

6/30/99

4171

ARTICLE I - DURATION OF AGREEMENT

This Agreement will be effective as of June 10, 1997 and will continue in effect until June 30, 1999. 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.

MICHIGAN EDUCATION SUPPORT
PERSONNEL ASSOCIATION MEA-NEA

BOARD OF EDUCATION
WHITEFORD AGRICULTURAL SCHOOL

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Whiteford School

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ARTICLE II - RECOGNITION

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

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ARTICLE III - BOARD'S RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of Education of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, equipment, and operations.
 2. Continues its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, layoff, and determine the size of the work force.
 4. Determine the services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.
 5. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
 6. Determine the qualifications of employees, including job descriptions and the essential job functions of employees.
 7. Determine overall goals and objectives, as well as all policies affecting the educational programs.
 8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.

- 1 9. Determine the size of the management organization, its functions, authority, amount of
2 supervision and the table organization.
- 3
- 4 10. Determine all financial policies, including all accounting procedures, and all matters
5 pertinent to public relations.
- 6
- 7 11. Determine class scheduling, as well as the duties and responsibilities of other employees
8 with respect to such scheduling.
- 9

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

14
15 The listing of specific management rights in this Agreement is not intended to be, nor shall it be
16 restricting of, a waiver of any rights of management not listed and specifically surrendered
17 herein, whether or not such rights have been exercised by the Board in the past.

18 19 20 ARTICLE IV - AGENCY SHOP

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

32
33 1. The procedure in all cases of non-payment of the service fee shall be as follows:

- 34
- 35 a. The Association shall notify the bargaining unit member of non-compliance by certified
36 mail, return receipt requested. Said notice shall detail the non-compliance and shall
37 provide ten (10) days for compliance, and shall further advise the recipient that a
38 request for wage deduction may be filed with the Board in the event compliance is not
39 effected.
- 40
- 41 b. If the bargaining unit member fails to remit the service fee or authorize deduction for
42 same, the Association may request the Board to make such deduction pursuant to
43 Paragraph A above.
- 44
- 45 c. The Board, upon receipt of request for involuntary deduction, shall provide the

1 bargaining unit member with an opportunity for a due process hearing. This hearing
2 shall address the question of whether or not the bargaining unit member has remitted
3 the service fee to the Association or authorized payroll deduction of same.
4

5 d. Payroll deductions made pursuant to the procedure outlined above shall be made in
6 equal amounts as nearly as may be from the paychecks of the bargaining unit member
7 so affected.
8

9 B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S. CT . 1066 (1986), the Association has
10 established a policy regarding "Objections to Political-Ideological Expenditures -
11 Administrative Procedures". That policy, and the administrative procedures (including the
12 timetable for payment) pursuant thereto, applies only to non-members. The remedies set forth
13 in that policy shall be exclusive, and unless and until such procedures (including any
14 administrative or judicial review thereof) shall have been availed of and exhausted, no dispute,
15 claim, or complaint by such objecting bargaining unit member concerning the application and
16 interpretation of this article shall be subject to the grievance procedure set forth in this
17 Agreement.
18

19 C. Due to certain requirements established in recent court decisions, the Association represents
20 that the amount of the fee charged to non-members, along with other required information,
21 may not be available and transmitted to non-members until mid-school year (December,
22 January, or February). Consequently, the parties agree that the procedures in this article
23 relating to the payment or non-payment of the representation fee by non-members shall be
24 activated thirty (30) days following the Association's notification to non-members of the fee for
25 that given school year.
26

27 D. The Association will certify at least annually to the district fifteen (15) days prior to the date of
28 the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of
29 the first payroll deduction for service fees, the amount of said professional fees and the amount
30 of service fee to be deducted by the district, and that said service fee includes only those
31 amounts permitted by the Agreement and by law.
32

33 The parties agree to cooperatively discuss and exchange information regarding the
34 Association's service fee collection and objection procedures. The Association agrees upon
35 request from the district, to provide the district for its review a copy of the Association's
36 current "Policy and Administrative Procedures Regarding Objections to Political-Ideological
37 Expenditures" together with a copy of all materials annually distributed by the Association and
38 its affiliates to bargaining unit members who choose not to join the Association and/or to object
39 to the service fee. The Association further agrees to certify to the district that the Association
40 and its affiliates have complied with the above policies and administrative procedures prior to
41 requesting enforcement of the service fee obligation contained in this article.
42

43 E. A bargaining unit member who, because of sincerely held religious beliefs, or due to adherence
44 to teachings of a bona fide religion, body, or sect which has historically held conscientious
45 objection to joining or supporting labor organizations, shall not be required to join or maintain

1 Association membership or otherwise financially support the Association as a condition of
2 employment. However, such bargaining unit member shall be required, in lieu of periodic dues,
3 service fees, and/or initiation fees, to pay sums equal to such amounts to charitable
4 organizations. Donations shall be made to charitable organizations as mutually designated by
5 the bargaining unit member and the Association.
6

