one hundred fifty-two (1,152) hours. A day earned will be a day compensated for regardless of assignment.
- C. In the event an employee's employment is terminated through retirement, the employer agrees to pay one-half (1/2) of the employee's hourly rate of pay for each hour of accumulative sick leave to the employee to a maximum of one thousand one hundred fifty-two (1,152) hours or Two Hundred Fifty (\$250.00) Dollars, whichever is the greater amount.
- D. In the event of an employee's death, the employer agrees to pay one-half (1/2) of the employee's hourly rate of pay for each hour of accumulative sick leave to the employee's designated beneficiary up to a maximum of one thousand one hundred fifty-two (1,152) hours or Two Hundred Fifty (\$250.00), whichever is the greater amount.
- E. All school employees, regardless of hours worked, shall be granted unpaid leave covered under the Family and Medical Leave Act of 1993 (FMLA) upon request and approval by the Board or its designee. It is understood that the amount of leave necessary shall be the number of days at that employee's normal work hours. No employee shall receive more than twelve (12) weeks multiplied by hours worked during any twelve month period, as specified by FMLA. Any employee who pays a portion of their health insurance premium shall continue to be responsible for this amount during FMLA.
- F. In the event of catastrophic or long term illness, Support Staff employees shall have the right to donate sick leave hours to another support staff employee with the Superintendent's approval.

## ARTICLE 22

### PERSONAL BUSINESS DAYS

- A. Each school year employee shall be allowed three (3) personal days, based on their hours worked per day, which shall be taken at the discretion of the employee.
- B. Employees working two hundred (200) days or more shall be allowed four (4) personal days, based on their hours worked per day, which shall be taken at the discretion of the employee.
- C. The employee shall give three (3) school days' notice, except in the case of emergency. No more than three (3) employees within the bargaining unit may take business days on the same date unless approved by the administration. Business days shall be issued on a first come, first served basis. In the event that three (3) employees have made application for business days on one date and an additional employee or employees request a day because of emergency, the additional employee or employees shall be granted said day, with the approval of the superintendent or the superintendent's designated agent.
- D. Unused personal time shall be credited towards the employee's accumulated sick leave effective June 30, of each year.
- E. Requests immediately preceding and following vacation periods, must have administrative approval: Thanksgiving, Christmas, Easter, Memorial Day.

## ARTICLE 23

### HOLIDAYS AND INCLEMENT WEATHER

- A. Employees shall be paid for regularly scheduled days which are canceled due to an act of God and are not required to be rescheduled to maintain the District's receipt of full state aid payments. The Maintenance Supervisor, or his/her designee, shall notify those employees working on the first shift of school cancellations as soon as possible.
- B. School year hourly employees will receive pay for four (4) holidays. The holidays are: Thanksgiving, Christmas, New Years and Good Friday. All other employees shall be allowed a four (4) hour work day the day before Christmas and New Years if those days fall on a week day. In case of an emergency, the employer may request that the day be extended with commensurate time off for extended time on the days before Christmas and New Years.
- C. Employees working two hundred (200) days or more will not report to work on scheduled holidays during their scheduled work year. When holidays fall on a Saturday or Sunday, the preceding Friday or the following Monday shall replace that day. (Christmas, New Years, Fourth of July). Custodians who choose to work July 4th shall be compensated at double time pay.
- D. Employees will not report to work on days of inclement weather conditions unless required to do so and if required to do so employees will receive either compensatory time off at a mutually agreed upon time or regular rate of compensation. In the event, the day after Thanksgiving and November 15, are part of days not in session they shall be compensated.
- E. A holiday shall be defined as Christmas Day, New Years Day, Thanksgiving, Good Friday, Memorial Day, July 4th and Labor Day.



## ARTICLE 24

### VACATIONS

- A. Secretaries shall receive all in year vacations, a minimum of twenty (20) days. All twelve month secretaries will receive One (1) additional week.
- B. Custodians:
- 0-2 year- 1 week
  - 3-5 years- 2 weeks
  - 6-9 years- 3 weeks
  - 10 years and over- 4 weeks
- C. Vacations shall be scheduled at any time during the year.

