

Master Agreement

Between the

Carson City-Crystal Educational Support

Personnel Association-MEA/NEA

and the

Carson City-Crystal Area Schools

Board of Education

July 1, 2018- June 30, 2021

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Article 1  
Agreement

This Agreement is entered into this on August 20, 2018 by and between the Carson City-Crystal Area Schools Board of Education, hereinafter called the “Board” or the “Administration” and the Carson City-Crystal Educational Support Personnel Association-MEA/NEA, hereinafter called the “Association.”

In consideration of the following mutual covenants, it is hereby agreed as follows:

## Article 2 Recognition

The Carson City-Crystal Area Schools Board of Education hereby recognized the Carson City-Crystal Educational Support Personnel Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq. (PERA), for all full-time and regular part-time Custodial, Maintenance, Food Service, Transportation, Administrative Assistant and Paraprofessional employees who work at least 15 hours per week. Excluded are supervisors (including supervisors who perform bargaining unit work or who are also employed part-time in a bargaining unit position), Superintendent's secretaries, finance coordinators, accounts payable clerks, substitutes, central office staff and all other employees.

Article 3  
Board Rights

- A. Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the school district and to direct its employees. The Association recognizes these management rights as conferred by the laws and Constitution of the State of Michigan and as inherent in the rights and responsibilities to manage the school district. For purposes of illustration only such rights include:
1. The right to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
  2. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
  3. Continue its rights, policies and practices of assignment and direction of its personnel, determine shifts, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
  4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of providing its services, methods, schedules, and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
  5. The right to hire all employees and, subject to the provisions of law, determine their qualifications and the conditions (including effectiveness) for their continued employment or their dismissal or demotion, and to promote and transfer all such employees.
  6. Subject to applicable law, the Board may:
    - a. Adopt rules and regulations.
    - b. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, building or other facilities.
    - c. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
  7. Notwithstanding anything contained in this Agreement, it is understood and agreed that the Board shall have the right to take whatever steps may be necessary in order to comply with and satisfy its obligations.
  8. The exercise of the foregoing powers, rights and authority by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, including sexual



harassment policies, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- B. When used in this Agreement, the term “Board” shall include the Board of Education and its administrative employees.
- C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

Article 4  
Association Rights

- A. The Association shall have permission to use school buildings and facilities at reasonable hours for meetings, in accordance with existing Board policy. Electronic communication equipment (ex: computer, printer, copier, etc.) shall be made available to employees for their reasonable use. The Association shall reimburse the Board for expenses related to use of paper and long distances charges. Use of any electronic or E-mail systems shall be subject to any board policy, regulation or procedure governing such use.
- B. Duly authorized representatives of the Association shall have the right to transact official Association business on school property with the permission of the principal of the building, provided that this shall not interfere with or interrupt normal school operation. No Association, Board, or administrative positions on matters relating to supervisor-employee or Board Association relationship shall knowingly be discussed in the hearing of the students by the Board, Board members or employee during the school day.
- C. Upon reasonable request from the Association President or designee, the Board agrees to furnish to the Association public information pertaining to construction programs and new tax programs. The Association shall be given the opportunity to advise the Board with respect to said matters prior to the making of final decisions. The Association recognizes that original records will be examined in the confines of the school office and further recognizes that all decisions by the Board will be final.
- D. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each building or facility to which employees may be assigned. Said notices shall be of the following types:
  - 1. Notices of recreational and social events
  - 2. Notices of elections.
  - 3. Notices of results of elections
  - 4. Notices of meetings
- E. The Association shall have use of the internal delivery system of the Board, without cost, and the Board shall provide mailboxes for all employees.
- F. At the beginning of every school year, the Association shall be credited with eighty (80) hours of leave allowance, to be used by employees who are officers or representatives of the Association, for Association business. The Association agrees to notify the Superintendent no less than forty-eight (48) hours in advance of the date for the intended use of said leave, unless in an emergency. The Association will reimburse the Board for the cost of a substitute, if hired, and the cost of the affected employees' FICA and retirement. State law requires the Employer to exclude this time from MPSERS contributions, unless the affected employee or the Association reimburses the Employer for the actual cost.

Article 5  
Association Membership

- A. All employees in the bargaining unit are “bargaining unit members.” Association members are those that pay membership dues.
- B. The Association represents all employees in the bargaining unit and all bargaining unit members are governed by this Agreement and entitled to the benefits of this agreement.
- C. Each bargaining unit member can freely choose to become a member of the Association, or to not become a member of the Association. Membership is not a condition of employment; an employee cannot and will not be terminated because the employee chooses not to join the Association.
- D. An employee who becomes an Association member will be required to pay Association dues. The amounts and regularity of those fees/ dues payments to be decided by the Association.
- E. Neither the Board nor the Association will discriminate against any employee because the employee chooses to become an Association member or chooses not to become an Association member. Membership in the Association is optional.
- F. The Board and the Association will not tolerate harassment or discrimination against any employee who chooses to become an Association member or chooses not to become an Association member. Any employee determined to have harassed and/ or discriminated against a colleague because that colleague chose to become an Association member or chose not to become an Association member will be subject to appropriate corrective/ disciplinary action.
- G. The district shall provide the Association with the names and contact information (full name, home telephone number, address, position, and building) of all new hires in the bargaining unit within three (3) business days of hire date.
- H. Payroll Deductions

In compliance with applicable law and with appropriate written authorization from an employee, the Board shall deduct from the wages of any such employee for Financial Services programs and annuities, insurance programs not fully Board-paid, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

I Save Harmless Clause

In the event of legal action against the District, the Board of Education, individual School Board members or its employees and agents, brought in a court or administrative agency because of compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association and permits the

Association intervention as a party if it so desires,

2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available, and
3. The Association shall have the authority to compromise and settle any claims which it defends under this section, provided the Board does not incur any expense, liability or responsibility thereby and no obligation is imposed upon the Board by the terms of any such compromise or settlement.

