

**MASTER AGREEMENT**  
**BETWEEN THE**  
**BOARD OF EDUCATION OF**  
**WHITEFORD AGRICULTURAL SCHOOLS**  
**AND THE**  
**WHITEFORD EDUCATION SUPPORT PERSONNEL ASSOCIATION**

**July 1, 2013 – June 30, 2017**

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## **ARTICLE 1 – DURATION OF AGREEMENT{PRIVATE }**

This Agreement will be effective as of February 9, 2016 and will continue in effect until June 30, 2017. The administration and associations covered under this Agreement agree that all language and provisions contained within the past Agreement will carry over unto this Agreement with the exception of those provisions or articles we agree to amend. This Agreement and all its terms, conditions and effects will expire on the date indicated. Arrangements for negotiations between the parties for a new agreement will begin sixty days before the expiration date. This Agreement may be extended by mutual written consent of the parties.

## **ARTICLE 2 – RECOGNITION**

The Whiteford Board of Education recognizes the WESPA, MEA-NEA to be the exclusive bargaining representative for all full and part-time maintenance, all full and part-time drivers, aides(s) on special education bus(es), excluding supervisors, substitutes, and all others.

## **ARTICLE 3 – BOARD'S RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the Board of Education of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its business, equipment, and operations.
  - 2. Continues its rights, policies, and practices of assignment and direction of its personnel and scheduling.
  - 3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, layoff, and determine the size of the work force.
  - 4. Determine the services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.
  - 5. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
  - 6. Determine the qualifications of employees, including job descriptions and the essential job functions of employees.
  - 7. Determine overall goals and objectives, as well as all policies affecting the educational programs.
  - 8. Determine the number and location or relocation of its facilities, including the

establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

9. Determine the size of the management organization, its functions, authority, amount of supervision and the table organization.
  10. Determine all financial policies, including all accounting procedures, and all matters pertinent to public relations.
  11. Determine class scheduling, as well as the duties and responsibilities of other employees with respect to such scheduling.
- C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of, a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

#### **ARTICLE 4 – WORKING HOURS**

- A. Maintenance personnel will be employed twelve (12) months of the year. Bus drivers will be scheduled not less than the number of instructional days each school year.
- B. The normal working days shall be: Full-time maintenance eight hours per day, (full-time employees are authorized forty (40) hours of work each week). Bus drivers and special education aide(s) daily hours will be scheduled as required by the needs of the district.
- C. Paid rest break shall be scheduled as follows:
- Maintenance..... (2) 15 minute breaks per shift
- Break time cannot be used to extend lunch break or shorten the workday, unless approved by a supervisor.
- D. Maintenance personnel shall be entitled to one-half hour unpaid lunch break during each shift.
- E. The school year will consist of the number of days of instruction as determined by the Board of Education. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities, shall be rescheduled to insure that there are the minimum number of days of actual student instruction as required by law.

Maintenance employees are expected to report to work as scheduled by their supervisor and will receive their regular wages.

Bus drivers will receive their regular pay for the first two (2) "grace days" pertaining to days of school canceled for "Act of God" reasons. However, for all subsequent days of school canceled due to "Act of God" reasons, bus drivers will not receive their regular pay; rather, they will receive their regular pay when they actually work when "Act of God" days are rescheduled at the end of the school year. On hazardous driving days when school has been canceled, the maintenance employee will be given one (1) hour leeway to report to work before being docked provided notification is given to the supervisor.

Attendance at the annual opening bus drivers meeting is mandatory, unless approval is obtained from supervisor and/or superintendent. Bus drivers will be compensated for attendance at this meeting per Article 15, Sec. E (special inservice programs).

- F. An accurate record of each maintenance employee's actual working hours shall be maintained. Each payroll check shall reflect those hours. Bus drivers on regular routes will be credited with three and one-half (3 1/2) hours per day. All special routes which operate on an hourly basis will reflect actual hours worked.
- G. All work time will be calculated to the nearest quarter of an hour.

**ARTICLE 5 – HOLIDAYS**

- A. Full-time employees shall be entitled to the following paid holidays. Full-time employees are those who work thirty-five (35) hours weekly all year.

