

MASTER AGREEMENT

BETWEEN

**MICHIGAN EDUCATION ASSOCIATION
SUPPORT STAFF**

AND

MCBAIN BOARD OF EDUCATION

July 1, 2005 – June 30, 2008

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AGREEMENT

This Agreement is made and entered into this 8th day of September, by and between the McBain Rural Agricultural School Board of Education, hereinafter called the "Board", and the Michigan Education Association, NEA hereinafter called the "Association", on behalf of its local affiliate, the McBain Educational Support Personnel Association, MEA/NEA.

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive bargaining agent for the purposes of collective bargaining, and that said Association is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for all personnel who are within the appropriate bargaining unit, described and defined as:

"All full time and regular part time Bus Drivers, Paraprofessional, and Custodial/Maintenance employees employed by the McBain Rural Agricultural School, excluding supervisors and all other employees."

ARTICLE II - BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code, and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation, the right:
1. To exercise the executive management and administrative control and operation of the school system, its properties and facilities and of the employees of the McBain Rural Agricultural School.
 2. To continue its rights, policies and practice of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, establish, modify or change hours of operation or change schedule of days but not in conflict with the specific provisions of this Agreement.
 3. To determine services (received and rendered), supplies, and equipment necessary to continue its operation. Also to determine all methods and means of distributing the above and establishing standards of operation. Determine the means, methods and processes of carrying on the functions of the school district.
 4. To hire all employees, and subject to the provisions of this Agreement and of the law, to determine their qualifications including physical and/or mental conditions for continued employment or their dismissal or demotion; and to promote and transfer all such employees; to determine the size of the departments; and to layoff employees.
 5. To initiate and administer the methods and means of obtaining financial support for the school district.
 6. To initiate and administer an evaluation program for all employees.
 7. To contract for services from outside or within the school district when special skills and/or equipment are required, emergencies arise, or financial necessity.
 8. To establish and determine hours of work and shift schedules including the establishment of bus routes and schedules.
- B. The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this Agreement, and then only to the extent that such terms are in conformance with the Constitution and laws of the United States and the State of Michigan.

ARTICLE III - EMPLOYEE RIGHTS AND PROTECTION

- A. Nothing contained in this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- B. The Board and the Association agree that neither will in any way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.
- C. No employee shall be disciplined without just cause.
- D. All bargaining unit members employed as of the 2005-06 school year shall, as a condition of employment:
 - a. On or behalf thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or
 - b. Pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deductions for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.
 - c. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
 - d. Bargaining unit members hired prior to July 1, 2005 can elect to be exempt from the obligation of paying a service fee. As of the date above all members will have one opportunity to become exempt. After this date, all members must adhere to "a) or b)" listed above.
- E. Objections Policy: Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- F. Dues Deductions: Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- G. Other payroll deductions shall be limited to those already in existence. Additional payroll deduction plans will be considered and implemented by mutual agreement.
- H. An employee shall be permitted to inspect the contents of his/her personnel file in the presence of the superintendent. An Association representative may be present if requested by the employee. The personnel file shall not be taken out of the office of the Superintendent. An employee may submit a written notation regarding any material in the personnel file and the same shall be attached to the referenced file copy.
- I. Any case of assault upon a bargaining unit member, which had its inception in a school-centered problem, shall be reported immediately in writing to an administrator. The Board will provide legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance. Reasonable assistance will not include preparation for trial or defense for trial. It may include an interview with the Board-employed attorney to explain the bargaining unit member's rights to the bargaining unit member, but shall not include an obligation for representation by the Board attorney. The Board will provide legal counsel and render all necessary assistance to any bargaining unit member, limited only to the extend of the errors and omissions contract, who has been sued while performing duties which are in accord to Board policy.
- J. Bargaining unit members will be compensated at their regular hourly rate when they receive training during their regular working hours as requested by administration.