The Association agrees that in any action so defended, it will hold the Board of Education, the District, individual School Board members and its employees and agents harmless from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of compliance with this Article. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity provisions of this Article are either unenforceable or void.

Article 6  
Employee Rights, Protections and Responsibilities

- A. Unless a bona fide occupational qualification (BFOQ) exists, the provisions of this Agreement and wages, hours, terms and conditions of employment shall be applied without regard to gender, race, creed, religion, color, national origin, age, marital status, disability, or membership in or association with the activities of any recognized employee organization or the lack of membership.
- B. A non-probationary employee shall not be disciplined or reprimanded without just cause. All information forming the basis for disciplinary action (place, approximate date and time, and circumstances) will be made available to the employee and Association. The name of the complainant(s) will also be given if needed to defend against the allegation(s) the disciplinary action is based upon.
- C. An employee shall at all times be entitled, when matters could lead to disciplinary action, have a representative of the Association present when he/she is being reprimanded, warned, or disciplined for any infraction or delinquency in performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representation is present, provided there is no delay of more than twenty-four (24) hours.
- D. An employee shall have the right to review the contents of all his/her personnel files and records that originated after his/her initial employment, excluding initial references and materials exempt by law, and have a representative of the Association accompany him/her in such review. An appointment shall be made to review a personnel file, and the Superintendent or his/her designee shall be present during the review. When material is to be placed in an employee's file, if it involves a disciplinary action or could be used as a basis for a disciplinary action or is evaluative of nature, the affected employee shall review and sign said material. Said signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- E. Any case of assault upon an employee and/or an employee's property shall be promptly reported to the Administration. The Board shall promptly render assistance to the employee, when possible, to prevent injury and loss of property.

Article 7  
Grievance Procedure

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The term “days” as used herein shall mean days in which school is in session during the academic year and days that the school district’s business office is open during the summer months between academic years.
- C. A written grievance as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants.
  - 2. It shall be specific.
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - 4. It shall cite the section or subsection of this contract alleged to have been violated.
  - 5. It shall contain the date of the alleged violation.
  - 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

D. Level One

An employee alleging a violation of the express provisions of this Agreement shall have no more than fifteen (15) days of its alleged occurrence submit the grievance on the proper form (as a way to document the conversation), as found in Appendix B, and orally discuss the grievance with his/her supervisor in an attempt to resolve same. Said discussion shall occur no more than ten (10) days of the submission of the grievance.

If no resolution is obtained no more than five (5) days of the discussion, the employee shall proceed in no more than five (5) days of said discussion to Level Two.

E. Level Two

A copy of the written grievance shall be filed with the Superintendent, or designee, with the endorsement thereon of the approval or disapproval of the Association. No more than five (5) days of receipt of the grievance, the Superintendent, or designee, shall arrange a meeting with the grievant and/or the designated Association Representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent, or designee, shall render a decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, and the supervisor. A copy of it shall be placed in a permanent file in the Superintendent’s 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 have no more than five (5) days of the date the decision was rendered or, if no decision was rendered, shall have no more than five (5) days of the date the decision was due, appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the Board of Education’s

Secretary or its designated agent.

F. Level Three

Upon proper application as specified in Level Two, the Board shall have no more than thirty (30) days of application allow the employee or the Association Representative an opportunity to be heard at the meeting for which the grievance was scheduled. No more than one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings thereon or otherwise investigate the grievance provided, however, that in no event, except with express written consent of the Association, shall the Board make final determination of the grievance more than one (1) month after the hearing. The Board may, at its discretion, designate a committee of its members to fulfill its obligation at Level Three. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the supervisor, the grievant, and the Association Secretary.

G. Level Four

1. An individual employee shall not have the right to process a grievance at Level Four.
2. If the Association is not satisfied with the disposition of the grievance at Level Three, it may refer the matter to binding arbitration by providing the Board with written notification of its desire to go to binding arbitration. The written notification must be provided to the Board shall have no more than ten (10) days after the decision of the Board. If the parties cannot agree on an arbitrator no more than ten (10) days after the Association's written notification to the Board and the Association still desires to refer the matter to binding arbitration, the Association shall file a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration must be filed have no more than twenty (20) days of the aforementioned written notification by the Association to the Board. The arbitrator shall then be selected in accordance with the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings.
3. Neither party may introduce new evidence or raise a new defense or ground at Level Four not previously raised or disclosed.
4. The following are excluded from binding arbitration:
  - a. The termination of services or failure to re-employ a probationary employee;
  - b. A job evaluation; and
  - c. Any matter dealing with negotiations

H. Powers of the arbitrator are subject to the following limitations:

1. He/She shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He/She shall have no power to change any practice, policy or rule of the Board or substitute his/her judgment for that of the Board as to the reasonableness of any such

practice, policy, rule or any action taken by the Board.

3. He/She shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide.
  4. He/ She shall not hear any grievance previously barred from the scope of the grievance procedure.
  5. He/ She may not consider more than one (1) grievance at the same time except upon expressed written mutual consent of the parties.
  6. Where no wage loss has been caused by the action of the Board that is the basis of the grievance, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  7. An arbitration award or grievance settlement will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.
  8. He /She shall have no power to modify disciplinary action taken by the Board when a just cause is found, except when the disciplinary action is discharge of a non-probationary employee.
- I. The fees and expenses of the arbitrator shall be shared equally by the parties- All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expenses of witnesses called by the other.
  - J. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the time limits specified, or leave the employment of the Board, except by a claim involving a remedy directly benefiting the grievant regardless of his/her employment, all further proceedings on a previously instituted grievance shall be barred.
  - K. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their express approval in writing thereon.
  - L. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or participating Association Representative is to be at his/her assigned duties except as authorized by the Superintendent or his/her designee.
  - M. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
  - N. Notwithstanding the expiration of this Agreement, any claim or grievance based upon a violation that occurred before the expiration of this Agreement may be processed through the grievance procedure until resolution.