Labor Day	New Year's Eve	Martin Luther King, Jr. Day **
Thanksgiving	New Year's Day	July 4
Day After Thanksgiving	Presidents' Day **	
Christmas Eve	Good Friday	
Christmas Day	Day After Easter **	
Day After Christmas	Memorial Day	

\*\* If school is in session on Presidents' Day or Martin Luther King, Jr. Day, or the day after Easter, employees will be required to work without receiving additional holiday pay.

Other employees shall be entitled to the following paid holidays for the 2015-16 school year:

Thanksgiving	Good Friday	Martin Luther King, Jr. Day **
Day After Thanksgiving	Memorial Day	
Christmas Day	Labor Day *	
Presidents' Day **		

Beginning with the 2016-17 school year, other employees shall be entitled to the following paid holidays:

Thanksgiving	Day after Thanksgiving	Christmas Eve
Christmas Day	New Year's Day	Good Friday
Memorial Day	Labor Day*	

\* When school is in session prior to the Labor Day weekend.

\*\* If school is in session on Presidents' Day and/or Martin Luther King, Jr. Day, employees will be required to work without receiving additional holiday pay.

- B. Employee must work the scheduled work day before and day after a holiday to receive holiday pay, unless approval is obtained from supervisor and/or the superintendent.

**ARTICLE 6 – VACATION**

- A. Maintenance personnel working at least thirty-five (35) hours per week after 120 calendar day probationary period will be entitled to vacation pay as follows:

After 1 year of service (July 1 to June 30) .....one week  
After 2 years, after 3 years, and after 4 years of service..... two weeks  
After 5 years through 9 years of service..... three weeks  
10 or more years of service..... four weeks

Vacation shall be credited July 1 each year for eligible employees. Those employees with less than one year of credited service in their first year of employment will have their vacation days prorated from the end of their 120 calendar day probationary period through June 30. Example: Employee hired on January 1 would finish probation on April 30, and so would receive 5/6 of a day rounded to 1 vacation day on July 1 of the following fiscal year, then work July 1 to June 30, completing one full year of service and receive one week (five days) vacation on the following July 1. Then, work July 1 to June 30 and receive two weeks (ten days) on the following July 1.

No vacation days will be scheduled without the approval of the supervisor or superintendent three days in advance.

Upon approval of the administration, bus drivers may take up to five (5) days off unpaid each year if a substitute driver is available to drive the route. It is further understood such leave shall not be granted for the first day or the last day of the school year nor on the working day immediately preceding or following a vacation period, school break, or holiday.

- B. All vacation time will be calculated on the basis of half day or whole day and must be used in the year it is credited unless an exception is approved by the supervisor.

**ARTICLE 7 – PAID LEAVES**

- A. Sick leave:

1. Any new employee in maintenance working thirty-five (35) hours or more per week will earn one sick day per month. Bus drivers will earn one day per month (September through June; ten (10) days per year).
2. Probationary employees will be entitled to no benefits of any kind, until they have completed the one hundred twenty (120) calendar day probationary period. Those employees eligible for health insurance will receive coverage after ninety (90) calendar days.

- B. Unused sick leave shall accumulate from year to year. This accumulation will be capped at one hundred eighty (180) days. An employee with more than 180 days accumulated

as of March 15, 2011 will be capped at that number. Employees receive an accounting of sick leave on each pay stub.

- C. Employees may use personal sick days for family illness without limitation up to their total accumulation of sick days. Family shall be defined as spouse, child, sibling, parent, parent-in-law or grandparent of the employee.
- D. Up to three days per year shall be available to each employee in order to conduct personal business which cannot be conducted outside the regular working hours. Such leave shall not be used for seeking other employment, rendering service or working either with or without remuneration for themselves or for anyone else, for hunting, for fishing, or other vacation or recreational activities. It is further understood such leave shall not be granted for the first day or the last day of the school year nor on the working day immediately preceding or following a vacation period, school break, unpaid leave of absence, or holiday. Such days will be added to sick leave accumulation. No less than one half (1/2) personal business day may be used at any one time by employees. An employee planning to use a personal leave day(s) will notify his/her supervisor seventy-two (72) hours in advance except in cases of emergency.
- E. Bereavement leave will be granted, up to three days per occurrence without limit, in the event of a death in the immediate family of the employee. Immediate family will be defined as spouse, child, parents, siblings, parents-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren. The Board may require proof of relationship. This leave will not be charged to the employee's sick leave account.
- F. Court witness: Court appearance as a witness except when the preceding is concerned with the commission of a circuit court misdemeanor or felony for which the employee is finally adjudged to be guilty in a court of competent jurisdiction, or when a question of subornation arises. Employee will be paid while serving on jury duty with the jury stipend returned to the district.

