

MASTER AGREEMENT

BETWEEN

THE ENGADINE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION,
NMEA/MEA/NEA

AND

THE BOARD OF EDUCATION

OF

ENGADINE CONSOLIDATED SCHOOLS

ENGADINE, MICHIGAN

TABLE OF CONTENTS

ENGADINE SUPPORT STAFF AGREEMENT	3
ARTICLE I - RECOGNITION	4
ARTICLE II - ASSOCIATION RIGHTS	5
ARTICLE III - BOARD RIGHTS	6
ARTICLE IV - PAYROLL DEDUCTIONS	7
ARTICLE V - SENIORITY (Probationary Employees)	8
ARTICLE VI - SENIORITY	9
ARTICLE VII - LOSS OF SENIORITY:	10
ARTICLE VIII - LAY-OFF AND REDUCTION IN PERSONNEL	11
ARTICLE IX - RECALL PROCEDURES	12
ARTICLE X - TRANSFER OF EMPLOYEES	13
ARTICLE XI - JOB POSTINGS AND BIDDING PROCEDURES	14
ARTICLE XII - SICK LEAVE	15
ARTICLE XIII - PERSONAL BUSINESS DAYS	18
ARTICLE XIV - UNPAID LEAVES OF ABSENCE	19
ARTICLE XV - HOLIDAY AND INCLEMENT WEATHER	20
ARTICLE XVI - VACATIONS	21
ARTICLE XVII - GRIEVANCE PROCEDURE	22
ARTICLE XVIII – EMPLOYEE RIGHTS	26
ARTICLE XIX - AGENCY SHOP	27
ARTICLE XX – MISCELLANEOUS PROVISIONS	29
ARTICLE XXI - NO STRIKE CLAUSE	30
APPENDIX A – COMPENSATION	32
SALARY SCHEDULE	34
APPENDIX B - BENEFITS	35
APPENDIX C - BUS DRIVER/MECHANIC POSITION	37

ENGADINE SUPPORT STAFF AGREEMENT

1. This agreement entered into this 29th day of November 2004, by and between the Board of Education of the Engadine Consolidated Schools, hereinafter called the "Board", and Engadine Educational Support Personnel Association, NMEA/MEA/NEA, hereinafter called the "Association".
2. The Board and the Association, following extended deliberate negotiations, have reached certain understandings which they desire to memorialize.

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

ARTICLE I - RECOGNITION

- A. The Board recognizes the Engadine Educational Support Personnel Association/ Northern Michigan Education Association/Michigan Education Association/National Education Association, NMEA/MEA/NEA as the sole and exclusive bargaining agent for all non-certified employees within the unit who are employed by the Board in the following positions:

All non-certified custodians, cooks, bus drivers, bus mechanics, teacher aides, librarians, technical coordinators and secretaries. Excluding a secretary working in the superintendent's office, the business administrator, substitute bus drivers, teachers, cooks or custodians, or any other temporary employees, vacation help and part-time employees hired as replacement for regular employees on a temporary basis.

ARTICLE II - ASSOCIATION RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every non-certified employee of the Board shall have the right to freely organize, join or support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board agrees that it will not discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board or his institution of any grievance, complaint or proceedings under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. However, no Association meetings will be held while school is in session.
- C. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex or martial status.
- D. A copy of any disciplinary action or material related to employee performance which is placed in the personnel file shall be provided to the employee (the employee so noting receipt, or the supervisor noting employee refusal to acknowledge receipt) or sent by certified mail (return receipt requested) to the employee's last address appearing on the Employer's records.
- E. Upon employee request, records of disciplinary actions/interim evaluation ratings shall be removed from an employee's file twenty-four (24) months following the date on which the action was taken or the rating issued providing no new disciplinary action/ interim evaluation rating has occurred during such twenty-four (24) month period.