7 F. The Association shall indemnify and save the district harmless against any and all claims,
8 demands, suits, or other forms of liability which may arise out of, or by reason of, action taken
9 or not taken by the district in reliance upon information furnished to the district by the
10 Association in the course of enforcing this section. Further, the Association agrees to
11 indemnify and save the district, the Board of Education, the individual members of the Board
12 of Education, and individual administrators harmless against any and all claims, demands, costs,
13 suits, claims for attorney fees, or other forms of liability, as well as all court and/or
14 administrative agency costs that may arise out of, or by reason of, action by the district or its
15 agents for the purposes of complying with the Association's security provisions of this
16 Agreement.
17

18 G. Employees who authorize payroll deduction for Association dues or service fees will have the
19 authorized sum deducted in seven (7) equal installments beginning with the first pay of October
20 and proceeding with November, December, February, March, April and May and remitted to
21 the Association on the second payroll date.
22

23 Employees who need to make-up Association dues or service fees due to partial or no wage
24 compensation will have their Association dues or service fees recalculated for the balance of
25 the school year and paid through payroll deduction accordingly.
26

27 It is the responsibility of the MESPA-Whiteford Association to inform the school district
28 business manager, in writing, sometime between December 15 and December 31 of each year
29 that dues or service fees are not to be deducted the month of January and will resume in
30 February as described above.
31

32 ARTICLE V - WORKING HOURS

33
34
35 A. Custodial/maintenance personnel will be employed twelve (12) months of the year
36 except that part-time custodians will be scheduled according to the needs of the
37 district. Bus drivers will be scheduled not less than the number of instructional days
38 each school year. All food service personnel will be scheduled to work seven (7) days,
39 at their normal hours, in addition to days when lunches are served.
40

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

- 1 C. Paid rest break shall be scheduled as follows:
2
3 Custodial/maintenance: (2) 15 minute breaks per shift
4 Food service: (1) 15 minute break during any shift which exceeds 3 hours
5
- 6 D. Custodial/maintenance personnel shall be entitled to one-half hour unpaid lunch break
7 during each shift.
8
- 9 E. The school year will consist of the number of days of instruction as determined by the
10 Board of Education. Scheduled days of student instruction which are not held because
11 of conditions not within the control of school authorities such as inclement weather,
12 fires, epidemics, mechanical breakdowns, or health conditions as defined by the city,
13 county, or state health authorities, shall be rescheduled to insure that there are the
14 minimum number of days of actual student instruction as required by law.
15
- 16 Custodial and maintenance employees are expected to report to work as scheduled by
17 their supervisor. Employees will receive their regular wages.
18
- 19 Food service personnel will receive their regular pay for days which are canceled, but
20 shall work on any rescheduled days with no additional compensation. Food service
21 employees may be called in to work. If called in to work, food service employees will
22 be paid their regular hourly rate for the hours worked.
23
- 24 Bus drivers will receive their regular pay for days which are canceled but shall work on
25 any rescheduled days with no additional compensation.
26
- 27 Attendance at the annual opening bus drivers meeting is mandatory, unless approval is obtained
28 from supervisor and/or superintendent. Bus drivers will be compensated for attendance at this
29 meeting per Article XVI, Sec. E (special inservice programs).
30
- 31 F. An accurate record of each employee's actual working hours shall be maintained. Each
32 payroll check shall reflect those hours. Full-time bus drivers on regular routes will be
33 credited with three (3) hours per day. All special routes which operate on an hourly
34 basis will reflect actual hours worked.

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3 **ARTICLE VI - HOLIDAYS**

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

6 Labor Day New Year's Eve Martin Luther King Jr. Day**
7 Thanksgiving New Year's Day
8 Day After Thanksgiving Presidents' Day
9 Christmas Eve Good Friday
10 Christmas Day Memorial Day
11 Day After Christmas July 4 (Custodial/ Maintenance)

12
13 **Only if observed as part of school calendar.

14
15 Should Presidents' Day be omitted from the school calendar, it will be replaced with a
16 new holiday: Day after New Years Day.

17
18 Should Martin Luther King Jr. Day be omitted from the school calendar, it will be
19 replaced with a new holiday: Monday after Easter Sunday.

20
21 Other employees shall be entitled to the following paid holidays:

22
23 Thanksgiving Good Friday Martin Luther King Jr. Day**
24 Day After Thanksgiving Memorial Day
25 Christmas Day
26 Presidents' Day Labor Day*

27
28
29 *When school is in session prior to the Labor Day weekend.

30 **Only if observed as part of school calendar.

31
32 Should Presidents' Day be omitted from the school calendar, it will be replaced with a new
33 holiday: Day after New Years Day.

34
35 Should Martin Luther King Jr. Day be omitted from the school calendar, it will be replaced
36 with a new holiday: Monday after Easter Sunday.

37
38 B. Employee must work the day before and day after a holiday to receive holiday pay, unless
39 approval is obtained from supervisor and/or superintendent.