ARTICLE IV - SENIORITY, LAYOFF AND RECALL

- A. All new employees working for the school system in positions covered by the Association shall serve a ninety (90) working day probationary period. During this period, he/she may be discharged without further recourse, provided, however, that the Board may not discharge or discipline for the purpose of evading this Agreement or discriminating against Association members. Upon successful completion of the probationary period, the employee shall be placed on the regular seniority list as of the first day worked. In case of discipline within the ninety (90) working day probationary period, the Board shall notify the Association in writing as soon as possible.
- B. An additional thirty (30) working day probationary period may be required by the Board, where a question remains whether the employee is to be granted permanent status, and then only after discussion with the Association.
- C. Seniority shall be defined as length of continuous service in a regular bargaining unit position and department. Seniority shall begin on the first full day of work and shall be credited as such upon successful completion of the probationary period. In the circumstances of date of hire of more than one individual beginning employment on the same date, a drawing will be conducted to determine position on the seniority list. Should there be any employees holding the same seniority date within the same classification upon ratification of this Agreement, a drawing will be conducted as outlined above within ten (10) days following ratification to determine seniority for those employees.
- D. The Board shall post a seniority list no later than October 1st of each year. This list shall be arranged in order of departmental seniority and shall show each employee's department seniority and District seniority. Said list shall be posted in a conspicuous location at each place of employment. The local Association President shall receive a copy of each seniority list published. The seniority list shall contain the name, last date hired in the district, last date hired in the department and seniority ranking within each department.
- E. An employee shall lose his/her seniority rights if he/she retires, resigns, is discharged for just cause, fails to report to work within ten (10) working days following receipt of a written recall to employment while on layoff, or is laid off for a period of more than two (2) years. It is expressly understood that seniority is not lost during an unpaid leave of absence or a period of layoff, nor shall it accumulate during that time. Employees currently in the bargaining unit shall not have their seniority dates adjusted due to this above language for actions prior to the ratification of this Agreement.
 1. Any employee retiring under the guidelines of the Michigan Public School Employees Retirement System who returns to employment as soon as the minimum "off work" MPERS guidelines are met shall not lose her/his seniority.
- F. In the event of a layoff, the Association shall be notified at least fifteen (15) working days prior to any staff reduction, except in cases of emergency. Employees to be laid off shall be so notified, in writing, at least fifteen (15) working days prior to their release, except in cases of emergency.
- G. Strict departmental seniority shall prevail in the lay-off and recalling of employees. In reducing the work force because of lack of work or other legitimate causes, the last employee hired shall be the first employee laid off, and the last employee laid off shall be the first employee recalled, provided that further, said employee meets all employment conditions originally required at the time of hire. In the laying off and recalling of laid-off personnel, the work performed by said employee shall be considered as a determining factor. If all employees within an affected department have satisfied their right to bump and there remains a vacancy, employees from other departments by seniority, shall have the right to bump into that vacancy, if qualified.
- H. Laid off employees shall be given ten (10) working days to return to work following notice of recall. The recall notice shall be mailed to his/her last known address by certified mail. If the employee fails to return to work within the ten (10) working day period, he/she shall be considered as voluntarily resigning from the school system and shall lose all rights and benefits. During the recall period specified above, the Board shall have the right to assign a temporary employee to fill the open position.
- I. If the Board determines to reduce the working hours of an employee, a fifteen (15) working day notice shall be provided before the new schedule is effective. Said employee may bump into a like position within his/her department for which he/she is qualified, to retain his/her hours. (i.e., part time for part time, regular run for regular run, third run for third run, etc.)

- J. In any situation involving the bumping process, no employee shall have more than thirty (30) calendar days in which to exercise his/her bumping rights.

ARTICLE V - VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a position previously held by an employee within the bargaining unit, or a newly created permanent position within the bargaining unit. No vacancy shall be filled on a permanent basis until it has been posted for at least five (5) working days. No vacancy shall be filled with a substitute for more than forty-five (45) working days prior to filling the position on a permanent basis.
- B. Said posting shall contain minimum qualifications and responsibilities, hours, immediate supervisor, work year, location, date of vacancy and wage rate. Postings shall be available in the Superintendent's office, posted in the bus garage, all teacher workrooms and posted on a bulletin board in the custodian's room.
- C. Present departmental employees shall receive first consideration for a vacancy, based upon their seniority, qualifications and ability. It is understood that Bus Route vacancies will be filled on the basis of seniority.
- D. If a vacancy is not filled with a current employee, the Board shall, upon request, notify the most senior employee candidate in writing, giving the reasons as to why a current employee was not hired.

