

# **MASTER AGREEMENT**

between the

**Arenac-Eastern Board of Education**

and the

**Arenac-Eastern Educational Support  
Personnel Association/MEA-NEA**

**2006 – 2009**

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## ARTICLE I. RECOGNITION AND AGREEMENT

- A. This Agreement entered into this 1st day of July, 2006 by and between the Board of Education of Arenac-Eastern Schools, hereinafter called the "District", and the Arenac-Eastern Educational Support Personnel Association/MEA-NEA, hereinafter called the "Union".
- B. The District recognizes the Union as the sole bargaining representative for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for the term of this Agreement for the following personnel:
- All full-time and part-time Bus Drivers, Custodians, Playground Aides, Paraprofessionals, and Food Service personnel only.
- C. The Board agrees not to negotiate with or recognize any organization other than the Union for the duration of this Agreement.
- D. The parties, having reached certain understandings, hereby agree as follows.

**NOTE: IT IS AGREED BY THE PARTIES THAT ALL REFERENCES TO FOOD SERVICE POSITIONS SHALL BE INOPERATIVE DURING THE LIFE OF THIS AGREEMENT "IF PRIVATIZED OR OUT SOURCED". THE PARTIES AGREE TO REEVALUATE THE FOOD SERVICE LANGUAGE AT THE EXPIRATION OF THIS AGREEMENT.**

## ARTICLE II. BOARD RIGHTS CLAUSE

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the professional and occupational activities of its employees;
  2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
  3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  4. To determine workloads, hours of employment and the duties, responsibilities and assignment of employees covered by and subject to the terms of this Agreement.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### **ARTICLE III. UNION ACTIVITIES**

- A. The District agrees to provide access to all public information retained by the Administration in compliance with the provisions of the Michigan Freedom of Information Act of 1976.
- B. The Union shall have the right to use school buildings in compliance with established Board of Education policy regarding public use of such facilities, provided it does not interfere with the employee's normal work.
- C. The Union may hold meetings on school premises and Union representatives may be present at such meetings during school hours provided:
  - 1. There is no interruption with the employee's normal work or with the school's daily operation.
  - 2. No Union organizing activities shall take place during the school day.
- D. A meeting place in the cafeteria shall be maintained for employee use in compliance with school policy. A bulletin board shall be made available to the Union.
- E. Emergency phone calls and messages shall be delivered to the employee as soon as possible. Facilities for use of the telephone by employees will be available for reasonable use. Use of school telephones shall not interfere with normal work schedules or school functions.
- F. Bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to employment.

### **ARTICLE IV. PERSONNEL RECORDS**

- A. No material originating after the initial employment shall be placed in an employee's personnel record unless he/she has had an opportunity to review and sign the material. The employee may submit a written notation regarding any material and the same shall be attached to the material in question. If the employee believes that material placed or to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown through the Grievance Procedure (Article X).
- B. All employees shall have the right to review the contents of their personnel files. The employee may, at his/her request have a Union representative present at such review. If requested, pursuant to a formal grievance, the district shall provide, without cost, a copy of the contents of the personnel file. Responsibility for arranging for Union representation rests solely with the employee.
- C. Administration shall provide each employee with an accounting of his/her accumulated sick leave, vacation time, and personal leave (for those eligible employees), on their pay stubs.

### **ARTICLE V. GENERAL PROVISIONS**

- A. If any provision of this Agreement shall be found contrary to law, then such provisions shall be deemed null and void, but all other provisions shall continue in full force and effect;

furthermore, the provision of such law shall supersede to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

- B. Full-time school year Paraprofessionals, full-time school year Cooks, and full-time and part-time Bus Drivers, will complete the state minimum student instruction days which will include makeup days, if necessary, to get State Aid reimbursement due to Act of God, etc. Twelve-month employees will work on inclement weather days unless notified by his/her immediate supervisor.
- C. Complaints against an employee will be promptly brought to the employee's attention. However, the Employer is not obligated to inform the employee about frivolous complaints. Disciplinary action will not be taken on any complaint unless the employee has been given an opportunity for Union representation, provided no discipline is delayed more than forty eight (48) hours, except in cases where the seriousness of this offense merits immediate discipline. Each employee shall be entitled to due process. After satisfactorily completing the probationary period no employee shall be disciplined or discharged without just cause. During the probationary period the employer may discharge at their discretion.
- D. In the event the Board decides to subcontract any portion of the busing, food service or teacher aide operation, it shall notify the Union prior to such decision and afford the Union an opportunity to discuss the ramification of such contracting on the bargaining unit. Subcontracting shall not be used to undermine the Union.
- E. Any case of assault on an employee shall be promptly reported to the Administration who shall make arrangements for notifying local police authorities if the employee wishes to press charges.
- F. The District agrees to provide the Union with one (1) copy of the Agreement for each current employee, plus six (6) additional copies for the Union. The District will provide one (1) copy of the Agreement to each newly-hired employee. The party agreeing to edit this and all successor contracts shall also provide to the other party, without charge, a copy of the contract on floppy disk or provide same through an Email attachment.
- G. If any action is brought against an employee by reason of proper performance of job responsibilities, the District will provide assistance, which may include legal assistance to the employee in his/her defense.