1 ARTICLE VII - VACATION

2
3 A. Custodial/maintenance personnel working at least thirty-five (35) hours per week will
4 be entitled to vacation pay as follows:

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

10
11 All employees' vacation days are capped at twenty (20) with the exception of Amanda
12 Maldonado who is grandpersoned to receive one (1) additional day of annual vacation
13 for each year of service over fifteen (15) years.

14
15 Except with the approval of the superintendent, vacation will be scheduled after the
16 employee's annual anniversary of employment.

17
18 No vacation days will be scheduled without the approval of the supervisor or
19 superintendent three days in advance.

20
21 ARTICLE VIII - PAID LEAVES

22
23
24 A. Sick leave: Employees hired prior to 7-1-1986

25
26 Custodial/maintenance 13 days per year
27 Food service 6 days per year
28 Bus drivers 6 days per year

29
30 1. Employees hired after 7-1-1986

31
32 Any new employee in custodial/maintenance working thirty-five (35)
33 hours or more per week will earn one sick day per month and if they
34 have perfect attendance they will be awarded a bonus day, or thirteen
35 (13) for the year. New cooks, custodians working less than thirty-five
36 (35) hours per week and bus drivers will earn one half (1/2) day per
37 month with one (1) day bonus for perfect attendance.

38
39 2. New employees will receive two (2) days sick leave advance during their probationary
40 period. These days do not increase the employee's maximum yearly sick day
41 allotment.

42
43 B. Unused sick leave shall accumulate from year to year. This accumulation will be without limit
44 Employees will receive in writing an accounting of their sick leave during the months of
45 September and February.

- 1 C. Leave for family illness shall be limited to five days per year. This leave will not be
2 charged to the employee's sick leave account. Family shall be defined as spouse, child,
3 sibling, parent, parent-in-law or grandparent of the employee.
4
- 5 D. Up to three days per year shall be available to each employee in order to conduct
6 personal business which cannot be conducted outside the regular working hours. Such
7 leave shall not be used for seeking other employment, rendering service or working
8 either with or without remuneration for themselves or for anyone else, for hunting, for
9 fishing, or other vacation or recreational activities. It is further understood such leave
10 shall not be granted for the first day or the last day of the school year nor on the
11 working day immediately preceding or following a vacation period, school break,
12 unpaid leave of absence, or holiday. Such days will be added to sick leave
13 accumulation. No less than one half (1/2) personal business day may be used at any
14 one time. An employee planning to use a personal leave day(s) will notify his/her
15 supervisor seventy-two (72) hours in advance except in cases of emergency.
16
- 17 E. Bereavement leave will be granted, limited to four days per year in the event of a death
18 in the immediate family of the employee. Immediate family will be defined as spouse,
19 child, parents, siblings, parents-in-law, brother-in-law, sister-in-law, grandparents, and
20 grandchildren. The Board may require proof of relationship. This leave will not be
21 charged to the employee's sick leave account.
22
- 23 F. Attendance at an academic ceremony in which the employee is awarded a degree, or
24 attendance at college graduation of a spouse or child of the employee shall be limited to
25 one day per year. When the high school graduation ceremony of an employee's child
26 is scheduled during the employee's working hours, the employee will be granted one-
27 half day paid leave.
28
- 29 G. Court witness: Court appearance as a witness except when the preceding is concerned
30 with the commission of a circuit court misdemeanor or felony for which the employee
31 is finally adjudged to be guilty in a court of competent jurisdiction, or when a question
32 of subornation arises. Employee will be paid while serving on jury duty with the jury
33 stipend returned to the district.
34
35

ARTICLE IX - UNPAID LEAVES

- 36
37
38 A. At the employee's request, the Board of Education may approve an unpaid leave of
39 absence for periods of up to sixty days. Extensions of such leaves may be considered.

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3 ARTICLE X - SENIORITY

- 4 A. Seniority shall be defined as the length of service in the district since the last date of
5 hire.
- 6 B. Classification seniority shall be defined as the total length of service within a
7 classification (bus driver, special bus education aide, food service,
8 custodial/maintenance).
- 9
- 10 C. Seniority is lost when an employee is terminated for cause, quits, or retires.
- 11
- 12 D. Seniority shall not be lost when an employee is on an unpaid leave of absence or on
13 layoff. However, during such periods seniority shall be frozen and shall not continue to
14 accrue, except during a leave of absence for personal or family illness (1 year
15 maximum).
- 16
- 17 E. Classification seniority shall be one and the same for the positions of regular bus driver
18 and special education bus aide if the individual was initially a regular bus driver and
19 transferred to a special education bus aide. In this instance the individual will have a
20 single seniority classification; regular bus driver/special education bus aide. No other
21 classifications in the unit will have this "dual" accumulated seniority (i.e., when an
22 individual transfers from one classification to another seniority will be frozen in the
23 initial classification and begin accruing in the new job classification.) This provision
24 does not apply to an individual who was initially a special education bus aide and
25 transfers to a bus driver.
- 26
- 27 F. The Board shall maintain a seniority list with each employee ranked in order of
28 seniority. Classification(s) seniority held by each employee shall be noted attendant to
29 the employee's name. Said list shall be updated periodically and published. Errors
30 which may be noted shall be communicated to the superintendent for correction.
- 31
32