Article 8  
School Closure/Dismissal

Whenever schools are closed due to severe weather or other emergencies not within control of the Board, and school year employees are notified not to report, those employees will receive their regular rate of pay for the first six (6) days the District is not required to make up to receive State aid payments. An employee may be directed to report to work by his/her supervisor.

A Non-full year employee who is directed to work by his/her supervisor shall be compensated for time and one half.

All maintenance, custodial and grounds staff are required to work on severe weather days without additional compensation.

Article 9  
Negotiations Procedure

- A. Neither party in any negotiations shall have control over the selection of the negotiators of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies. After ratification by both parties, their representatives shall affix their signatures to the ratified Agreement within a reasonable time after ratification.
  
- B. There shall be four (4) signed copies of the Agreement for purposes of record. The Board shall retain one (1) copy, the Superintendent shall retain one (1) copy, and the Association shall retain two (2) copies.
  
- C. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/ her sole discretion. This authority is prohibited subject of bargaining under the Public Employment Relations Act (PERA).

Article 10  
Work Year, Workweek and Workday

- A. The work year for employees shall be defined by the position and determined by the Administration. An employee will be notified at least five (5) work days prior to a schedule change.
1. A full year employee is an employee who works fifty-two (52) weeks per year. Except as interrupted by; vacation, holidays, paid or unpaid leave or any other approved time off.
  2. A non-full year employee is an employee who works less than fifty-two (52) weeks per year.
- B. The full workweek shall be five (5) consecutive days, except as may be interrupted by a paid holiday, paid or unpaid leave, or other breaks pursuant to this Agreement.
- C. The workday for the categories shall be.
1. Maintenance: Eight and one-half (8 ½) hours, including one-half (1/2) hour unpaid lunch period.
  2. Transportation:
    - a. Bus Driver: As per scheduled run(s).
    - b. Mechanic: Nine (9) hours, including one (1) hour unpaid lunch.
  3. All other classifications: food service, administrative assistants, paraprofessionals and custodians shall be notified of the schedule at least five (5) work days prior to a schedule change
- D. No employee's hours shall be reduced for the sole reason of increasing another employee's hours.
- E. All provided lunch periods should be scheduled approximately mid-shift, provided the employee works at least 5.5 hours.
- F. A minimum of two (2) hours shall be credited to an employee called in for an emergency required to deal with the emergency situation and not with other duties. If the emergency time credited is beyond the eight (8) hours already worked in a day, or occurs on a Saturday, Sunday, or holiday, overtime shall be paid in accordance with the provisions of Section I. below.
- G. An employee shall be informed in advance if he/she is to attend an in-service or workshop. If required to attend, the employee shall be paid his/her regular rate of pay for the hours of the in-service or workshop. A bus driver shall be paid at the training rate found in Appendix A.
- H. Each employee shall be granted one (1), fifteen (15) minute paid break period for each four (4)

hours worked. The specific scheduling of the break period(s) shall be done by mutual agreement of the employee and the supervisor.

I.

1. Overtime/Extra time shall first be offered to the most senior employee within the building and department where the overtime/extra time is needed. If the most senior employee refuses the overtime/extra time, then the work will be offered to the next most senior employee and so on until the overtime/extra time rotation list, comprised of all employees wishing overtime/extra time in order of seniority has been completed. The supervisor shall move to the next place on the overtime/extra time rotation list when new overtime/extra time is available. If no employee voluntarily accepts the overtime/extra time, the least senior employee shall be assigned the work. This subsection shall be limited to food service employees, operation & maintenance employees, and paraprofessionals when non-specialized paraprofessional employees are needed. The employee accepting the overtime must be fully qualified and physically capable to perform the required work.
  - a. All employees shall be offered the work by department seniority on rotation basis.
  - b. Paraprofessionals shall have first right of refusal when the extra time is for anything related to the paraprofessional's job description/ position. For example: Title funded nights, book fairs, working with medically fragile or one-on-one students, Holiday night activities, parent/ teacher conferences or open house. If no paraprofessionals in that job position accept the extra time, other paraprofessionals shall be offered the extra time by seniority on a rotation basis.
  - c. Kitchen help will be overtime on a seniority rotational basis regardless of building.
2. Overtime Pay: Overtime shall be compensated at the rate of time and one-half (1- ½) of the regular hourly pay for all hours over forty (40) hours worked in a week.
3. Premium Pay: All time worked on Sunday, unless Sunday is part of the employees regular schedule, and holidays shall be compensated at two (2) times the employee's regular hourly pay for all hours worked. If an employee is scheduled for the Sunday through Thursday shift and works on Saturday, the time on Saturday shall be paid at two (2) times the employee's regular hourly pay for all hours worked.
4. Compensatory Pay: An employee may elect compensatory time off in lieu of receiving overtime pay with prior supervisory approval. The compensatory time shall be earned at a rate of one and one-half (1 1/2) hours for each hour of overtime worked in accordance with the provisions of 2. above for all time over 40 hours worked. Compensatory time shall be taken within two (2)- pay periods of its accrual. If the compensatory time off is not taken within this time period, appropriate payment for the overtime shall be provided. Compensatory Time shall be scheduled by mutual agreement of the employee and employee's supervisor.
5. For the purposes of meeting the hours worked in a week requirement for overtime pay, there shall be no pyramiding of hours for the purpose of calculating overtime or

compensatory time. (i.e. any other paid time off (i.e. sick, personal, vacation) cannot be used for the purpose of calculating the 40 hours worked per week).

Article 11  
General Working Conditions

- A. The Board shall provide without cost to the employee the following:
  - 1. Approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.
  - 2. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices.
  - 3. Safety shoes and glasses where applicable.
  
- B.
  - 1. An employee shall be reimbursed at the current IRS mileage rate for use of his/her personal vehicle if required to travel between work sites. Employees will not be paid for commuting to and from work. Per IRS Guidelines, "Commuting Miles" are defined as the mileage between home and the first work stop of the day and between the last work stop of the day and home. If an employee is called back in for a school emergency the employee shall be reimbursed for mileage at the current IRS mileage rate. At no time shall an employee be required to use his/her personal vehicle for the transportation of students or school supplies.
  - 2. Supervisor approval is required before using a personal vehicle to transport student(s).
  