#### **ARTICLE VI. JOINT ADMINISTRATION AND UNION MEETINGS**

- A. Both parties recognize the value of sharing, discussing and providing opportunities for resolving problems. Representatives of the Administration and the Union shall meet informally for the purpose of discussing problems in regard to this Agreement.
- B. The Union President shall assume responsibility for scheduling meetings with appropriate Administrative officials.
- C. The Union representatives shall normally not exceed four (4) members, consisting of the President, Grievance Chairman, and any individuals who may have matters to be discussed.
- D. There shall be no loss of wages for personnel attending such meetings, however, attempts shall be made to schedule meetings when employees do not have job responsibilities.

- E. Nothing in this Article shall be construed to prevent any employee from discussing any problem with his/her immediate supervisor or Union representative.

#### **ARTICLE VII. DUES DEDUCTION**

- A. Nothing in this Article prevents any Arenac-Eastern ESP bargaining unit member from authorizing the District to deduct from his/her pay the required amount for the payment of Union dues or service fees.
- B. However, pursuant to Public Act 390, newly-employed Arenac-Eastern ESP bargaining unit members as of the effective date of this Contract shall have dues/fees deducted.
- C. It is a condition of employment that all employees covered by this Master Agreement shall be required to pay dues or service fees at the rate to be determined by the Michigan and National Education Associations.
- D. The union president and the district's business office will meet and confer regarding members, new hires, hours, and dues amounts no later than the first fifteen (15) days prior to the first payroll. Dues will be deducted over the first 21 pays of the year. Should there be uncertainty as to the amount of dues to be deducted, the district will deduct the previous years amounts until such time as the final dues amount is confirmed and transmitted to the district. Remaining deductions will be adjusted over the remaining pays. Dues or fees shall be forwarded to the Union no later than twenty (20) days after the deductions are made. The Union agrees to reimburse any Arenac-Eastern ESP bargaining unit member for the amount of any dues deducted by the Board and paid to the Association when such deduction is in excess of the proper amount.
- E. The Board shall pay out no monies in defense of any actions taken by the Board in compliance with this Article and the Union will save the Board harmless from any and all costs, including witness and attorney fees or other incidental costs of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of the provisions of this Article. The District shall fully cooperate in such defense by providing documents, records, testimony, etc. as needed, to properly defend against such actions.

#### **ARTICLE VIII. SENIORITY**

- A. Seniority shall be defined as the length of unbroken, continuous service with the District within each job classification as defined in Article I, paragraph B of the Recognition clause. It shall be calculated from the date of hire within each job classification, but under no circumstances shall seniority accrue until an employee has served his/her probationary period. If the probationary period is satisfactory, seniority shall be retroactive to the date of hire.
- B. An employee shall lose all seniority should he/she retire, resign or be discharged for just cause.
- C. A new employee shall be considered to be probationary until he/she completes ninety (90) days of service in the District. Probationary employees shall be evaluated twice by their immediate supervisor during their probation. Areas identified by the supervisor as being less than satisfactory must be accompanied by recommendations and suggestions for the employee to improve job performance.

- D. Seniority for Bus Drivers: Seniority for one (1) run per day shall accrue on the basis of one-half ( $\frac{1}{2}$ ) seniority for each full school year if such single runs are still available.

Regular Run: 2 per day (a.m. & p.m.)  
= 1 Year seniority

Regular Run & Kindergarten:  
= 1 Year seniority

Regular Run, Skill Center & Special Ed Run:  
= 1 Year seniority

Kindergarten Run Only:  
=  $\frac{1}{2}$  Year seniority

#### **ARTICLE IX. HOURS OF WORK AND WORK DUTIES**

- A. The Board reserves the right to set the hours of work for all employees covered by this Agreement. When changes in the starting time are made, the Board shall try to give notice to the employee five (5) days in advance, except in case of emergency.
- B. The Board agrees to pay overtime at time and one-half ( $1\frac{1}{2}\times$ ) for any hours worked in excess of forty (40) hours in the calendar week. The work week is Monday through Friday. Paraprofessionals shall work seven (7) hours per day, Cooks shall work six and one-half (6.5) hours per day, Custodians shall work 8 hours per day. Dishwashers and other Kitchen helpers shall work a minimum of three (3) hours per day.