ARTICLE VI - HOURS OF WORK AND OVERTIME

- A. Full time Custodial/Maintenance shall be considered at least forty (40) hours per week and full time Bus Driver shall be driving two (2) regular runs per day. The work week shall be five (5) days a week, from Monday through Friday. Full time paraprofessionals shall be defined as being regularly scheduled to work at least 32.5 hours per week. The Board agrees that current full time employees shall remain as full time unless they voluntarily choose to move to a less than full time position.
- B. Paraprofessionals shall have a work schedule that includes the same number of days, or half-days, as student contact days. Schedules for paraprofessionals shall be finalized by the Fall State Membership Count day each school year.
- C. Time and one-half (1 1/2) will be paid for all hours worked in excess of forty (40) hours per week. Time and one-half (1 1/2), with a two (2) hour minimum, will be paid for all hours worked by Paraprofessionals and Custodial/Maintenance employees for work on Saturdays. Two (2) times the regular pay rate shall be paid for time worked on Sunday or a designated paid holiday, by Custodial/Maintenance employees or drivers. All weekend or holiday work assignments must be approved by administration.
- D. All employees shall receive a fifteen (15) minute paid break for each four (4) consecutive hours worked. A thirty (30) minute, duty-free unpaid lunch/dinner break shall be provided for those employees scheduled to work no less than a six (6) hour shift. Unpaid lunch breaks shall not be longer than thirty (30) minutes unless the employee and immediate supervisor agree to a longer lunch break.
- E. Custodial/Maintenance employees shall use a seniority rotation for all extra hours outside the employees normal workday.
- F. Extra trips shall be posted and assigned on a rotating basis, beginning with the most senior driver, having the opportunity to accept or pass the trip. In the event the Board does not receive volunteers for extra bus trips, it has the right to assign such trips to the least senior driver or to a substitute driver. Transportation for all school related activities involving sixteen (16) or more students shall be conducted using a Transportation employee covered by this Agreement.
- G. Employees called in on an emergency (called into work from home and requested to respond within one hour) will be paid an additional stipend of \$15 added to the regular wage pay on an hourly basis (not snow removal).
- H. It is understood that the employer is not obligated for any summer work positions, but should they exist, these procedures will be followed. The parties hereby agree that the majority of Summer Work positions will be filled by students. If there are additional positions available, the District will post them, first to the classification wherein the work is available, then to all school year employees. Preference will be given in filling these positions to the employees holding greatest seniority within the School District.

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ARTICLE VII - COMPENSATION

- A. Each school year employee shall receive her/his pay in twenty-one (21) installments and each year-round employee shall receive her/his pay in twenty-six (26) installments. Paraprofessionals shall be paid bi-weekly during the school year. Paraprofessionals, who as of September 1, 1999 were being paid in twenty-six (26) equal installments, shall continue to be paid in twenty-six (26) equal installments according to past practice.
- B. Each employee shall receive on his/her paycheck stub an accounting of deductions, taxes and retirement credit earned for each pay period.
- C. The Board will pay the difference of the cost between a regular driver's license and the required license for all Bus Drivers.
- D. The Board will pay up to one hundred dollars (\$100) toward the cost of an annual physical examination for Bus Drivers. The examination will measure items appropriate for the employee's position with the school district. It is understood that the employee shall have the cost of the physical submitted to his/her health insurance provider, and then submit any unreimbursed amount to the district.
- E. The Board shall pay up to seventy-five dollars (\$75) every three (3) years for the purchase of a jacket approved by the Superintendent for regular drivers with two (2) or more daily runs. Said jacket must have the transportation emblem visible. Jackets will be purchased during the 2006-2007 school year.
- F. At no cost to the employees, the Board will provide custodial/maintenance employees with an 11/5 uniform program. Full-time and part-time custodial and maintenance employees may agree to receive five uniform shirts in place of uniforms at a cost to the district of no more than \$125 per person per year.
- G. Meal allowances shall be paid to Bus Drivers on extra trips. However, drivers are expected to eat prior to leaving on trips when time permits (when there is 45 minutes or more between ending a regular run and beginning an extra trip). Evening trips leaving before 5:30 p.m. qualify for meal expense. Meal allowance is \$6.50 per meal.
- H. Should lodging be necessary during an extra trip, the actual single occupancy cost incurred by the employee shall be reimbursed by the Board.
- I. Bus Drivers will be paid for trips missed due to less than a full day of school unless notified of scheduled partial day the previous day. Written notice or phone call to the Bus Garage or to the Bus Driver constitutes notice.

ARTICLE VIII - LEAVES OF ABSENCE

A. Sick Leave

All full-time employees shall be credited with twelve (12) days of sick leave per year. These days shall be used for illness or disability of the employee, spouse and/or household dependent, and shall accumulate up to a maximum of ninety (90) days. . All part-time employees shall receive eight (8) sick days per year that may accumulate up to thirty-five (35) days.

B. Attendance Incentive

- 1. All school year employees (including part-time paraprofessionals, part-time custodial/maintenance who work at least 25 hours per week and bus drivers) whose absences [except for paid vacations, paid holidays, approved school business leave (e.g. training), and Association business leave] during a semester do not exceed the levels specified below, receive a stipend according to the following schedule.

0 days absent:	\$50.00 stipend
1 day absent:	\$35.00 stipend

(For purposes of this section, the six (6) month intervals shall be July 1-December 31 and January 1-June 30.)

2. Full-time (twelve (12) month) employees whose absences [except for paid vacations, paid holidays, approved school business leave (e.g. training), and Association business leave] during a six month period do not exceed the levels specified below shall receive a stipend according to the following schedule:

0 days absent	\$100.00stipend
1 day absent	\$75.00stipend

3. Upon retirement, bargaining unit members who worked for McBain Rural Agricultural Schools for (20) twenty years or more will receive one hundred fifty (\$150) for each year of service beyond twenty (20) years.

