

**MASTER CONTRACT  
PINE RIVER AREA SCHOOLS**

**and**

**PINE RIVER  
EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION, MEA/NEA**

**September 1, 2016 – August 31, 2017**  
(as adjusted regarding health insurance language)

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## AGREEMENT

This agreement made and entered into the 1st day of September, 2016 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 (full and part time)
Paraprofessionals	Food Service
Cashiers	Transportation
Secretaries/Dispatcher	

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.; (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 or to refrain from such activities. The Employer agrees that they 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 or lack of participation. No Employee shall be prevented from or required to wearing insignia, pins, or other identification of membership in the Association at any time by the Employer or union.
- 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. The association shall reimburse the District the cost of compiling and copying as provided under FOIA.
- 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 contract shall be posted online.
- 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 mediation. Any on-the-job training shall be provided by the supervisor and/or director or his/her designee.
- 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, complete with identified supervisors, duties and responsibilities will be reviewed and/or updated as necessary, including upon addition of new positions. The administration will include the union in the discussion of the updates of job descriptions, duties, and responsibilities, but shall retain final authority in the publishing of any changes. Any change in job descriptions, identity of supervisor, duties, and responsibilities will be supplied to the union and to the employee prior to September 1 of the affected school year.
- J. 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.
- K. 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 unless it impacts the operation and efficiency of the District.

- L. 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, marital status, physical characteristics or disability, or place of residence.
- M. No Employee shall be disciplined for arbitrary or capricious reason. The term “discipline” as used in this Agreement includes written reprimands, suspensions, without pay, discharges. 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 practice of progressive discipline; however, the severity of the offense may warrant immediate dismissal.

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 provided the delay in meeting is no longer than five (5) calendar days.

- N. Reasons for immediate discharge include but not limited to: Drinking or drunkenness on Job; Theft; possession of Drug Paraphernalia; reckless endangerment to self or others (gross negligence); possession of illegal drugs or commission of a crime or felonious activity or upon receiving a third (3<sup>rd</sup>) written reprimand during a period of five (5) calendar years.
- O. 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.
- P. 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.
- Q. 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 up to \$100. 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.

#### **ARTICLE IV – DEPARTMENTS DEFINED**

There shall be five (5) departments under the terms of this Agreement. These shall be known as:

1. Custodial
2. Food Service Department/Cashier
3. Instructional Paraprofessional/Non-Instructional Paraprofessional
4. Secretarial/Dispatch Department
5. Transportation

#### **ARTICLE V – PROBATIONARY PERIOD**

- A. All new Employees shall serve a ninety (90) 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 or non-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 ninety (90) 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 shall 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 VI – SENIORITY, LAYOFF AND RECALL**

- A. Seniority shall be defined as length of continuous service in a regular bargaining unit position and department. Seniority shall begin on the first full day of work and shall be credited as such upon successful completion of the probationary period. In the circumstances of date of hire of more than one individual beginning employment on the same date, a drawing will be conducted to determine position on the seniority list.

Should there be any employees holding the same seniority date within the same classification upon ratification of this Agreement, a drawing will be conducted as outlined above within ten (10) days following ratification to determine seniority for those employees.

- B. The Board 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 show each employee's department seniority and District seniority. Said list 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.
- C. An employee shall lose his/her seniority rights if he/she retires, resigns, is discharged, fails to report to work without notice for two (2) days, fails to notify the district of their intent to return to work within five (5) working days following receipt of a written recall to employment while on layoff, or is laid off for a period of more than one (1) year. It is expressly understood that seniority is not lost during an unpaid leave of absence or a period of layoff, nor shall it accumulate during that time.
- D. In the event of a layoff, the Association shall be notified at least fifteen (15) working days prior to any staff reduction, except in cases of emergency. Employees to be laid off shall be so notified, in writing, at least fifteen (15) working days prior to their release, except in cases of emergency.
- E. District seniority shall prevail in the lay-off and recalling of employees. In reducing the work force because of lack of work or other legitimate causes, the last employee hired shall be the first employee laid off provided a more senior employee is fully qualified and able to perform the duties; and, the last employee laid off shall be the first employee recalled, provided that said employee is fully qualified and able to perform all the duties of the position. In the laying off and recalling of laid-off personnel, the work performed by said employee shall be considered as a determining factor. If all employees within an affected department have satisfied their right to bump and there remains a vacancy, employees from other departments by seniority, shall have the right to bump into that vacancy, if qualified. Qualified is defined as the meeting all requirements of the position, positive evaluations, attendance & disciplinary record.
- F. Laid off employees shall be given five (5) working days to notify the district of their intent to return to work. The recall notice shall be mailed to his/her last known address by certified mail. If the employee fails to notify the district of their intent to return within the five (5) working day period, he/she shall be considered as voluntarily resigning from the school system and shall lose all rights and benefits. During the recall period specified above, the Board shall have the right to assign a temporary employee to fill the open position.
- G. If the Board determines to reduce the working hours of an employee by two (2) hours per day or more, a fifteen (15) working day notice shall be provided before the new schedule is effective except in case of emergency. Said employee may bump into a like position for which he/she is qualified, to retain his/her hours. (i.e., part time for part time, regular run for regular run, third run for third run, etc.)