33 ARTICLE XI - LAYOFFS

- 34
- 35 A. In the event the Board determines that layoffs are necessary within a classification, the
36 employee with the least classification seniority from within that classification shall be
37 laid off.
- 38
- 39 B. No employee will be laid off without at least two weeks written notice.
- 40
- 41 C. Employees on layoff shall be recalled to vacancies in classifications within which they
42 hold classification seniority in order of greatest classification seniority.

- 1 D. In the event a vacancy occurs within a classification from which no employee is on
2 layoff, employees on layoff from other classifications shall have the right of first refusal
3 for that vacancy. Any employee recalled to work in another classification who cannot
4 demonstrate the ability to perform the work during a twenty (20) workday trial period
5 shall be returned to the layoff list.
6
- 7 E. Employees who are recalled to vacancies within their classification and either refuse the
8 job or fail to become available within two weeks of receiving official notification of
9 recall shall be considered to have voluntarily quit.
10
- 11 F. Laid off employees shall have first right of refusal to perform any substitute work
12 available within their classification.
13
14

15 ARTICLE XII - VACANCIES

16

- 17 A. The Board of Education will set the qualifications for vacancies which occur. All
18 school district vacancies will be posted. Prior to filling of a vacancy via laid off
19 personnel or new hires, the Board will give preference, if equally qualified, to active
20 employees who apply in order of greatest classification seniority. The president of the
21 union will be notified of all vacancies.
22
23

24 ARTICLE XIII - BUS DRIVER ASSIGNMENTS

25

- 26 A. Special Program (e.g. Special Education) routes shall be available for bid on the basis
27 of greatest classification seniority annually. All other regular routes shall be assigned
28 according to location of the driver's residence in relation to the schools.
29
- 30 B. Busses shall be assigned in classification seniority order unless vehicle condition or
31 mileage dictates an exception. Drivers will be expected to park assigned vehicles at
32 their residence.
33
- 34 C. Regular drivers are asked to volunteer to substitute on special education and coop
35 runs. The driver must accept the entire assignment.
36
- 37 D. Transfer route assignments are made according to the proximity of the driver's
38 residence to the destination site. In the event that two or more drivers live within two
39 (2) miles of the destination site, the assignment will be made in classification seniority
40 order.
41
- 42 E. Field trips and activity trips are assigned to regular drivers who want additional
43 employment. In the initial drivers' meeting of the school year, drivers shall indicate
44 their willingness to accept these trips. Field trips are those generally assigned before or
45 after school hours and transport more than fifteen (15) students. Drivers who indicate

1 willingness to accept these trips shall be assigned in rotation by classification seniority
2 order. The rotation list will be posted. Substitute drivers are not assigned to field trips
3 or activity trips unless no regular driver is available for that duty.
4

5 This article does not prevent Whiteford Schools or booster organizations from securing
6 a commercial carrier or private vehicle to transport students on special occasions.
7

8 F. Any driver so assigned to a field and/or activity trip may notify the employer that
9 he/she wishes to waive compensation for the assignment.

10
11 G. Reimbursed Expenses:

12
13 1. Food allowance on extra trips

14
15 Allowance for meals (food) on an extra trip will be limited to those trips
16 where the driver is "on the job" in excess of six (6) hours or under
17 circumstances where the normal time for a meal, such as lunch (noon) or
18 dinner (6:00 p.m.) / excluding athletic trips) occurs more than two (2) hours
19 past such mealtime. If a trip calls for the bus to stop to allow passengers to
20 eat, the driver would be reimbursed a food allowance even if it is under the
21 six hour maximum. Drivers who choose to buy "in-between meal snacks"
22 will do so at their expense.
23

24 2. Parking fees

25 3. Fuel purchased on road

26 4. Road service purchased

27 5. Extra bus clean-up work with approval of superintendent
28

29 H. If the Whiteford School District should convert a bus to a building trades vehicle, said
30 vehicle will be considered a traveling classroom and does not come under the
31 jurisdiction of the contract. This vehicle may not be used for transporting any other
32 class.
33

34 I. Departure time for the lead bus (or busses) from the high school parking lot shall be no
35 earlier than five (5) minutes following the dismissal bell signifying the end of the high
36 school day. (The five minute bus dismissal time will be determined by the wristwatch
37 of the lead bus driver(s). The lead driver(s) wristwatch will be coordinated with the
38 master clock located in the high school office.)
39

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

1 However, at all day events, (defined as those lasting six (6) hours or longer) and in
2 which the group involved has no scheduled meal arrangements that the driver would be
3 eligible to attend, the driver may then leave the premises for a period of time not to
4 exceed one (1) hour to obtain a meal. The driver will be limited to leaving only once
5 during the entire day unless the event exceeds twelve (12) hours, in which case two (2)
6 meal periods each not to exceed one (1) hour in length will be allowed.
7