C. Bereavement Leave

1. All employees may use up to a maximum of three (3) non-cumulative paid funeral leave days per death in the immediate family. Personal business days may also be used for attendance at funerals. A maximum of ten (10) employees, four (4) of which may come from Transportation, Paraprofessional or Custodial/Maintenance classifications, may use a personal business day for a funeral on any given day. An extension of up to three (3) personal business days may be granted in case of death in the immediate family. Additional personal days must be approved by the Superintendent. The immediate family is defined as spouse, parents, siblings, children, grandparents, grandchildren and in-laws. (Applies to both employee and spouse). Requested and approved personal days will be deducted from accumulated sick leave.

D. Personal Business

1. Up to three (3) days of sick leave allowance per year may be used by the full-time employee for personal business. Up to two (2) days of sick leave allowance per year may be used by the part-time employee for personal business. Unused personal business days shall not accumulate from year to year. Personal business days shall be utilized for the purpose of transacting or attending to legal, religious or business matters or scheduled doctor or dentist appointments which require absence during school hours. Except in emergencies, the employee taking leave hereunder shall submit a completed Preplanned Absence Request Form to his/her supervisor at least five (5) calendar days in advance of the day he/she proposes to be absent. The following are examples, but do not constitute limitations of purposes for which personal business or sick leave shall not be used: hunting, fishing, shopping and vacations.
2. Additional days may be available upon application directly to the superintendent. These days are solely at the discretion of the superintendent, and will be handled on a first come, first served basis.

E. Unpaid Leaves of Absence

1. Employees may make written request to the Board for unpaid leaves of absence of not more than one (1) school year in duration.
2. The Family and Medical Leave Act shall be made available to all bargaining unit members.

F. Sick Leave Application

Each Bargaining Unit Member should be reminded that the contract provides sick leave to be used ONLY for illness or disability of an employee, spouse and/or household dependent.

If an employee's absences raise concerns due to patterned absences, chronic absenteeism or suspected use for other purposes other than illness or disability, the Administration reserves the right to meet with the employee and an Association representative to investigate the problem and search for solutions beneficial to the employee and the district.

G. Jury Duty

In the event an employee is required to serve jury duty, a leave shall be granted. The employee will be paid the difference between his/her regular pay and the compensation received for jury duty or the employee may turn in his/her jury duty check and receive his/her regular pay. A request for pay will be submitted by the employee together with evidence of the amount of compensation received for jury duty. The employee may retain the mileage allowance.

ARTICLE IX – HOLIDAYS

A. Bus Drivers

- 1. All regular drivers with two (2) or more scheduled trips per day will receive the following paid holidays. Holiday pay will be granted regardless of whether the holiday falls on a weekday or weekend:

Memorial Day, Labor Day, Opening day of deer season, Thanksgiving Day and Christmas Day

B. Custodial or Maintenance

- 1. All twelve-month Custodial or Maintenance employees shall receive the following paid holidays. If the holiday falls on a weekday, he/she shall receive pay for said day. If the holidays falls on a weekend, he/she shall receive a weekday off with pay:

New Year’s Day, Good Friday (when school is not in session), Memorial Day, Independence Day, Labor Day, November 15, Thanksgiving Day, day after Thanksgiving, ½ day Christmas Eve Day, Christmas Day, ½ day New Years Eve Day

C. Paraprofessionals

- 1. All paraprofessionals shall receive the following paid holidays:

Labor Day, November 15, Christmas Day, Memorial Day, Thanksgiving Day

- D. Employees working during the summer shall have the days provided above plus Independence Day (July 4th).

ARTICLE X - VACATIONS

- A. Full time Custodial/Maintenance employees shall receive paid vacation based on the following schedule:

91st Day Through 5th Year:	One Week
6th Year Through 10th Year:	Two Weeks
11th Year and Beyond:	Two Weeks plus one additional day per year to a total of four weeks. (i.e., Employee in 15th year would receive two weeks plus five days, for a total of three weeks.)

- B. Vacation time cannot be accumulated for more than eighteen (18) months at any one time. If the time is not used in this eighteen (18) month time period, it will be lost to the employee, except in cases of emergencies as approved by the Superintendent.

ARTICLE XI – FRINGE BENEFITS

A. Insurance-Custodial or Maintenance

The Board will pay 100% of a twelve-month premium for full-time custodial/maintenance personnel according to the following:

Plan A

- Health: The health care plan will be SET-SEG Preferred Plan I with Option A. The health care plan will include a \$20 co-pay for prescriptions with \$18 repayment through payroll office. The employee portion is based upon the health premium rate as provided by SET-SEG. This plan shall include coverage for eligible dependents up to age twenty-five (25).
- Dental: 75% (Preventative)/ 65% (Fillings, Etc.)/ 65% (Crowns, Etc.); \$1,000 annual maximum dental coverage including sealants and \$1,500 ortho coverage for dependents 18 or under. Orthodontics \$1,000 per person for those over 18.
- Vision: SET/SEG Plan II with \$100 frame allowance
- LTD: SET/SEG 66 2/3% with 90 day qualifying period
- Life: \$40,000 (term) with AD&D

Plan B

Full-time custodial/maintenance personnel who elect an annuity payment in lieu of health insurance will receive twelve annuity payments through a salary reduction agreement per year in the amount of \$190 for 2005-2006, \$195 for 2006-2007 and \$200 for 2007-2008. Those employees will receive the same dental, LTD, vision and life insurance as offered to health insurance recipients.