#### **ARTICLE 8 – UNPAID LEAVES**

- A. At the employee's request, the Board of Education may approve an unpaid leave of absence for periods of up to sixty days. To be approved for an unpaid leave the employee must have used all available sick leave, personal leave, and vacation time. Extensions of such leaves may be considered.

#### **ARTICLE 9 – SENIORITY**

- A. Seniority shall be defined as the length of service in the district since the last date of hire.
- B. Classification seniority shall be defined as the total length of service within a classification (bus driver, special education bus aide, maintenance).
- C. Seniority is lost when an employee is terminated for cause, quits, or retires.
- D. Seniority shall not be lost when an employee is on an unpaid leave of absence or on layoff. However, during such periods seniority shall be frozen and shall not continue to accrue, except during a leave of absence for personal or family illness (1 year maximum).

- E. The Board shall maintain a seniority list with each employee ranked in order of seniority. Classification(s) seniority held by each employee shall be noted attendant to the employee's name. Said list shall be updated periodically and published. Errors which may be noted shall be communicated to the superintendent for correction.

#### **ARTICLE 10 – LAYOFFS**

- A. In the event the Board determines that layoffs are necessary within a classification, the employee with the least classification seniority from within that classification shall be laid off.
- B. No employee will be laid off without at least three (3) weeks written notice.
- C. Employees on layoff shall be recalled to vacancies in classifications within which they hold classification seniority in order of greatest classification seniority.
- D. In the event a vacancy occurs within a classification from which no employee is on layoff, employees on layoff from other classifications shall have the right of first refusal for that vacancy. Any employee recalled to work in another classification who cannot demonstrate the ability to perform the work during a twenty (20) workday trial period shall be returned to the layoff list.
- E. Employees who are recalled to vacancies within their classification and either refuse the job or fail to become available within two weeks of receiving official notification of recall shall be considered to have voluntarily quit.
- F. Laid off employees shall have first right of refusal to perform any substitute work available within their classification.
- G. In the event an employee is laid off, all accrued sick leave and personal leave days will be frozen for a period of two (2) years from the effective date of the lay-off. If the employee is not recalled back to work within a two (2) year period, he/she will forfeit accrued leave days.

Accrued vacation days will be paid within the pay cycle which includes the effective layoff date.

For purposes of recall, bargaining unit employees shall have recall rights for a period equal to the seniority date at time of lay-off.

#### **ARTICLE 11 – VACANCIES**

- A. The Board of Education will set the qualifications for vacancies which occur. All school district vacancies will be posted on the District website and in the staff lounges and bus garage for a period of five (5) work days. Prior to filling of a vacancy via laid off personnel or new hires, the Board will give preference, if equally qualified, to active employees who apply in order of greatest classification seniority. The president of the union will be notified of all vacancies.