8 Before leaving the premises to obtain a meal, the driver is required to seek out and
9 inform the school personnel in charge (teacher, coach, advisor, etc.) that they are
10 leaving to obtain a meal and the restaurant they can be located at (when possible)
11 should it be necessary to make immediate contact with the driver.
12

13 At outside events (such as baseball, softball, or track tournaments) the bus must remain
14 on the premises to provide possible shelter from potential adverse weather conditions.
15 In such cases, the driver will need to make other transportation arrangements to a
16 restaurant or for on site meal(s).
17

18 ARTICLE XIV - EMPLOYEE AND UNION RIGHTS

- 19
- 20
- 21 A. The Association has the right to have a representative present at the adjustment of a
22 grievance submitted by an individual employee.
23
- 24 B. The Association may use school buildings for meetings under the same conditions
25 applying to other community groups.
26
- 27 C. The Association shall be granted up to eight (8) days to be used by officers or agents of
28 the Association to attend local, county, state and national meetings of MESPA and its
29 affiliates provided the supervisor is notified five (5) work days in advance. The
30 Association shall reimburse the Board for wages of substitutes contracted under this
31 Article.
32
- 33 D. School equipment and supplies may be used on the premises by the Association.
34 Unless rental arrangements are made, the Association will not use school equipment or
35 supplies for preparing, supporting or carrying on collective bargaining activities.
36 Employee area bulletin boards and mailboxes may be used by the Association for
37 posting and distributing materials. The Association will be responsible for all materials
38 so posted or distributed.
39
- 40 E. The Board acknowledges the Association's right of access to the public records of the
41 district including those dealing with financial resources and budgeted expenditures and
42 will provide the Association with copies of these materials in response to reasonable
43 requests.
44
- 45 F. Within thirty (30) days of ratification the Board will provide the Association with forty-
46 five (45) copies of this agreement for distribution to its members. The Board

1 acknowledges the Association's rights to recite the provisions of this agreement to its
2 members as well as the other rights of employees set forth in the statutes of the State of
3 Michigan and of the United States.

4
5 G. If the employee agrees, the Board will furnish the Association with copies of its official
6 resolutions which are concerned with the discipline, demotion, or discharge of an
7 employee.

8
9 H. Certain rights and responsibilities of employees are prescribed by the laws and
10 Constitution of the State of Michigan. The basic rights of all citizens are guaranteed by
11 the Constitution and Bill of Rights of the United States. The Board will not deprive
12 any employee of such rights.

13
14 I. Employees exercising reasonable care with respect to the safety of pupils and property
15 will not be held by the Board to be individually liable except for unlawful acts.

16
17 J. When an employee is to be reprimanded, warned or disciplined of an infraction of this
18 Agreement, the employee is entitled to arrange for a representative of the Association
19 to be present. Before any action is taken, two days will be granted to the employee to
20 make arrangements for representation under this provision of the agreement prior to
21 the action being taken.

22
23 K. No employee will be disciplined or discharged without just cause. Discipline, when
24 necessary, will be applied accordingly to a progressive scale of severity as follows:
25 verbal warning, written warning, reprimand, temporary suspension without pay,
26 discharge. The Board and the Association recognizes that certain acts are so offensive
27 that severe discipline up to and including discharge may be warranted. In the event the
28 safety or welfare of the students is judged to be in possible jeopardy, the district may
29 immediately suspend the employee and remove the employee from the premises
30 pending an investigation. If the employee is later found to be misjudged, he/she will be
31 reinstated with any appropriate lost compensation.

32
33 L. After initial employment no materials will be placed in the employee's personnel file
34 unless the employee has had opportunity to review the material and receive copies.
35 Employees who take exception to materials contained in their personnel file may
36 submit written statements which will be attached to the questioned material. Materials
37 found to be in error will be corrected. If the employee is asked to sign material placed
38 in the personnel file, such signature will indicate only the employee's awareness of the
39 material and will not be interpreted to mean agreement with the content of the material.

40
41 M. When a record of unsatisfactory work or behavior is to be filed, the employee will be
42 furnished with:

- 43
44 1. A written statement enumerating the weaknesses observed.
45
46 2. Clear and concise suggestions for correction or improvement of these weaknesses.

1 3. Administration assistance and advice to help effect improvement.

2
3 4. A clearly defined period of time in which improvement is to be expected.

4
5 N. When a pupil on school premises damages or destroys the personal property of an
6 employee on duty, the Board will reimburse the employee for any sum related to the
7 loss which is not covered by insurance policies of the employee or the district up to a
8 maximum of \$100.00.

9
10 O. Proper equipment and supplies will be provided to carry out any work assignment.
11 Employees shall not be expected to carry out work which endangers their health or
12 safety.