- C. An employee shall be compensated at his/her regular hourly rate for attending a mandatory meeting. A bus driver shall be paid at the training rate found in Appendix A. All support staff employees shall be provided a minimum of eighteen (18) paid hours of professional development each year.
  
- D. One (1) primary supervisor shall be identified for each employee.

Article 12  
Conditions of Employment

- A. In addition to those working conditions outlined in Article 11, the following shall apply to all transportation employees:
1. Runs
    - a. All drivers shall continue to hold their run(s) from year to year with no change except as provided in c. below unless there has been or will be a significant change in runs due to demographic or geographic changes within the school district. In such event, there shall be a bid meeting with at least seven (7) calendar days' notice to drivers at which time all runs shall be posted in accordance with c. below and runs awarded to drivers on the basis of seniority.
    - b. If a new run or vacancy in a current run becomes available, it shall be posted in accordance with the posting procedure in Article 14 and awarded to the most senior driver applicant. The posting shall include the length, number of stops and estimated time of the run.
    - c. All runs available during the summer period shall be posted in accordance with the posting procedure in Article 14 and awarded to the most senior driver applicant.
    - d. "Down time" means that the driver is waiting to complete the transportation of students.
  2. Extra/Sports Trips
    - a. An extra or sports trip is defined as any transportation of students other than a regular run.
    - b. Extra/sports trips shall be posted, along with the projected length of the trip. Trips shall be awarded to interested drivers who bid on the trip starting with the most senior driver and using a rotation system.
    - c. If no driver willingly accepts an extra/sports trip, and there is no substitute driver available for such a trip, the least senior driver may be required to take the trip.
    - d. Extra/sports trips leaving during regular driving time shall be available to drivers who have regularly scheduled runs. A driver shall be paid at ½ his/her regular run rate per hour for the first three (3) hours of the extra/sports trip. After the first three (3) hours he/she shall be paid at the rate specified in the salary schedule. The driver will receive pay only for the trip or run actually driven.

3. Substitutes/Temporary Run Vacancies

If there is a temporary vacancy for fifteen (15) or more consecutive days in the driving schedule due to the illness or absence of another driver, after the fifteenth day such temporary run shall be offered to a driver, on the basis of seniority, who can accommodate it in his/her regular driving schedule.

4. Licensing/Training

a. The Board shall pay for all required licensure, testing and physical examination, as may be requested for full licensure. However, a bus driver shall reimburse the Board for the payments made by the Board if the driver does not remain in the employ of the Board for the length of the licensure period. Said reimbursement shall be prorated to the time not worked. The Board shall have the right to obtain reimbursement through payroll deduction.

b. The Board shall identify a physician for conducting such physical.

5. Meals/Lodging Reimbursement

a. The Board shall reimburse a driver for all meal costs up to a maximum of seven dollars (\$7) for breakfast, twelve dollars (\$12) for lunch and fifteen dollars (\$15) for dinner while on a field trip. A receipt is required.

b. The Board shall reimburse a driver for the cost of a motel room if a field trip involves an overnight stay. A receipt is required. A driver shall not be required to share a room.

6. A driver, who reports to work and upon arrival finds that school has been canceled, shall be paid for one (1) regular run as if school had not been canceled that day.

7. The Board shall pay for the cost of cleaning the uniforms of each-mechanic employee. The board shall also reimburse the employee for one (1) pair of workboots-per year with a maximum reimbursement of \$100.00 (one hundred dollars).

8. Each bus driver shall be supplied a new winter jacket every third (3<sup>rd</sup>) school year. After consultation with the bus drivers, the Superintendent shall make the decision as to which jacket shall be purchased. A driver shall be required to wear the jacket while on duty during the winter months as is appropriate.

B. In addition to those working conditions outlined in Article 11, the following shall apply to all food service employees:

1. All summer work (e.g.: ordering, organizing, etc.) shall be offered to the cook at the school where the work is needed and additional help shall be offered in seniority order to the cook helpers at the same school. In the event, no employee at the specific school is able to perform the necessary work, the work shall be offered to others in the district



on the basis of seniority.

2. The Board shall provide each employee three (3) aprons per year.
3. Kitchen work generated by groups who use school facilities shall be handled in accordance with the posting and overtime/extra time provisions of this Agreement.
4. Additional hours beyond the currently scheduled hours will be offered first to qualified employees on a seniority basis.

C.

1. The Board shall pay for all required licensure, testing and physical examination, as may be requested for full licensure or certification of any operation and maintenance employee.
3. The Board shall pay for the cost of cleaning the uniforms of District grounds and District maintenance employees. The board shall also reimburse the District grounds employee and District maintenance for one (1) pair of workboots per year with a maximum reimbursement of \$100.00 (one hundred dollars).
4. The Board shall reimburse all maintenance and grounds employees for the cost of one (1) winter work coat per year with a maximum reimbursement of \$150.00 (one hundred fifty dollars).

D. Any employee assigned responsibility for calling substitutes shall be paid a minimum of one (1) hour at the employee's overtime rate of pay. The Board shall reimburse all telephone expenses, if calls are made from the employee's home.

E. The Board shall provide CPR training to any employee who is required to be certified in CPR as a condition of employment. The Board shall pay for any incurred expenses including, but not limited to, registration fees/tuition and books. In addition, if the training is conducted offsite, round trip mileage from the employee's work site or home, whichever is closer, shall be paid at the current IRS rate.