ARTICLE III - BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this agreement are retained by the Board.
- B. Except as expressly provided otherwise in this agreement the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.
- C. The matters contained in this agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.
- D. The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during working hours are vested exclusively in the Board.
- E. It shall also be the sole right of the Board to hire all employees and subject to the provisions of law to determine their qualifications and conditions for their continued employment, suspension, layoff or demotion, and to promote and transfer all such employees.
- F. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised in the past.
- G. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

ARTICLE IV - PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of the employee and; make appropriate remittance for annuities, credit union, saving bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- B. This article shall be effective retroactively to the date of the Agreement and all sums payable hereunder shall be determined from said date.
- C. Appropriate forms will be provided to the employee, by the employer, upon the employee's request.
- D. The Board shall provide a qualified Cafeteria Plan under Section 125 of the Internal Revenue Code to bargaining unit members. The plan will provide for:
 - (1) Cash Option Plan
 - (2) Premium Contribution Plan

Bargaining unit members shall be allowed to elect MESSA Optional Benefits under this plan through a salary reduction agreement. The program will become effective October 1, 1996, or a date not more than ninety (90) calendar days from the date of this agreement. All cost relating to the implementation and administration of benefits under this program shall be borne by the employer. The Board reserves the right to name the administrator of the Section 125 Plan.

ARTICLE V - SENIORITY (Probationary Employees)

- A. New employees hired in the unit shall be considered probationary employees for the first ninety (90) days worked. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank from the original date of hire. There shall be no seniority among probationary employees. Personal leave benefits do not apply during the probationary period, and sick leave use will be limited to two days. Upon completion of the probationary period all benefits under the agreement shall be retroactive to date of hire.

- B. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours, hours of employment and other conditions of employment as set forth in this Agreement.

ARTICLE VI - SENIORITY

- A. Seniority shall not be affected by age, race, sex, marital status, or dependents of the employee.
- B. The seniority list on the date of this agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- C. Seniority shall be within classification, in accordance with the employee's last date of hire.
- D. Any employee commencing employment on or after July 1st and who has been employed for at least ninety (90) working days shall have for the purpose of salary adjustment, a full year by the next June 30, following their employment.
- E. Employees who transfer out of the bargaining unit but remain employees of the school district shall retain their seniority in their former classification frozen at the years of service they had when leaving the bargaining unit.
- F. Upon request of the Association a seniority list will be provided by November 30th, listing date of hire, years of service in the district, time in classification. Any employee who questions the accuracy of their date and years has 10 days to notify the Association and District in writing. If no written notice is given, the accuracy of the list shall be deemed correct.

ARTICLE VII - LOSS OF SENIORITY:

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

- A. He/she quits.
- B. He/she is discharged.
- C. He/she is absent without notifying the Administration. In proper cases, exceptions will be made. If the first unnotified absence is for one day or less, employees shall receive a written warning. After a second such absence, the Superintendent will send written notification to the employee to his/her known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the deposition made of any such case is not satisfactory, the matter shall be referred to the Grievance Procedure.
- D. If he/she does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. Late return from sick leave and leaves of absences will be treated the same as C above.

ARTICLE VIII - LAY-OFF AND REDUCTION IN PERSONNEL

- A. When the Board determines that a reduction in the work force is necessary due to decrease of work or reduction in financial resources, the hours of the employee with the least seniority will be reduced or the position eliminated. The employee shall have the choice of accepting reduced hours or taking layoff.
- B. When layoffs take place, employees not entered on the seniority list shall be laid off first. Therefore, employees having seniority shall be laid off in the inverse order of their seniority. By classification, the least senior employee on the seniority list being laid off first.
- C. Employees to be laid off will receive at least fourteen (14) calendar days advanced notice of layoff.
- D. Insurance being paid by the Board will be paid through the end of the month following the month in which the layoff occurred. However, a school year employee laid off at the end of the school year shall have their insurance paid through August of that year.
- E. An employee on layoff status shall retain seniority rights attained at the time of their layoff. Laid off employees may continue their health insurance benefits by paying the regular monthly per subscriber groups rate premium for such benefits to the employee, so long as the insurance carrier, by policy, permits individual payment at group rates.

ARTICLE IX - RECALL PROCEDURES

When the working force is increased after a layoff, employees will be recalled according to seniority within their respective classification groups, with the most qualified senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within twelve (12) calendar days from the date of mailing of notice of recall, he shall be considered a quit. In proper cases exceptions may be made.

ARTICLE X - TRANSFER OF EMPLOYEES

If an employee transfers to a position under the employer, not included in the bargaining unit, and therefore, within six (6) months transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights for the purpose of any benefits provided in this agreement.

It is expressly understood that after six (6) months, the employee who transferred shall not displace a presently employed bargaining unit member except to exercise seniority rights in case of layoff.

