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ARTICLE I – DURATION OF AGREEMENT

This Agreement will be effective as of August 14, 2006 and will continue in effect until June 30, 2007. The administration and associations covered under this Agreement agree that all language and provisions contained within the past Agreement will carry over unto this Agreement with the exception of those provisions or articles we agree to amend. This Agreement and all its terms, conditions and effects will expire on the date indicated. Arrangements for negotiations between the parties for a new agreement will begin sixty days before the expiration date. This Agreement may be extended by mutual written consent of the parties.

WHITEFORD EDUCATION SUPPORT
PERSONNEL ASSOCIATION MEA-NEA

BOARD OF EDUCATION
WHITEFORD AGRICULTURAL SCHOOL

President

President

Vice President

Vice President

Secretary/Treasurer

Secretary

Negotiating Committee Member

Treasurer

Negotiating Committee Member

Trustee

Negotiating Committee Member

Trustee

Negotiating Committee Member

Trustee

1 ARTICLE II – RECOGNITION

2
3 The Whiteford Board of Education recognizes the WESPA, MEA-NEA to be the exclusive
4 bargaining representative for all full and part-time custodians/maintenance, all full and part-time
5 drivers, aides(s) on special education bus(es), and food service, excluding supervisors, substitutes,
6 and all other.
7

8 ARTICLE III – BOARD’S RIGHTS

9
10 A. Nothing contained herein shall be considered to deny or restrict the Board of Education of its
11 rights, responsibilities, and authority under the Michigan General School Laws or any other
12 laws or regulations.
13

14 B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights
15 which ordinarily vest in and have been exercised by the Board shall continue to vest
16 exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of
17 illustration and not by way of limitation, the right to:
18

- 19 1. Manage and control its business, equipment, and operations.
- 20
- 21 2. Continues its rights, policies, and practices of assignment and direction of its personnel
22 and scheduling.
- 23
- 24 3. Direct the working forces, including the right to hire, assign, promote, evaluate,
25 discipline, layoff, and determine the size of the work force.
- 26
- 27 4. Determine the services, supplies, and equipment necessary to continue its operation, and
28 to establish standards for their use and operation.
- 29
- 30 5. Adopt reasonable rules and regulations pertaining to the operation and administration of
31 the school system and to define the descriptions and requirements of all jobs.
- 32
- 33 6. Determine the qualifications of employees, including job descriptions and the essential
34 job functions of employees.
- 35
- 36 7. Determine overall goals and objectives, as well as all policies affecting the educational
37 programs.
- 38
- 39 8. Determine the number and location or relocation of its facilities, including the
40 establishment or relocations of new schools, buildings, departments, divisions or
41 subdivisions thereof, and the relocation or closing of offices, departments, divisions or
42 subdivisions, buildings, or other facilities.
- 43
- 44 9. Determine the size of the management organization, its functions, authority, amount of
45 supervision and the table organization.
- 46
- 47 10. Determine all financial policies, including all accounting procedures, and all matters
48 pertinent to public relations.

1
2 11. Determine class scheduling, as well as the duties and responsibilities of other employees
3 with respect to such scheduling.
4

5 C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the
6 Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the
7 use of judgement and discretion in connection therewith, shall be limited only by the specific
8 and express terms of this Agreement.
9

10 The listing of specific management rights in this Agreement is not intended to be, nor shall it
11 be restricting of, a waiver of any rights of management not listed and specifically surrendered
12 herein, whether or not such rights have been exercised by the Board in the past.
13

14 ARTICLE IV – AGENCY SHOP
15

16 A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30)
17 days from the date of commencement of duties or the effective date of this Agreement,
18 whichever is later, join the Association or pay a service fee to the Association equivalent to the
19 amount of dues uniformly required of the members of the Association, less any amounts not
20 permitted by law. The bargaining unit member may authorize payroll deduction for such fee.
21 In the event the bargaining unit member shall not pay such service fee directly to the
22 Association or authorize payment through payroll deduction, the employer shall, pursuant to
23 MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee
24 from the bargaining unit member’s wages and remit same to the Association under the
25 procedures provided below.
26

27 1. The procedure in all cases of non-payment of the service fee shall be as follows:
28

29 a. The Association shall notify the bargaining unit member of non-compliance by
30 certified mail, return receipt requested. Said notice shall detail the non-compliance
31 and shall provide ten (10) days for compliance, and shall further advise the
32 recipient that a request for wage deduction may be filed with the Board in the event
33 compliance is not effected.
34

35 b. If the bargaining unit member fails to remit the service fee or authorize deduction
36 for same, the Association may request the Board to make such deduction pursuant
37 to Paragraph A above.
38

39 c. The Board, upon receipt of request for involuntary deduction, shall provide the
40 bargaining unit member with an opportunity for a due process hearing. This
41 hearing shall address the question of whether or not the bargaining unit member
42 has remitted the service fee to the Association or authorized payroll deduction of
43 same.
44

45 d. Payroll deductions made pursuant to the procedure outlined above shall be made in
46 equal amounts as nearly as may be from the paychecks of the bargaining unit
47 member so affected.
48

1 B. Pursuant to *Chicago Teachers Union v Hudson*, 106.S CT . 1066 (1986), the Association has
2 established a policy regarding “Objections to Political-Ideological Expenditures –
3 Administrative Procedures”. That policy, and the administrative procedures (including the
4 timetable for payment) pursuant thereto, applies only to non-members. The remedies set forth
5 in that policy shall be exclusive, and unless and until such procedures (including any
6 administrative or judicial review thereof) shall have been availed of and exhausted, no dispute,
7 claim, or complaint by such objecting bargaining unit member concerning the application and
8 interpretation of this article shall be subject to the grievance procedure set forth in this
9 Agreement.