Article 13  
Seniority

- A. A new employee hired in the unit shall be considered a probationary employee for the first ninety (90) work days of his/her employment. Upon completion of the probationary period, he/she shall be entered on the seniority list from the most recent first day of reporting for work. Time spent working as a substitute shall not count towards fulfilling the probationary period.
- B. There shall be no seniority among probationary employees. A probationary employee may be discharged, disciplined, transferred, or laid off with or without cause or notice and without recourse to the Grievance Procedure.
- C. Seniority shall be on a departmental basis, in accordance with the most recent first day of reporting for work in that Department. "Job Categories" are specific positions. Departments and job categories included therein are as follows:
  - 1. Paraprofessional
  - 2. Administrative Assistant
  - 3. Transportation
    - a. Bus Mechanic
    - b. Bus Driver
  - 4. Operation and Maintenance
    - a. Maintenance
    - b. Custodian
  - 5. Food Service
    - a. Cook
    - b. Cook Helper
- D. The seniority list will show job categories and total years of seniority in the bargaining unit. If two (2) or more employees have the same first day of reporting for work, the last four (4) digits of their Social Security Number shall be used to determine the order of seniority. The lowest number shall be placed first on the seniority list.
- E. An employee shall lose his/her seniority and employment shall be terminated for the following reasons only:
  - 1. He/ She quits.
  - 2. He/ She is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
  - 3. He/ She does not return to work when recalled from layoff as set forth in the recall procedure.
  - 4. He/ She does not return to work from sick leave as set forth in the sick leave procedure.

5. He/ She is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated.
  6. He/ She is laid off for one (1) year or the length of the employee's seniority whichever is less.
- F. If an employee accepts an administrative position within the District, regardless of the number of hours of said administrative position, his/her seniority shall be frozen.

Article 14  
Vacancies, Transfers and Promotions

- A. A vacancy shall be defined as a newly created position or a present position that is not filled, but that the District intends to fill due to the resignation, retirement or transfer of the employee.
- B. During the school year, all vacancies shall be posted in a conspicuous place in each building of the district, and on the districts website, for a period of seven (7) calendar days. Said posting shall contain the following information:
1. Job Category
  2. Location of work
  3. Starting date
  4. Rate of pay
  5. Hours to be worked
  6. Department
  7. Minimum requirements as reflected in the job description

The Administration will post on the website & shall notify an employee of vacancies occurring during the summer months-June, July, August-by sending notice of same to the employee by U.S. mail, if the employee so requests. The employee is responsible for supplying self-addressed, stamped envelopes to the Central Office.

- C. Interested employees, regardless of department/category, may apply in writing to the Superintendent, or his/her designee, within the seven (7) day posting period.
- D. In filling vacancies, the Board agrees to give due weight to the background and attainments of all applicants, the length of time employed by the District and other relevant factors. An attempt will be made to fill positions from within the current staff before any external posting.
- F. Any employee who substitutes in a higher paying position within the bargaining unit will be paid on the same seniority step at the higher position rate of pay after the 5<sup>th</sup> day. An employee temporarily transferred for the employer's convenience to a lower job category will continue to be paid at his/her normal rate of pay.

Article 15  
Layoff and Recall

- A. When layoffs are necessary due to economic necessity or other condition, as defined by the Board in its discretion, layoffs will be made on a department basis. Probationary employees in the department in which the reduction in staff occurs shall be laid off first.
- B. In the event additional personnel must be laid off, layoffs within a department shall be based on seniority of employees within the department. Furthermore, a more senior employee may be laid off while a less senior employee is retained if the more senior employee is not qualified to perform the duties of the position(s) held by the less senior employee. The Superintendent & the employee's Supervisor shall determine "Qualified".
  - 1. Qualification will be based partly on qualifications in the job descriptions and other factors (ex. may include but are not limited to; Effectiveness based on evaluations, discipline, attendance) the Superintendent deems important.
  - 2. Effectiveness will be based on the merits of their performance.
  - 3. A minimum of 2 years of evaluations will be reviewed to establish effectiveness.
  - 4. An ineffective employee will be given an opportunity to improve in areas of ineffectiveness through an Individualized Development Plan.
- C. An employee who is laid off from a classification may claim the job of an employee in another department provided the employee previously held a position in that classification and has the ability to perform the job. A laid off employee shall not be entitled to exercise such "bumping" rights unless he/she is currently qualified for the position.
- D. An employee who is to be laid off shall be notified at least thirty (30) calendar days in advance except in cases where the need to layoff was unanticipated or unforeseen.
- E. When the work force is increased after a layoff, an employee shall be entitled to be recalled on the basis of seniority to the department in which the employee was employed at the time of layoff. The employee shall be entitled to fill a vacancy in another department in which the employee was previously employed within the last three (3) years, provided the laid off employee has the qualifications to perform the available work.
- F. Notice of recall shall be sent to the employee at his/her last known address by certified mail, return receipt requested. It shall be the responsibility of a laid off employee to keep the school informed of his/her current address.
- G. If an employee fails to notify the Superintendent's office of his/her intent to return to work within ten (10) calendar days after a certified, return receipt requested, recall notice is received, it will conclusively constitute the employee's resignation. If the recall notice is not received because the employee has failed to provide the Superintendent's office with his/her current address, the aforementioned ten (10) calendar day time limit shall begin from the time the recall notice is mailed, rather than the date the recall notice is received.

- H. If an employee notifies the Superintendent's office of his/her intent to accept recall and then fails to report to work, except in cases of illness or emergency, on the first day for that position, that also shall be conclusively construed as the employee's resignation. If an employee receives unemployment compensation during scheduled school breaks (Christmas, summer, etc.) and returns for his/ her regular work year, the employee shall repay the unemployment compensation.

Article 16  
Paid Leave

- A. A current non-probationary employee will be entitled to twelve (12) sick days per year. Sick days for a new employee will be earned at a rate of one (1) per month from the first day of reporting for work. A probationary employee may not use sick days. Sick days may accumulate to one hundred (100) days.
- B. A return-to-work note will be required if:
1. A doctor's treatment was required;
  2. The absence was caused by a work-related injury; or
  3. The employee misses three (3) or more consecutive days of work for personal illness.

Since regular, reliable and punctual attendance is an essential function of every assignment, when the District has reason to suspect abuse of sick leave (such as a recurring pattern of absences or frequent intermittent absences), the District may require a statement of reasons for such absences, which may include verification of the need for such absence.