ARTICLE XI - JOB POSTINGS AND BIDDING PROCEDURES

- A. All vacancies and newly-created positions within the bargaining unit shall be posted for at least seven (7) working days with a copy given to the Association President, prior to filling of the vacancies. Employees interested shall apply in writing within the seven (7) working days posting period. All vacancies or newly-created permanent positions within the bargaining unit shall be filled on the basis of seniority and qualifications. The vacancies will be posted for a period of at least seven (7) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Lateral transfers not involving a raise in pay will be made only with prior approval of the Board. The senior employee applying for the position who meets the minimum requirements shall be granted up to a four (4) week trial period to determine his ability to perform the job.
- B. The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given, in writing, to the employee.
- C. During the trial period the employee shall have the opportunity to revert back to his former position. If the Board determines that the employee is unsatisfactory in the new position, the employee will revert back to his previous position.
- D. During the trial period, employees will receive the pay rate of the job they are performing.
- E. Employees changing from one classification to another will begin the new classification at the entry salary level.
- F. Employees changing classifications will retain but not accrue seniority in their former classification.
- G. Positions outside the bargaining unit will be posted and bargaining unit members making application will be interviewed. If the position is not awarded to the bargaining unit member an explanation will be given to the employee.

ARTICLE XII - SICK LEAVE

- A. Employees working less than 200 days per year shall receive 10 days sick leave at the beginning of the school year, accumulative to a maximum of 182 days.
- B. Employees working more than 200 days per year shall receive 12 days sick leave at the beginning of the school year, accumulative to a maximum of 182 days.
- C. Sick leave may be used for personal illness or injury, including all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery. A maximum of three days per year may be used for illness in the immediate family. For emergency illness within the immediate family, additional sick days may be granted at the discretion of the Superintendent. (Immediate family shall be defined as: father, mother, spouse, parents of spouse, brother, sister, child, grandparents or any other person residing in the immediate household.)
- D. Employees shall be granted up to three days, from sick leave, for a death in the immediate family. (Immediate family shall be defined as in (C) above.) Two additional days (personal and or sick days) may be granted by the Superintendent upon request.
- E. Upon retirement 1/2 of accumulated sick leave will be paid at current rate of pay up to a maximum of \$1,500.00. An employee must have a minimum of ten years service in the Engadine Consolidated Schools to be eligible.
- F. In the event of the employee's death, all benefits due the employee shall be paid to his/her designated beneficiary.
- G. Sick Leave Bank

A Sick Leave Bank (SLB) for the benefit of the support staff employees shall be established based on the following conditions:

- 1. Participation by the employee shall be voluntary.
- 2. The SLB shall be established by each employee contributing two (2) days sick leave and board contributing five (5) additional days.
- 3. The minimum number of days in the SLB shall be one (1) times the number of enrolled support staff personnel.
- 4. On or before the SLB reaches the minimum accumulation of available days it shall be replenished in the following manner:
 - a. Any employee who has the maximum accumulation of personal sick days

- may contribute to the SLB, at the end of the school year, the days the employee would otherwise lose.
- b. The days in the SLB may be replenished when the days are needed.
 - c. In succeeding years, an employee who has borrowed from the bank shall replace one-half (1/2) of his/her accumulated sick leave at the end of each school year into the central bank until he/she has replaced the loan.
5. The maximum number of days that any employee shall be able to draw from the sick bank will be thirty (30) days.
 6. An employee shall not be eligible to draw from the SLB until his/her own personal sick leave has been exhausted and his/her application has been approved by the SLB Committee. If approved, payment shall begin in the next regular pay period.
 7. Prior to the loan being granted, the applicant for a loan shall provide proof from the appropriate medical person(s) stating that the employee is unable to return to work.
 8. A committee consisting of four (4) members shall administer the SLB Committee. Two (2) of the members shall be selected by the Superintendent and two (2) of the members shall be selected by the Association. Employees shall make application to the SLB Committee for a loan from the SLB.
 9. Decisions of the SLB Committee shall be final and not subject to be reviewed through the grievance procedure.