10
11 C. Due to certain requirements established in recent court decisions, the Association represents
12 that the amount of the fee charged to non-members, along with other required information,
13 may not be available and transmitted to non-members until mid-school year (December,
14 January, or February). Consequently, the parties agree that the procedures in this article
15 relating to the payment or non-payment of the representation fee by non-members shall be
16 activated thirty (30) days following the Association’s notification to non-members of the fee
17 for that given school year.

18
19 D. The Association will certify at least annually to the district fifteen (15) days prior to the date of
20 the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of
21 the first payroll deduction for service fees, the amount of said professional fees and the amount
22 of service fee to be deducted by the district, and that said service fee includes only those
23 amounts permitted by the Agreement and by law.

24
25 The parties agree to cooperatively discuss and exchange information regarding the
26 Association’s service fee collection and objection procedures. The Association agrees upon
27 request from the district, to provide the district for its review a copy of the Association’s
28 current “Policy and Administrative Procedures Regarding Objections to Political-Ideological
29 Expenditures” together with a copy of all materials annually distributed by the Association and
30 its affiliates to bargaining unit members who choose not to join the Association and/or to
31 object to the service fee. The Association further agrees to certify to the district that the
32 Association and its affiliates have complied with the above policies and administrative
33 procedures prior to requesting enforcement of the service fee obligation contained in this
34 article.

35
36 E. A bargaining unit member who, because of sincerely held religious beliefs, or due to
37 adherence to teachings of a bona fide religion, body, or sect which has historically held
38 conscientious objection to joining or supporting labor organizations, shall not be required to
39 join or maintain Association membership or otherwise financially support the Association as a
40 condition of employment. However, such bargaining unit member shall be required, in lieu of
41 periodic dues, service fees, and/or initiation fees, to pay sums equal to such amounts to
42 charitable organizations. Donations shall be made to charitable organizations as mutually
43 designated by the bargaining unit member and the Association.

44
45 F. The Association shall indemnify and save the district harmless against any and all claims,
46 demands, suits, or other forms of liability which may arise out of, or by reason of, action taken
47 or not taken by the district in reliance upon information furnished to the district by the
48 Association in the course of enforcing this section. Further, the Association agrees to

1 indemnify and save the district, the Board of Education, the individual members of the Board
2 of Education, and individual administrators harmless against any and all claims, demands,
3 costs, suits, claims for attorney fees, or other forms of liability, as well as all court and/or
4 administrative agency costs that may arise out of, or by reason of, action by the district or its
5 agents for the purposes of complying with the Association's security provisions of this
6 Agreement.

- 7
8 G. Employees who authorize payroll deduction for Association dues or service fees will have the
9 authorized sum deducted in seven (7) equal installments beginning with the first pay of
10 October and proceeding with November, December, February, March, April and May and
11 remitted to the Association on the second payroll date.

12
13 Employees who need to make-up Association dues or service fees due to partial or no wage
14 compensation will have their Association dues or service fees recalculated for the balance of
15 the school year and paid through payroll deduction accordingly.

16
17 It is the responsibility of the WESPA to inform the school district business manager, in
18 writing, sometime between December 15 and December 31 of each year that dues or service
19 fees are not to be deducted the month of January and will resume in February as described
20 above.

21
22 ARTICLE V – WORKING HOURS

- 23
24 A. Custodial/maintenance personnel will be employed twelve (12) months of the year except that
25 part-time custodians will be scheduled according to the needs of the district. Bus drivers will
26 be scheduled not less than the number of instructional days each school year. All food service
27 personnel will be scheduled to work four (4) days, at their normal hours, in addition to days
28 when lunches are served.

- 29
30 B. The normal working days shall be: Full-time custodial/maintenance eight hours per day, (full-
31 time employees are authorized forty (40) hours of work each week). All food service
32 personnel, bus drivers', special education aide(s), and part-time custodians' daily hours will be
33 scheduled as required by the needs of the district.

- 34
35 C. Paid rest break shall be scheduled as follows:

36
37 Custodial/maintenance.....(2) 15 minute breaks per shift
38 Food service(1) 15 minute break during any shift which exceeds 3 hours

- 39
40 D. Custodial/maintenance personnel shall be entitled to one-half hour unpaid lunch break during
41 each shift.

- 42
43 E. The school year will consist of the number of days of instruction as determined by the Board
44 of Education. Scheduled days of student instruction which are not held because of conditions
45 not within the control of school authorities such as inclement weather, fires, epidemics,
46 mechanical breakdowns, or health conditions as defined by the city, county, or state health
47 authorities, shall be rescheduled to insure that there are the minimum number of days of actual
48 student instruction as required by law.