B. Insurance-Bus Drivers and Full-Time Paraprofessionals

The Board will provide insurance to those drivers who are assigned both a.m. and p.m. runs. The insurance offering will be as follows:

- Health: The health care plan will be SET-SEG Preferred Plan I with Option A. The health care plan will include a \$20 co-pay for prescriptions with \$18 repayment through payroll office. The employee portion is based upon the health premium rate as provided by SET-SEG. This plan shall include coverage for eligible dependents up to age twenty-five (25).

Members will pay monthly toward insurance premiums as follows:

Single	12% of Health Premium
Two Person	24% of Health Premium*
Full Family	36% of Health Premium

*Full-time paraprofessionals shall pay the same percentage as the Two Person category.

- Dental: 75% (Preventative)/ 65% (Fillings, etc.)/ 65% (Crowns, etc.) with \$1,000 annual maximum; Orthodontics - \$1,000 maximum for life per individual
- Vision: SET/SEG Plan II with \$75 frames
- LTD: SET/SEG 66 2/3% with \$2,000 monthly maximum/90 day qualifying period
- Life: \$15,000 (term) with AD&D

Employees eligible for, but not choosing to take health insurance, shall be eligible for a tax sheltered annuity paid by the Board in the monthly amount of 187/month for 2005-2006; \$191/month for 2006-2007 and \$195/month for 2007-2008.

Plan B

Paraprofessional and part-time custodial bargaining unit members who work 25 hours or more per week but less than 32.5 hours per week shall receive the same dental, LTD, vision and life insurance as offered to the health insurance recipients. Bargaining unit members will pay 20% of insurance cost for twelve months for this coverage. Bargaining unit members who qualify for Plan B may opt to receive twelve annuity payments through a salary reduction agreement per year in the amount of \$50 (or cash payments in lieu of.)

C. Double enrollment in health insurance will not be permitted.

D. The employee portion of premium payments, where applicable, will be facilitated through payroll deduction.

- E. The employer shall provide a cash option and salary reduction plan so as to bring the unit into compliance with Section 125 of the IRS Code. The employer shall also make available a premium contribution plan under this Section 125 plan so that bargaining unit employees may pay their share of allowable insurance premiums with pre-tax dollars.

ARTICLE XII - INCLEMENT WEATHER DAYS

- A. In the event of severe inclement weather or when otherwise prevented by an Act of God and schools are closed to students, Bus Drivers shall not be required to report for duty. The Board shall have the right to reschedule, at a later date, any days of instruction required by law so as to qualify the school district for full state aid. Bus Drivers will be notified when the days will be rescheduled. Bus Drivers will be paid for up to two (2) Act of God days per year at the extra trip rate, regardless of the reason for cancellation. Bus Drivers will be paid for driving on each rescheduled day worked. Paraprofessionals will be paid for up to two (2) Act of God days per year, regardless of the reason for cancellation. On days in which school is delayed or dismissed early, paraprofessionals shall be paid for the full day. Compensation for these days is at the regular rate.
- B. If the law changes during the life of this contract so Act of God days can be counted as days of instruction, Bus Drivers will not have to report for duty on those days, nor will these days be rescheduled, unless they exceed eight (8) days.
- C. In the event of severe inclement weather or Act of God closing schools, Custodial/Maintenance employees shall report to work as close to the start of their shift as possible, and will be given the opportunity to work and be paid for a full shift. Should severe inclement weather or Act of God cause Custodial/Maintenance employees to be sent home prior to the scheduled ending time of their shift, they shall be paid for their full shift, with no deduction of accumulated leave time.

ARTICLE XIII - ASSOCIATION ACTIVITIES

- A. The Board recognizes the right of the local Association to elect representatives and local officers from within their membership. The Association shall furnish to the Board's administrative representatives the names of all authorized representatives of the local Association and the office they are holding.
- B. The Board shall furnish to the Association, upon written request, all information necessary for the Association to represent its members.
- C. Upon written request, the Association shall have the right to use school district buildings for official meetings, subject to the Board policy with respect to building use.
- D. Upon written request by the Association, members shall be permitted to use Board equipment (for Association use) including typewriters, mimeograph machines, copiers, off-set items, provided such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- E. The Board shall grant two (2) days per year to the Association for use by any employee designated by the Association to attend a labor convention, training session, or serve in any capacity or other official Association business provided that:
 - 1. Written request is given to the Superintendent at least five (5) days prior to the absence, and
 - 2. Approval of such request is given by the Superintendent.
 - 3. The Association shall pay the cost of the substitute.