H. Workers' Compensation

A bargaining unit member who is absent due to an injury which is compensable under Workers' Compensation may use his/her accumulated sick leave on a proportional basis to supplement the benefit received from Workers' Compensation, such that the amount of expendable income the bargaining unit member receives from Workers' Compensation and sick leave does not exceed the amount of expendable income the bargaining unit member would have received from his/her regular salary amount according to his/her placement on the salary schedule at the time of injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefit provided to the bargaining unit member from Workers' Compensation until the bargaining unit member's accumulated sick leave is exhausted or the bargaining unit member is able to return to work, whichever happens first. Should this supplemental payment be found to be subject to the coordination requirements of Workers' Compensation, such that the amount of the Workers' Compensation benefit is reduced, the bargaining unit member shall not be allowed the use of sick leave and shall receive only the Workers' Compensation benefit provided by the Statute.

The Board will continue to provide all fringe benefits for any bargaining unit member receiving Workers' Compensation benefits until the end of the school year.

If the employee has a work-related illness or injury that qualifies as a "serious health condition" under this policy, time away from the job for which the employee receives Workers' Compensation payments will be considered a Family Medical Leave Act (FMLA) leave and will reduce the employee's entitlement to up to 12 weeks of FMLA leave during any 12-month period.

ARTICLE XIII - PERSONAL BUSINESS DAYS

- A. Employees shall be granted a maximum of (3) three days in addition to sick leave for the conduct of personal business.
- B. The employee shall give three (3) school days notice, except in case of emergency. No more than three (3) employees within the bargaining unit may take business days on the same date unless approved by the Administration. Business days shall be issued on a first come, first serve basis. In the event that three (3) employees have made application for business days on one date and an additional employee or employees request a day because of an emergency, the additional employee, or employees, shall be granted said day, with the approval of the Superintendent or the Superintendent's designated agent.
- C. Unused personal business days will be credited towards the employee's accumulated sick leave.
- D. Requests immediately preceding and following vacation periods will not be granted without prior administrative approval.

ARTICLE XIV - UNPAID LEAVES OF ABSENCE

- A. Upon written application, leaves of absence for periods not to exceed (1) year will be granted, in writing, without loss of seniority for:
- (1) Child care leave
 - (2) Illness leave, (physical or mental)
 - (3) Prolonged illness in immediate family
 - (4) Education leave
 - (5) Others as may be deemed appropriate by the Board. Such leave may be extended for like cause.
- B. The Superintendent shall be authorized to grant unpaid leaves of absences up to two weeks. Any requests for long leaves will require approval by the Board of Education.
- C. Employees shall accrue seniority while on any leave less than sixty (60) working days, however, if a leave is in excess of sixty (60) working days, seniority shall be frozen at the time of the leave as granted by the provisions of this agreement.

Employees on leave shall be returned to the position they held at the time the leave of absence was granted, or to a position to which his seniority entitles him.

ARTICLE XV - HOLIDAY AND INCLEMENT WEATHER

- A. During the regular school year, all employees working less than 200 days shall be paid for all days school is scheduled to be in session, and shall not be required to work during scheduled school vacations.

The Board shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation.

- B. Employees working 200 or more days shall have the following holidays off without loss of pay: Labor Day, Thanksgiving, the Friday after Thanksgiving, one-half (1/2) day on Christmas Eve (if it falls on a weekday that school is not in session), Christmas, New Year's, Good Friday, Memorial Day, and 4th of July. Employees working 190 to 200 days shall have the following holidays off without loss of pay: Thanksgiving, the Friday after Thanksgiving, Christmas, New Year's. In the event a holiday falls on a weekend, either the preceding Friday or the following Monday will be considered a holiday. The Superintendent shall determine whether the holiday will be observed on Friday or Monday.
- C. If the district has to make up days due to emergency school closing, those employees who worked on the cancelled days will be paid for those hours worked. In no case shall the pay be for less than one hour.

ARTICLE XVI - VACATIONS

- A. Only 12 month employees will receive paid vacations.
 - 1 week after one year service
 - 2 weeks after two years service
 - 3 weeks after 10 years service
 - 4 weeks after 15 years service
- B. Vacations shall be scheduled with the approval of the Superintendent or his designee.
- C. Any 12 month employee commencing employment on or after July 1 and who has been employed for at least ninety (90) working days shall have for the purpose of vacation a full year by the next June 30th, following their employment.
- D. Vacation days not used shall accumulate and may be used in later years up to a maximum accumulation of 35 days. Any days accumulated over 35 days will be lost.

ARTICLE XVII - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as alleged violation of the expressed terms and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1) The termination of services of or failure to re-employ any probationary employee.
 - 2) The criteria used in evaluation or the content of an Employee's evaluation.
 - 3) Any claim or complaint for which there is remedial procedure established by law.