## ARTICLE 12 – BUS DRIVER ASSIGNMENTS

- A. Special Program (e.g. Special Education) routes shall be available for bid on the basis of greatest classification seniority annually. Bid on the Special Education route will occur annually once the route is known, but in no case shall the bid occur after August 15. All other regular routes shall be assigned according to location of the driver's residence in relation to the schools. All regular routes will be reviewed annually by the administration to see if routes can be adjusted to get the route closer to driver's house.
- B. Drivers will be expected to park assigned vehicles at their residence if they reside in the district. Any exception must be approved by the Superintendent.
- C. Regular drivers are asked to volunteer to substitute on special education runs. The driver must accept the entire assignment.
- D. Field trips and activity trips are assigned to regular drivers who want additional employment. In the initial drivers' meeting of the school year and two weeks prior to each athletic season, drivers shall indicate their willingness to accept these trips. Field trips are those generally assigned before or after school hours and transport more than fifteen (15) students. Drivers who indicate willingness to accept these trips shall be assigned in rotation by classification seniority order and will receive the extra trip pay for the extra trip or their regular route pay whichever is greater. The rotation list will be posted each month in the bus garage. Substitute drivers are not assigned to field trips, activity trips, special trips, special education routes, or ISD Educational Center routes, unless no regular driver is available for that duty.

This article does not prevent Whiteford Schools or booster organizations from securing a commercial carrier or private vehicle to transport students on special occasions.

- E. Any driver so assigned to a field and/or activity trip may notify the employer that he/she wishes to waive compensation for the assignment.

Double runs will be assigned in rotation by seniority order whenever possible. The driver accepting the double run shall be paid his/her regular route pay and the pay the other driver would have received had he/she driven the route.

- F. Reimbursed Expenses:

- 1. Food allowance on extra trips (to a maximum of \$12 per meal)

Allowance for meals (food) on an extra trip will be limited to those trips where the driver is "on the job" in excess of six (6) hours or under circumstances where the normal time for a meal, such as lunch (noon) or dinner (6:00 p.m.) / excluding athletic trips) occurs more than two (2) hours past such mealtime. If a trip calls for the bus to stop to allow passengers to eat, the driver would be reimbursed a food allowance even if it is under the six hour maximum. Drivers who choose to buy "in-between meal snacks" will do so at their expense.

- 2. Parking fees
- 3. Fuel purchased on road
- 4. Road service purchased
- 5. Extra bus clean-up work with approval of superintendent
- 6. Upon proof of receipt, drivers will be reimbursed for the cost of admission to any event or function (i.e., field trips, athletic trips, etc.)

- G. If the Whiteford School District should convert a bus to a building trades vehicle, said vehicle will be considered a traveling classroom and does not come under the jurisdiction of the contract. This vehicle may not be used for transporting any other class.
- H. Departure time for the lead bus (or busses) from the high school parking lot shall be no earlier than five (5) minutes following the dismissal bell signifying the end of the high school day. (The five-minute bus dismissal time will be determined by the wristwatch of the lead bus driver(s). The lead driver(s) wristwatch will be coordinated with the master clock located in the high school office.)
- I. The driver and the bus are to remain at the site of the event unless prior drop off and pick up instructions have been arranged. Driver may either attend the event or remain with the bus on the premises. For events that are drop off only, the minimum pay will be two (2) hours.

However, at all day events, (defined as those lasting six (6) hours or longer) and in which the group involved has no scheduled meal arrangements that the driver would be eligible to attend, the driver may then leave the premises for a period of time not to exceed one (1) hour to obtain a meal. The driver will be limited to leaving only once during the entire day unless the event exceeds twelve (12) hours, in which case two (2) meal periods each not to exceed one (1) hour in length will be allowed.

Before leaving the premises to obtain a meal, the driver is required to seek out and inform the school personnel in charge (teacher, coach, advisor, etc.) that they are leaving to obtain a meal and the restaurant they can be located at (when possible) should it be necessary to make immediate contact with the driver.

At outside events (such as football, track or events where there is no shelter) the bus must remain on the premises to provide possible shelter from potential adverse weather conditions. In such cases, the driver will need to make other transportation arrangements to a restaurant or for on site meal(s).

### **ARTICLE 13 – EMPLOYEE AND UNION RIGHTS**

- A. The Association has the right to have a representative present at the adjustment of a grievance submitted by an individual employee.
- B. The Association may use school buildings for meetings under the same conditions applying to other community groups.
- C. The Association shall be granted up to eight (8) days to be used by officers or agents of the Association to attend local, county, state and national meetings of WESPA and its affiliates provided the supervisor is notified five (5) work days in advance. The Association shall reimburse the Board for wages of substitutes contracted under this Article.
- D. School equipment and supplies may be used on the premises by the Association. Unless rental arrangements are made, the Association will not use school equipment or supplies for preparing, supporting or carrying on collective bargaining activities. Employee area bulletin boards and mailboxes may be used by the Association for posting and distributing materials. The Association will be responsible for all materials so posted or distributed.