- H. In any situation involving the bumping process, no employee shall have more than ten (10) calendar days in which to exercise his/her bumping rights.

**ARTICLE VII– 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 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.
- C. A temporary vacancy shall be defined as a position held by an Employee on any kind of absence for at least sixty (60) calendar days. Temporary vacancies may be filled first by departmental seniority and then by District seniority provided fully qualified to perform the duties of the position. 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. Qualifications as per job descriptions
  - 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 and the employee requests the reasons, 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. An Employee, when temporarily required to work in a classification higher than his/her classification, will be paid at the higher rate of pay. When he/she returns to his/her regular position, the regular wage rate shall once again apply. 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.
- I. 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.)
- J. When transferring from one department to another, whether voluntarily or involuntarily, former departmental seniority shall not be forfeited.
- K. Any Employee involuntarily transferred to another department shall be returned to vacancies within his/her department upon availability provided that the employee formerly had positive evaluations, is qualified and has demonstrated a history of reliable attendance.
- L. All Summer work not assigned to eleven (11) 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. Summer work includes all non-student days

#### **ARTICLE VIII – JOB DUTIES, EVALUATION AND PERSONNEL FILES**

- A. Each year all Association members will receive a copy of his/her job description(s) 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 duties and responsibilities in their given job.
- B. Any evaluation of an Employee's work performance shall be based upon said job description and overall performance and be prepared by the Employee's immediate supervisor or another regularly employed administrator of the school District on an annual basis. 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 ninety (90) calendar days of employment. Video cameras may be used for evaluation and discipline and as part of a personal observation and evaluation by the supervisor.

- C. If an Employee disagrees with an evaluation, he/she may submit a written response within ten (10) days, 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.
- D. 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.
- E. The evaluating administrator or director shall prepare, submit to and discuss a written evaluation with the Employee after notifying the employee that the annual or ninety-day evaluation has been prepared.
- F. 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. All employees will be notified of a FOIA request for the employee file.
- G. The evaluation form shall be kept in the office of each building.

#### **ARTICLE IX – 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 bargaining unit 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 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 subject to Superintendent approval. 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 five (5) days per year to 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 X – LEAVES OF ABSENCE**

- A. Paid Time Off
  - 1. All Employees shall, at the beginning of each school year, be credited with twelve (12) days paid time off to be used for sick leave or personal leave only, six (6) of which are to be used at Winter Break (3) and Spring Break (3) only unless a doctor's note requires the use these designated holiday PTO days prior to that school year's winter and spring breaks. If a member works over either winter or spring break as part of a crew or is called in for duty, these required PTO days may be used elsewhere during the school year. These days may not be used to extend scheduled breaks or holidays that occur during the school year. Unused days will roll over.

Accumulated “sick leave” accrued under the terms of previous contracts totaling more than ninety (90) days as of September 1, 2014 shall be retained and used for illness or disability of the Employee or immediate family. 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.

2. Whenever an Employee retires or voluntarily severs employment from the Pine River Area Schools after ten (10) years of employment, the Employer shall pay a rate of forty-eight dollars (\$48.00) per full day for accumulated paid time off up to a maximum of ninety (90) days or one hundred eighty (180) days if Employee has accrued more than ninety (90) as of September 1, 2014. Employees shall receive the accumulated paid time off pay as an employer contribution into a 403(b) fund on the School Board approved list. The employee has no option to receive cash.
3. 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 or in the event of a noticeable pattern or absences.
4. 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.
5. In the case of Paid Time Off 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.
6. 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.