C. The term "days" as used herein shall mean working days.

D. Written grievances as required herein shall contain the following:

- 1. It shall be signed by the grievant or grievants or Association representative;
- 2. It shall be specific;
- 3. It shall contain a synopsis of the facts giving rise to the alleged violations;
- 4. It shall cite the sections or subsections of this contract alleged to have been violated;
- 5. It shall contain the date of the alleged violation;
- 6. It shall specify the relief requested.

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

E. Procedure:

- 1. Level One - An employee, or an Association representative on behalf of an employee, alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence (or the time the employee had knowledge of the occurrence) orally discuss the grievance with his/her supervisor. At the employee's option an Association Representative may be present at this discussion in an attempt to resolve the problem.

If no resolution is obtained within three (3) days of the discussion the employee shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

2. Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent in Level One with the endorsement thereon of the approval or disapproval of the Supervisor. Within five (5) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant and/or the designated representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing.
3. Level Three - If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designated agent, or if no disposition has been made within five (5) days of such meeting (or the ten days from the date of filing, whichever shall be later) the written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or ten (10) days, whichever shall be later, may hold a hearing on the grievance, or give such other consideration as it shall deem appropriate. Disposition of the grievance by the Board shall be made no later than ten (10) days thereafter. A copy of such disposition shall be furnished to the Association President.
4. Level Four - Individual employees shall not have the right to process a grievance at Level Four.
 - a) If the Association is not satisfied with the disposition of the grievance at Level Three, it may within thirty (30) days after the decision of the Board, notify the Board of the intent to submit the matter to arbitrator within ten (10) days, the matter will be referred to the American Arbitration Association in writing.
 - b) Neither party may raise new defense or grounds at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) weeks prior to the hearing a rehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
 - c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board and the Association to judicial review, any lawful decision of the arbitrator regarding disciplinary matters shall be forthwith placed into effect.

- d) Powers of the arbitrator are subject to the following limitations:
- 1) He shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement.
 - 2) He shall have no power to establish salary scales.
 - 3) He shall have no power to decide any questions which, under Article III of this Agreement, is reserved as the responsibility of this management to decide.
 - 4) He shall have no power to interpret state or federal law.
 - 5) He shall not hear any grievance previously barred from the scope of the grievance procedure.
 - 6) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - 7) Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - 8) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

F. The fees and expenses of the arbitrator shall be shared equally.

G. Should an employee fail to institute a grievance within the limits specified the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly befitting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

H. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with the assignment of duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a member participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

J. Miscellaneous:

1. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this Agreement.
2. Any grievance occurring during the period between the termination of this Agreement and the effective date of a new Agreement shall not be processed beyond Level Three.
3. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities subject to effective date of this agreement.
4. It is understood by the parties that no grievance shall be filed or based upon prior or previous agreement or upon an alleged grievance occurring prior to the final decision of the grievance.
5. No grievance shall be filed for or by any employee after the effective date of the person's resignation or retirement, other than for matters relating to the receipt of compensation and/or benefits arising out of the collective bargaining agreement.
6. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
7. Any grievance relating to payroll item must be presented within ten (10) days of the time the employee had knowledge of the payroll concern.

ARTICLE XVIII – EMPLOYEE RIGHTS

- A. The Board recognizes its responsibility to give administrative backing and support to its employees in the disciplining of students. Disciplinary actions and methods invoked by employees shall be reasonable and just and in accordance with established Board policy and all applicable State and Federal laws.
- B. Any case of assault by any person upon an employee, while on duty, shall be promptly and properly reported to the Superintendent or his/her designated representative. The Superintendent or his/her designated representative will provide counsel to advise the employee of his/her rights and obligations with respect to such an assault. The administration shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement authorities and report such incident to the Board.
- C. Any serious complaint(s) by a parent, student or any other person directed toward an employee shall be promptly called to the employee's attention. The complaint will be submitted to the employee by the immediate supervisor, in writing, prior to a conference with the accusing individual, the employee, and the supervisor and/or the administration.
- D. In the event a person makes a Freedom of Information Act Request (FOIA) to obtain a copy of the employee's personnel file or other similar information, the employee shall be notified by the administration, as soon as possible, that a request was made and the name of the person requesting such information.
- E. Employee Discipline
 - 1. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or dismissed without just cause.
 - 2. While discipline is intended to be corrective in nature, the parties acknowledge that sometimes an employee must be disciplined due to the grievous nature of his/her action which resulted in the discipline, or due to his/her failure to correct behavior which may have resulted in a previous disciplinary action.