13
14 P. Maintenance employees will submit a list of personally owned tools which may be used
15 on the job. The supervisor will scratch from the list any tool which he/she will not
16 approve being used on the job. In the event a maintenance employee finds a need to
17 use a personal tool not on the approved list, he/she must seek approval from the
18 supervisor prior to such use; for the tool to be covered by the tool allowance.

19
20 Q. Any full-time contracted maintenance personnel who are currently a member of the
21 bargaining unit will not be displaced by the Board subcontracting their
22 positions/responsibilities.

23
24
25 ARTICLE XV - GRIEVANCE PROCEDURE
26 AND ARBITRATION

27
28 A. Grievance Procedure:

29
30 1. When an employee, group of employees or the Association believes
31 that there has been a violation, misinterpretation or misapplication of
32 any provision of this agreement, a written grievance may be filed with
33 the supervisor.

34
35 2. The employee, group of employees, or the Association will discuss the
36 matter with the supervisor during non-working hours, to attempt to
37 resolve it informally. The Association representative will also be
38 present, if requested.

39
40 3. If the matter is not satisfactorily resolved, the following procedure will
41 be followed:

42
43 a. A statement of the facts upon which the grievance is based.

44
45 b. A reference to the articles or sections of this contract which have
46 allegedly been violated.

- 1 c. A statement of the relief requested.
- 2
- 3 d. The supervisor shall submit an answer within five (5)
- 4 working days in writing. One copy of this decision will
- 5 go to the grievant, one copy to the Association
- 6 representative, and one copy to the Association.
- 7

8 Level Two: Within ten (10) work days after reviewing the decision of

9 the supervisor, the grievance may be appealed to the superintendent of

10 schools. The appeal will be in writing, specify the article and section of

11 the agreement allegedly violated and will contain the reason for the

12 appeal, including a copy of the supervisor's decision.

13

14 Within three (3) work days after receipt of the appeal, the

15 superintendent will investigate the grievance, give the aggrieved

16 employee and the Association representative a reasonable opportunity

17 to be heard, and render his/her decision in writing. A copy of the

18 decision will be delivered to the employee involved, the Association

19 representative, the Association and the supervisor.

20

21 Level Three: Within ten (10) work days after receiving the decision of

22 the superintendent, any appeal may be delivered to the secretary of the

23 Board of Education. The appeal will be in writing and contain the

24 reason for the appeal and copies of the supervisor's decision and the

25 superintendent's decision.

26

27 The appeal will be heard at the next regularly scheduled board meeting.

28 The Board or its designated representative will investigate the

29 grievance and give the aggrieved employee and the Association a

30 reasonable opportunity to be heard. The Board will render its decision

31 in writing within ten (10) days after holding a hearing on the appeal. A

32 copy of the board's decision will be delivered to the employee involved,

33 the Association representative, the Association, the supervisor and the

34 school superintendent.

35

36 B. Arbitration:

37

- 38 1. Any grievance which is not resolved through the procedures prescribed in
- 39 Paragraph A may be submitted to arbitration provided that a notification of
- 40 intent to arbitrate is provided to the Board of Education not later than thirty
- 41 (30) days from the receipt of the written response at Level Three.
- 42
- 43 2. Arbitration will be before an impartial arbitrator selected by the parties. If the
- 44 parties cannot agree on an arbitrator, one will be selected by the American
- 45 Arbitration Association in accord with its rules, which will likewise govern the
- 46 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.
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.

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>7-1-96</u>	<u>7-1-97</u>	<u>7-1-98</u>
1. Custodial/Maintenance			
Maintenance	13.28	13.61	13.95
Custodians	10.97	11.24	11.52
Part-time labor	8.73	8.95	9.17

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2.	Food Service			
	Head Cook	8.59	8.80	9.02
	Asst. Cook	7.44	7.63	7.82
	Kitchen Aide	7.33	7.51	7.70
	Cashier	7.21	7.39	7.57

3. Bus Drivers

a.	Regular Routes (daily AM & PM)	28.07	28.77	29.49
	Half day rate	14.04	14.39	14.75

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

		.35	.35	.35
b.	Transfer rate per mile	.45	.45	.45
c.	Special program routes:	11.81	12.11	12.41
d.	Extra trip rates			
	School days, two hour minimum	17.16	17.59	18.03
	Additional hour	6.67	6.84	7.01
	Non-school days, two hour minimum	17.16	17.59	18.03
	Additional hours	6.95	7.12	7.30

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	8.20	8.41	8.62
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1 When considering applications for new hires, the board may in its
2 discretion, give credit for past experience, training and skill, and place a
3 new hire into any bracket in the progression schedule. Thereafter
4 employees shall be promoted each six (6) months until reaching the top
5 rate for the classification.
6

7 The superintendent and the driver of the special education route will
8 meet periodically to review the need for an aide on the special
9 education bus.
10