7. 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 place two (2) paid time off days 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.
- c. Annually, 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 PTO/sick leave to the Bank and submits his/her authorization to join. The authorization to join must be made in September at the beginning of each participatory year. Employees opting to not enroll in the Sick Leave Bank during September shall be denied membership to the Bank for the duration of that school year. A member who borrows from the Sick Leave Bank, regardless of current membership status, must make payments back to the Sick Leave Bank at a rate of two (2) days per year, such days will be deducted at the beginning of each school year until the Sick Leave Bank is paid back or until employment is separated, whichever comes first.
- d. 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 one hundred (100) days. First year Employees may join with two (2) days regardless of accumulated days.
- e. A member will donate one (1) day of his/her paid time off leave to the bank only when the tabulation drops below eighty-five (85) days. When the bank falls below the eighty-five (85) 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.
- f. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.

- g. 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.
- h. Maximum withdrawal will not exceed fifteen (15) days per request. 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.
- i. 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.
- j. 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.
- k. 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.
- l. 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.

8. 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 paid time off leave upon prior approval of the Superintendent.

- b. An Employee, with the approval of the Superintendent, shall be allowed up to one (1) day per funeral of a person not in their immediate family. The use of the day will be deducted from Paid Time Off days.
  
- 9. 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.
  
- 10. 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.
  
- 11. 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.
  
- 12. 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.
  
- 13. Conditions of Leaves
  - a. In the event an Employee takes paid time off, the Employee's benefits (leave accumulation, insurance, etc.) shall continue to accrue or be paid as though they were working.



- b. The Employer reserves the right to require a physician's verification (from the Employee concerning any illness and/or injury), of the Employee's ability to return to work upon completion of the leave.
- c. Employees 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. Unpaid leave shall not exceed sixty (60) days and must be preapproved. Failure to return to work after sixty (60) days of unpaid leave will constitute termination of employment from the District.
- d. An employee who uses a full day of paid time off when school is in session must use a full day of paid time off.

**ARTICLE XI – HOLIDAYS**

- A. All Employees covered by this Agreement shall receive paid time off for 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
- Martin Luther King Day (if school is not in session)
- President's Day (if school is not in session)
- Good Friday
- Memorial Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 24
- Christmas Day
- December 31

- B. Paid time off shall be based on the Employee's normal work hours and rate of pay or as based on assigned, long-term substitute position when the long-term assignment surpasses twenty (20) work days.
- C. General Provisions
  - 1. Probationary Employees shall not receive Holiday pay.

## **ARTICLE XII – 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 1<sup>st</sup> and February 1<sup>st</sup> each year all Employees shall receive an updated statement of sick days, vacation, and personal days.
2. 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.
3. 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.
4. 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.

### B. 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 Title I Programs.
3. The work year for school-year Secretaries shall include up to four (4) weeks time before or after the school year as determined by the affected administrator.
4. 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 midpoint 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.
5. 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.
6. The ratio of student to Paraprofessional time on the playground shall not exceed 60 – 1 at the elementary level.
7.
  - a. Extra custodial work shall be offered on the basis of seniority rotation (top to bottom) of all custodians by building. For clarification purposes, work in the MS/HS shall be considered one building for all extra work. Failing the requisite number of custodians willing to sign up for extra custodial work, probationary custodians will be offered extra work first, and all other existing support staff from other categories next, per the seniority list maintained in central office for the purpose of extra custodial work. Support staff may be added to this list by notifying the administrative assistant to the superintendent. 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 two (2) scheduled events in a row, will result in that employee being placed at the bottom of the rotation list.

- c. If a custodian signs for an event that is subsequently canceled, that custodian shall be given the first opportunity to sign for the first event outside the forty eight (48) hour requirement. The next event is to be offered, via seniority, to the custodian who would have been eligible for the next available event (not locked in), had his/her event not been canceled.
- d. Likewise, the provisions listed above in 7 (a-c) shall be in effect for the purpose of extra kitchen work. Only qualified personnel (up to date and required training), regardless of category, however, may work with food.

C. Inclement Weather

1. 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 Act of God day only if the employee elects to utilize paid time off day.
2. 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. 1. If administration should close school due to illness employees may use accumulated sick, or paid time off days. Employees will not be penalized toward their end of the year attendance stipend.

E. 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, shall not be counted as hours worked when computing overtime. If any Employee works on a holiday or Sunday, he/she shall be paid two (2) times his/her hourly rate.
2. 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.

3. 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.
4. 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.
5. 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.
6. 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.
7. Overtime does not include Saturday and Sunday work which is already done on a rotation basis per classification, per building, and will remain the same. The MS/HS shall be considered one building.
8. Employees shall not bid on extra trips or accept substitute assignments that will put them into overtime before Friday without authorization of their immediate supervisor. Repeated unauthorized overtime hours worked may result in discipline.