## ARTICLE 25

### INSURANCE COVERAGE

- A. The Employer agrees to provide MESSA PAK Choices II with a \$500/\$1000 deductible, \$20 office visit and the SuperSaver Rx plan program for the employee and employee's family (as defined by the insurance carrier) for the term of this Agreement.
1. Employees shall have paid insurance coverage pro-rated on a six (6) hour day.
  2. Employees employed on a less than full-time basis shall receive insurance benefits on a pro-rated basis.
  3. Employees will pay ten percent (10%) of the annual PAK premium.
  4. The employee's ten percent (10%) share of the insurance premium will be paid in the following manner:
    - For those electing twenty six (26) pays, the employee's 10% share will be deducted from the employee's pay in 26 equal installments throughout the calendar year, beginning on September 1.
    - For those electing twenty (20) pays, the employee's 10% share will be deducted from the employee's pay in 20 equal installments throughout the academic year, beginning on September 1.
  5. Switch to SuperSaver RX plan
    - a) Beginning with the 2009/2010 school year (July 1, 2009 - June 30, 2010), a fund of \$2500 will be maintained each year by the Board to reimburse members for incurred prescription co-pays in excess of \$250. After submitting proof that the family has incurred \$250 in RX co-pays, a member can submit proof of additional covered RX co-pays for reimbursement. Proof of payment must include date, amount of co-pay, member or dependent's name, but the name of RX may be redacted. The yearly reimbursement period of RX co-pays will be July 1 thru June 30 of the ensuing year. If the total of the collectively submitted claims exceed the \$2500 in the pool, payments will be made on a prorated basis. (Board will not pay cost difference between brand name and generic, if brand name is not medically necessary.) Receipts will be received between August 31st and November 1st for the prior year to make sure potential proration is accurate.

PLAN A (for employees needing health insurance)

Insurances:

- a. The board agrees to provide MESSA PAK CHOICES II with a \$500/\$1000 deductible and \$20 office visit and SuperSaver RX plan or MESSA PAK PLAN B for each employee.
- b. If an employee elects MESSA PLAN B or Plan C the employee shall be eligible to participate under the district's Flexible Benefits Plan, (Cafeteria Plan Document; Section 125 of the Internal Revenue Code of 1986). Upon annual completion of an Election of Cafeteria Plan Benefits and Salary Reduction Agreement, subscribers of Plan B and Plan C will be eligible for available health/life options and cash-in- lieu of benefits up to an amount of \$150.00 as outlined in the plan.
- c. The cash-in-lieu of health benefits amount will increase to \$5,000 per school year (July 1, 2011 thru June 30, 2012), paid on a bi-weekly basis over twenty (20) or twenty-six (26) pays, as the employee elects for their regular contract and prorated over the school year.

MESSA Choices II	SuperSaver Prescription Plan
Long Term Disability	60% \$2,500 maximum 180 calendar days - modified fill Freeze on Offsets Alcoholism/Drug-Addition 2 year Mental/nervous 2 year
Delta Dental	80/80/80: \$1,500
Negotiated Life	\$20,000 AD&D
Vision	VSP-3+
<u>PLAN B For employees' not needing health insurance</u>	
Delta Dental	80/80/80: \$1,500
Vision	VSP-3+
Negotiated Life	\$20,000 AD&D
Long Term Disability	60% Same as above

In the event a National Health Program is enacted that would affect the benefits in this agreement, both parties would agree to meet and negotiate over the impact of such a program on the above benefit package.

ARTICLE 26

CONSOLIDATION OR ELIMINATION OF JOBS

- A. The Employer agrees that any consolidation or elimination of jobs shall not be effected without a special conference held not less than thirty (30) days before the implementation of such consolidation or elimination of jobs.