- E. The Board acknowledges the Association's right of access to the public records of the district including those dealing with financial resources and budgeted expenditures and will provide the Association with copies of these materials in response to reasonable requests.
- F. Within thirty (30) days of ratification the Board will provide the Association with one hard copy per member and an electronic copy of this agreement. An electronic copy will be placed on the district web site. The Board acknowledges the Association's rights to recite the provisions of this agreement to its members as well as the other rights of employees set forth in the statutes of the State of Michigan and of the United States.
- G. If the employee agrees, the Board will furnish the Association with copies of its official resolutions which are concerned with the discipline, demotion, or discharge of an employee.
- H. Certain rights and responsibilities of employees are prescribed by the laws and Constitution of the State of Michigan. The basic rights of all citizens are guaranteed by the Constitution and Bill of Rights of the United States. The Board will not deprive any employee of such rights.
- I. Employees exercising reasonable care with respect to the safety of pupils and property will not be held by the Board to be individually liable except for unlawful acts.
- J. When an employee is to be reprimanded, warned or disciplined, the employee is entitled to arrange for a representative of the Association to be present. All new employees hired by the District shall be required to serve a probationary period of one hundred twenty (120) calendar days. During the probationary period, the employee's services may be terminated at any time by the District in its sole discretion.
- K. No employee will be disciplined or discharged without just cause. Discipline, when necessary, will be applied accordingly to a progressive scale of severity as follows: verbal warning, written warning, reprimand, temporary suspension without pay, discharge. The Board and the Association recognizes that certain acts are so offensive that severe discipline up to and including discharge may be warranted. In the event the safety or welfare of the students is judged to be in possible jeopardy, the district may immediately suspend the employee and remove the employee from the premises pending an investigation. If the employee is later found to be misjudged, he/she will be reinstated with any appropriate lost compensation.
- L. After initial employment no materials will be placed in the employee's personnel file unless the employee has had opportunity to review the material and receive copies. Employees who take exception to materials contained in their personnel file may submit written statements which will be attached to the questioned material. Materials found to be in error will be corrected. If the employee is asked to sign material placed in the personnel file, such signature will indicate only the employee's awareness of the material and will not be interpreted to mean agreement with the content of the material.
- M. When a record of unsatisfactory work or behavior is to be filed, the employee will be furnished with:
  - 1. A written statement enumerating the weaknesses observed.
  - 2. Clear and concise suggestions for correction or improvement of these weaknesses.

3. Administration assistance and advice to help effect improvement.
  4. A clearly defined period of time in which improvement is to be expected.
- N. When a pupil on school premises damages or destroys the personal property of an employee on duty, the Board will reimburse the employee for any sum related to the loss which is not covered by insurance policies of the employee or the district up to a maximum of \$100.00.
- O. Proper equipment and supplies will be provided to carry out any work assignment. Employees shall not be expected to carry out work which endangers their health or safety.
- P. Maintenance employees will submit a list of personally owned tools which may be used on the job. The supervisor will scratch from the list any tool which he/she will not approve being used on the job. In the event a maintenance employee finds a need to use a personal tool not on the approved list, he/she must seek approval from the supervisor prior to such use for the tool to be covered by the tool allowance.

#### **ARTICLE 14 – GRIEVANCE PROCEDURE AND ARBITRATION**

- A. Grievance Procedure:
1. When an employee, group of employees or the Association believes that there has been a violation, misinterpretation or misapplication of any provision of this agreement, a written grievance may be filed with the supervisor.
  2. The employee, group of employees, or the Association will discuss the matter with the supervisor during non-working hours, to attempt to resolve it informally. The Association representative will also be present, if requested.
  3. If the matter is not satisfactorily resolved, the following procedure will be followed:
    - a. A statement of the facts upon which the grievance is based.
    - b. A reference to the articles or sections of this contract which have allegedly been violated.
    - c. A statement of the relief requested.
    - d. The supervisor shall submit an answer within five (5) working days in writing. One copy of this decision will go to the grievant, one copy to the Association representative, and one copy to the Association.

