

MASTER CONTRACT
PINE RIVER AREA SCHOOLS

and

PINE RIVER
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION, MEA/NEA

September 1, 2008 – August 31, 2009

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AGREEMENT

This agreement made and entered into the 1st day of September, 2008 by and between the Pine River Area Schools at LeRoy, Michigan, hereinafter called the “Employer” and the Michigan Educational Association, NEA, hereinafter called the “Association,” on behalf of its local affiliate, Pine River Educational Support Personnel Association, MEA/NEA.

ARTICLE I - RECOGNITION

A. The Employer recognizes the Association as the exclusive bargaining agent for the purpose of collective bargaining, and that said Association is the exclusive representative of all Employees in such unit for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment for all personnel who are within the appropriate Bargaining Unit, described and defined as:

- | | |
|-------------------|--|
| All Aides | Custodial/Maintenance (full and part time) |
| Paraprofessionals | Food Service |
| Nurses | Transportation/ Dispatcher |
| Cashiers | Mechanic |
| Secretaries | Technology Department |

This excludes the Secretary to the Superintendent and Financial Secretaries. Supervisors are not included as Bargaining Unit Members.

- B. Such representation shall cover all personnel as to newly created positions in the above categories. The Board agrees not to negotiate with or recognize any Labor Organization other than the “Association” for the duration of this Agreement.
- C. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter are referred to as “Employees.”

ARTICLE II – MANAGEMENT RIGHTS

- A. The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves onto itself all powers, rights, authority, duties and responsibilities conferred upon and vested to it by the laws and Constitution of the State of Michigan, and of the United States, including, but not limited to:
1. The Executive management and Administrative control of the school system and its properties and facilities, and the activities of its Employees.
 2. Hire all Employees and, subject to the provisions of the law and this agreement, determine their qualifications and conditions for their continued employment, or their dismissal or demotion, promote and transfer such Employees, determine their assignments and hours to be worked.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 to the specific 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.
- C. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, or local laws or regulations as they pertain to school Districts.

ARTICLE III – EMPLOYEE RIGHTS AND PROTECTION

- A. Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et seq.; ME4SA 17.455(a) et seq., (PERA), the Employer hereby agrees that every Employee shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitution of Michigan and the United States of America; that it will not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. No Employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association at any time by the Employer.
- B. The Board agrees to furnish to the Association in response to reasonable requests, all information, which is available to the public. Further, the Board agrees to provide the Association, upon request, information that will assist the Association in developing accurate and informed proposals and any information which may be necessary for the Association to process any grievance or complaint.
- C. This Agreement shall supersede any rules, regulations, or individual contracts, or practices of the Employer, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.
- D. If any provisions of this Agreement or any application of the Agreement to any Employee or group of Employees shall be found contrary to law, then such provision or application shall be deemed not valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- E. All Employees will be given a copy of this Agreement within thirty (30) days after the Contract is signed. The Association will be given ten (10) additional copies and a copy on computer disk. All copies will be at the Employer's expense. The Association Secretary will provide all new Employees a signed copy of the current Contract.
- F. In cases where new types of equipment or new classifications, for which rates of pay are not established by the Agreement, are put into use, rates governing such operations shall be subject to negotiations between the parties. In the event the parties cannot reach agreement, the dispute will be settled through the grievance procedure. Any on-the-job training shall be provided by the supervisor and/or director or his/her designee. If a Bargaining Unit Member provides this training, he/she shall be paid at time and one half.
- G. No Association business shall take place during working hours unless requested by the district to facilitate timelines or articles in this agreement.
- H. Whenever notification by the Board or its representatives is provided to the Association, it is understood that the Association President shall receive said notification, except in grievance situations where the grievance chairperson shall also receive notification.
- I. All job descriptions will be reviewed and/or updated as necessary prior to the end of the final contract year. The parties agree that they will form a joint committee consisting of up to three (3) representatives from the Association and three (3) representatives of the Board. This committee will also formulate job descriptions for all new Bargaining Unit positions that may be created. Work on new job descriptions shall begin no later than thirty (30) days following the creation of the position(s). The committee will send their recommendations to the Board for its approval within thirty (30) days thereafter. The Board reserves the right to make modifications to the recommendations when adopting.
- J. Should an Employee be designated to handle the substitute calling responsibility, the rate of pay will be at \$16.85 per day in the 2008-2009 school year. Pay shall be for at least one hundred eighty (180) days. The Administration reserves the right to designate the person to do the calling; however, the Employee will have the option as to whether or not he/she assumes the duties. The Employee will have the option as to how payment for this duty is made, including, but not limited to lump sum payment. Additionally, any long distance telephone calls will be reimbursed by the Board.
- K. Nothing contained within this Agreement shall be construed to deny or restrict to any Employee rights he/she may have under the Michigan General School Laws or other applicable State or Federal Laws or regulations. The rights granted to Employees hereunder shall be deemed to be in addition to those provided elsewhere.
- L. The Employees shall be entitled to full rights of citizenship and no religious or political activities of any Employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Employee. The private and personal life of any Employee is not within the appropriate concern or attention of the Employer.

- M. The Employer agrees that it will in no such way discriminate against or between Employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, martial status, physical characteristics or handicap, or place of residence.
- N. No Employee shall be disciplined without just cause. The term “discipline” as used in this Agreement includes warnings, written reprimands, suspensions, with or without pay, reductions in rank, compensation, or occupational advantage, discharges, non-renewal of probationary Employee or other actions of a disciplinary nature. Any such discipline, including adverse evaluation of Employee performance shall be subject to the grievance procedure hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the Employee and the Association no later than at the time discipline is imposed. The parties hereby support and subscribe to the theory and practice of progressive discipline.
- O. Other reasons for immediate discharge include: Drunkenness on Job (point zero two [.02] Blood Alcohol Content). This is to mean impaired from doing regular assigned tasks and substantiated by a proven measure of intoxication. Theft (conviction of theft from the District); possession of Drug Paraphernalia; possession of illegal drugs or conviction in a court of law of possession of illegal drugs or felonious activity as proven in a court of law; or upon receiving a third (3rd) written reprimand during a period of one (1) calendar year.
- P. Any case of assault upon an Employee, during working hours or at school functions while on school property or on bus drivers while on trips shall be promptly reported to the Employer. The Employer will render all reasonable assistance to the Employee in connection with the handling of the incident by law enforcement and judicial authorities, including legal action initiated by the Employee in criminal court.
- Q. In the event an Employee is unable to work due to the incident described in “P” above, the Employee shall not lose pay nor be charged with sick pay. The Board agrees to pay the difference between Worker’s Compensation, if applicable, and the Employee’s normal weekly earnings for a period not to exceed fifteen (15) months.
- R. If the Employee is sued in the above incident, the Employee may apply to the Employer for legal assistance. If the Employer determines that the Employee has acted within the scope of Employer policy, the Employer shall provide legal counsel to the Employee to advise him/her of his/her legal rights in the incident. It is expressly understood that the advice may include a trial but not an appeal thereof.
- S. The Employer shall reimburse Employees for any loss, damage, or destruction of clothing or personal property, excluding autos, while on duty, provided the Employee is not otherwise covered by insurance. However, the Board will pay the deductible portion of an Employee’s auto coverage or will pay for the damage if the Employee’s insurance does not cover such damage.
- T. When a meeting for disciplinary action is to occur, the Employee shall be entitled to have a representative of the Association in attendance. When a request for such representation

is made, no action shall be taken with respect to the Employee until such representative of the Association is present.