ARTICLE XIX - AGENCY SHOP

- A. Membership in the Association is not compulsory. Employees have the right to join, maintain or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards to such matters.
- B. Except as provided elsewhere herein, all new employees in the bargaining unit shall, on or before the sixtieth (60) day following: the beginning of the school year, beginning of employment, or the execution of the collective bargaining agreement, whichever is later, either:
1. become a member of the Association, or,
 2. pay to the Association an amount of money which the Association certifies in writing at a cost equal to the negotiation and administration of this agreement. Such cost shall be verified and submitted to the Board on or before September 15th of each and notice of this shall be presented in writing by the Association to all employees.
- C. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Labor Management Relations Act of 1947, as amended, and construed by the National Labor Relations Board Federal Courts and to the extent that it does not conflict with any Federal or State Laws.
- D. Exceptions to Section (3) above shall be:
- 1) Certified employees excluded by Article I shall not be required to join in the Association or pay a service charge thereto.
 - 2) Employees hired during the school year shall be required to tender (through direct payment or deduction authorization) a pro-rated amount of the membership dues or service charge. Such pro-rata shall be based on a maximum dues or service charge. Such pro-rata shall be based on a maximum of nine (9) months (school year) and the number of months remaining in the school year. (Within a month, it is the majority of days left that shall govern.)
- E. In the event an employee does not tender his/her payment of dues or service charge directly to the Union, he\she may execute a written authorization which must be voluntary and is revocable from year to year, between June 1 and September 1. The deductions permitted under the authorization shall be:
- 1) Association members - The regular and equal amount of Association dues and

fees, including the MEA and NEA assessments and contributions.

- 2) The certified amount of the cost equal to the negotiations and administration of this agreement.

F. The procedure for deduction shall be:

- 1) Deductions shall be made in equal installments and deducted once per month beginning with the first pay period in October and ending with the first pay period in May.
- 2) By the fifteenth of each succeeding month, the Board shall transmit the monies to the Association Executive Secretary.

G. The following requirements are understood and agreed to by the parties:

- 1) At the beginning of each school year, the Association shall send a list of certified employees who have signed authorizations, revoked authorization, paid directly to the Association the amount of money outstanding from a certified employee, and any other pertinent information necessary to administer this Article. This information will be updated as need arises, i.e., new employees.
- 2) Accompanying the transmittal of monies deducted. The employer shall send a list of employees, to the Association President, who have had monies deducted from their pay, the amount to be deducted from future paychecks, receipts of signed authorizations, and/or revocations, and any other pertinent information necessary to administer this Article.

H. The service charge paid by non-members cannot be used for any purpose other than the local Association needs such as negotiations, local workshops, scholarship funds, and administration of this agreement. If the Association fails to live up to this Section, this Article shall be null and void during the life of this Agreement.

I. If any court of competent jurisdiction or administrative agency holds that "Agency Shop" clause is invalid, illegal, or unconstitutional, or that it violates any Federal or State Law, or if the State Legislature enacts a law forbidding the "Agency Shop" clause or any part thereof (which this Article does not conform to or with), this Article shall be null and void.

J. As a condition of the effectiveness of this Article, the Association agrees: To indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Article.

ARTICLE XX – MISCELLANEOUS PROVISIONS

A. Communication Meeting:

The parties agree that open communications is mutually beneficial, therefore a minimum of (2) two meetings per year may take place to allow the parties to exchange ideas and concerns in a professional and cooperative spirit. It shall be the responsibility of the Association President to schedule these meetings with the Superintendent. When possible these meetings will be scheduled in October and March.

B. Calendar:

The calendar, as negotiated with the Engadine Education Association, shall be incorporated into this Agreement. It is expressly understood that the Association shall be consulted before any changes in the calendar are implemented.

C. Uniform Allowance

1. Each regularly scheduled Custodian/Maintenance/Mechanic shall be allowed to purchase one (1) pair of coveralls to be used at the work site.
2. The Board shall, with an appropriate receipt, reimburse the employee for the cost of the overalls, up to \$50.