1
2 Custodial and maintenance employees are expected to report to work as scheduled by their
3 supervisor. Employees will receive their regular wages.
4

5 Bus drivers and food service personnel will receive their regular pay for the first two (2) “grace
6 days” pertaining to days of school canceled for “Act of God” reasons. However, for all
7 subsequent days of school canceled due to “Act of God” reasons, bus drivers and food service
8 personnel will not receive their regular pay; rather, they will receive their regular pay when
9 they actually work when “Act of God” days are rescheduled at the end of the school year.
10

11 Attendance at the annual opening bus drivers meeting is mandatory, unless approval is
12 obtained from supervisor and/or superintendent. Bus drivers will be compensated for
13 attendance at this meeting per Article XVI, Sec. E (special inservice programs).
14

- 15 F. An accurate record of each employee's actual working hours shall be maintained. Each payroll
16 check shall reflect those hours. Full-time bus drivers on regular routes will be credited with
17 three and one-half (3 1/2) hours per day. All special routes which operate on an hourly basis
18 will reflect actual hours worked.
19

20 ARTICLE VI – HOLIDAYS
21

- 22 A. Full-time employees shall be entitled to the following paid holidays. Full-time
23 employees are those who work thirty-five (35) hours weekly all year.
24

25 Labor Day	New Year's Eve	Martin Luther King, Jr. Day **
26 Thanksgiving	New Year's Day	July 4 (<i>Custodial/Maintenance</i>)
27 Day After Thanksgiving	Presidents' Day **	
28 Christmas Eve	Good Friday	
29 Christmas Day	Day After Easter (<i>Custodial/Maintenance</i>) **	
30 Day After Christmas	Memorial Day	

31
32 ** If school is in session on Presidents' Day and/or Martin Luther King, Jr. Day, and the day
33 after Easter, employees will be required to work without receiving additional holiday pay.
34

35 Other employees shall be entitled to the following paid holidays:
36

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

41
42 * When school is in session prior to the Labor Day weekend.
43

44 ** If school is in session on Presidents' Day and/or Martin Luther King, Jr. Day, employees
45 will be required to work without receiving additional holiday pay.
46

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

1
2 ARTICLE VII – VACATION
3

4 A. Custodial/maintenance personnel working at least thirty-five (35) hours per week will be
5 entitled to vacation pay as follows:
6

- 7 1 year service..... one week
8 2 – 5 years service..... two weeks
9 6 – 10 years service..... three weeks
10 11 or more years..... four weeks
11

12 All employees eligible for vacation pay will have an eligibility date of July 1 annually. Those
13 employees with less than one year of credited service will have their vacation pay prorated
14 accordingly up through July 1 from their date of hire.
15

16 All employees' vacation days are capped at twenty (20).
17

18 Except with the approval of the superintendent, vacation will be scheduled after the employee's
19 annual anniversary of employment.
20

21 No vacation days will be scheduled without the approval of the supervisor or superintendent
22 three days in advance.
23

24 ARTICLE VIII – PAID LEAVES
25

26 A. Sick leave:
27

- 28 Custodial/maintenance..... 13 days per year
29 Food service 6 days per year
30 Bus drivers..... 6 days per year
31

32 1. Any new employee in custodial/maintenance working thirty-five (35) hours or more per
33 week will earn one sick day per month and if they have perfect attendance they will be
34 awarded a bonus day, or thirteen (13) for the year. New cooks, custodians working less
35 than thirty-five (35) hours per week and bus drivers will earn one half (1/2) day per
36 month (September through June) with one (1) day bonus for perfect attendance
37 (maximum 6 days per year).
38

39 Perfect attendance is defined to mean no absences for any reason, except holidays,
40 vacation days or jury duty.
41

42 2. New employees will receive two (2) days sick leave advance during their probationary
43 period. These days do not increase the employee's maximum yearly sick day allotment.
44 Probationary employees will be entitled to no benefits of any kind, except the above-
45 referenced two (2) days advanced sick leave, until they have completed the ninety (90)
46 work day probationary period.
47

48 B. Unused sick leave shall accumulate from year to year. This accumulation will be without

1 limit. Employees will receive in writing an accounting of their sick leave during the months of
2 September and February.
3

4 C. Leave for family illness shall be limited to five days per year. This leave will not be charged
5 to the employee's sick leave account. Family shall be defined as spouse, child, sibling, parent,
6 parent-in-law or grandparent of the employee.

7 D. Up to three days per year shall be available to each employee in order to conduct personal
8 business which cannot be conducted outside the regular working hours. Such leave shall not
9 be used for seeking other employment, rendering service or working either with or without
10 remuneration for themselves or for anyone else, for hunting, for fishing, or other vacation or
11 recreational activities. It is further understood such leave shall not be granted for the first day
12 or the last day of the school year nor on the working day immediately preceding or following
13 a vacation period, school break, unpaid leave of absence, or holiday. Such days will be added
14 to sick leave accumulation. No less than one half (1/2) personal business day may be used at
15 any one time by bus drivers and bus aides, and no less than one quarter (1/4) personal business
16 day may be used at any one time by custodians/maintenance and kitchen employees. An
17 employee planning to use a personal leave day(s) will notify his/her supervisor seventy-two
18 (72) hours in advance except in cases of emergency.
19

20 E. Bereavement leave will be granted, up to three days per occurrence without limit, in the event
21 of a death in the immediate family of the employee. Immediate family will be defined as
22 spouse, child, parents, siblings, parents-in-law, brother-in-law, sister-in-law, grandparents, and
23 grandchildren. The Board may require proof of relationship. This leave will not be charged to
24 the employee's sick leave account.
25

26 F. Attendance at an academic ceremony in which the employee is awarded a degree, or
27 attendance at college graduation of a spouse or child of the employee shall be limited to one
28 day per year. When the high school graduation ceremony of an employee's child is scheduled
29 during the employee's working hours, the employee will be granted one-half day paid leave.
30

31 G. Court witness: Court appearance as a witness except when the preceding is concerned with the
32 commission of a circuit court misdemeanor or felony for which the employee is finally
33 adjudged to be guilty in a court of competent jurisdiction, or when a question of subornation
34 arises. Employee will be paid while serving on jury duty with the jury stipend returned to the
35 district.
36

37 ARTICLE IX – UNPAID LEAVES

38
39 A. At the employee's request, the Board of Education may approve an unpaid leave of absence for
40 periods of up to sixty days. To be approved for an unpaid leave the employee must have used
41 all available sick leave, personal leave, and vacation time. Extensions of such leaves may be
42 considered.
43

44 ARTICLE X – SENIORITY

45
46 A. Seniority shall be defined as the length of service in the district since the last date of hire.
47

48 B. Classification seniority shall be defined as the total length of service within a classification

1 (bus driver, special bus education aide, food service, custodial/maintenance).