ARTICLE XIV - GENERAL TERMS

- A. A daily announcement sheet, which lists student absences and in most cases indicates if a student is suspended, will be put in the Transportation supervisor's mailbox daily.
- B. Volunteer Ambulance/Fire Department: Those employees who are active volunteer firefighters or ambulance attendants for McBain Volunteer Fire Department and/or Missaukee EMT's, will be released without pay for those emergencies which occur during their work time and for which they are needed and provided they have given notification and coverage is available. Should the absence of employees engaged in these volunteer

activities cause undue disruption to the Employer, the parties will meet to formulate a mutually agreeable resolution.

- C. Bus Drivers shall have the responsibility to spot check their buses daily and maintain the bus in a clean and safe manner. Drivers shall also be responsible for fueling their buses.
- D. If any provision of this Agreement shall be found to be contrary to law, then this provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.
- E. Radio Decorum: Radios are for school business use only.
- F. Transportation Time Clock
 - 1. Each driver shall have the responsibility to punch his/her own time card. No other person shall be allowed to tamper with or punch a card not belonging to them. Any driver believing his/her card to be improperly punched or tampered with, shall notify the supervisor as soon as possible.
 - 2. Drivers will be compensated for fifteen (15) minutes time prior to each morning, afternoon or extra trip run (shuttles) are considered a part of the appropriate run). Drivers will punch in and be considered "on the clock" fifteen (15) minutes prior to each such run, and shall use the time for pre-trip inspection of their bus.
 - 3. Drivers shall be compensated for all meetings at which their attendance is required. Such as, but not limited to: discipline meetings and/or paperwork completion, classification meetings, and school-district wide employee meetings/training sessions.
 - 4. Drivers shall be compensated for post-trip bus cleaning and for fueling their buses. These duties shall also be considered to "on the clock" time and shall be reflected on each driver's time card.
 - 5. "On the clock" duties as listed above, shall be noted on the driver's time card, as applicable.
 - 6. Drivers shall be compensated for any time incurred due to mechanical failure, bus delays (including being stuck), while on a bus run of any type. Such incidents shall also be noted on the driver's time card, as applicable.
 - 7. Drivers shall receive notification of school cancellations by a telephone call to their home either by a supervisor or an established telephone tree. Drivers scheduled to leave their homes earliest in the morning shall be notified first.
 - 8. Should any driver not receive notification at home prior to the time they would normally leave so as to arrive in a timely manner to run their route, and school is then subsequently canceled or delayed, said driver shall receive compensation for one (1) hour at their regular hourly rate. If school is held, driver will be paid regular wage once run is completed.

G. Vocational Runs

No driver may engage in consecutive runs, even as a substitute. This means the a.m. driver may not drive the same day p.m. run, and the p.m. driver may not drive the next day a.m. run. Afternoon drivers who do not return to the bus garage will begin their time card at 3:00 p.m. For drivers who run both the regular a.m. run and the vocational a.m. run, the regular a.m. run will be clocked in at 8:30 a.m.

Substitute drivers for vocational a.m. and p.m. runs will be determined by seniority but will follow previously established guidelines for day to day vocational runs. All vocational run drivers must ride the bus run prior to driving the run.

H. Alcohol and Drug Testing

- 1. All bus drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including testing pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Omnibus Transportation Employee Testing Act of 1991, USC 431.

2. Prior to the start of each school year, employees covered by the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 shall participate in in-service training on the law, procedures and local policies. Employees shall be paid at the Driver's School hourly rate for such time in training.
3. Employees required to submit to, and undergo testing for drugs or alcohol shall be paid for on site time spent, at their regular hourly rate. Treatment costs are to be borne by insurance and/or the Employee.

I. Custodial/Maintenance Definition

1. The primary responsibility of custodial employees shall include the cleaning of district buildings, furnishings and grounds. Custodial employees shall also be expected to perform minor maintenance and at times assist maintenance as assigned by their immediate supervisor.
2. The primary responsibility of maintenance employees shall include the maintenance of district buildings, furnishings and grounds. Maintenance employees shall also be expected to perform custodial duties as assigned by their immediate supervisor.
3. The board shall determine employee classification.

J. General Responsibilities of Paraprofessionals

1. Teacher assistance-regular and special education.
2. Recess duty.
3. Lunchroom assistance.
4. Headlice checks.

The general responsibilities for all paraprofessionals will include but not be limited to the aforementioned tasks.

Yearly work assignments shall be provided by building principals. Each paraprofessional will be assigned one (1) building principal as his/her immediate supervisor.