### **ARTICLE XIII – 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. The Board shall provide Primary Health benefits through 44North, with secondary benefits through a provider of the district's choice. This protection will be for the full duration of the Contract. All employees shall enroll in 44North Plan A (buy-up plan), 44North Plan B (base plan), or Plan C (previously known as Pak B).

1. The 44North Plan A (buy-up plan) benefit and contribution specifics are as follows:
  - a. IN Deductible: \$200/\$400  
 OV/Chiropractic/UC/ER Copay: \$15/\$15/\$15/\$100 (Specialist, Chiropractic, UC, ER after deductible)  
 Rx Drug Copay (30 day supply): \$10/\$40/\$80/20% of approved amount (\$100-200 Max)  
 Rx Drug Copay (90 day supply): \$20/\$80/\$160/Not available  
 Preventive Care and Adult Immunization Rider included  
 Teladoc
  - b. Delta Dental with coordination of benefits  
 80/80/80 \$1000 Annual Max  
 Two (2) Cleanings and Sealants  
 Orthodontics: 80% Lifetime Max \$1300 for children up to age 19
  - c. Vision - VSP-2 Silver
  - d. Long Term Disability  
 60%/\$5000 maximum per month  
 90 calendar days modified fill  
 Freeze on offsets  
 Alcohol/drug addiction 2-year limit  
 Mental/nervous 2-year limit
  - e. Negotiated Life and AD&D Insurance  
 \$45,000 each and waiver of premium
  - f. The Board will contribute \$14,000 towards the cost of a family plan with rates for 2 person and single plans to be prorated and calculated by 44North. Employees will contribute the remaining cost. This amount will be provided by 44North.
2. The 44North Plan B (base plan) benefit and contribution specifics are as follows:
  - a. IN Deductible: \$1000/\$2000  
 OV/Chiropractic/UC/ER Copay: \$15/\$15/\$15/\$100 (Specialist, Chiropractic, UC, ER after deductible)  
 Rx Drug Copay (30 day supply): \$10/\$40/\$80/20% of approved amount (\$100-200 Max)  
 Rx Drug Copay (90 day supply): \$20/\$80/\$160/Not available  
 Preventive Care and Adult Immunization Rider included  
 Teladoc
  - b. Portions (b.) through (e.) from 44North Plan A are included in 44North Plan B.
  - c. The Board will contribute \$14,000 towards the cost of a family plan with rates for 2 person and single plans to be prorated and calculated by 44North. Employees will contribute the remaining cost. This amount will be provided by 44North.
3. The Plan C (previously known as Pak B – does not include health insurance coverage) benefit and contribution specifics are as follows:
  - a. Portions (b.) through (e.) from 44North Plan A are included in Plan C.

- b. Tax-Deferred Annuity or Non-Taxable Option at two hundred sixty dollars (\$260.00) per month

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

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

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

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

If an employee does not have a thirty hour per week permanent job, hours will be reviewed according to the Affordable Care Act. This would involve tracking hours and working with the measurement period, the administrative period and the stability period as dictated by the Federal Affordable Care Act. This would be to determine if an employee should be offered 100% of Plan A. The employee would also be subject to withholdings for insurance coverage as provided for in the contract.

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.

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 XIV – 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 the 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. The employer shall provide and launder all aprons for food service employees.
- 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 one (1) 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



inservice training. If an in-service is not scheduled, Employees will be entitled to one (1) day's paid work time.

- G. 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.
- H. Time incurred for District mandated testing will be compensated at the regular rate of pay.
- I. 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.
- J. 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 XV – 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.

### B. Procedure

- 1. **INFORMAL - STEP ONE:** When a cause for complaint occurs, the affected Employee(s)/Association shall within fifteen (15) 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 ten (10) working days after the grievance has been submitted, the Superintendent shall meet with the Association on the grievance. The Superintendent, within ten (10) 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 ten (10) 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 or days when the Superintendent’s office is open. Time limits may be extended by mutual written 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. 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.
5. An Employee who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.
6. A Grievance Report Form can be found in the office of each building.

**ARTICLE XVI – TRANSPORTATION**

- A. Any Bus Driver who earns six (6) points against his/her driving record at any time in any eighteen (18) 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. Other offenses may result in discharge, including, but not limited to those offenses where there is gross negligence or where students or others are exposed to possible danger of injury or harm.
- 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 if properly licensed and certified.