Level Two: Within ten (10) work days after reviewing the decision of the supervisor, the grievance may be appealed to the superintendent of schools. The appeal will be in writing, specify the article and section of the agreement allegedly violated and will contain the reason for the appeal, including a copy of the supervisor's decision.

Within three (3) work days after receipt of the appeal, the superintendent will investigate the grievance, give the aggrieved employee and the Association representative a reasonable opportunity to be heard, and render his/her decision in writing. A copy of the decision will be delivered to the employee involved, the Association representative, the Association and the supervisor.

Level Three: Within ten (10) work days after receiving the decision of the superintendent, any appeal may be delivered to the secretary of the Board of Education. The appeal will be in writing and contain the reason for the appeal and copies of the supervisor's decision and the superintendent's decision.

The appeal will be heard at the next regularly scheduled board meeting. The Board or its designated representative will investigate the grievance and give the aggrieved employee and the Association a reasonable opportunity to be heard. The Board will render its decision in writing within ten (10) days after holding a hearing on the appeal. A copy of the board's decision will be delivered to the employee involved, the Association representative, the Association, the supervisor and the school superintendent.

B. Arbitration:

1. Any grievance which is not resolved through the procedures prescribed in Paragraph A may be submitted to arbitration provided that a notification of intent to arbitrate is provided to the Board of Education not later than thirty (30) days from the receipt of the written response at Level Three.
2. Arbitration will be before an impartial arbitrator selected by the parties. If the parties cannot agree on an arbitrator, one will be selected by the American Arbitration Association in accord with its rules, which will likewise govern the arbitration hearing.
3. The powers of the arbitrator will be limited to interpretation of the articles and parts of this Agreement unless mutually agreed otherwise. The arbitrator shall have no power to require back pay for more than ten (10) days prior to the date a written grievance is filed.
4. Both parties agree to be bound by the award of the arbitrator.
5. The fees and expenses of the arbitrator will be paid by the Association when the arbitrator finds in favor of the Board of Education. The fees and expenses of the arbitrator will be paid by the Board of Education when the arbitrator finds in favor of the Association. In the event neither party is sustained in whole, the fees and expenses of the arbitrator will be shared equally.
6. Any grievance which occurs outside the realm of the supervisor may be started at the superintendent's level.
7. The term days as used herein shall mean days when work was scheduled. (During summer recess, "days" shall mean week days, excluding weekends and holidays.)
8. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.



2. An employee who begins an assignment which later in the day requires overtime will be given the first opportunity to work at overtime.
3. Employees who are assigned to work on Saturday will be paid time and one-half whether or not forty (40) hours have been previously worked during that week. Employees who are assigned to work on Sunday will be paid double time whether or not forty (40) hours have been previously worked during the week.

Employees who are assigned to work on Saturdays to service school activities will be paid time and one-half if a paid holiday occurred during the preceding five days. The over-time based on seniority, will be assigned from a rotating list.

4. When an employee is required to work on a holiday, he/she will be paid at two times the normal rate.
- C. An employee who substitutes for another employee at a higher rate and does not work his/her own job will be paid at the higher rate.
- D. An employee who is called to work for emergency duty outside his/her regular hours will receive minimum compensation of two (2) hours wages.
- E. To be eligible to operate a school bus, all drivers must meet the current commercial driver license (CDL) requirements and standards as outlined in Public Act 187 of 1990 (enrolled SB 534). Drivers will also be required to meet any and all new or additional changes in state or federal laws relating to eligibility to operate a school bus. The school district will pay the tuition for these classes. The school district will reimburse the driver for attendance by taking the regular route rate and dividing it by three and one-half (3.5). The school district will provide transportation to and from the classes or will reimburse the driver for mileage. No payment will be made if the driver fails to complete the training program or accept assignment as a driver.

For drivers attending special in-service programs, the district will reimburse the drivers by taking the regular route rate and dividing it by three and one-half (3.5). This will give the rate of pay per hour for in-service programs.