ARTICLE IV – AGENCY SHOP AND DEDUCTION OF DUES

- A. Each Employee shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or (2) pay a service fee to the Association, pursuant to the Association’s “Policy Regarding Objection to Political-Ideological Expenditures” and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The Employee may authorize payroll deduction for such fee. In the event that the Employee shall not pay for such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall pursuant to MCLA 408.477; MSA 17.277 (7), and at the request of the Association, deduct the Service Fee from the Employee’s wages and remit same to the Association. Such authorization shall continue in effect from year to year unless revoked according to Association procedures. Pursuant to such authorization, the Employer shall deduct an equal amount of such dues, service fees, assessments and/or contributions from regular salary check of the Employee until the total obligation has been deducted. Within ten (10) days of the payroll deduction, the Employer shall remit all monies deducted to the Association Treasurer, accompanied by a list of Employees from whom they have been deducted and the amount deducted.
- B. The parties acknowledge that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, of February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association’s notification to non-members of the fee for that given school year.
- C. The Association agrees to indemnify and save the Board, and including each individual school Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.
- D. The Association’s “Policy Regarding Objections to Political-Ideological Expenditures” and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union Employees. The remedies set forth in the Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting Employee concerning application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

ARTICLE V – DEPARTMENTS DEFINED

There shall be six (6) departments under the terms of this Agreement. These shall be known as:

1. Custodial/Maintenance/Groundskeeper Department
2. Food Service Department/Cashier
3. Paraprofessional/Aides/Nurse Department
4. Secretarial/Dispatch Department
5. Transportation/Mechanic
6. Technology Department Personnel

ARTICLE VI – PROBATIONARY PERIOD

- A. All new Employees working for the District in positions covered by the Association shall serve a sixty- (60) scheduled work days' probationary period. During this period, he/she may be discharged without further recourse, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Association members. Upon successful completion of the probationary period, the Employee shall be placed on the regular seniority list as of the first day worked. In case of discipline within the sixty (60) scheduled work days probationary period, the Employer shall notify the Association in writing as soon as possible.
- B. An additional thirty (30) scheduled work days probationary period may be required by the Employer where a question remains whether the Employee is to be granted permanent status, and only after notification of the Association President
- C. The Employer will notify the Association of new Employees to Bargaining Unit positions.

ARTICLE VII – SENIORITY

- A. Seniority shall be defined as length of continuous service within the District. The initial date of hire by the Board shall be considered the first date of hire.
 1. Departmental seniority shall be defined as cumulative service in the department. An Employee may be credited up to sixty (60) days toward his/her hire if he/she has subbed in that position where he/she is ultimately hired.
 2. District seniority shall be used for the purposes of layoff and recall in any position.
- B. An Employee shall lose his/her seniority rights if he/she retires, resigns, is discharged for just cause, fails to report to work within ten (10) working days following receipt of a written recall to employment while on layoff, is laid off for a period of two (2) years) or for a period equal to his/her period of seniority if less than two (2) years.

- C. It is expressly understood that seniority is not lost or gained during an unpaid leave of absence or a period of layoff.
- D. The Employer shall post a seniority list no later than October 1st of each year. This list shall be arranged in order of departmental seniority and shall be posted in a conspicuous location at each place of employment. The local Association President shall receive a copy of each seniority list published. The seniority list shall contain the name, last date hired in the District, last date hired in the department and seniority ranking within each department.

ARTICLE VIII - LAYOFF/RECALL/REDUCTION OF HOURS

A. Lay Off

- 1. In the event of a layoff, reduction of hours of at least two (2) hours per week, or change in shift of a working schedule of an Employee, the following procedure will be followed:
 - a. In the event that a layoff must take place, a more senior Employee may make a written request to be identified to receive the layoff notice rather than the lowest seniority Employee.
 - b. The Employer shall identify the specific position (s) to be eliminated and shall notify, at least twenty (20) calendar days prior to the effective date of any layoff, the Employee (s) in those position (s), and the Union.
 - c. After such notification, the Employer will meet with the Union to determine if an alternative layoff procedure might be mutually agreeable (for example, waiver of seniority rights). If no alternative is agreed upon, the contract provisions will prevail.
 - d. The Employee(s) in the affected position(s) will have the right to, within ten (10) calendar days of notification of a layoff:
 - 1. Bump someone who is less senior holding a position in any classification as the affected Employee for which he/she qualifies;
 - 2. Bid on another position; or
 - 3. Become laid off.
 - e. Any and all Employees displaced by Provision (b.) above will have the same rights as long as there are less-senior Employees in that classification.
 - f. A laid-off Employee will, upon request, be granted priority status on substitute lists according to seniority.

- g. Laid-off Employees may continue their fringe benefits by paying the regular monthly subscriber group rate premiums for such benefits to the Employer, in advance, monthly. This option will be made available within the rules and regulations of the insurance carrier. Insurance shall follow MESSA guidelines for laid-off school Employees. See attached material.
- h. The local Association President shall be the last Employee laid off.

B. Recall

- 1. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years or for a period equal to his/her period of seniority if less than two (2) years. Any Employee on layoff for more than two (2) years, or for a period equal to his/her period of seniority if less than two (2) years, shall lose his/her seniority and any further rights under this Agreement.
- 2. Any Employee laid off shall be given ten (10) calendar days notice of recall to work in writing. Said notice will be mailed to his/her last known address by certified mail, return receipt requested. In the event the Employee fails to make himself/herself available for work at the end of ten (10) calendar days, applications may be sought through the posting procedure by the Employer, to fill the position. If the Employee fails to report for work within ten (10) calendar days from receipt of notice he/she will be considered a quit. The Employee shall maintain a current address with the Board.

C. Reduction of Hours

- 1. The Employer has the right to reassign the Employee to any position in his/her classification for which he or she is qualified during times of reductions or other necessary times to allow the organization to run efficiently. However, if there is a reduction in hours of two (2) hours or more per week for the Employee, the contract provisions shall occur.
- 2. After such notification of a reduction, the Employer will meet with the Association President to determine if any other procedure to the reduction or involving the reduction that might be mutually agreeable. (For example, meeting with the affected Employee to determine if there is a mutually agreeable position that he/she would prefer to be assigned to avoid the contract provisions of bumping.) If no alternative is agreed upon, the contract provisions will prevail.
- 3. The Employee(s) in the affected reduced position(s) will have the right to, within seven (7) calendar days of notification of the reduction:
 - a. Bump someone who is less senior holding a position in any classification as the affected Employee for which he/she qualifies;
 - b. Bid on another position; or
 - c. Become laid off.

ARTICLE IX – VACANCIES, TRANSFERS AND PROMOTIONS

- A. Unless required otherwise by law, the assignment, promotion, and transfer of Employees shall conform to the provisions of this Agreement.
- B. A permanent vacancy shall be defined, for the purposes of this Agreement, as a position previously held by an Employee, or a newly created position within the Bargaining Unit. No vacancy shall be filled on a permanent basis until it has been posted for seven (7) calendar days. The permanent placement shall be made final within thirty (30) calendar days of posting deadline.
- C. A temporary vacancy shall be defined, for the purposes of this Agreement, as a position held by an Employee on any kind of absence for at least ten (10) calendar days. Temporary vacancies shall be filled first by departmental seniority and then by District seniority. There will be a six (6) month limit on using temporary employees in any position unless it is filling a position for an employee on an extended leave.
- D. All notifications of vacancies shall be posted on designated Boards in writing, to members of the Bargaining Unit at least five (5) calendar days before the notification is given to other persons or outside agencies. Said posting shall contain the following information:
 - 1. Type of work
 - 2. Location of work
 - 3. Starting date
 - 4. Rate of pay
 - 5. Hours to be worked, including starting and ending times
 - 6. Classification
 - 7. Minimum requirements
 - 8. Whether vacancy is permanent or the temporary period to be filled
- E. Present Employees shall receive consideration for a vacancy based upon their seniority, qualifications and ability.
- F. Successful candidates from within the Bargaining Unit shall be placed on probation for up to thirty (30) calendar days when filling a permanent vacancy. In the event the Employee cannot qualify as determined by the Supervisor, or he/she so chooses, he/she shall be returned to his/her former position and his/her former rate of pay. It is understood that during the serving of this probationary period, the Employee will receive his/her step rate of pay for the new position.
- G. If a vacancy is not filled with an Employee, the Employer shall notify the Bargaining Unit candidates and the local Association in writing, giving specific rationale as to why a current Employee is not hired.