ARTICLE 27

DISTRIBUTION OF AGREEMENT

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer.

ARTICLE 28

EMPLOYER RIGHTS

- A. In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Tahquamenon Area School District consistent with community resources, the Employer retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Employer by law including by way of illustration, and not by way of limitation the following:
1. The supervision, direction, and control of the management and administration of the school system, its properties and facilities.
  2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.
  3. Direct the work of all personnel, determine the number of shifts and hours of work.
  4. The right to determine the size of the work force, including the right to lay off employees.
  5. Adopt rules and regulations.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the employer and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Employer except as otherwise limited by express provisions of this Agreement.

ARTICLE 29

AGENCY SHOP

- A. Employees covered by this Agreement at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union as certified by the Union in compliance with the law that governs agency shop fee assessments. The employee may authorize payroll deduction for such a fee.
- B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union as certified by the Union in compliance with the law that governs agency shop fee assessments commencing the thirtieth (30th) day following the beginning of their employment in the unit.

- C. The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, suites, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or be reason of, action by the Board for the purpose of complying with Sections A and B.

ARTICLE 30

SUBCONTRACTING

- A. The Superintendent will meet and consult with the Association President and/or their representatives before subcontracting work out.

ARTICLE 31

MISCELLANEOUS

- A. Employees shall receive their pay checks by eleven o'clock (11:00 a.m.) on every other Friday with 20 or 26 pays per year at employee request.
- B. The Employer will make available a copy of the employee's accumulated sick leave at the start of each year in the second pay check in September.
- C. The parties agree to attach copies of the calendar to the contract.
- D. The employer agrees to provide employees with an itemized statement of extra duty pay.
- E. Each employee shall have the option of selecting to have checks mailed or picked up on the payday. Such selection shall be in writing.
- F. Cameras installed on buses will be used to assist the driver in maintaining a safe and orderly environment. Should taping bring into question a driver's behavior, the issue will be discussed by the transportation director and the driver concerned.

ARTICLE 32

APPENDICES

The following appendices are incorporated and made a part of this Agreement:

Appendix A - Classification and Rates  
Food Service Personnel  
Paraprofessional Personnel  
Custodian/Maintenance  
Office Personnel  
Transportation

Appendix B - Calendar

ARTICLE 33

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE 34

BUS DRIVERS

Pay Schedule - Extra Trips

1. Bus Driver shall be paid at the regular rate as per their regular run. For time in excess of their regular runs, the bus driver shall be paid at their regular hourly rate per schedule while driving. "Waiting time" between extra driving events (i.e. athletic contests, field trips, etc.) shall be paid at the rate of sixty-five percent (65%) of the driver's regular rate of pay.
2. Portal Pay
  - (a) Portal Pay shall be defined as compensation which will be paid to the drivers whose routes start at a location other than the TAS Bus Garage, for the time it would take to return the bus from the Newberry School to the starting point of the route at the beginning of the school day and returning the bus to the Newberry School to transport students home at the conclusion of the school day.
  - (b) Unless otherwise permitted, all busses shall remain at the TAS Bus Garage for the school day.
  - (c) Portal Pay compensation shall be the employees' regular pay rate.
3. On overnight trips, the driver shall be compensated for driving time or eight (8) hours per day, whichever is greater. When trips of 300 miles or more one way must be made without an overnight, then two (2) drivers will be assigned.
4. All qualified bargaining unit members gaining seniority as bus drivers shall be allowed to sign up for extra trips. The extra trips will be covered in the following manner:
  - (a) 1. Drivers who wish to drive extra trips during the school year, must sign up within seven (7) working days of the beginning of the school year. (New Drivers – within seven (7) working days after completion of probationary period.)
  2. Drivers who sign up will be numbered according to seniority.
  3. Extra trips will be numbered, consecutively as they are received in the director's office. Drivers will be given twenty-four (24) hours notice whenever possible.