11 **B. Overtime**
12

- 13 1. Employees assigned to work which exceeds forty (40) hours
14 per week shall be paid at time and one-half. Paid vacations or
15 sick leave time will be considered working hours for overtime
16 purposes.
17
- 18 2. An employee who begins an assignment which later in the day
19 requires overtime will be given the first opportunity to work at
20 overtime.
21
- 22 3. Employees who are assigned to work on Saturday or Sunday
23 to service activities of non-school groups will be paid time and
24 one half whether or not forty (40) hours have been previously
25 worked during that week.
26

27 Employees who are assigned to work on Saturdays to service
28 school activities will be paid time and one-half if a paid
29 holiday occurred during the preceding five days. The overtime
30 based on seniority, will be assigned from a rotating list.
31

32 When only one employee is assigned to work a Saturday night
33 special event that requires "lock-up" after 9:00 p.m., he/she
34 shall have the option of equally sharing his/her
35 duties/hours/wages with a second employee. It is understood
36 that the district will only reimburse wages based on the total
37 hours initially assigned the individual employee for the event.
38

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

1 Should the initial employee assigned the Saturday night duty
2 request the "sharing option" and no other employee agree then
3 the "initial" employee assigned the duty must choose to either
4 work alone or pass on the assignment.
5

6 It is agreed that this "sharing option" language only applies to
7 Saturday night duty with a "lock-up" time of 9:00 p.m. or later
8 and that there will be no attempt to expand its application into
9 other areas of the contract.
10

11 4. When an employee is required to work on a holiday, he/she will
12 be paid at two and one-half times the normal rate.
13

14 C. An employee who substitutes for another employee at a higher rate and
15 does not work his/her own job will be paid at the higher rate.
16

17 D. An employee who is called to work for emergency duty outside his/her
18 regular hours will receive minimum compensation of one hour's
19 wages.
20

21 E. To be eligible to operate a school bus, all drivers must meet the current
22 commercial driver license (CDL) requirements and standards as
23 outlined in Public Act 187 of 1990 (enrolled SB 534). Drivers will also
24 be required to meet any and all new or additional changes in state or
25 federal laws relating to eligibility to operate a school bus. The school
26 district will pay the tuition for these classes. The school district will
27 reimburse the driver for attendance at the minimum wage rate per hour.
28 The school district will provide transportation to and from the classes
29 or will reimburse the driver for mileage. No payment will be made if
30 the driver fails to complete the training program or accept assignment
31 as a driver.
32

33 For drivers attending special in-service programs, the district will
34 reimburse the drivers by taking the regular route rate and dividing it by
35 three (3). This will give the rate of pay per hour for in-service
36 programs.
37

38 F. Initial/yearly physical examinations are required for bus drivers. The
39 cost of these exams will be reimbursed by the district. Subsequent
40 examinations may be by a physician designated by the school district
41 at the expense of the district. Drivers who prefer may have the
42 examination by a personal physician at their own expense. The Board
43 will reimburse the driver a sum up to the amount of the fee charged by
44 the Board's physician.

1 G. Licensing: The district will reimburse the driver for the costs in
2 addition to the chauffeur licensing fee. Reimbursement would include
3 required commercial driver's license endorsements.
4

5 H. Major Medical Insurance: Full-time employees become eligible to
6 participate in board paid major medical insurance (MESSA Full Family
7 Super Care I) after thirty (30) working days from initial employment.
8 Full-time employees are defined as those normally working thirty-five
9 (35) hours per week in one position and shall receive fully paid health
10 insurance for the days they work. The Board will pay a pro-rated
11 premium for major medical insurance for employees who normally
12 work at least thirty (30) hour per week.
13

14 The Board of Education will reimburse each full-time employee that
15 has full family or self/spouse coverage the annual \$100.00 deductible
16 and each full-time employee that has single coverage the annual \$50.00
17 deductible, for each year of the contract. Employees who have a board
18 paid pro-rated premium for major medical insurance will have their
19 deductible reimbursed at a corresponding pro-rated amount. Said
20 deductible will be included in a regular payroll check no later than the
21 second (2nd) pay period in October of each year.
22

23 The Board will make major medical insurance program available to
24 those part-time employees who wish to purchase it at their own
25 expense. It is the employee's responsibility to complete the appropriate
26 application forms and return them to the superintendent's office.
27

28 I. The Board will provide full-time employees with full family dental
29 insurance. Full-time employees shall be defined as those who normally
30 work forty (40) hours per week.
31

32 The Board will pay a pro-rated premium for the family dental insurance
33 for those employees who normally work at least thirty (30) hours per
34 week.
35

36 J. The Board will provide fifteen thousand (\$15,000) dollars of term life
37 insurance for each full-time employee, the head cook, and each full-
38 time bus driver. All other employees covered by this contract who
39 work fifteen (15) hours a week or more shall receive ten thousand
40 (\$10,000.00) dollars worth of term life insurance. No employee will
41 receive more than fifteen thousand (\$15,000.00) dollars of term life
42 insurance under this provision.
43

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

1 L. Full-time employees retiring at age sixty-five (65) or with at least ten
2 years of service with Whiteford Schools, shall be compensated for
3 accumulated sick leave days 1 - 100 at twenty-five (\$25.00) dollars per
4 day.