ARTICLE XXI - NO STRIKE CLAUSE

The Union recognizes that strikes (as defined by Section I or Public Act 336 and 1947 as amended, of Michigan) by Public School employees are contrary to law and public policy. The Board and Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, without interruption of the school program. Accordingly, the Union agrees that during the term of this agreement, it shall not direct, instigate, participate, encourage or support any strike against the Board. Participation in any interruption of the school program brought about either by the action of the Union or of individuals or groups without Union authority shall be cause for discipline of the participants by the employer.

AGREEMENT

AGREEMENT made this 29th day of November 2004 by and between Engadine Consolidated Schools ("Employer") and the Engadine Educational Support Personnel Association/NMEA/MEA/NEA ("Union") as follows:

1. The labor contract between the Employer and the Union shall be for the term of July 1, 2004 through June 30, 2006.
2. All wages will be increased effective July 1, 2004.
3. Final agreement is subject to ratification by members of the Association and the Board. Signing below by representative of both parties will indicate ratification.

ENGADINE CONSOLIDATED SCHOOLS

ENGADINE EDUCATION SUPPORT
PERSONNEL ASSOCIATION

President, Board of Education

President
Engadine Support Personnel Association
NMEA/MEA/NEA

Secretary, Board of Education

Secretary
Engadine Support Personnel Association
NMEA/MEA/NEA

Chief Spokesperson-Board of Education

Chief Spokesperson
Engadine Support Personnel Association
NMEA/MEA/NEA

APPENDIX A – COMPENSATION

A. 2004-2005

The 2003-2004 wage schedule shall be increased by 1.5%.

B. 2005-2006

The 2004-2005 wage schedule shall be increased by 1.5%. If the blended count in Fall 2005 is 10 students more than the Fall 2004 blended count (this is not the 3-year average), salaries will increase an additional .25%.

C. Longevity

After 10 years	\$200
After 15 years	\$300
After 20 years	\$400

All longevity shall be paid as a lump sum on the first payday in December.

D. Overtime

An employee who is assigned and/or receives approval to work in excess of forty (40) hours in a work-week will be entitled to overtime pay (time and one-half). An employee must have administrative approval prior to working overtime. In lieu of overtime pay, an employee, at the discretion of the employee, may take compensatory time equal to time and one-half for hours worked in excess of forty (40) hours per week.

F. Callbacks

Whenever an employee has left work and is then asked to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked but not less than one (1) hour. Callbacks shall be compensated at the rate of time and one-half.

G. Holiday Work

Employees asked to work on a scheduled holiday or during a previously approved vacation shall receive pay for the actual time worked. An employee shall be paid for not less than two (2) hours, and shall be paid equal to one and one-half times their regular hourly rate (in addition to any holiday pay/vacation pay that may be due the employee).

H. Bus Drivers

1. Bus drivers shall be paid at the regular rate as per the driving time allotted for their regular runs, plus .50 hours warm-up time per day.
2. All extra trips and other hours beyond the regular run time will be paid at the rate

of \$9.39 per hour in 2004-2005; and \$9.53 for 2005-2006. Driver's giving up a regular bus run will be paid their regular driving rate for a length of time equivalent to their regular bus run time given up.

3. Drivers keeping buses at home and operating engine block heaters in cold weather will be required to log the number of days the heater is used.
4. Bus drivers will be reimbursed for the actual cost of meals to a maximum of \$6.50 for breakfast, \$7.00 for lunch, and \$13.00 for dinner for trips over 4 hours. It shall be the driver's responsibility to request payment and provide receipts.