- C. The use of sick days will be approved by the immediate supervisor (building principal/director) via phone call. The supervisor will direct administration assistant to secure substitute coverage if necessary. If the sick day is known in advance than an email to the immediate supervisor will be accepted.
- D. An employee may use accumulated sick days for the following reasons:
1. Personal illness including disabilities caused by pregnancy, childbirth, abortion or miscarriage.
  2. Serious illness, injury or hospitalization of a member of the employee's family that necessitates the employee's absence from school—Family shall be defined as spouse, child, grandchild, parent, brother, sister, grandparent, mother-in-law, father-in-law or person who stands in the stead of one of the preceding.
  3. Deaths and funerals in the family. Up to five (5) days of paid leave can be used because of death and funeral in the immediate family (per death). Immediate family shall be defined as spouse, child, grandchild, parent, brother, sister, grandparent, mother-in-law, father-in-law or person who the employee and Superintendent agree stands in the stead of one of the preceding. The Superintendent may authorize additional paid or unpaid days.
  4. Funerals of friends and relatives who are not members of the immediate family. One (1) day of paid leave, per death, may be used to attend the funeral of a close friend or relative who is not a member of the immediate family. If more than one (1) day is required, the employee may use vacation days, personal days or unpaid leave.
  5. Personal business. Four (4) sick days may be used as paid leave days for personal

business purposes. These will be deducted from the sick leave days. These business days shall be used only under the following conditions:

- a. In situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekend, after school hours or during vacation periods.
  - b. An employee desiring to use a business leave day shall submit his/her request on an application form available from his/her supervisor at least five (5) working days in advance of the anticipated absence, except that in cases of emergency, the employee shall apply as soon as possible. The application form must be returned to the supervisor.
  - c. No more than two (2) employees from any department will be allowed to take personal leave at the same time while school is in session. If more than two (2) employees request the same personal leave time, requests will be approved on a first-come-first-served basis.
  - d. Personal business days may not be used immediately preceding or after a holiday.
- E. Exceptions may be granted in special cases if advance arrangements are made with the supervisor and approved by the Superintendent.
- F. If possible, an employee shall call in sick to the supervisor at least one (1) hour prior to the designated starting time. Unless incapacitated, failure to notify the supervisor of absence could result in disciplinary action, up to and including dismissal.
- G. An employee called for jury duty or subpoenaed as a witness in a court case, in which the employee is not a party, shall be paid the difference between the amount provided for jury duty or witness fee and the employee's regular wages during the period the employee is actually serving. An employee called for jury duty or subpoenaed as a witness shall provide his/her supervisor with notice prior the scheduled time off. If the employee is released before the end of his/her next shift, the employee shall contact their supervisor whether to return to work.
- H. Upon retirement an employee shall be paid for his/her remaining sick days according to the following:
1. Eight (8) hour, fifty-two (52) week employee's fifteen dollars (\$15.00) per day.
  2. Five (5) to eight (8) hour employees ten dollars (\$10.00) per day.
  3. Less than five (5) hour employee's seven dollars and fifty cents (\$7.50) per day.



- I. There is to be a wellness program as follows:
  1. An absence is defined as including any absence deducted from twelve (12) paid leave for the year and any unpaid days under Article 17.
  2. Less than One days absent during the year;
    - a. \$100.00 per day x twelve-days = \$1200.00
  3. One to Two (1-2) days absent during the year;
    - a. \$30.00 per day x unused days remaining = \$\_\_\_\_.\_\_\_\_
  4. More than Two days absent during the year;
    - a. There will be no wellness pay.
5. The wellness pay shall be paid to the employee on their last pay of the fiscal year in which it was earned.
6. The wellness pay shall be based on use of sick and compensatory days only and not your four personal days.

Article 17  
Unpaid Leaves of Absence

- A. An application for an unpaid leave must be made in advance to the supervisor in writing, except in case of emergency. The request must be approved or disapproved within five (5) working days.
- B. An unpaid leave may be approved by the Superintendent or his/her designee, for a period not to exceed one year (i.e. 12 calendar months). Unpaid leave may be granted for the following reasons: personal illness or disability, child care leave, illness or disability of a member of the immediate family (defined as spouse, child, grandchild, parent, brother, sister, grandparent, mother-in-law, father-in-law or person who stands in the stead of one of the preceding), or leave to which an employee is entitled by law (F.M.L.A., discrimination on the basis of disability, military leave, etc.).
- C. For a probationary employee, leave may be granted for the following reasons:
  - 1. Military leave including service with the National Guard.
  - 2. Court or legal action (not including jury duty or subpoena).
  - 3. Leave to which the employee is entitled by law.
- D. For a non-probationary employee, leave may be granted for the following reasons:
  - 1. Military leave including service with the National Guard.
  - 2. Serving in an elected or appointed public office.
  - 3. Job related study.
  - 4. Illness or disability of self or family member (spouse, child, parent, in-laws).
  - 5. Child care leave.
  - 6. Court or legal action (not including jury duty or subpoena).
  - 7. Family business (farming, Amway, Christmas trees, etc.).
  - 8. Vacation, provided all paid vacation days have been used. No more than one (1) employee in any department will be allowed to take unpaid vacation at any one time. If more than one (1) employee requests the same unpaid vacation time off, requests will be approved on a first-come, first-served basis.
  - 9. Leave to which the employee is entitled by law.
- E. Family Medical Leave Act. Under the F.M.L.A., an employee who has worked for at least one (1) year (1250 hours) is entitled to up to twelve (12) weeks of leave for child care, foster care placement or adoption, “serious health” condition of self, parent, spouse or child. Where applicable paid leave will run concurrent w/ FMLA. Other restrictions also apply. For more information, contact the District’s business office:
- F. No employee shall accumulate sick leave while on unpaid leave or lay off.