2
3 C. Seniority is lost when an employee is terminated for cause, quits, or retires.

4
5 D. Seniority shall not be lost when an employee is on an unpaid leave of absence or on layoff.
6 However, during such periods seniority shall be frozen and shall not continue to accrue, except
7 during a leave of absence for personal or family illness (1 year maximum).

8 E. Classification seniority shall be one and the same for the positions of regular bus driver and
9 special education bus aide if the individual was initially a regular bus driver and transferred to
10 a special education bus aide. In this instance the individual will have a single seniority
11 classification; regular bus driver/special education bus aide. No other classifications in the unit
12 will have this "dual" accumulated seniority (i.e., when an individual transfers from one
13 classification to another seniority will be frozen in the initial classification and begin accruing
14 in the new job classification.) This provision does not apply to an individual who was initially
15 a special education bus aide and transfers to a bus driver.

16
17 F. The Board shall maintain a seniority list with each employee ranked in order of seniority.
18 Classification(s) seniority held by each employee shall be noted attendant to the employee's
19 name. Said list shall be updated periodically and published. Errors which may be noted shall
20 be communicated to the superintendent for correction.

21
22 ARTICLE XI – LAYOFFS

23
24 A. In the event the Board determines that layoffs are necessary within a classification, the
25 employee with the least classification seniority from within that classification shall be laid off.

26
27 B. No employee will be laid off without at least two weeks written notice.

28
29 C. Employees on layoff shall be recalled to vacancies in classifications within which they hold
30 classification seniority in order of greatest classification seniority.

31
32 D. In the event a vacancy occurs within a classification from which no employee is on layoff,
33 employees on layoff from other classifications shall have the right of first refusal for that
34 vacancy. Any employee recalled to work in another classification who cannot demonstrate the
35 ability to perform the work during a twenty (20) workday trial period shall be returned to the
36 layoff list.

37
38 E. Employees who are recalled to vacancies within their classification and either refuse the job or
39 fail to become available within two weeks of receiving official notification of recall shall be
40 considered to have voluntarily quit.

41
42 F. Laid off employees shall have first right of refusal to perform any substitute work available
43 within their classification.

44
45 ARTICLE XII – VACANCIES

46
47 A. The Board of Education will set the qualifications for vacancies which occur. All school
48 district vacancies will be posted. Prior to filling of a vacancy via laid off personnel or new

1 hires, the Board will give preference, if equally qualified, to active employees who apply in
2 order of greatest classification seniority. The president of the union will be notified of all
3 vacancies.
4
5
6
7
8

9 ARTICLE XIII – BUS DRIVER ASSIGNMENTS

- 10
11 A. Special Program (e.g. Special Education) routes shall be available for bid on the basis of
12 greatest classification seniority annually. All other regular routes shall be assigned according
13 to location of the driver's residence in relation to the schools.
14
15 B. Busses shall be assigned in classification seniority order unless vehicle condition or mileage
16 dictates an exception. Drivers will be expected to park assigned vehicles at their residence.
17
18 C. Regular drivers are asked to volunteer to substitute on special education and coop runs. The
19 driver must accept the entire assignment.
20
21 D. Transfer route assignments are made according to the proximity of the driver's residence to the
22 destination site. In the event that two or more drivers live within two (2) miles of the
23 destination site, the assignment will be made in classification seniority order.
24
25 E. Field trips and activity trips are assigned to regular drivers who want additional employment.
26 In the initial drivers' meeting of the school year, drivers shall indicate their willingness to
27 accept these trips. Field trips are those generally assigned before or after school hours and
28 transport more than fifteen (15) students. Drivers who indicate willingness to accept these
29 trips shall be assigned in rotation by classification seniority order. The rotation list will be
30 posted each month in the bus garage. Substitute drivers are not assigned to field trips or
31 activity trips unless no regular driver is available for that duty.
32

33 This article does not prevent Whiteford Schools or booster organizations from securing a
34 commercial carrier or private vehicle to transport students on special occasions.
35

- 36 F. Any driver so assigned to a field and/or activity trip may notify the employer that he/she
37 wishes to waive compensation for the assignment.
38
39 G. Reimbursed Expenses:

40
41 1. Food allowance on extra trips

42
43 Allowance for meals (food) on an extra trip will be limited to those trips where the driver
44 is "on the job" in excess of six (6) hours or under circumstances where the normal time
45 for a meal, such as lunch (noon) or dinner (6:00 p.m.) / excluding athletic trips) occurs
46 more than two (2) hours past such mealtime. If a trip calls for the bus to stop to allow
47 passengers to eat, the driver would be reimbursed a food allowance even if it is under the
48 six hour maximum. Drivers who choose to buy "in-between meal snacks" will do so at

1 their expense.