Special accommodations for personal appointments, late arrivals or other time off during the working day, as approved by the immediate supervisor, will be documented on the weekly time slip.

ARTICLE XV - GRIEVANCE PROCEDURE

A. Purpose: The purpose of this procedure is to secure at the lowest possible level equitable solution to grievances.

B. Definitions:

1. Grievance: A claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. Representative: The Association and the Board shall each designate representatives at each step of this Agreement.
3. Days: Any reference to "days" in this Article shall mean calendar days.
4. Written Grievance: Shall contain the following information:
 - a. Date of the alleged violation.
 - b. Summary of the facts leading to the alleged violation, including when available, dates, times, location, names and names of participants.
 - c. Sections or sub-sections of the Agreement alleged to have been violated.
 - d. Specific outline of relief sought.

- e. Signature of the grievant(s) or in the case of an Association grievance, the local Association President shall sign, including the date of said signature(s).

C. Procedure:

Level One: An employee or the Association, believing there has been a violation of this Agreement, shall within fifteen (15) days of the alleged violation orally discuss the grievance with his/her immediate supervisor or designee in an attempt to resolve the matter. If the grievance involves more than one department, it may be filed with the Superintendent or his/her designee. If no resolution is obtained, the grievance shall be reduced to writing within five (5) days of the Level One discussion and forwarded to Level Two.

Level Two: If the grievance is not resolved at Level One, a copy of the written grievance shall be filed with the immediate supervisor or designee, within five (5) days of the discussion at Level One. Copies of the written grievance shall be given to the Local Association Representative and the Superintendent or designee. Within five (5) days after receiving the written grievance, the immediate supervisor or his/her designee will meet with the grievant(s) and not more than two (2) Association representatives from the local Association in an effort to resolve the grievance. Within five (5) days of the discussion, the immediate supervisor or designee shall render a decision in writing, transmitting a copy of the decision to the grievant(s), the Local Association President, and the Superintendent. If no decision is rendered within five (5) days of the meeting or the decision is unsatisfactory to the grievant(s) or the Association, the grievance may be appealed at Level Three. Any Level Three appeal must be made by filing a copy of the written grievance, along with any previous responses, with the Superintendent. Any such appeal must be made within five (5) days of the Level Two meeting.

Level Three: A copy of the written grievance shall be filed with the Superintendent as specified in Level Two. Within ten (10) days after receipt of the written grievance, the Superintendent or designee shall meet with the grievant(s) and not more than two (2) Association Representatives in an effort to resolve it. Within ten (10) days of the meeting, the Superintendent or designee shall render a written decision and forward copies to the grievant(s), the Local Association President and the immediate supervisor. If no decision is rendered within ten (10) days or if the decision is unsatisfactory to the Association, the grievance may be appealed to the Board of Education by filing a copy of the written grievance, along with the decision of the Superintendent or designee, with the officer of the Board in charge of drawing up the agenda of the Board meetings, not less than ten (10) days prior to the next regularly scheduled Board meeting.

Level Four: The Association shall be given an opportunity to present a brief summary of the issue(s) involved in the grievance at the next regularly scheduled Board meeting. Such presentation shall not include testimony and/or evidence. The Board of Education shall direct a committee of the Board to schedule a meeting for the purpose of a complete hearing of the grievance within ten (10) days of the Board meeting at which the grievance is introduced. The Board committee shall hear the grievance, allowing the Association and its representative an opportunity to present the facts and arguments surrounding the alleged violation(s) of the Agreement. Within ten (10) days of the hearing, the Board committee shall render a written recommendation to the full Board for action at its next regularly scheduled meeting. The Board may hold future hearings thereon or otherwise investigate the grievance, provided, however, that in no event except with the express written consent of the Association, shall final determination of the grievance be made by the Board of Education more than thirty (30) days after the initial hearing by the Board committee. A copy of the full Board of Education action shall be forwarded in writing to the Superintendent for permanent filing, the immediate supervisor, the grievant(s) and the Local Association President.

Level Five: If the Association so desires, it may, within ten (10) days after receipt of the Board's written decision, refer the matter to mediation through the Michigan Employment Relations Commission.

D. Miscellaneous:

1. Notwithstanding the expiration of this Agreement, any claim or grievance arising may be processed through the grievance procedure until resolution.
2. Unless mutually agreed, the parties will schedule meetings involving the grievance procedure so as not to interfere with employees' work schedule.

ARTICLE XVI – DISCHARGE AND DISCIPLINE

A. Representation

An employee shall be entitled to have an Association representative attend any meeting relative to employee discipline. The employer shall provide to the Association, upon request of the employee, copies of written documentation relating to disciplinary matters.

B. Due Process

The Employer agrees to apply the established and recognized concepts of due process and progressive discipline with respect to employees who have satisfactorily fulfilled a probationary period of one school year. Disciplinary measures may include:

- A. Documented verbal warning.
- B. Documented written reprimand.
- C. Documented suspension with pay.
- D. Documented suspension without pay.
- E. Discharge.