- H. Necessary training for use of new types of equipment and/or procedures shall be provided to all Employees by the Supervisor or his/her designee or by supplier/manufacturer without loss of pay.
- I. An Employee, when temporarily required to work in a classification higher than his/her classification, will be paid at the higher rate of pay. Supervisory work shall be paid according to the salary schedule. This applies only to the time he/she is working the position. When he/she returns to his/her regular position, the regular wage rate shall once again apply. The assignment to supervisory work shall be approved by the Superintendent or his designee prior to the work performed. When an Employee is required to work in a position calling for a lower rate of pay, he/she shall be paid his/her regular rate of pay. Any on-the-job training provided by Bargaining Unit Members shall be paid at time-and-one-half (1-1/2) except for training provided during vacations when school is closed. If Bargaining Unit Members are assigned student employees to work with, a Bargaining Unit Member shall be involved in screening the student employees.
- J. If an Employee voluntarily moves to a lower classification position within the Bargaining Unit, he/she shall be moved to the wage step he/she currently holds (i.e., an Employee on step 2 will move to step 2 of new classification.)
- K. If an Employee is involuntarily transferred to a lower classification position within the Bargaining Unit, he/she shall suffer no loss of pay or benefits, but shall retain his/her current salary and benefits.
- L. When transferring from one department to another, whether voluntarily or involuntarily, former departmental seniority shall not be forfeited.
- M. Any Employee involuntarily transferred to another department shall be returned to vacancies within his/her department upon availability.
- N. All Summer work not assigned to twelve (12) month Employees, (i.e.; extra Custodial, extra Maintenance, Summer School, Special Projects/Programs), will be offered first through the posting procedure to all Employees not regularly employed during the Summer months, before the position is filled from outside the Bargaining Unit. Preference will be given to those Employees outside the classification, but within the Bargaining Unit, who have consecutively worked during the school break period, or have previous experience in the required classification. This should be done according to current seniority list. Persons employed under this provision shall be paid at the rate of pay according to the pay schedule included in Appendix A of the contract. Summer Employees may use sick days if they have them, but will not accrue sick or personal days during the summer. Drivers that are awarded summer work (i.e. custodial, maintenance) will not be allowed to take extra transportation trips during the summer.

ARTICLE X – JOB DUTIES, EVALUATION AND PERSONNEL FILES

- A. Each year all Association members will receive a copy of his/her job description(s) at the Orientation In-Service held at the beginning of each school year. All new Employees

will be given a copy at the time of hire. Job descriptions for newly created positions will be given within seven (7) calendar days of being adopted by the Board. All job descriptions shall include a listing of the member's responsibilities in their given job.

- B. Any evaluation of an Employee's work performance shall be based solely upon said job description. All monitoring or observation of the work of each Employee shall be conducted in person with full knowledge of the Employee by the Employee's immediate supervisor or another regularly employed administrator of the school District. It is understood that input to the evaluation may be received from another regularly employed administrator of the school District. Each Employee shall be informed as to form and criteria that have been adopted by the parties (the form to be used is attached with this contract). All probationary personnel shall be evaluated in writing during the first sixty-(60) calendar days of employment. Video cameras may be used for evaluation and discipline when Employees are notified in advance, in writing. This should not replace a personal observation and evaluation by the supervisor.
- C. Each Employee shall be evaluated by his/her immediate supervisor or another regularly employed administrator of the school District, no less than once each school year.
- D. If an Employee disagrees with an evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. In no case shall an Employee's signature be construed to mean that he/she agrees with the contents of any evaluation.
- E. An Employee shall have the right, upon request, to review the contents of all records, excluding initial references, of the Employer pertaining to said individual, originating after the initial employment, and to have an Association representative present at such review.
- F. The evaluating administrator or director shall prepare, submit to and discuss a written evaluation with the Employee within ten (10) calendar days of observation. Any response by the Employee to the evaluation shall be submitted within ten (10) calendar days after receipt of evaluation. Failure to complete an evaluation shall be considered satisfactory performance.
- G. All items placed into files that can be accessed through FOIA (Freedom of Information Act) must be initialed by the Employee prior to being placed in the file. When a person, other than the Employee(s) given direct responsibility of managing the files, asks to see any Employees file, the Employee whose files are being requested will be notified immediately and the maximum time permitted by law will be taken before files are shown or turned over unless the Employee whose files are being requested waives this action upon notification. All copies of disciplinary material placed in an Employee's personnel file shall be destroyed after four (4) years of said materials existence.
- H. The evaluation form shall be kept in the office of each building.

ARTICLE XI – ASSOCIATION ACTIVITIES

- A. The Employer recognizes the right of the local Association to elect representatives and local officers from within its membership. The Association shall furnish to the Employer’s administrative representatives the names of all authorized representatives of the local Association, and the offices they are holding.
- B. The Employer shall furnish to the Association, upon request, all information necessary for the Association to represent its members.
- C. Upon written request, the Association and its representatives shall have the right to use Employer’s buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program.
- D.
 - 1. Upon written request by the Association, members shall be permitted to use Employer’s equipment (for Association use), including typewriters, computers, fax machines, copiers, etc. when such equipment is not otherwise in use. The Association shall pay for reasonable cost of all materials and supplies incidental to such use.
 - 2. The Association shall reimburse the District for the cost of long distance telephone calls and faxes. Association members shall document these calls and faxes on forms provided by the District.
- E. Classification representatives and local Association Officers shall be permitted reasonable time to conduct Association business. There shall be no loss in pay for any Association member involved in the presentation and processing of any grievance of the negotiations of any Master Agreement. There shall be no loss in pay for the conducting of other day to day Association business, so long as that time does not exceed a total of one (1) working hour per authorized Association representative per week. Any time spent in handling grievances, problems or the negotiations of any Master Agreement shall be considered working hours. The Board authorizes a total for the affected classifications of twenty (20) hours per year, for a total of one hundred and twenty (120) hours, in addition to time already specified.
- F. The Employer agrees to grant two (2) days per year to Employees designated by the Association to attend a labor convention, training seminar, or serve in any capacity or other official Association business provided that:
 - 1. Written request is given to his/her supervisor five (5) days prior to the absence, and
 - 2. Approval of such request is granted by the Superintendent.
 - 3. Additional days may be granted with the approval of the Superintendent.

ARTICLE XII – LEAVES OF ABSENCE

A. Sick Leave

1. All Employees working twelve (12) months per year shall, at the beginning of each school year, be credited with twelve (12) days sick leave. All Employees working less than twelve (12) months per year shall, at the beginning of each school year, be credited with nine (9) days sick leave.
2. Sick leave shall be used for illness or disability of the Employee or immediate family, and shall accumulate to one hundred eighty (180) days. Immediate family shall be defined as: spouse, children, parents, siblings, in-laws, grandchildren, grandparents and/or dependents living in the same household of said Employee.
3. Whenever an Employee retires or severs employment from the Pine River Area Schools after five (5) years of employment, the Employer shall pay a rate of -fifty dollars (\$50.00) per full day for accumulated sick leave up to a maximum of one hundred eighty (180) days. Employees shall have the option of investing the accumulated sick leave pay plus FICA and retirement in a tax-deferred plan.
4. Employees using two(2) sick days will receive \$100.00 stipend and zero (0) sick days will receive a three hundred dollar (\$300.00) stipend at the end of the year. Employees must work one (1) complete year of service to receive the three hundred dollar (\$300.00) stipend.
5. Employees shall notify their building principal/supervisor as soon as possible when they will be absent from work. The Employee will indicate the approximate period of absence. Should the period of absence be more or less than reported, said change shall be reported by the Employee to the building principal/supervisor. Emergency situations will be taken into consideration. The Employer may require a physician's statement in cases of three (3) consecutive days or more.
6. In cases of prolonged illness where the Employee has submitted a physician's statement, the Employee is not required to make daily contact with the immediate supervisor.
7. In the case of sick leave being used in conjunction with legal holidays, circumstances presenting unusual conditions, will upon request, be reviewed by the Superintendent to determine whether such time will be granted. However, in cases of an Employee on continued paid sick leave, there shall be no question.
8. Any Employee who suffers an on the job disease or injury, which is compensable under the Michigan Worker's Compensation Law, may choose to receive the difference between his/her normal salary and that amount he/she is provided by Worker's Compensation. This difference shall be deducted, on a pro-rated basis, from the Employee's personal accumulated sick leave. Once the Employee's

accumulated sick leave has been exhausted such payments shall cease and only Worker's Compensation shall continue. Said Employee shall notify the Employer as to his/her choice as soon as possible.