- 2
- 3 2. Parking fees
 - 4 3. Fuel purchased on road
 - 5 4. Road service purchased
 - 6 5. Extra bus clean-up work with approval of superintendent
 - 7 6. Upon proof of receipt, drivers will be reimbursed for the cost of admission to any event
 - 8 or function (i.e., field trips, athletic trips, etc.)
- 9

10 H. If the Whiteford School District should convert a bus to a building trades vehicle, said vehicle
11 will be considered a traveling classroom and does not come under the jurisdiction of the
12 contract. This vehicle may not be used for transporting any other class.

13

14 I. Departure time for the lead bus (or busses) from the high school parking lot shall be no earlier
15 than five (5) minutes following the dismissal bell signifying the end of the high school day.
16 (The five-minute bus dismissal time will be determined by the wristwatch of the lead bus
17 driver(s). The lead driver(s) wristwatch will be coordinated with the master clock located in
18 the high school office.)

19

20 J. The driver and the bus are to remain at the site of the event unless prior drop off and pick up
21 instructions have been arranged. Driver may either attend the event or remain with the bus on
22 the premises.

23

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

30

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

35

36 At outside events (such as baseball, softball, or track tournaments) the bus must remain on the
37 premises to provide possible shelter from potential adverse weather conditions. In such cases,
38 the driver will need to make other transportation arrangements to a restaurant or for on site
39 meal(s).

40

41 ARTICLE XIV – EMPLOYEE AND UNION RIGHTS

42

43 A. The Association has the right to have a representative present at the adjustment of a grievance
44 submitted by an individual employee.

45 B. The Association may use school buildings for meetings under the same conditions applying to
46 other community groups.

47

48 C. The Association shall be granted up to eight (8) days to be used by officers or agents of the
49 Association to attend local, county, state and national meetings of WESPA and its affiliates

1 provided the supervisor is notified five (5) work days in advance. The Association shall
2 reimburse the Board for wages of substitutes contracted under this Article.
3

4 D. School equipment and supplies may be used on the premises by the Association. Unless rental
5 arrangements are made, the Association will not use school equipment or supplies for
6 preparing, supporting or carrying on collective bargaining activities. Employee area bulletin
7 boards and mailboxes may be used by the Association for posting and distributing materials.
8 The Association will be responsible for all materials so posted or distributed.
9

10 E. The Board acknowledges the Association's right of access to the public records of the district
11 including those dealing with financial resources and budgeted expenditures and will provide
12 the Association with copies of these materials in response to reasonable requests.
13

14 F. Within thirty (30) days of ratification the Board will provide the Association with forty-five
15 (45) copies of this agreement for distribution to its members. The Board acknowledges the
16 Association's rights to recite the provisions of this agreement to its members as well as the
17 other rights of employees set forth in the statutes of the State of Michigan and of the United
18 States.
19

20 G. If the employee agrees, the Board will furnish the Association with copies of its official
21 resolutions which are concerned with the discipline, demotion, or discharge of an employee.
22

23 H. Certain rights and responsibilities of employees are prescribed by the laws and Constitution of
24 the State of Michigan. The basic rights of all citizens are guaranteed by the Constitution and
25 Bill of Rights of the United States. The Board will not deprive any employee of such rights.
26

27 I. Employees exercising reasonable care with respect to the safety of pupils and property will not
28 be held by the Board to be individually liable except for unlawful acts.
29

30 J. When an employee is to be reprimanded, warned or disciplined of an infraction of this
31 Agreement, the employee is entitled to arrange for a representative of the Association to be
32 present. Before any action is taken, two days will be granted to the employee to make
33 arrangements for representation under this provision of the agreement prior to the action being
34 taken.
35

36 K. No employee will be disciplined or discharged without just cause. Discipline, when necessary,
37 will be applied accordingly to a progressive scale of severity as follows: verbal warning,
38 written warning, reprimand, temporary suspension without pay, discharge. The Board and the
39 Association recognizes that certain acts are so offensive that severe discipline up to and
40 including discharge may be warranted. In the event the safety or welfare of the students is
41 judged to be in possible jeopardy, the district may immediately suspend the employee and
42 remove the employee from the premises pending an investigation. If the employee is later
43 found to be misjudged, he/she will be reinstated with any appropriate lost compensation.
44

45 L. After initial employment no materials will be placed in the employee's personnel file unless the
46 employee has had opportunity to review the material and receive copies. Employees who take
47 exception to materials contained in their personnel file may submit written statements which
48 will be attached to the questioned material. Materials found to be in error will be corrected. If

1 the employee is asked to sign material placed in the personnel file, such signature will indicate
2 only the employee's awareness of the material and will not be interpreted to mean agreement
3 with the content of the material.
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11 M. When a record of unsatisfactory work or behavior is to be filed, the employee will be furnished
12 with:

- 13 1. A written statement enumerating the weaknesses observed.
- 14 2. Clear and concise suggestions for correction or improvement of these weaknesses.
- 15 3. Administration assistance and advice to help effect improvement.
- 16 4. A clearly defined period of time in which improvement is to be expected.