5
6 Employees who work more than twenty (20) hours per week but less
7 than forty (40) will be compensated for unused sick leave days 1 - 100
8 at twenty-three dollars (\$23.00) dollars per day.

9
10 Employees who work less than twenty (20) hours per week shall be
11 compensated for unused sick leave days as follows:

12
13 A sum equal to one-half the value of the accumulated unused sick leave
14 up to 100 days. In the event of the death of a member in service or of
15 a former member receiving terminal reimbursement payments, the
16 beneficiary or estate of the member may elect one of the following
17 options:

- 18
19 1. In monthly installments of \$100
20
21 2. In a lump sum which will be issued within thirty (30) days of
22 the member's death
23

24 M. The Board of Education will provide \$15.00 per month to each full-
25 time employee for optional insurance benefits.

26
27 N. Any staff member who in the line of duty sustains injury requiring
28 absence from work which qualifies for payment under the Worker's
29 Compensation Act will be paid during the period of such disability the
30 difference between his/her regular salary and the amount received as
31 payment under the Worker's Compensation Insurance Program for as
32 long as the staff member has illness/injury leave days accumulated. The
33 staff member's illness/injury leave shall be reduced by one-quarter (1/4)
34 day for each full day absent from work during such disability period.
35 Upon expiration of the employee's accumulated illness/injury leave, the
36 board will furnish only medical, surgical, and hospital care benefits as
37 provided by the Worker's Compensation Insurance.
38
39

40 ARTICLE XVII - MISCELLANEOUS
41

42 A. Nothing in this contract shall prevent the Board of Education from complying with the
43 requirements mandated under the provisions of the Americans With Disabilities Act.
44

45 B. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been
46 employed at least twelve (12) months and worked at least 1,250 hours during the prior

1 twelve-month (12) period is entitled to twelve (12) work weeks of leave during any
2 twelve-month (12) period without pay but with group health insurance coverage
3 maintained for one or more of the following reasons:
4

- 5 (a) due to the birth of the employee's child in order to care for the child;
6
7 (b) due to the placement of a child with the employee for adoption or
8 foster care;
9
10 (c) to care for the employee's spouse, child, or parent who has a serious
11 health condition; or
12
13 (d) due to a serious health condition that renders the employee incapable of
14 performing the functions of his or her job.
15

16 A "serious health condition" is defined by the law as an illness, injury, impairment, or
17 physical or mental condition that involves (1) inpatient care in a hospital, hospice or
18 residential medical care facility or (2) continuing treatment by a health care provider.
19 Other mandated conditions of the Family and Medical Leave Act shall apply to leaves
20 in this section.
21

22 C. Omnibus Transportation Employee Testing Act
23

24 All bus drivers shall be required to submit to and pass all physical examinations required
25 by state or federal laws, including drug and alcohol testing required pursuant to the
26 Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 (the "Act"), and its
27 implementing regulations. The Board will develop and implement a written testing policy
28 in accordance with the standards and criteria contained in the implementing regulations of
29 the Act.
30

31 The district will provide, upon request, a copy of its policies and administrative
32 procedures relating to the Act. The district will also in-service drivers annually on drug
33 and alcohol testing. All such in-service shall be considered working time. The district will
34 reimburse the driver by taking the regular route rate and dividing it by three. This will
35 give the rate of pay per hour for in-service.
36

37 Drivers undergoing testing as required by the Act will be paid \$5.00 per hour for actual
38 time of testing and travel to and from the testing site provided they are not otherwise
39 scheduled to work for the district during the testing time.
40

41 If drug testing occurs during the time a driver is scheduled to perform other work for the
42 district, the driver will not receive the \$5.00 per hour rate and will receive only the rate of
43 pay for the other employment with the district. If a driver is detained at the test site and as
44 a result misses his/her normal run or assigned field trip, the district will compensate the
45 driver his/her regular or field trip rate of pay, but the driver will not receive the \$5.00 per
46 hour compensation during the testing time.

1 All bus drivers will notify the district of the use of any prescription medication taken
2 pursuant to doctor's orders, that will affect their ability to safely operate a school bus.
3

4 All bus drivers shall not report to duty while using any prescribed medication except when
5 advised by their doctor that such use does not affect their ability to operate a school bus.
6

7 If a bus driver is randomly selected for testing, under the Act, and the driver has to report
8 to other employment, the district will notify, if requested by the driver, the other
9 employment of the driver's required testing under the Act.
10

11 All bus drivers are expected to comply with the Act. Following a determination that a
12 driver violated the Act, the driver shall be subject to termination.
13

14 AUTHORIZATION

15
16
17 This agreement is authorized by the Public Employment Relations Act (Act 336 of 1947), as amended
18 by Act 379 of the Michigan Public Acts of 1965.