C. Discharge

The Employer may consider discharge of non-probationary employees if the misconduct is damaging or threatening to personnel or to school infrastructure. Discharge may be considered for the following:

- 1. Dishonesty.
- 2. Drunkenness.
- 3. Recklessness.
- 4. Gross negligence.
- 5. Under the influence of intoxicating beverages or drugs while on duty.
- 6. Sexual harassment or sexual misconduct.
- 7. Intentional violent injury upon another person on duty.

Discharge must be implemented by written notice to the Association representative and employee. Employees have the right to request an investigation and appeal.

ARTICLE XVII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005 and shall continue in full force and effect through June 30, 2008 and shall be fully retroactive to the extent possible. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date.

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

SIGNATURES

**BOARD OF EDUCATION MCBAIN RURAL
AGRICULTURAL SCHOOL DISTRICT**

**MICHIGAN EDUCATION ASSOCIATION
on behalf of its MCBAIN EDUCATIONAL
SUPPORT PERSONNEL**

Chief Negotiator

Chief Negotiator

President

President

Secretary

Secretary

Team Member

Team Member

DATE _____

APPENDIX A - SALARY SCHEDULE

A. Custodial or Maintenance

The hourly rates for 2005-2006 shall be fully retroactive to July 1, 2005. .

*2% increase figured.

	<u>2005-2006</u>		<u>2006-2007</u>		<u>2007-2008</u>	
	Custodial	Maintenance	Custodial	Maintenance	Custodial	Maintenance
0-2 years	11.56	12.09	11.79	12.33	12.03	12.58
3-4 years	12.09	12.64	12.33	12.89	12.58	13.15
5-6 years	12.64	13.17	12.89	13.43	13.15	13.70
7-8 years	13.17	13.72	13.43	13.99	13.70	14.27
9+ years	13.72	14.25	13.99	14.54	14.27	14.82

Head maintenance shall receive an additional \$0.75/hour for each hour worked.

Longevity for part-time employees shall be based upon calendar years worked.

Step improvements occur for all bargaining unit members on July 1. Years of service which are equal to .5 (1/2) or greater on July 1 will be rounded up to the next whole year.

Custodians who are administratively assigned to do maintenance work shall be paid a portion of their wages at the custodial rate and a portion at the maintenance rate. Example: An employee may on a daily basis be paid for five (5) hours at the custodial rate and three (3) hours at the maintenance rate. Such determination shall take into consideration the duties of each Custodial/Maintenance employee and shall be made on an annual basis for each such employee by the employer.

B. Bus Drivers

***2% increase hourly rates/\$0.02 to longevity**

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
STEP	HOURLY RATE	HOURLY RATE	HOURLY RATE
1	13.60	13.87	14.15
2	13.92	14.20	14.48
3	14.25	14.54	14.83
4	14.57	14.86	15.16
5	14.90	15.20	15.50
6	15.44	15.75	16.07

Shuttles NMC shuttles shall leave the bus garage no later than ten (10) minutes prior to student dismissal.

Vocational Run 2005/2006 \$40.00/run; 2006/2007 \$41.00/run; 2007/2008 \$42.00/run

Extra Trips 2005/2006 \$10.60/hour; 2006/2007 \$10.80/hour; 2007/2008 \$11.00/hour

Longevity Applicable only to regular runs.

A two-hour minimum shall apply to all extra trips. No driver shall lose wages when a regular run is missed for the driver to take an extra trip. Any driver in such a circumstance shall be made whole. Regular runs shall be defined as a driver's regular a.m. and p.m. runs.

Drivers School \$7.50/hour

C. Paraprofessionals

2% increase

STEP	2005-2006	2006-2007	2007-2008
1	9.07	9.25	9.44
2-3	9.68	9.87	10.07
4-5	10.33	10.54	10.75
6-7	11.04	11.26	11.49
8-9	11.74	11.98	12.22
10	12.32	12.57	12.82

Longevity: Same longevity table used as for custodial/maintenance employees, all employees shall be held harmless.

Paraprofessionals assigned to special needs' students, as defined by administration, shall receive additional compensation of \$1.00 per hour for those hours serving the special needs students.

Paraprofessionals shall be paid at their regular hourly rate for the normal number of working hours for any change in the school calendar resulting in half days for students (originally scheduled for full days).

Longevity for all employees shall be as follows:

LONGEVITY	
SERVICE YEARS	ADDITIONAL PAY/HOUR
10-14	\$0.32/hour
15-19	\$0.57/hour
20-24	\$0.82/hour
25+	\$1.07/hour

Longevity shall apply to all hours worked. No employee hired prior to July 1, 2005 shall be harmed in the implementation of this longevity scale.