17
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19 N. When a pupil on school premises damages or destroys the personal property of an employee
20 on duty, the Board will reimburse the employee for any sum related to the loss which is not
21 covered by insurance policies of the employee or the district up to a maximum of \$100.00.
22

23 O. Proper equipment and supplies will be provided to carry out any work assignment. Employees
24 shall not be expected to carry out work which endangers their health or safety.
25

26 P. Maintenance employees will submit a list of personally owned tools which may be used on the
27 job. The supervisor will scratch from the list any tool which he/she will not approve being used
28 on the job. In the event a maintenance employee finds a need to use a personal tool not on the
29 approved list, he/she must seek approval from the supervisor prior to such use for the tool to be
30 covered by the tool allowance.
31

32 Q. Any full-time contracted maintenance personnel who are currently a member of the bargaining
33 unit will not be displaced by the Board subcontracting their positions/responsibilities.
34

35 ARTICLE XV – GRIEVANCE PROCEDURE AND ARBITRATION

36
37 A. Grievance Procedure:

38
39 1. When an employee, group of employees or the Association believes that there has been a
40 violation, misinterpretation or misapplication of any provision of this agreement, a
41 written grievance may be filed with the supervisor.
42

43 2. The employee, group of employees, or the Association will discuss the matter with the
44 supervisor during non-working hours, to attempt to resolve it informally. The
45 Association representative will also be present, if requested.
46

47 3. If the matter is not satisfactorily resolved, the following procedure will be followed:
48

- a. A statement of the facts upon which the grievance is based.
- b. A reference to the articles or sections of this contract which have allegedly been violated.
- c. A statement of the relief requested.
- d. The supervisor shall submit an answer within five (5) working days in writing. One copy of this decision will go to the grievant, one copy to the Association representative, and one copy to the Association.

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

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

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

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

B. Arbitration:

1. Any grievance which is not resolved through the procedures prescribed in Paragraph A may be submitted to arbitration provided that a notification of intent to arbitrate is provided to the Board of Education not later than thirty (30) days from the receipt of the written response at Level Three.
2. Arbitration will be before an impartial arbitrator selected by the parties. If the parties cannot agree on an arbitrator, one will be selected by the American Arbitration Association in accord with its rules, which will likewise govern the arbitration hearing.
3. The powers of the arbitrator will be limited to interpretation of the articles and parts of this Agreement unless mutually agreed otherwise. The arbitrator shall have no power to require back pay for more than ten (10) days prior to the date a written grievance is filed.

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- 4. Both parties agree to be bound by the award of the arbitrator.
- 5. The fees and expenses of the arbitrator will be paid by the Association when the arbitrator finds in favor of the Board of Education. The fees and expenses of the arbitrator will be paid by the Board of Education when the arbitrator finds in favor of the Association. In the event neither party is sustained in whole, the fees and expenses of the arbitrator will be shared equally.
- 6. Any grievance which occurs outside the realm of the supervisor may be started at the superintendent's level.
- 7. The term days as used herein shall mean days when work was scheduled. (During summer recess, "days" shall mean week days, excluding weekends and holidays.)
- 8. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.
- 9. The Board shall, upon request, provide all information, documents and materials necessary to the determination of the grievance.
- 10. The Whiteford Education Support Personnel Association MEA-NEA is the only party to this agreement who has the right to process a grievance to arbitration.

ARTICLE XVI – WAGES AND BENEFITS

A. All new employees will serve a ninety (90) actual work day probationary period in which they will be paid ten cents (.10) per hour less than the negotiated rate. At the conclusion of this ninety (90) actual work day probationary period, the employee will be terminated or placed on the regular pay schedule.

Classification:	<u>7-1-05</u>	<u>7-1-06</u>
1. Custodial/Maintenance		
Maintenance	16.91	17.25
Custodians	14.07	14.35
Part-time labor	11.33	11.56
2. Food Service		
Head Cook	10.92	11.25
Asst. Cook	9.47	9.75
Kitchen Aide	9.31	9.59

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Cashier 9.15 9.42

When a meal is catered and the school kitchen is used, one food service personnel will be paid to assist and supervise the care of the school equipment.

3. Bus Drivers / Co-Op Route

a. Regular Routes (daily AM & PM) 53.33 54.93
Half day rate 26.67 27.47

If the daily trip exceeds 25 miles with passengers, the following amount will be added for each additional mile:

.46 .50
b. Transfer rate per mile .53 .54
c. Special program routes 15.68 16.15
d. Extra trip rates
School days, two hour minimum \$200 stipend per employee who made or signed up for extra trips 29.98
Additional hour 11.42 13.50
Non-school days, two hour minimum 29.98
Additional hours 11.42 13.50
e. St. Anthony Run Daily Rate \$10.00

Bus drivers will be compensated for their a.m. and/or p.m. run(s) if an assigned athletic/field trip is canceled due to weather conditions. (Cancellation must occur same day as trip. Trips canceled prior to same day of trip will not apply as driver will be reassigned to their normal a.m./p.m. run(s).)

4. Special education bus aide 10.42 10.73

5. Wages will be retroactive back to July 1, 2005 up to effective date of agreement. All retroactive wages will be paid within 30 days of the effective date of agreement.

When considering applications for new hires, the board may in its discretion, give credit

1 for past experience, training and skill, and place a new hire into any bracket in the
2 progression schedule. Thereafter employees shall be promoted each six (6) months until
3 reaching the top rate for the classification.