- F. Initial/yearly physical examinations are required for bus drivers. The cost of these exams will be reimbursed by the district. Subsequent examinations may be by a physician designated by the school district at the expense of the district. Drivers who prefer may have the examination by a personal physician at their own expense. The Board will reimburse the driver a sum up to the amount of the fee charged by the Board's physician.
- G. Licensing: An individual driver must pay for his/her renewal chauffeur licensing fee (CDL). The district will reimburse the driver for the costs in addition to the chauffeur licensing fee. Reimbursement would include required commercial driver's license endorsements and classifications.
- H. Major Medical Insurance: Full-time employees become eligible to participate in board paid major medical insurance. This coverage is available for full-time employees after completion of a ninety (90) calendar probationary period.

MESSA Choices II or generally comparable coverage as determined by mutual agreement by the Board and the Association with a \$500/\$1,000 in-network deductible; \$1,000/\$2,000 out-of-network deductible; the Saver RX prescription drug card plan; \$20 office co-pay; \$25 urgent co-pay; \$50 emergency room co-pay, or: MESSA ABC HSA Plan 1 with a \$1,300/\$2,600 deductible.

The Board of Education shall contribute no more than the "hard cap" amounts per 2011 Public Act 152 toward health/medical insurance coverage up to and including full family sponsored dependents, up to age 26, for all eligible employees for the 2015-16 and 2016-17 school years. Employees will contribute toward the cost of health/medical insurance for everything above the Board's contribution through automatic payroll deduction.

The employees premium contribution will be payroll deducted in equal amounts the first two checks of each month from the employee's paycheck. Such deductions shall be through a qualified Section 125 Plan and, as such will not be subject to withholding to the extent permitted by law.

Full-time employees are defined as those normally working thirty-five (35) hours per week in one position and shall receive fully paid health insurance for the days they work.

The Board will make the major medical insurance program available to those part-time employees who wish to purchase it at their own expense. It is the employee's responsibility to complete the appropriate application forms and return them to the superintendent's office.

Employees who are eligible for health insurance but who do not require health insurance will be provided a monthly sum of four hundred (\$400) dollars per month.

If a "regular" part-time employee voluntarily substitutes for another employee, the work hours accumulated, per week, while "subbing" shall not be added to the "regular" part-time hours for the purpose of being eligible for either pro-rated or full medical or any other benefits.

- I. The Board will provide full-time year round maintenance employees with full family dental insurance equivalent to [MESSA Delta Dental E/007 (80/80/80)]. Full-time maintenance employees shall be defined as those who normally work thirty five (35) hours per week. Dental insurance may be self-funded by the district.
- J. The Board will provide twenty-five thousand (\$25,000) dollars of term life insurance for each full-time employee, and each regular/special education bus driver. All other employees covered by this contract who work fifteen (15) hours a week or more shall receive seventeen thousand five hundred (\$17,500) dollars worth of term life insurance. No employee will receive more than twenty-five thousand (\$25,000) dollars of term life insurance under this provision.
- K. The Board will provide full family vision insurance for each full-time employee which is equivalent to the MESSA VSP-2 Program, however, the Board has the right to determine the underwriter. Vision insurance may be self-funded by the District.
- L. Full-time employees retiring at age sixty-five (65) or with at least ten years of service with Whiteford Schools, shall be compensated for sick leave days (number accumulated; capped at one hundred-eighty (180) days) at thirty (\$30) per day.

Employees who work a minimum of twenty (20) hours per week but less than forty (40) retiring at age sixty-five (65) or with at least ten (10) years of employment with Whiteford Schools shall be compensated for unused/accumulated sick leave days (number accumulated, capped at one hundred-eighty (180) days) at twenty-eight dollars (\$28.00) per day.

Employees who work less than twenty (20) hours per week retiring at age sixty-five (65) or with at least ten (10) years of employment with Whiteford Schools shall be compensated for unused/accumulated sick leave days (number accumulated, capped at one hundred-eighty (180) days) at fifteen dollars (\$15.00) per day.