4. Drivers assigned to a trip will see that the trip is covered or will call the director's office as soon as possible.
5. During May, drivers may sign up for the summer trips. The same procedure will then be followed as during the school year.
6. Drivers wanting to drive intra-school-district trips will sign up within seven (7) working days of beginning of the school year. These runs will be posted at the bus garage and the drivers who have signed up will determine who will drive each trip.
7. If a trip is posted while a driver is off work then that driver is not eligible to drive and the next person in rotation on the extra trip assignment list shall receive the assignment.
  - (b) All regular subs drivers.
  - (c) All other qualified bargaining unit members on a rotating basis.
  - (d) Other certified drivers.
8. Warm-up /pre-trip inspection/clean up time shall be 40 minutes per day. (20 minutes at the beginning of the day and 20 minutes at the conclusion of the day).
9. Drivers keeping buses at home and operating engine block heaters in cold weather will be reimbursed One Hundred (100) dollars per bus annually for electrical costs.
10. Drivers with more than two years experience shall be reimbursed for mileage and meal expenses necessary to keep their driving certification in effect. The regular hourly rate will be paid for instruction time required.
11. All bus runs shall be compensated at a minimum of two (2) hours pay per run plus warm-up time.
12. Bus drivers are expected to operate school buses in a safe manner as per their CDL training. Moving violations subject to conviction as outlined in the Michigan CDL manual will be handled by law enforcement. For minor violations, drivers will be subject to due process procedures as outlined in the Support Personnel Contract.

## ARTICLE 35

### DURATION OF AGREEMENT

The terms and conditions of this Agreement shall be effective upon September \_\_, 2011 and continue in full force and effect until June 30, 2012.

- A. If either party desires to amend and/or terminate this Agreement, it shall sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.
- C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

E. Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the local Association, and to the Employer, with such addresses as the Association or the Employer may make available to each other.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives the day and year first written above.

By: \_\_\_\_\_  
President of the Board

By: \_\_\_\_\_  
President of the Association

And \_\_\_\_\_  
Secretary of the Board

And \_\_\_\_\_  
Secretary of the Association

APPENDIX A

TAHQUAMENON SUPPORT PERSONNEL ASSOCIATION

SALARY SCHEDULE

CLASSIFICATION AND RATES OF PAY

2011/2012 School Year

Paraprofessional Personnel

No Raise 2011/2012

1.00	Step 1	(1st Year)	\$11.19
1.03	Step 2	(2nd Year)	\$11.48
1.06	Step 3	(3rd Year)	\$11.82
1.09	Step 4	(4th Year)	\$12.17

Food Services Personnel

1.00	Step 1	(1st Year)	\$11.19
1.03	Step 2	(2nd Year)	\$11.48
1.06	Step 3	(3rd Year)	\$11.82
1.09	Step 4	(4th Year)	\$12.17
Assistance Chief Cook			\$13.20

Custodians

1.00	Step 1	(0-2 Years)	\$13.62
1.015	Step 2	(3-5 Years)	\$13.82
1.03	Step 3	(6-9 Years)	\$14.02
1.045	Step 4	(10 or more Years)	\$14.24

Assistant Chief Custodian:

1.17	of Step 1	\$15.93
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Office Personnel

1.00	Step 1	(0-2 Years)	\$11.35
1.15	Step 2	(3-5 Years)	\$13.04
1.30	Step 3	(6-9 Years)	\$14.74
1.45	Step 4	(10-12 Years)	\$16.44
1.60	Step 5	(13 or More)	\$18.16

Transportation

1.00	Step 1	(0-3 Years)	\$15.74
1.01	Step 2	(4-9 Years)	\$15.89
1.02	Step 3	(10 or More)	\$16.03

Extra Curricular Trips Non-Driving @ 65% Regular Rate of Pay

Longevity

No Raise 2011/2012 Year

After 5 years	\$316.92
After 8 years	\$507.03
After 10 years	\$760.55
After 12 years	\$887.31
After 15 years	\$1,077.43
After 20 years	\$1,267.56