4 The superintendent and the driver of the special education route will meet periodically to
5 review the need for an aide on the special education bus.
6

7 **B. Overtime:**
8

- 9 1. Employees assigned to work which exceeds forty (40) hours per week shall be paid at
10 time and one-half. Paid vacations or sick leave time will be considered working hours
11 for overtime purposes.
12 2. An employee who begins an assignment which later in the day requires overtime will be
13 given the first opportunity to work at overtime.
14
15 3. Employees who are assigned to work on Saturday will be paid time and one-half whether
16 or not forty (40) hours have been previously worked during that week. Employees who
17 are assigned to work on Sunday will be paid double time whether or not forty (40) hours
18 have been previously worked during the week.
19

20 Employees who are assigned to work on Saturdays to service school activities will be
21 paid time and one-half if a paid holiday occurred during the preceding five days. The
22 over-time based on seniority, will be assigned from a rotating list.
23

24 When only one employee is assigned to work a Saturday night special event that requires
25 "lock-up" after 9:00 p.m., he/she shall have the option of equally sharing his/her
26 duties/hours/wages with a second employee. It is understood that the district will only
27 reimburse wages based on the total hours initially assigned the individual employee for
28 the event.
29

30 For the above arrangement to be approved both the "initial" employee assigned the
31 Saturday night duty and the "second" employee must agree to the above stated items.
32 Also, should the "initial" employee choose to share his/her duties/hours/ wages with
33 another employee, the employee next in rotation may turn down the opportunity without
34 penalty of forfeiting their "spot" in the rotation for the next assignment. In the
35 aforementioned case, the next employee(s) on the rotation list would be approached.
36

37 Should the initial employee assigned the Saturday night duty request the "sharing option"
38 and no other employee agree then the "initial" employee assigned the duty must choose
39 to either work alone or pass on the assignment.
40

41 It is agreed that this "sharing option" language only applies to Saturday night duty with a
42 "lock-up" time of 9:00 p.m. or later and that there will be no attempt to expand its
43 application into other areas of the contract.
44

- 45 4. When an employee is required to work on a holiday, he/she will be paid at two and one-
46 half times the normal rate.
47

48 **C. An employee who substitutes for another employee at a higher rate and does not work his/her**

1 own job will be paid at the higher rate.

2
3 D. An employee who is called to work for emergency duty outside his/her regular hours will
4 receive minimum compensation of two (2) hours wages.

5
6 E. To be eligible to operate a school bus, all drivers must meet the current commercial driver
7 license (CDL) requirements and standards as outlined in Public Act 187 of 1990 (enrolled SB
8 534). Drivers will also be required to meet any and all new or additional changes in state or
9 federal laws relating to eligibility to operate a school bus. The school district will pay the
10 tuition for these classes. The school district will reimburse the driver for attendance by taking
11 the regular route rate and dividing it by three and one-half (3.5). The school district will
12 provide transportation to and from the classes or will reimburse the driver for mileage. No
13 payment will be made if the driver fails to complete the training program or accept assignment
14 as a driver.

15
16 For drivers attending special in-service programs, the district will reimburse the drivers by
17 taking the regular route rate and dividing it by three (3). This will give the rate of pay per hour
18 for in-service programs.

19
20 F. Initial/yearly physical examinations are required for bus drivers. The cost of these exams will
21 be reimbursed by the district. Subsequent examinations may be by a physician designated by
22 the school district at the expense of the district. Drivers who prefer may have the
23 examination by a personal physician at their own expense. The Board will reimburse the
24 driver a sum up to the amount of the fee charged by the Board's physician.

25
26 G. Licensing: An individual driver must pay for his/her renewal chauffer licensing fee (CDL).
27 The district will reimburse the driver for the costs in addition to the chauffeur licensing fee.
28 Reimbursement would include required commercial driver's license endorsements and
29 classifications.

30
31 H. Major Medical Insurance: Full-time employees become eligible to participate in board paid
32 major medical insurance (MESSA Choices II – this coverage will include MESSA RX \$5/\$10
33 Prescription Co-Pay). Each employee who takes this coverage will contribute \$15 monthly
34 toward the premium cost. The \$15 monthly premium contribution shall be automatically
35 payroll deducted from the employee's pay on a pre-tax basis through a qualified Internal
36 Revenue Service Section 125 Plan and a Premium Only Plan. This coverage is available for
37 full-time employees after completion of the ninety (90) workday probationary period. Full-
38 time employees are defined as those normally working thirty-five (35) hours per week in one
39 position and shall receive fully paid health insurance for the days they work. The Board will
40 pay a pro-rated premium for major medical insurance for employees who were employed prior
41 to January 1, 2003 who normally work at least thirty (30) hours per week. (Any individual
42 employed prior to January 1, 2003, who transfers to a position of 30-34 hours per week is not
43 eligible for pro-rated premium for major medical insurance.)

44
45 The Board will make major medical insurance program available to those part-time employees
46 who wish to purchase it at their own expense. It is the employee's responsibility to complete
47 the appropriate application forms and return them to the superintendent's office.
48 Employees who do not require health insurance will be provided a monthly sum equal to

1 the single subscriber premium for health insurance. This sum is to be applied to the
2 premium for any of the optional coverages by WESPA/MESSA/MESFA which includes
3 annuities. The District will provide employees with a qualified Internal Revenue Service
4 Section 125 Plan and Salary Reduction Agreement.

5
6 If a “regular” part-time employee voluntarily substitutes for another employee, the work hours
7 accumulated, per week, while “subbing” shall not be added to the “regular” part-time hours for
8 the purpose of being eligible for either pro-rated or full medical or any other benefits.
9

- 10 I. The Board will provide full-time employees with full family dental insurance [MESSA Delta
11 Dental E/007 (80/80/80)]. Full-time employees shall be defined as those who normally work
12 forty (40) hours per week.

13
14 The Board will pay a pro-rated premium for the family dental insurance [MESSA Delta Dental
15 E/007 (80/80/80)] for those employees who are employed prior to January 1, 2003, who
16 normally work at least thirty (30) hours per week. (Any individual employed prior to January
17 1, 2003 who transfers to a position of 30-34 hours per week is not eligible for pro-rated
18 premium for dental insurance.)