Article 18  
Vacations

- A. All full-year employees shall receive vacation in accordance with the following schedule.
  - 1. First year-one day for each two (2) months worked to a maximum of five (5) days:
  - 2. Second year through seventh year-ten (10) days;
  - 3. Eighth year through fourteenth year-fifteen (15) days;
  - 4. Fifteenth year through the twentieth year twenty (20) days:
  - 5. Beginning with the twenty-first year of employment and for each year thereafter, an additional one (1) day of vacation for each additional year of employment to a maximum of twenty-five (25) days.
- B. Vacation requests will be made at least two (2) weeks in advance and granted at such times during the year as are suitable considering the employees' requests and the staffing needs of the school district. The supervisor shall have the discretion to make the ultimate decision regarding the scheduling of vacations. However, as to vacations to be taken from June through August, requests made before May 1 of each year shall be honored first.
- C. Vacation days must be scheduled with the supervisor and must be approved in advance.
- D. No more than two (2) employees from the same department will be allowed to take vacations at the same time, while school is in session, unless approved by the Superintendent.
- E. If an employee is laid off, the employee may opt to receive prorated, accrued vacation time paid. If the employee does not opt to receive payment of vacation time, it shall be held for the employee until the employee is recalled.
- F. If a less than full-year employee accepts a full-year position, his/her years of service for accrual of vacation in accordance with A. above shall be pro-rated on the basis of two thousand eighty (2080) hours per year.
- G. No employee shall accrue vacation leave while on unpaid leave or layoff.
- H. Vacation days are intended to be used by the conclusion of each year. An employee can carry up to 5 unused days into the next year of employment, but must be used within thirty days or they are forfeited.

Article19  
Holidays

- A. The following holidays shall be designated as paid holidays for each full-year employee in accordance with the employee's regular hours worked per day.

Fourth of July

Labor Day

First day of deer season, if classes are not in session.

If it falls on Saturday or Sunday, this is not a paid holiday.

Thanksgiving Day (also for non- full-year employees)

Day after Thanksgiving

Day before Christmas, if classes are not in session.

Christmas Day (also for non- full-year employees)

New Year's Eve

New Year's Day

Good Friday, if classes are not in session.

Memorial Day.

- B. Should a holiday fall on Saturday or Sunday, the closest working day when classes are not in session shall be considered as the holiday.
- C. To be eligible for holiday pay, an employee must work his/her regular scheduled workday before and his/her regular scheduled workday after the holiday, except if the employee is on pre- approved vacation or an approved leave of absence.

Article 20  
Miscellaneous

- A. Any employee who is a volunteer fire fighter or rescue squad worker shall be allowed to perform the service during normal work hours. The employee shall return to his/her job as soon as practicable upon completion of the volunteer duties. While the employee is absent, he/she will not be paid by the Board.
  
- B. Job descriptions will be developed for each new job category within sixty (60) calendar days after it has been authorized by the Board. A joint committee appointed by the Board and the Association shall develop such job descriptions. The applicable job description(s) shall be distributed to each new employee hired by the Board for that category. The job descriptions will include at a minimum:
  - 1. Job title and description
  - 2. Minimum requirements
  - 3. Essential job functions
  
- C. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.
  
- D. The parties acknowledge that during 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. 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 Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject 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.
  
- E. The Board and Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any employee or group of employees.

## ARTICLE 21

### Insurance

The parties agree to annually establish an Insurance Committee to seek & examine quality insurance products and determine & may recommend insurance plans. The Committee shall be subject to the following provisions:

The Committee shall be comprised of 2 representatives from the Board and 2 representatives from the Association. Both parties will each choose their own representatives.

The Committee will determine its agenda, process, means of communications to staff, and how it will proceed.

The Committee will begin meeting when insurance rates become available at mutually agreed upon times between the Board and the Association.

The Committee's recommendations, if accepted by both the Board and the Association, will be implemented as soon as practical.

- A. The plan shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board. The parties agree that any adjustments to this article necessary to fully comply with the PPACA and PA152, including to avoid any penalties, taxes, or other liabilities will be negotiated and agreed to.
- B. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. The Employee contributions shall be withheld to the extent practical, in equal amounts, from Employee paychecks. Changes in family status, rate increases or lack of summer withholdings may cause this amount to vary.

To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan.

- C. Employees who have access to another Employer's funded insurance which complies with the PPACA shall not be eligible for Board provided health insurance. Exceptions shall be made for employees who are less than 26 years of age and who are covered by a parent's PPACA compliant insurance, but have dependents of their own. Those individuals may take the Board funded insurance.
- E. Employees may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.
- F. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder, or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuming completion of all forms and documents required for

his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits.

- G
  - 1. Any employee hired after January 1, 2011, must be scheduled to work at least eight (8) hours per day and employed year round to be eligible to receive Board provided full insurance benefits indicated below.
  - 2. A bus driver who is scheduled to drive a minimum of two (2) a.m., p.m., or Skill Center is eligible to receive Board provided insurance listed in Section I.
  
- H. Operations
  - 1. Custodians are eligible to receive Board provided Pak A insurance in Section L or may elect to choose a cash option in Section M and receive Pak B benefits.
  - 2. Maintenance workers are eligible to receive Board provided Pak A Insurance in section L or may elect to choose a cash option in Section M and Pak B benefits.
  
- I. Transportation
  - 1. Bus Drivers hired before January 1, 2011, are eligible to receive Board Provided Non-Pak Group 3 or Non-Pak Group 2 and a cash option in Section M.
  - 2. Bus Drivers hired after January 1, 2011, are eligible to receive Board provided Non-Pak Group 2.
  
- J. Administrative Assistants, Cooks, Cook Helpers, Paraprofessionals hired before January 1, 2011, are eligible to receive Board provided Pak A insurance in Section L, Pak B insurance in Section L, or may elect to choose a cash option in Section M
  
- K. Administrative Assistants, Cooks, Cook Helpers, Paraprofessionals hired after January 1, 2011, are eligible to receive Board provided Non-Pak Group 1 insurance
  - 1. Administrative Assistants who meet the full time requirements in Section G above also are eligible to receive Board provided Pak A insurance in Section L, Pak B, insurance in Section L, or may elect to choose a cash option in Section M

The following will be the insurance packages unless changed by the insurance committee above and both parties sign a letter of agreement.