C. Extra Trips. 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. All trips must be posted on the calendar by 8:15 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 a 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 an emergency trip.

1. 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 Out of District (MTO)  
Minimum Trip In District (MTI) 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 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 and shall be paid at the appropriate in district or out of district rate. If the drop off exceeds 1.5 hours in district or 2.5 hours out of district the trip will be paid at the appropriated contractual rate.

D. Driver Rotation for Trips: The parties agree that in the implementation of Article XX, Transportation, Section C, the seniority rotation for Bus Drivers on 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 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 in district or out of district trip which shall count as a turn in rotation. At this time all other trips that have been signed for will have to be resigned for. Once the forty-eight (48) hours has passed with no one signing for it, the trip 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. Eligibility for designated trip rotation shall be by a full time driver having both an a.m. and a p.m. bus route.

Drivers who sign up for a trip and become eligible for a second 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 trips beginning May 1. If driver trip is cancelled the affected driver will be eligible for next available trip not locked in.

E. Drivers will come in and check the extra trip book each morning by 8:15 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 8:15 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 trip and cannot be there to sign, they must call and make their intentions known to the classification rep or Transportation Supervisor only. 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.

1. After thirty (30) days, District-employed probationary drivers may be placed on the trip rotation list by seniority; where there are no district drivers who wish to sign for a trip, probationary drivers may sign.

2. After district drivers and district-employed probationary drivers, substitute drivers may be placed on the trip rotation list by seniority as established by seniority in the district as a bus driver per numbers of runs—to include any and all employment with the district as a bus driver. Where there are no district-employed drivers or probationary drivers who wish to sign for a trip, substitute drivers may sign for a trip. Substitute drivers, regardless of their seniority, **shall not** be placed above drivers or probationary drivers on the trip list.

3. Extra trips refers to in-district and out-of-district trips which encompass more than bringing students directly from home to school or from school to home as part of a standard run.

4. A seniority list for substitute drivers, based on number of runs shall be maintained by the Transportation Department and posted in a conspicuous area near the extra trip list.

- F. 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.
- G. Buses will be parked at the home of the Bus Driver to which they are assigned, unless determined otherwise by the Transportation Supervisor.
- H. 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 buses are used, Bus Driver Employee's shall be offered the opportunity to drive the special trip.
- 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 XVII – 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. 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 secretarial position. Any and all buildings that an employee is assigned to work on a regular basis will be considered their building for subbing purposes.

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 Title I and 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 consecutively for all positions employee has applied for 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 before 5:00 a.m. or after 10:00 p.m. Every effort will be made to call during the normal work day of the sub caller(s).

**ARTICLE XVIII – DURATION OF AGREEMENT**

This agreement shall be effective as of September 1, 2016, and shall continue in full force and effect through August 31, 2017.

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



**LONGEVITY**

- A. Beginning with the 10th year of employment, Employees will receive \$450.00 in 2016-2017.
- B. Beginning with the 15th year of employment, Employees will receive \$700.00 in 2016-2017.
- 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 1<sup>st</sup>, the Employee shall not receive longevity for that year or higher rate achieved in the 15<sup>th</sup> year.

**(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.)**

**APPENDIX A  
SALARY SCHEDULE  
Beginning September 1, 2016**

<b>Classification</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
Custodial	\$13.24	\$13.72	\$14.17	\$14.77
Summer Employees	\$13.24	\$13.72	\$14.17	\$14.77
Cook	\$12.92	\$13.36	\$13.84	\$14.44
Cook/Cashier	\$12.52	\$ 12.97	\$13.42	\$14.05
Non-Instructional Paraprofessional	\$12.54	\$13.09	\$13.55	\$14.40
Instructional Paraprofessional	\$12.89	\$13.47	\$14.13	\$14.76
Secretaries/Dispatcher	\$13.34	\$13.91	\$14.46	\$15.17
Bus Driver			\$13.84	\$14.44
Minimum Trip In District	Per driver pay and scale step	Per driver pay and scale step	Per driver pay and scale step	Per driver pay and scale step

## PINE RIVER AREA SCHOOLS PAID TIME OFF REQUEST

Name \_\_\_\_\_ Department \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Date Requested for Leave: \_\_\_\_\_

Employee's  
Signature: \_\_\_\_\_

Date

Supervisor's Approval \_\_\_\_\_

Date

Principal's Approval \_\_\_\_\_

Date

Superintendent's Approval \_\_\_\_\_

Date