9. Sick Leave Bank

- a. The Board of Education will cooperate in the operation of a Sick Leave Bank. All P.R.E.S.P.A. personnel of the Bargaining Unit may participate in the bank on a voluntary yearly basis. First year Employees will have the option to be granted sick days, of which two (2) will be placed in the Sick Leave Bank, exceptions to this Article will be individuals who are on short or long term disability.
- b. The primary purpose of the Sick Leave Bank is to protect an Employee's earning power during periods of protracted and unavoidable absence due to his/her incapacity to perform the responsibilities of his/her assignment. Employees may request sick days from sick bank for the care of an ill immediate family member at the discretion of the sick bank committee.
- b. Each Employee may join the Sick Leave Bank only after he/she donates one (1) day, and only one (1) day, of his/her accumulated sick leave to the Bank and submit his/her authorization to join. The authorization to join must be made within the health insurance policy open enrollment period at the beginning of each participatory year. Employees opting to not enroll in a Sick Leave Bank during the open enrollment period shall be denied membership to the Bank for the duration of that school year.
- c. In the establishment of the Sick Leave Bank, each Employee that agrees to take part in the Sick Leave Bank will donate one (1) day as described in Section C of this Article. The Sick Leave Bank shall not exceed three hundred (300) days. First year Employees may join with two (2) days regardless of accumulated days.
- d. A member will donate one (1) day of his/her sick leave to the bank only when the tabulation drops below one hundred-fifty (150) days. When the bank falls below the one-hundred fifty (150) days, an additional day will be taken from all participating members at the start of the following year. No days will be deducted from any Employee if the deduction of the days from any or all participating Employee's causes the maximum, outlined in Section D. of this Article to be exceeded.
- e. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
- f. Upon depletion of a member's own accumulated sick leave, he/she must wait an additional five (5) school days before drawing from the Sick Leave Bank. The five (5) school days may be paid retroactively when or if the school bank committee has authorized a grant.

- g. Maximum withdrawal will not exceed one hundred (100) days per person per year. When and only when the Employee is eligible for LTD, the total amount of days that may be withdrawn shall be no more than the number of days needed between the member's accumulated sick leave and the time period that is required before long term disability (LTD) takes effect.
- h. A person who is on lay off or on a non-compensated leave of absence shall not be able to draw days from the Sick Leave Bank except as specified in Section J. of this Article.
- i. A member of the Sick Leave Bank on a non-compensable leave of absence due to reason of disability is eligible to apply for coverage by the bank and may use these non-compensable days to satisfy the waiting period of five (5) days as mentioned in Section G of this Article.
- j. The Sick Leave Bank Committee will control the Sick Leave Bank and retroactive withdrawals. The Committee shall consist of three (3) Bargaining Unit Members to be elected by the Association, the Superintendent, and one (1) designee of the Superintendent. Granting of Sick Leave Bank withdrawal and retroactive pay shall be secret ballot with each member of the committee having one (1) and only one (1) vote. Simple majority of the vote will rule.
- k. The Sick Leave Bank Committee may request documentation verifying incapacity to perform his/her employment responsibilities and his/her need to Sick Leave Bank withdrawal.
- l. Any participating member who has used days from the Sick Leave Bank will repay the number of days used by donating no less than three (3) of his/her accumulated sick leave. These three (3) days will apply toward repayment, plus one (1) additional day, will be donated from his/her accumulated sick leave, which is needed for Sick Leave Bank participation. This one (1) day does not apply toward repayment of day (s) used. Donations will be at the start of the contract year until all withdrawn days are replaced. Employees who use days from the Sick Leave Bank and do not continue participation will repay Sick Leave Bank days used by forfeiting seven (7) days of accumulated sick leave days per year until repayment equals the days withdrawn from the Sick Leave Bank.

10. Funeral Leave

- a. Funeral leaves not to exceed three (3) days will be granted in case of death in the immediate family. Immediate family shall be interpreted as: spouse, children, parents, siblings, in-laws, grandchildren, grandparents, or dependents living in the same household of said Employee. An additional

two (2) days may be granted to be deducted from sick leave or personal leave upon prior approval of the Superintendent.

- b. An Employee, with the approval of his/her immediate supervisor, shall be allowed up to one (1) day per funeral of a person not in their immediate family. The use of the day may be deducted from sick leave or personal leave days.

11. Personal Leave

- a. Two (2) personal days shall be granted to each less than twelve (12) month Employee each year and three (3) personal days shall be granted to each twelve (12) month Employee each year. Personal leave must be arranged with the immediate supervisor at least five (5) days in advance of the anticipated absence. Emergency circumstances shall also be considered should a waiver of the five (5) day notification be needed. These days may not be used to extend scheduled breaks or holidays that occur during the school year.
- b. These days are not cumulative and shall not be deducted from any other paid leave. However, any Employee not using his/her personal leave will have any unused personal leave time credited toward his/her sick leave accumulation.
- c. The form for Personal Leave Request can be found in the office of each building.

12. Military Leave - A leave of absence without pay for military service for one (1) enlistment period, shall be granted upon written request for an Employee who enters a branch of the armed services of the United States. An Employee returning from military service shall be returned to work per statute.

13. Child Care Leave - A child care leave, without pay, for a period of not more than one (1) year may be granted an Employee upon written request to the Superintendent. Leave may also be granted under the Family Medical Leave Act. FMLA (Family Medical Leave Act) will be on file with the Bargaining Unit and Central Office to view if circumstances warrant. Time off may be elected pursuant to the leave. Additional benefits provided by the District shall be adjusted.

14. F.M.L.A. (Family Medical Leave Act) – Eligible employees may take up to 12 weeks leave, as set forth under the Family Medical Leave Act and school district policy. The Board shall continue health insurance benefits during FMLA as required by law and as set forth in this agreement. The district will require the employee to, use accumulated paid leave including sick, personal, and vacation, during FMLA. Employees who voluntarily fail to return to work upon completion of FMLA, shall reimburse the district the cost of insurance premiums paid by the district.

15. Jury Duty/Court Attendance - A leave of absence shall be granted to an Employee subpoenaed to appear as a witness in court as a result of his/her performing the regular work assignment, or when an Employee is called for jury duty. The Employee shall be paid his/her daily salary, and a daily witness/jury fee (not including travel expenses or reimbursements of expenses) shall be given to the school District. If an Employee is dismissed or completes jury duty, he/she shall return to complete his/her shift if three (3) or more hours of the shift remain. Transportation Employees with missed trips will be given the next available trip not locked in. Transportation Employees with missed trips will be given the next available trip not locked in.

16. Conditions of Leaves

- a. In the event an Employee takes paid leave time (sick or vacation), the Employee's benefits (leave accumulation, insurance, etc.) shall continue to accrue or be paid as though they were working.
- b. An Employee who takes an unpaid leave of absence due to illness or injury which incapacitates him/her and whose sick leave has been exhausted, shall have his/her insurance paid for a period of thirty (30) calendar days, at which time all payment and benefits shall cease. An Employee may apply to the Sick Leave Bank if they have participated.
- c. The Employer reserves the right to require a physician's certification from the Employee concerning any illness and/or injury, and a physician's verification of the Employee's ability to return to work upon completion of the leave.
- d. Effective upon the ratification of this Agreement by both parties, Employee's who apply for and receive approval for unpaid leaves of one (1) or more days in which school is in session, the Employee shall reimburse the Employer for the cost for such days of his/her insurance benefits outlined in Article XIV of this Agreement.