Employees working six (6) or more hours per day will be provided a lunch period of at least 30 minutes during their work day. Allocation of these 30 minutes, for Cooks only, will be mutually agreed between the cook(s) and the Head Cook.

These hours may be adjusted by mutual consent of the parties to this agreement.

Full time is defined as 6 or more hours per day. An exception to the 6+ hour Full time rule are drivers driving two runs per day who shall be considered Full-time.

- C. Advance notice of overtime shall be given to the affected employee(s).
- D. Assignment of additional hours of work will be made according to seniority and rotated. Employees eligible for additional hours who refuse the assignment shall rotate to the bottom of the list kept for this purpose. In the event no employee accepts additional work assignment(s), the Employer may require the employee with the least seniority to work. In the case of emergency or short notice which preempts the list, the driver with the most seniority who is available and willing to take the run shall be assigned to the run.

The Superintendent may exercise his discretion for verifiable illness.

- E. Employees will be required to notify their immediate supervisor when they are going to be absent. The immediate supervisor must be notified the night before, or in case of emergency, two (2) hours before their regular starting time.

- F. The driver's first responsibility is his/her regularly assigned run.
- G. Bus drivers will be notified of any student passenger who suffers such serious illnesses as epilepsy, heart condition, or diabetes. Attempts will be made by the Administration to arrange for alternate transportation to homes of students who shall become ill during the school day.
- H. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. A bus driver is responsible for supervising students on the bus. Drivers may suspend bus riding privileges subject to the approval of the Administration.
- I. Bus drivers are responsible for the daily cleaning of the interior of their buses. Cleaning of the buses shall be considered to be a part of the driver's responsibilities. Bus drivers may request cleaning time for cleaning the bus exterior.
- J. A driver who is assigned to a field trip of lengthy duration shall be provided with cash monies which shall be subject to itemization by the employee, in order that the driver shall have such money as is needed to purchase gasoline fuel for the trip.
- K. On spectator buses, chaperones are desirable so the driver may concentrate on the safety of his/her driving and the vehicle.
- L. It is recognized by both parties that assignment to the same bus can be a cost savings. Drivers shall take better care and maintenance of a bus knowing it is their assigned bus for a lengthy period of time.
- M. No later than (2) two weeks prior to the start of school, management will meet with the bus drivers to review routes, and update information regarding kindergarten students, move-ins and move outs and other concerns in preparation for the start of school.

Driver routes will be assigned by seniority using a process of two (2) bid periods:

By 4:00 p.m. on the Wednesday before the start of school, the Transportation Director will prepare a color coded map of the routes. Each route will contain stops for all known students eligible to ride the bus, and estimated mileage and pay bracket of the route. The maps, mileage and related information, for each route, will be available for pick up by the drivers by the following business day.

Drivers will bid on routes on the basis of seniority the Monday preceding the start of school. It is also understood that routes may be increased or decreased in miles based upon bus stop changes such as parental requests, move-ins, move-outs, etc. that frequently occur during the start of school. Therefore, if changes have occurred, then by the end of September the mileage of the affected routes(s) will be measured by the Transportation Director to determine the pay bracket of that route for the remainder of the year. The drivers will be notified, in writing, of any changes in pay brackets for each route. Miles will be based upon the actual student residences eligible to ride the bus on each run.

Following this verification but no later than the Second Monday in October a second Bid meeting will be held if requested by a driver due to a change that resulted in an improved pay bracket that they otherwise would have been eligible for based on seniority. Such request must be in writing to the Transportation Director no later than the first Wednesday of October. If no written request is made, all routes will remain as originally bid.



## ARTICLE X. GRIEVANCE PROCEDURE

### A. DEFINITION

1. A grievance shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation, or inequitable application of a specific provision of this Agreement.
2. As used in this Article, the term "employee" may mean any member(s) of the bargaining unit, or the Association on its own behalf making the complaint.
3. Information that is germane to processing and handling of grievances shall be made available to the officers of the Association upon request.
4. The term days in this Article shall mean employee workdays except where otherwise indicated.
5. Employees who are on approved leave of absence shall be entitled to file a grievance when there is a violation of the leave section.
6. A grievance can be advanced to mediation/arbitration only by the Association.