In the event of the death of a member in service or of a former member receiving terminal reimbursement payments, the beneficiary or estate of the member may elect one of the following options:

1. In monthly installments of \$100
2. In a lump sum which will be issued within thirty (30) days of the member's death

All lump sum and monthly installment payments under this provision will be paid to the Whiteford Agricultural Special Pay Plan (403b). This sum will be paid in monthly installments of not more than \$500.00

- M. Any staff member who in the line of duty sustains injury requiring absence from work which qualifies for payment under the Worker's Compensation Act will be paid during the period of such disability the difference between his/her regular salary and the amount received as payment under the Worker's Compensation Insurance Program for as long as the staff member has illness/injury leave days accumulated. The staff member's illness/injury leave shall be reduced by one-quarter (1/4) day for each full day absent from work during such disability period. Upon expiration of the employee's accumulated illness/injury leave, the board will furnish only medical, surgical, and hospital care benefits as provided by the Worker's Compensation Insurance.

#### **ARTICLE 16 – MISCELLANEOUS**

- A. Nothing in this contract shall prevent the Board of Education from complying with the requirements mandated under the provisions of the Americans With Disabilities Act.
- B. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve-month (12) period is entitled to twelve (12) work weeks of leave during any twelve-month (12) period without pay but with group health insurance coverage maintained for one or more of the following reasons:
- (a) due to the birth of the employee's child in order to care for the child;
  - (b) due to the placement of a child with the employee for adoption or foster care;
  - (c) to care for the employee's spouse, child, or parent who has a serious health condition; or
  - (d) due to a serious health condition that renders the employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) inpatient care in a hospital, hospice or residential medical care facility or (2) continuing treatment by a health care provider. Other mandated conditions of the Family and Medical Leave Act shall apply to leaves in this section.

C. Omnibus Transportation Employee Testing Act

All bus drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including drug and alcohol testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 (the "Act"), and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Act.

The district will provide, upon request, a copy of its policies and administrative procedures relating to the Act. The district will also in-service drivers annually on drug and alcohol testing. All such in-service shall be considered working time. The district will reimburse the driver by taking the regular route rate and dividing it by three and one-half (3.5). This will give the rate of pay per hour for in-service.

Drivers undergoing testing as required by the Act will be paid \$10.00 per hour for actual time of testing, travel and mileage reimbursement to and from the testing site provided they are not otherwise scheduled to work for the district during the testing time. Time to and from the testing site will be a maximum of thirty (30) minutes total. (Should the testing site change, the travel time will be subject to negotiation. Bus drivers will be reimbursed the I.R.S. mileage rate when driving their personal vehicle to and from the testing site.

If drug testing occurs during the time a driver is scheduled to perform other work for the district, the driver will not receive the \$10.00 per hour rate and will receive only the rate of pay for the other employment with the district. If a driver is detained at the test site and as a result misses his/her normal run or assigned field trip, the district will compensate the driver his/her regular or field trip rate of pay, but the driver will not receive the \$10.00 per hour compensation during the testing time.

All bus drivers will notify the district of the use of any prescription medication taken pursuant to doctor's orders that will affect their ability to safely operate a school bus.

All bus drivers shall not report to duty while using any prescribed medication except when advised by their doctor that such use does not affect their ability to operate a school bus.

If a bus driver is randomly selected for testing, under the Act, and the driver has to report to other employment, the district will notify, if requested by the driver, the other employment of the driver's required testing under the Act.

All bus drivers are expected to comply with the Act. Following a determination that a driver violated the Act, the driver shall be subject to termination.

**AUTHORIZATION**

This agreement is authorized by the Public Employment Relations Act (Act 336 of 1947), as amended by Act 379 of the Michigan Public Acts of 1965.

WHITEFORD EDUCATION SUPPORT  
PERSONNEL ASSOCIATION MEA-NE

Lew Edwards  
President

Judith Penomy  
Vice President ~~WESP~~

Cathy Smith  
Secretary/Treasurer

2-12-16  
Date

BOARD OF EDUCATION  
WHITEFORD AGRICULTURAL SCHOOLS

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2-8-16  
Date