ARTICLE XIII – HOLIDAYS AND VACATIONS

A. All Employees covered by this Agreement shall receive the following paid holidays each year, provided such Employees are on the payroll at the time of the holiday. If the holiday falls on a Saturday, it shall be observed on the preceding Friday. If the holiday falls on a Sunday, it shall be observed on the following Monday.

New Year's Day
Good Friday
Memorial Day

Independence Day
 Labor Day
 Opening Day of Deer Season when school is not in session
 Thanksgiving Day
 Friday after Thanksgiving
 December 24
 Christmas Day
 December 31

B. Holiday/Vacation pay shall be based on the Employee’s normal work hours and rate of pay.

C. General Provisions

1. Vacations will be based on the Employee’s normal daily work hours and rate of pay in his/her permanently assigned position.
2. Vacations shall be granted during the period established by the Employer, considering both the wishes of the Employee’s and the efficient operation of the department concerned.

Twelve (12) month Employee’s, whose normal work day is 5.5 hours, for example, during the school year and eight (8) hours, for example, during the summer months/vacation periods shall have vacation hours figured in the following way: $5.5 + 5.5 + 5.5 + 8.0 = 24.5$ hours divided by 4 = 6.125 hours of vacation accrued. This example is solely for the purpose of illustration. Other combinations of regular hours of work and summer/vacation work would be determined using the same formula.

3. Probationary Employees shall not receive Holiday pay.

D. Employee’s shall earn vacation as follows:

| <u>9-11-Month Employees</u> | <u>12-Month Employees</u> |
|-----------------------------|---------------------------|
| 0 - 2 years - 1 week | 0 - 2 years - 1 week |
| 3 - 5 years - 1½ week | 3 - 5 years - 2 weeks |
| 6 - 10 years - 2 weeks | 6 - 10 years - 2½ weeks |
| 11 - 15 years - 2½ week | 11 - 15 years - 3 weeks |
| 16 - 20 years - 3½ weeks | 16-20 years - 4 weeks |
| 21 and above - 4½ weeks | 21 - and above - 4½ weeks |

Employees hired on or after September 5, 2006, will receive vacation time as listed below:

9-11-Month Employees:

Nine to eleven (9-11) month Employees will receive paid vacation over Christmas Break and during Spring Break. (Example: December 21 – January 1). The days may vary depending on the length of the Christmas and Spring break for that year.

12-Month Employees

Twelve- (12) month Employees will receive paid vacation for Christmas and Spring break as indicated above plus the following:

| | |
|-------------|---------------------|
| 0-3 years | 1 week additional |
| 4-14 years | 1½ weeks additional |
| 15-20 years | 2 weeks additional |
| 20+ years | 2½ weeks additional |

E. Less Than Twelve-(12) Month Employees

Vacation time shall be taken at the Christmas and Spring Vacation periods for school-year Employees. Should an Employee have accumulated vacation time beyond what is required to cover the Christmas and Spring Vacation periods, they may have time off with prior approval of the Superintendent, or receive a lump sum payment at the end of the school year. However, if an Employee is on medical leave, he/she may elect to receive his/her vacation time if he/she has exhausted accumulated sick leave.

F. Any Employee with at least twelve (12) months of employment with the Employer who severs employment with the District shall receive payment for his/her credited vacation days.

G. Vacation time shall be pro rated from the date of employment to the first succeeding July 1, and thereafter shall be computed only from July 1 to June 30 each year as long as the individual remains in the employ of the Board.

H. Twelve-Month Employee Vacation Guidelines

1. Employees who are to receive one (1) week paid vacation shall take their vacation in a period of consecutive days. Employees who receive two (2) or more weeks paid vacation may take up to one (1) week of vacation time in one (1) or more day periods of time. The remaining amount of vacation time must be taken in a period of consecutive days. However, vacation time may be split into one (1) or more weeks, but only with one preference and with the approval of the Employer.

2. A vacation shall not be postponed from one year to another. Vacation shall be taken during the year immediately following the year or month in which the vacation was earned. However, if an Employee is on medical leave, he/she may elect to receive his/her vacation time if he/she has exhausted accumulated sick leave.

3. Vacations shall be granted during the period established by the Employer, considering both the wishes of the Employee's and efficient operation of the department concerned.
4. A vacation shall not be waived by an Employee and extra pay received for work during that period.
5. When a holiday falls on a day other than a Saturday or Sunday during a scheduled vacation, the vacation will be extended one (1) day continuous with the Vacation. Should the holiday fall on a Saturday or Sunday, the Employee shall receive the regular pay for a holiday as provided elsewhere in this Agreement.
6. Should more than one (1) Employee request the same or similar vacation time, seniority shall be the determining factor. All vacation requests must be submitted in writing and approved by the immediate supervisor.

ARTICLE XIV – COMPENSATION, HOURS OF WORK AND OVERTIME

A. Compensation

1. The salaries of Employee positions are shown in Appendix A, which is incorporated as part of this Agreement.
 - a. All Employees covered by this Agreement shall be paid in full every two (2) weeks on Friday, provided that one (1) week's pay shall be withheld from each Employee to allow accurate payroll computation.
 - b. Each Employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose for each two (2) week period. The Employee shall be responsible for maintaining these check stubs to provide his/her own up to date record, provided, however, that the Employer will provide the appropriate year-end reports and forms to each Employee for income tax purposes. By October 1st and February 1st each year all Employees shall receive an updated statement of sick days, vacation, and personal days.
4. Employees shall not be required to have their own vehicles present at their place of regular employment. When an Employee is assigned by his/her supervisor to use his/her own automobile to perform Bargaining Unit work, he/she shall be reimbursed at the current IRS approved rate.

Any Employee who is assigned to more than one building per day shall be reimbursed at the current rate for miles traveled during work hours. This shall be designated on postings for any positions where this mileage rate would apply.

5. Should an Employee be called in from home during his/her off duty time, he/she shall be guaranteed two (2) hours of work or pay provided he/she reports as assigned.

6. The Employer shall not require any Employee to attend a conference at the Employee's expense. No Employee shall suffer a loss of pay as a result of attending such conference.

16. Hours of Work

1. The work week is established as five (5) days a week, from Monday through Friday except during Summer months and all break periods when Employees have the option of working four (4) ten (10) hour days (except in August), provided all work days are adequately staffed. Benefits for all summer help will be based on five (5) eight (8) hour days.
2. The work year for Paraprofessionals shall be defined as student days or in conjunction with the At Risk (Section 31A) or Chapter/Title I Programs.
3. The work year for school-year Secretaries shall be from three (3) weeks prior to the opening of school and one (1) week following the closing of school, or one (1) week prior to the opening of school and three (3) weeks following the closing of school, but no more than a total of four (4) weeks. This will be with Administration approval.
4. The work year for twelve (12) month Employees shall be fifty-two (52) weeks.
5. All Bargaining Unit Members working shifts of seven (7) consecutive hours shall be entitled to a fifteen (15) minute rest period in the first half and another fifteen (15) minute rest period in the second half of their shift to be scheduled near the mid-point of each three-and-one-half (3-1/2) hour period of their shift. Scheduled breaks and lunch times cannot be skipped or altered except as approved by the supervisor. All Bargaining Unit Members working shifts of less than seven (7) consecutive hours but at least four (4) hours shall be entitled to a fifteen (15) minute break near the midpoint of their shift. All breaks described above are paid periods. It is recognized that the operating needs of the school District may occasionally require rescheduling of breaks by the immediate supervisor. All break lengths are to be strictly observed, by both parties.
6. In the event the Employer decides to extend any Employee's work day or work year, the position for the extended time shall be posted if the Employee chooses not to accept the extension. If no qualified applicant applies, the Employer may assign an Employee to the position, beginning with the least senior Employee.
7. The ratio of student to Paraprofessional time on the playground shall not exceed 75-1 at Tustin and Luther Elementary and 60 – 1 at LeRoy Elementary.
8. a. Extra work shall be offered on the basis of seniority rotation (top to bottom) of all custodians by building. For clarification purposes, Saturday and Sunday work in the MS/HS shall be considered one building. All extra work shall be signed for at least forty-eight (48) hours in advance. Exceptions will be made for an event (extra work) which is posted with less than forty-eight hours notice or emergency.

work. In the event that no employee signs for the extra work, it will automatically be assigned to the least senior person. A reverse order seniority (bottom to top) will go into effect until all positions for the event are filled.

b. Failure of a custodian to sign in their rotation, once for every three scheduled events in a row, will result in that employee being placed at the bottom of the rotation list.