- 19
20 J. The Board will provide twenty-five thousand (\$25,000) dollars of term life insurance for each
21 full-time employee, the head cook, and each full-time bus driver. All other employees covered
22 by this contract who work fifteen (15) hours a week or more shall receive seventeen thousand
23 five hundred (\$17,500) dollars worth of term life insurance. No employee will receive more
24 than twenty-five thousand (\$25,000) dollars of term life insurance under this provision.
25

- 26 K. The Board will provide full family vision insurance for each full-time employee and the head
27 cook which is equivalent to the MESSA VSP-2 Program, however, the Board has the right to
28 determine the underwriter.
29

- 30 L. Full-time employees retiring at age sixty-five (65) or with at least ten years of service with
31 Whiteford Schools, shall be compensated for sick leave days (number accumulated; no cap) at
32 twenty-seven dollars (\$27.00) per day.
33

34 Employees who work more than twenty (20) hours per week but less than forty (40) will be
35 compensated for sick leave days (number accumulated; no cap) at twenty-five dollars (\$25.00)
36 per day.
37

38 Employees who work less than twenty (20) hours per week shall be compensated for
39 unused/accumulated sick leave days as follows:
40

41 A sum equal to one-half the value of sick leave days (number accumulated; no cap).
42

43 In the event of the death of a member in service or of a former member receiving terminal
44 reimbursement payments, the beneficiary or estate of the member may elect one of the
45 following options:
46

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

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

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14 ARTICLE XVII – MISCELLANEOUS
15

16 A. Nothing in this contract shall prevent the Board of Education from complying with the
17 requirements mandated under the provisions of the Americans With Disabilities Act.
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19 B. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been
20 employed at least twelve (12) months and worked at least 1,250 hours during the prior
21 twelve-month (12) period is entitled to twelve (12) work weeks of leave during any twelve-
22 month (12) period without pay but with group health insurance coverage maintained for one or
23 more of the following reasons:

- 24 (a) due to the birth of the employee's child in order to care for the child;
- 25 (b) due to the placement of a child with the employee for adoption or foster care;
- 26 (c) to care for the employee's spouse, child, or parent who has a serious health condition; or
- 27 (d) due to a serious health condition that renders the employee incapable of performing the
28 functions of his or her job.

29 A "serious health condition" is defined by the law as an illness, injury, impairment, or physical
30 or mental condition that involves (1) inpatient care in a hospital, hospice or residential medical
31 care facility or (2) continuing treatment by a health care provider. Other mandated conditions
32 of the Family and Medical Leave Act shall apply to leaves in this section.
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39 C. Omnibus Transportation Employee Testing Act
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41 All bus drivers shall be required to submit to and pass all physical examinations required by
42 state or federal laws, including drug and alcohol testing required pursuant to the Omnibus
43 Transportation Employee Testing Act of 1991, 45 USC 431 (the "Act"), and its implementing
44 regulations. The Board will develop and implement a written testing policy in accordance
45 with the standards and criteria contained in the implementing regulations of the Act.
46

47 The district will provide, upon request, a copy of its policies and administrative procedures
48 relating to the Act. The district will also in-service drivers annually on drug and alcohol

1 testing. All such in-service shall be considered working time. The district will reimburse the
2 driver by taking the regular route rate and dividing it by three and one-half (3.5). This will
3 give the rate of pay per hour for in-service.
4

5 Drivers undergoing testing as required by the Act will be paid \$10.00 per hour for actual time
6 of testing and travel to and from the testing site provided they are not otherwise scheduled to
7 work for the district during the testing time.
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14 If drug testing occurs during the time a driver is scheduled to perform other work for the
15 district, the driver will not receive the \$10.00 per hour rate and will receive only the rate of
16 pay for the other employment with the district. If a driver is detained at the test site and as a
17 result misses his/her normal run or assigned field trip, the district will compensate the driver
18 his/her regular or field trip rate of pay, but the driver will not receive the \$10.00 per hour
19 compensation during the testing time.
20

21 All bus drivers will notify the district of the use of any prescription medication taken pursuant
22 to doctor's orders that will affect their ability to safely operate a school bus.
23

24 All bus drivers shall not report to duty while using any prescribed medication except when
25 advised by their doctor that such use does not affect their ability to operate a school bus.
26

27 If a bus driver is randomly selected for testing, under the Act, and the driver has to report to
28 other employment, the district will notify, if requested by the driver, the other employment of
29 the driver's required testing under the Act.
30

31 All bus drivers are expected to comply with the Act. Following a determination that a driver
32 violated the Act, the driver shall be subject to termination.
33

- 34 D. All employees working in food service will be allowed one meal per day at no charge to the
35 employee.
36
- 37 E. Custodial/Maintenance employees who are required to work outside during the winter
38 months will be provided with one winter coat during the life of this Agreement. Said
39 employees include the maintenance worker and the day custodial position, with the coats
40 provided when they have successfully completed their probation period.
41
- 42 F. Six shirts will be provided to custodial/maintenance employees and five aprons will be
43 provided for the kitchen staff over the life of the contract. Custodial/maintenance workers
44 may not alter the appearance of clothing provided by the district, and said clothing must be
45 worn on a daily basis. Employees will receive the clothing when they have successfully
46 completed their probation period.
47
- 48 G. Bus drivers whose assignment is for the sole purpose of transporting special education

1 students assigned to attend school at the Educational Service Center at the Monroe County
2 Intermediate School District, will be reimbursed \$.20 per minute for use of a personal cell
3 phone. Employee will be required to provide documentation of usage.

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AUTHORIZATION

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