SALARY SCHEDULE

Position	Step	2004-2005		2005-2006	
Head Cook	1	\$	11.40	\$	11.57
	2	\$	11.80	\$	11.98
	3	\$	12.21	\$	12.40
	4	\$	12.64	\$	12.83
Asst. Cook	1	\$	10.14	\$	10.29
	2	\$	10.49	\$	10.65
	3	\$	10.86	\$	11.02
	4	\$	11.24	\$	11.41
Head Custodian	1	\$	12.95	\$	13.15
	2	\$	13.40	\$	13.61
	3	\$	13.87	\$	14.08
	4	\$	14.36	\$	14.57
Custodian	1	\$	10.92	\$	11.08
	2	\$	11.30	\$	11.47
	3	\$	11.69	\$	11.87
	4	\$	12.10	\$	12.29
Secretaries	1	\$	10.80	\$	10.96
	2	\$	11.18	\$	11.34
	3	\$	11.57	\$	11.74
	4	\$	11.97	\$	12.15
Teacher Aides	1	\$	9.70	\$	9.84
	2	\$	10.04	\$	10.19
	3	\$	10.39	\$	10.55
	4	\$	10.75	\$	10.91
Bus Drivers	1	\$	15.12	\$	15.34
	2	\$	15.65	\$	15.88
	3	\$	16.19	\$	16.44
	4	\$	16.76	\$	17.01
Bus Mechanic	1	\$	12.36	\$	12.55
	2	\$	12.79	\$	12.98
	3	\$	13.24	\$	13.44
	4	\$	13.70	\$	13.91
Librarian	1	\$	10.42	\$	10.58
	2	\$	10.79	\$	10.95
	3	\$	11.16	\$	11.33
	4	\$	11.55	\$	11.73
Custodial Aide	1	\$	9.70	\$	9.84
	2	\$	10.04	\$	10.19
	3	\$	10.39	\$	10.55
	4	\$	10.75	\$	10.91
Tech Coord		\$	13.26	\$	13.45

APPENDIX B - BENEFITS

- A. Upon application by the employee, the Board agrees to pay the following toward Health Insurance for the employee and the employee's family beginning October 1st.
- 1) 100% of the annual premium of MESSA Choices II PPO, with a \$5 prescription co-pay, for each employee working the equivalent of 6 hours per day for one school year.
 - 2) Employees working less than 6 hours per day for one school year will have the premium pro-rated accordingly.
 - 3) The employee will be responsible for all prescription co-pays.
- B. Upon application the employer agrees to pay the following toward any insurance options or cash option of the employee's choice, to employees not electing health insurance coverage.
- 1) \$1,000.00 for each employee working the equivalent of 6 hours per day for one school year.
 - 2) Non-bus driver employees working less than 6 hours per day for a full school year will have the amount pro-rated accordingly.
 - 3) \$500.00 per year for each bus driver having a single run per day.
 - 4) \$1000.00 per year for each bus driver having a double run per day of less than 6 hours.
- Should any law or I.R.S. ruling place other contracted benefits in jeopardy, the cash -in-lieu of insurance program will immediately cease.
- C. Employees who have Board provided insurance are responsible to contact the insuring carrier within 30 days of termination for conversion provisions available after termination.
- D. If a regular driver extends his/her regular run time, for (1) week or more, which places him/her in the next higher category for insurance benefits, he/she shall be paid the rate at 1/180 per day driven.
- E. Upon application by the employee, the Board shall provide without cost to the bargaining unit member Set/Seg Dental Insurance (50% Basic Dentistry - 50% Major Dentistry - 50% Orthodontic Benefits to the plan, maximum of \$1,000.00) with the SET Incentive feature and also including internal and external coordinating of Benefits.

- F. Upon application by the employee, the Board shall provide without cost to the bargaining unit member VSP II vision coverage.
- G. Effective 1/1/97, the Board will provide without cost to the bargaining unit member Long Term Disability as follows:
 - 60% of contractual salary
 - \$2500 Maximum Monthly Income Benefit
 - 180 Calendar Day Modified Fill
 - Pre-Existing Conditions Waiver
 - Freeze on Offsets
 - Alcoholism/Drug Addiction-same as any other illness
 - Mental/Nervous Condition-same as any other illness
- H. Effective 1/1/97, the Board will provide without cost to the bargaining unit member Negotiated Life Insurance of \$20,000 with AD&D.
- I. The Board reserves the right to name the carrier of the Long Term Disability and Life Insurance coverage.

APPENDIX C - BUS DRIVER/MECHANIC POSITION

- A. The Bus Driver/Mechanic will be assigned a regular bus run and will be responsible for all vehicle maintenance.
- B. The Bus Driver/Mechanic will have the same fringe benefits and vacation as 12 month employees.
- C. The Bus Driver/Mechanic shall have the same rights as other drivers for any runs offered other drivers.
- D. The Bus Driver/Mechanic will log all hours worked on vehicle maintenance and report weekly to the Superintendent.
- E. The summer bus maintenance work schedule must be approved by the Superintendent.
- F. No overtime may be worked without authorization from the Superintendent.