C. Inclement Weather

1. Twelve-(12) month Employees will not be expected to report when school is closed or delayed due to Act of God days unless notified by their supervisor or his/her designee. Employee will be paid for two (2) Act of God days then, per approval of Supervisor or his/her designee, may use vacation, personal, or no pay day.
2. Less than twelve-(12) month Employees will not report to work on days when school is closed due to Act of God days. They will be paid for two (2) Act of God days and then have to use vacation, personal, or no pay days. They will be required to report on make-up days and will be paid their normal rate of pay for all hours worked.
3. Any Employee who works on a day when school is closed due to an Act of God will not receive additional pay above their normally scheduled hours. The exception to this is hours worked outside of the Employee's normal work day. (Example: Extra trips for bus drivers).

D. Overtime

1. Overtime worked in excess of forty (40) hours in any one (1) week shall be compensated at one and one half (1 ½) times the Employee's hourly rate. Hours absent while on personal business, vacation, Act of God, or sick days shall not be counted as hours worked when computing overtime. If any Employees (other than Bus Drivers) work on Saturday, he/she shall be paid one-and-a-half (1½) times his/her hourly rate. If any Employee works on a holiday or Sunday, he/she shall be paid two (2) times his/her hourly rate.
2. Overtime work will be permitted only when authorized by the immediate Supervisor.
3. Emergency duty overtime work shall be rotated according to seniority by building, by department, and classification. The senior Employee will be the first called, and the next senior Employee and the like manner until the crew is assembled. In the event a crew cannot be assembled, after the least senior Employee is called, Employees will be called in reverse order and Employees must report for emergency duty until the crew is assembled.

4. All members working in a department with less than forty (40) hours will be called on a rotating seniority basis. This list will be gone through until these members have been offered forty (40) hours.
5. After Department members are called and if there are still hours to be worked, non-departmental members with less than forty (40) hours that have signed up to sub will be called on a rotating seniority basis. This list will be gone through until these members have been offered forty (40) hours. These members must not go into overtime by subbing in another department, including Bus Drivers taking trips during the week.
6. If there are still hours to be worked in the same week, department members will be called by seniority rotation, even though they have forty (40) hours and it puts them into overtime.
7. It is understood that each Employee will let the sub caller know if he/she will be at forty (40) hours by the end of the week. The sub caller will then call the next Employee on the list.
8. This does not include Saturday and Sunday work which is already done on a rotation basis per classification, per building, and will remain the same.

ARTICLE XV – INSURANCE BENEFITS

- A. All Employees who are working for the school District on or before June 30, 1994 will receive full-time insurance benefits. Insurance co-pays will be based on the following schedule July 1 – December 31 and Jan 1 – June 30. This will follow student day's calendar.
- B. The Employer agrees to make every effort to provide each member of the Bargaining Unit with opportunity to work a minimum of thirty (30) hours per week.
- C. Employees will choose plan A or plan B:

1. **CHOICES II– PAK Plan A**

Choices II Insurance with 10/10 prescription
Dental with Coordination of Benefits
80/80/80 \$ 1000; 80 - \$1300 orthodontics – children up to age 19)
Sealants
Negotiated Life
\$45,000 AD&D and waiver of premium (WOP)
Vision – VSP 2 Silver

2. **MESSA Plan B includes:**

VSP 3 Gold – same as Plan A
Delta Dental – same as Plan A
Negotiated Life – same as Plan A
Long Term Disability – same as Plan A
Tax-Deferred Annuity or Non-Taxable Option at two hundred sixty dollars (\$260) per month

Employees hired from 1994 through June 30, 2003 and working the following hours shall be provided the above coverage:

| | |
|-------------------|----------------------------|
| 0-2.9 hours | None |
| 3.0-4.49 hours | 60% Plan A or 100% Plan B |
| 4.5-5.8 hours | 80% Plan A or 100% Plan B |
| 5.9 hours or more | 100% Plan A or 100% Plan B |

Employees hired on or after July 1, 2003 shall work the following hours for applicable coverage:

| | |
|---------------------------|---------------------------------|
| 30 or more hours per week | 100% of Plan A or B |
| 26-29 hours per week | 70% of Plan A or Plan B at 100% |
| 20-25 hours per week | 50% of Plan A or Plan B at 100% |

For Employees hired after July 1, 2003, but prior to June 6, 2008, hours will be averaged by semester. Overtime hours and hours worked outside of the Bargaining Unit Member's regularly assigned position shall be included for purposes of the level of premium contribution specified in Paragraph C. above.

For Employees hired after June 6, 2008, hours will be averaged by semester. New Employee's hours will be based on the hours for the current position hired. Overtime hours and hours worked outside of the Bargaining Unit Member's regularly assigned position (except where the Bargaining Unit Member is awarded a temporary vacancy) shall be excluded for purposes of the level of premium contribution specified in Paragraph C. above.

Additional non-taxable options may be purchased up to twenty percent (20%) of the full family subscriber rate of the agreed upon insurance carrier or an equal amount put into a Tax Deferred Annuity. (An Employee may contribute additional money to his/her annuity). The Board shall formally adopt a qualified document pursuant to Section 125 of the Internal Revenue Service code.

Members electing an annuity shall do so through a salary reduction agreement. The program will become effective on January 1, 1996, or a date determined by the underwriting guidelines of the plan, but in not more than ninety (90) calendar days, following the District having adopted the appropriate resolution and the parties having ratified this Master Agreement. Benefits currently being provided to Bargaining Unit Member Employee's shall continue as is until the newly negotiated benefits program is in effect.

All costs to implement and administer the Section 125 plan shall be borne by the Board.

- D. It is expressly understood that where both husband and wife are employed by the District, no duplicate health insurance shall be issued, it being the intent of the Board to provide only the insurance coverage for the entire family within the above program. For married couples employed by the School District, either the husband or wife must select Plan B specified in Section A above.

- E. A single payroll deduction shall be available for any or all additional MESSA or MEA programs.
- F. The District will notify MESSA upon an Employee's death for payment of any benefits due to the beneficiary.
- G. The Board or its designee will sign an Employer Participation Agreement for this program.

ARTICLE XVI – GENERAL TERMS

- A. Should the Employer require any Employee to give cash bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.
- B. If any Employee is required to wear any kind of uniform, including aprons obtained through the linen service for all cooks, and mechanic uniforms, as a condition of employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.
- C. Safety equipment will be made available to the Employees by the Employer when needed as determined by the Employer or required by law. When special clothing or equipment is required by the Employer, to perform special work assignments, such special clothing or equipment shall be furnished by the Employer.
- D. No Employee shall be charged for loss or damage unless clear proof of negligence is shown. Should there be a dispute relative to negligence by the Employee, the matter will be resolved through the grievance procedure.
- E. Employees shall be required to punch a time clock or complete a time sheet at the end of each scheduled work day. The decision as to whether Employees will punch a clock or keep a time sheet shall be made by the Employee's immediate supervisor. Time records will be reviewed and initialed by the immediate supervisor at the end of each pay period with a copy to the Employee. Should there be a dispute relative to the information on time record, said information will be made available to the Association and the grievance procedure will be used for resolution.
- F. Each school year, at least two (2) in-service days shall be provided by the Employer for the purpose of departmental in service training. The supervisor, or his/her designee, shall gather input from Employees regarding preferences for training when scheduling an in-service training. If an in-service is not scheduled, Employees will be entitled to two (2) day's paid work time. One day will be utilized during the opening day of school.
- G. Any Employee desiring to substitute in other positions or in departments may sign up for in-service provided on other in-service days. To be eligible for this training, the Employee must sign up in September to request substituting in the appropriate departments or positions. Such days shall be paid days.