- .L Insurance packages:
  - 1. Pak A:
    - a. MESSA ABC 1 with ABC Rx.
    - b. Delta Dental Plan 80/80/80/80, \$2000 annual max, \$3000 orthodontic max.
    - c. Vision Insurance: 2018-2019: VSP3, 2019-2020: VSP3 G
    - d. Life/AD&D \$30,000
    - e. LTD 66 2/3% \$2500 maximum. 90 day

2. Pak B

- a. Delta Dental Plan 80/80/80/80, \$2000 annual max, \$3000 orthodontic max.
- b. Vision Insurance: 2018-2019: VSP3, 2019-2020: VSP3 G
- c. Life/AD&D \$30,000
- d. LTD 66 2/3% \$2500 maximum. 90 day

3. Non-Pak Group 1 Food Service and Paraprofessionals 35 hours and under

- a. Life/AD&D \$30,000

4. Non-Pak Group 2 Transportation After 1/1/2011

- a. Vision Insurance: 2018-2019: VSP3, 2019-2020: VSP3 G
- b. Life/AD&D \$30,000

5. Non-Pak Group 3 Transportation Before 1/1/2011

- a. MESSA ABC 1 with ABC Rx. (board pays 80% of single subscriber rate (Cap or 80/20) 40% of 2 person or full family rate(Cap or 80/20))
- b. Vision Insurance: 2018-2019: VSP3, 2019-2020: VSP3 G
- c. Life/AD&D \$30,000

- M. The monthly cash option payment shall be one hundred dollars (\$100). An amount equivalent to the Board's medical benefit plan cost for single subscriber health insurance shall be contributed on behalf of the employee upon the employee completing application towards other options provided in this contract that: (1) If the employee voluntarily and in writing opts out of the health benefits coverage available under Pak A and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The employee shall be eligible for cash in lieu or Pak B.
- N. An employee may combine hours in two (2) or more regular assignments to meet the hour requirements of Section G above.
- O. An employee who is not eligible for Board provided insurance benefits may purchase said benefits through the Board, to the extent allowed by the underwriter(s) and/or applicable state or federal laws. The amount of the premium cast shall be deducted from the employee's paycheck and said deduction shall occur when the other insurance deductions are made.



Article 22  
Duration of Agreement

This Agreement shall be effective as of August 20, 2018 and shall continue in effect until June 30, 2021. In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this August 20, 2018. If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. The authority is a prohibitive subject of bargaining under the Public Employment Relations Act (PERA).

For the Association

For the Board

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

Appendix A  
Salary Schedules\*

1. Step increases shall become effective on July 1 of the fiscal year indicated, except as provided by law. If the Board has hired an employee on or after the preceding February 1, he/she shall not be eligible for a step increase until the next fiscal year.
2. The probationary rate of pay shall be ninety percent (90%) of the rate of pay for the step on which an employee is placed at hire.
3. No new hire shall be placed on a step higher than 4<sup>th</sup> year.
4. For 2018-19 up to a \$2080, 2019-2020 up to a \$1040, & 2020-2021 up to a \$520 off schedule stipend to be distributed at Board's discretion. At the expiration date of this contract this benefit will be \$0.

2018-2019 (2%) & 2019-2020 (2%) & 2020-2021 (2%)

	Operations		Food Service		Admin.	Paraprofessional
	Custodial	Maintenance	Cook	Cook Helper	Assistant	
1 <sup>st</sup> Year	13.88	14.29	11.80	10.10	12.80	10.29
2 <sup>nd</sup> Year	14.14	14.60	12.13	10.44	13.35	10.64
3 <sup>rd</sup> Year	14.52	14.97	12.62	10.79	13.70	10.98
4 <sup>th</sup> Year	14.90	15.40	13.12	11.16	14.17	11.34
5 <sup>th</sup> Year	15.27	15.79	13.44	11.46	14.48	11.68
6 <sup>th</sup> Year	15.75	16.31	13.88	11.85	15.02	12.03

Bus drivers will be paid by the run.

2018-2019 (2%) & 2019-2020 (2%) & 2020-2021 (2%)

Type of Run

A.M./P.M.	\$37.63
Career Center	\$45.36
Shuttle	\$14.19

Extra/Sports Trips

1 <sup>st</sup> Three Hours	(see section 12 2 d)
After Three Hours	\$9.25

Bus Mechanic \$21.20

Training and Meetings \$10.77

5. The Board shall determine whether an employee is a custodian or a maintenance employee. In making that determination, the job descriptions shall be utilized.
6. A 2<sup>nd</sup> shift custodian, but not maintenance, shall receive an eleven cents (\$.11) per hour stipend.

7. Any food service worker who also works at group activities, according to Article 12, B., 3., ala Carte or as a cashier shall receive a one dollar (\$1.00) per hour stipend for the time he/she is doing the group activity, ala Carte or cashier duty.
8. A paraprofessional who is assigned to provide diapering or other hygienically or medically related procedure shall receive a sixty cents (\$.60) per hour stipend.
  - a. Any employee who occasionally assists with these duties shall be limited to receiving this stipend for a maximum of two (2) hours per day.
9. A paraprofessional who is assigned to a position that requires the Early Childhood Certification shall receive a one dollar (\$1) per hour stipend when class is in session.
10. Any bus driver required to assist a physically impaired student on and/or off the bus, whether manually or by means of a lift, shall receive a one dollar (\$1) per run stipend.
  - a. Eligibility for this stipend shall be determined jointly by the Transportation Director and Transportation Association Representative
11. In consideration of dedication to the District and its students support staff employees shall be entitled to a longevity bonus according to the following schedule.
  - a. On the 25<sup>th</sup> consecutive year of employment the employee shall receive a 1% pay increase above any pay increase scheduled that year.