- H. If an Employee desires additional voluntary in service days, beyond the two (2) required day, personal leave days, comp days, or no pay days may be used for approved professional development. Mandated training will be paid for by the District.
- I. The Board shall reimburse any Employee for the cost of special licensing, including CDL renewals or permits required for performance of assigned duties. This will include the required testing requirements for Para pros to maintain the highly qualified status of the No Child Left Behind Act or any State or Federal requirements.
- J. All Employees shall have the option of attending the awards ceremony for Employees as long as the time lost is made up during the same pay period. Employees shall have the same option if any member of their family is being honored by the school system or any department of the school system.
- K. Time incurred for District mandated testing will be compensated at the regular rate of pay.
- L. No member shall suffer for refusal to provide related services. (CIC/clean intermittent catheters, trachea tubes, etc.) Proper training will be provided for Employees who must provide specific services for special needs children.
- M. All dispensing of medication is to be with the appropriate statue as outlined by state. Employees may be required to administer medication to students when the following conditions are met:
 - 1. The parents or legal guardians have given prior written approval for the administration of medication by school personnel;
 - 2. The aforementioned permission is accompanied by written instruction from the attending physician or pharmacist;
 - 3. Medication is given in the presence of an adult witness;
 - 4. All necessary equipment and supplies are provided.

The employer shall indemnify and save harmless from any liability employees who administer medication to pupils when directed to do so by school supervisory personnel except for an act or omission amounting to gross negligence or willful or wanton misconduct.

ARTICLE XVII – EXTERNALLY FUNDED PROGRAMS

- A. After sixty (60) school days, persons employed through State or Federal programs, shall be treated in all respects as regular Employees and shall be covered by and comply with all terms and provisions to the Agreement.

- B. The parties further agree that it is not their intent to replace or displace through the use of State or Federal programs, either in whole or in part, in any way, Employees employed on the effective date of this Agreement, or to cause the loss of work or wages or the employment benefits of the same.

ARTICLE XVIII – MAINTENANCE OF STANDARDS

The Employer will make every effort, pursuant to the financial condition of the school District, to maintain all conditions of employment relating to wages, hours, terms and conditions of employment at no less than the highest minimum standards in effect at the time of signing this Agreement.

ARTICLE XIX – GRIEVANCE PROCEDURE

A. Definition

A claim or complaint by an Employee or group of Employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement, or any established practice, rule, order, policy, or regulation affecting Employees working conditions, may be processed as a grievance as hereinafter provided. (This is not to be interpreted to mean the Board cannot change policy as long as such policy does not violate the terms of this Agreement.)

B. Procedure

1. **INFORMAL - STEP ONE**: When a cause for complaint occurs, the affected Employee(s)/Association shall within seven (7) working days request a meeting with his/her immediate supervisor or designee in an effort to resolve the complaint. The Association shall be notified and representative(s) thereof present with the Employee at such meeting. If the Employee is not satisfied with the result(s) of the meeting, or if the immediate supervisor or designee refused to provide such meeting, within five (5) working days of the request, he/she may formalize the complaint in writing and proceed to Step Two.
2. **FORMAL - STEP TWO**: If the Association is not satisfied with the disposition of the grievance at Level One and if no disposition has been made within five (5) working days of receipt of the grievance, the grievance shall be transmitted to the Superintendent of Schools. Within five (5) working days after the grievance has been submitted, the Superintendent shall meet with the Association on the grievance. The Superintendent, within seven (7) working days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s). If the Superintendent is the immediate supervisor, the Association may forego Step Two and proceed to Step Three.
3. **FORMAL - STEP THREE**: If the Association is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made within seven (7) working days of receipt of the grievance, the grievance shall be transmitted to the

Board of Education. The Board shall hear the grievance at its next regularly scheduled meeting. Within seven (7) working days after conclusion of the hearing, the Board shall render a written decision thereon with copies to the Association and the grievant(s).

4. FORMAL - STEP FOUR: If the Association is not satisfied with the disposition of the grievance at Level Three, or if no disposition has been made within the period above provided, the Association may submit, within ten (10) working days, the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.

C. The Association, at its option, may process a grievance via the expedited arbitration procedure outlined as follows:

1. If the dispute is not resolved to the Association's satisfaction following the disposition of the Board of Education, the Association may appeal the grievance to the American Arbitration Association in accordance with its rules of expedited arbitration.
2. Both parties agree to be bound by the decision of the arbitrator.
3. The fees and expenses of the arbitrator shall be shared equally by the parties.

D. Miscellaneous Conditions

1. The term "days" when used in this Article shall mean working days. Time limits may be extended by mutual agreement.
2. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.
3. Grievances filed as Association grievances may, at the option of the Association, be initiated at Formal – Step Two of the grievance procedure.
4. If any Employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any Employee shall have been found to be improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

5. For the purpose of assisting an Employee, or the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit an Association Representative(s) access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected Employee or any issue in the proceeding in question. It is understood that said Employee(s) shall have signed an authorization for such an inspection. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
6. An Employee who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.
7. A Grievance Report Form can be found in the office of each building.

ARTICLE XX – TRANSPORTATION

- A. Any Bus Driver who earns six (6) points against his/her driving record for conviction of drunk or reckless driving at any time in any six (6) month period shall be subject to dismissal. However, should an opening exist in another classification for which the Employee is qualified, the Employee may be considered.
- B. Once a.m. and p.m. Vocational runs are assigned, they will remain with the regular a.m. or p.m. driver according to the time the run is made (for example: morning runs go to a.m. driver and afternoon runs go to the p.m. driver). Transportation Employees may leave other jobs to take trips due to licensing and certification requirements.
- C.
 1. A copy of all trip request forms that have been approved and dated by the Superintendent shall be given to the Transportation Supervisor and Transportation Representative of the Association by the Superintendent's office. All trips must be posted on the calendar by 8:30 a.m. the following workday. Extra trips shall be offered on the basis of a seniority rotation (top to bottom) of all Bus Drivers. All extra trips shall be signed for at least forty-eight (48) hours in advance except for emergency trips. Emergency trips and summer trips will be handled by phone when possible or announced over the radio on the next regular run and will also follow the seniority rotation. If a driver cannot be reached, they will be passed by in that rotation. If forty-eight (48) hour rotation puts a driver in line for an emergency trip and the driver is locked in for previous trip in rotation for the same day and time frame, the next available trip shall be offered. There will be no loss of rotation due to emergency trip.
 2. Any unusual trips as defined below shall be posted on the Trip Board in the Bus Garage and will be paid according to the following definitions:

Extension of time (EXT)
Minimum Trip (MT)

Minimum Field Trip (MFT)
Drop Off Only (DO)

Anything within the District is considered a minimum trip of one and one-half (1.5) hours.

Extension of time indicates trips which begin thirty (30) minutes from the starting or finishing times of your regular schedule.

A minimum field trip is a trip outside of the Pine River School District boundaries and is paid two-and-one-half (2-1/2) hours, (if the total time for the trip is two-and-one-half [2-1/2] hours or less).

Drop off only trips are from the point of origin to the return site.

- D. 1. Driver Rotation for Extra Trips: The parties agree that in the implementation of Article XX, Transportation, Section C, the seniority rotation for Bus Drivers on extra trips shall be strictly preserved. If a Driver signs for a trip that is subsequently canceled, that driver shall be given the first opportunity to sign for the first trip outside the forty eight (48) hour requirement. The next extra trip is to be offered, via seniority, to the driver who would have been eligible for the next available trip (not locked in), had his/her trip not been canceled. If the canceled trip results in a loss of a regular run, the driver shall be paid for a minimum field trip which shall count as a turn in rotation. At this time all other trips have been signed for will have to be resigned. Once the forty-eight (48) hours has passed with no one signing for it, the run will be assigned to low seniority. No driver shall miss a rotation trip when it would fall on the same day as a make-up trip. That driver then shall be offered the next available trip.
2. Drivers who sign up for a field trip and become eligible for a second field trip on the same day of rotation will not get a make up trip during Activity Day just before Christmas break and end of the year field trips.
- E. Drivers will come in and check book each morning by 8:30 a.m. to comply with the forty-eight- (48) hour sign up. All trips will be considered locked in at that time. Saturday trips will be locked in by 8:30 a.m. Wednesday. Drivers not wishing to take trips will sign a form to that effect to allow a timely sign up for other drivers. Drivers wishing to change their mind to trips may do so by signing for a trip. If a driver is working in another department or on a field trip and cannot be there to sign, they must call and make their intentions known to the classification rep. If a driver is absent or will be absent, they need to make their trip intentions known to the classification rep. Drivers who do not make their intentions known will be passed by. They will not be contacted by phone or radio.
- E. Bargaining Unit Members who provide transportation and other related services to the handicapped student(s) shall be provided awareness and training on how to deal with such student. The Employer agrees to provide lifts on any vehicles transporting wheelchair students, and seat belts or other restraints for each student transported when specified in the IEPC. Bus Drivers involved in transporting student(s) with special needs will be notified by the appropriate building Principal regarding input at IEPC meeting should the affected Bus Driver's input be necessary in developing the student(s) IEP. If a Bus Driver is experiencing behavioral problems with a student with special needs the driver should contact the appropriate building Principal. Bus aides will be provided in

the event the safety of the driver and/or passengers is compromised by the behavior and/or physical needs of the passengers as determined by an IEPC or the Employer.

- F. Buses will be parked at the home of the Bus Driver to which they are assigned, unless determined otherwise by the Transportation Supervisor.
- G. All special trips involving sixteen (16) or more students shall be driven by a Bus Driver member of the Bargaining Unit. If a special trip is not school District sponsored it is understood that non-school owned transportation may be used; however, if school vehicles are used, Bus Driver Employee's shall be offered the opportunity to drive the special trip.
- H. No probationary Bus Driver shall be eligible for out-of-District extra trips during his/her probationary period.
- I. Lodging – Bus Drivers
 - 1. Should lodging be necessary during an extra trip, the cost incurred by the Employee shall be advanced by the Employer.
 - 2. It is understood that on all overnight trips, Employees will be paid for eight (8) hours unless an emergency should occur requiring additional hours.
 - 3. Transportation Request Form can be found in Appendix F.

ARTICLE XXI – ABSENCES AND SUBSTITUTIONS

- A. Substitutes for positions within their building shall be considered from the Bargaining Unit for each opening provided the unit member meets the job description qualifications for the vacancy. Individuals within his/her building will have the first option to fill vacancies. Qualifications will be determined by a committee comprised of Bargaining Unit Members and the Administration. Unit members will have the opportunity to test for positions during the month of August prior to the opening of the school year. New hires will periodically have the opportunity to test/attend trainings during the academic year. Bargaining Unit Members must stay in permanent assigned position unless Bargaining Unit Members compensation will be one or more hours than regularly assigned job with the exception of secretaries.

Union members shall indicate to Central Office their willingness and availability to substitute in a particular area. Bargaining Unit Members will be allowed to sign up for substitute work in September and January. New hires will be allowed to sign for substitute work at the time of their employment.

There may be times when qualified personnel, either inside or outside of the Bargaining Unit, are not available to fill a position. At that time it will be the discretion of the building Administrator/Supervisor not to fill a vacant position. Examples of those

positions may be maintenance positions, groundskeeper, bus mechanic, Title I/Chapter I/At Risk paraprofessionals, middle school/high school library paraprofessional.

Additionally, supervisors/building Principals may be required to cover in emergency situations.

- B. The Board shall provide an assigned individual(s) to handle all calling of substitutes required. The caller(s) shall be contacted by the Employee during the prescribed hours of paragraph C below. The caller(s) will only be required to make one (1) call to the first person on the list before going on to the next name and until the position has been filled. An Employee will be able to refuse to sub three (3) times before being removed from the sub list. The caller(s) shall document times of all calls they make.
- C. An Employee unavailable for work will call in at least one (1) hour before his/her shift begins. If an Employee needs a sub outside the sub call in time, he/she must call his/her building Administrator. No calls will be placed to the caller after 10:00 p.m. Every effort will be made to call during the normal work day of the sub caller(s).

ARTICLE XXII – DURATION OF AGREEMENT

This agreement shall be effective as of September 1, 2008, and shall continue in full force and effect through August 31, 2009. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date.

If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration, this Agreement shall expire at such expiration date unless it is extended by written mutual agreement by both parties.

PINE RIVER AREA SCHOOLS

MICHIGAN EDUCATION ASSOCIATION

Superintendent

Negotiator

Board President

President

Date

Date

**APPENDIX A
SALARY SCHEDULE
2008-09 (2%)**

| Classification | Step 1 | Step 2 | Step 3 | Step 4 |
|-------------------------|---------------|---------------|---------------|---------------|
| Custodial | \$12.68 | \$13.11 | \$13.54 | \$14.13 |
| Summer Employees | \$12.68 | \$13.11 | \$13.54 | \$14.13 |
| Maintenance I/Grounds | \$13.76 | \$14.39 | \$14.93 | \$15.63 |
| Maintenance II | \$12.99 | \$13.43 | \$13.86 | \$14.45 |
| Head Cook | \$12.36 | \$12.79 | \$13.22 | \$13.81 |
| Cook/Cashier | \$11.97 | \$12.41 | \$12.84 | \$13.43 |
| *Paraprofessional/Aides | \$11.99 | \$12.53 | \$12.95 | \$13.77 |
| Nurse | \$14.14 | \$14.67 | \$15.21 | \$15.91 |
| Secretaries/Dispatcher | \$12.76 | \$13.29 | \$13.83 | \$14.52 |
| Technology | \$17.80 | \$18.34 | \$18.87 | \$19.57 |
| Mechanic | \$13.43 | \$13.96 | \$14.50 | \$15.20 |
| Mechanic II | \$12.25 | \$12.68 | \$13.11 | \$13.70 |
| Bus Driver | \$12.36 | \$12.79 | \$13.22 | \$13.81 |
| Minimum Trip | \$18.29 | \$18.73 | \$19.26 | \$19.94 |
| Field Trip/Minimum | \$32.14 | \$32.60 | \$33.04 | \$33.53 |

(Note: Thirty-five (\$.35) cents shift differential shall be paid to eligible Employees for each shift where fifty percent (50%) or more of their entire regularly scheduled shift falls between the hours of 4:00 p.m. and 5:00 a.m.)

*Instructional Para pros who attain certification will receive a thirty-five cent (\$.35) rate differential in a position where certification is required for NCLB Act or other State and federal requirements.

Supervisory pay shall be as follows: Two dollars and fifty-seven cents (\$2.57) over the Employee's regular pay.

LONGEVITY

- A. Beginning with the 10th year of employment, Employees will receive \$450.00 in 2008-09.
- B. Beginning with the 15th year of employment, Employees will receive \$700.00 in 2008-09
- C. Longevity shall be payable on the first check in December in a lump sum. Unpaid time shall not count toward meeting the longevity requirement. If eligibility is not met by December 1st, the Employee shall not receive longevity for that year or higher rate achieved in the 15th year.