### B. DEFINITION

1. A grievance may be withdrawn at any level by the employee.
2. Hearings and conferences shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of employee normal working hours.
3. When hearings and conferences are held during normal work hours, all persons who are present at the hearing or conference pursuant to this Article whose work hours are affected shall be excused with pay for that purpose.
4. Forms for filing and processing grievances shall be available from the Superintendent of Schools office or the Association Secretary.
5. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
6. Failure by the employee(s) and/or the Association at any step of this Procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
7. In the event the Employer fails to answer a grievance within the established time limit, the grievance shall automatically proceed to the next step.
8. The time limits specified in this Procedure may be extended in any specific instance by mutual agreement; said agreement shall be reduced to writing and signed by the parties to this Agreement.

## C. PROCEDURES FOR ADJUSTING GRIEVANCES

Grievances shall be presented and adjusted in accordance with the following procedures:

### 1. **Informal Conference.**

- a. A complaint shall first be identified as a grievance issue, citing the appropriate Contract section(s), and shall be discussed with the appropriate Supervisor with the object of resolving the matter informally. In the event the issue is outside the scope of the supervisor or involves more than one employee, the grievance may be filed with the superintendent.
  - (1) By employee(s) in person on his/her behalf.
  - (2) By employee(s) accompanied by an Association Representative.
  - (3) Through an Association Representative, if the employee(s) so request.
  - (4) By an Association Representative in the name of the Association.
- b. In the event the matter is resolved informally and an Association Representative was not present at the adjustment of the complaint, the Supervisor shall inform the Association of the adjustment in writing within one [1] working day.

### 2. **Written Procedure Step 1**

In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, shall be submitted to the Superintendent or his/her designee within ten [10] working days following the discovery by the aggrieved party(s) of the act or condition that is the basis of the grievance.

- a. The grievance may be lodged or thereafter discussed with the Superintendent or his/her designee.
  - (1) By employee(s) in person.
  - (2) By employee(s) accompanied by an appropriate Association Representative.
  - (3) By an Association Representative if the employee(s) so request.
  - (4) By an Association Representative in the name of the Association.
- b. Within ten [10] working days after receiving the written grievance, the Superintendent or his/her designee shall communicate his/her decision, along with his/her reasoning for the decision, in writing, on the grievance form to the Association and the aggrieved employee(s) if any.

### 3. **Written Procedure Step 2 – Appeal to Board of Education**

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or his/her designee, or if no disposition has been made within three [3] working days of such meeting, the employee(s) and/or Association may appeal the grievance to a Committee consisting of three [3] members of the School Board. Such meeting shall be held within five [5] working days from the Superintendent's answer in Step 1 and the full Board of Education shall render its decision in writing, containing the reason(s) and rationale for the decision,

within five [5] working days following such meeting to the employee(s) and Association with the reason for granting or denying said grievance.

4. **Written Procedure Step 3 – Mediation/Arbitration [2005-06]**

If the Association is not satisfied with the disposition of the grievance in Step 2, the grievance may be submitted to the State Mediation Service or to Arbitration within ten [10] days of such answer, or when such answer was to be given.

If the Association chooses to arbitrate, it must give written notice to the School Board setting forth specifically the nature of the dispute to be arbitrated and file with the American Arbitration Association [AAA]. Neither party shall be permitted to insert any issues into the Arbitration process that have not been brought forth during previous steps of the Grievance Procedure.

5. **ARBITRATION**

The AAA arbitrator shall be selected from a list provided by the American Arbitration Association in accord with its rules that shall likewise govern the arbitration hearing.

The Agreement between the Arenac-Eastern ESP/MEA-NEA and Board shall be interpreted and applied by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall he/she consider it his/her function to include the decision of any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give any decision which in its practical or actual effect modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. In rendering decisions, the Arbitrator shall be limited to deciding whether the Board has violated the express Article or Sections of this Agreement. The Arbitrator shall have the authority to order full, partial or no compensation for monetary subjects.

The Arbitrator shall have no power to rule on any of the following:

(a) The termination of services of any probationary employee.

(b) Any claim or complaint previously filed under another remedial procedure or forum established by law or by regulation having force of law. It is understood that should a grievance be filed in lieu of an alternate venue as referenced above, the arbitrator's decision will be final and no further remedy will be executed.

In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

Only one [1] grievance may be submitted to an Arbitrator selected, unless by written mutual agreement of the parties. This paragraph does not prohibit the Arbitrator from ruling on the arbitrability of an issue and then the issue.

Decision of the Arbitrator will be final and binding on both parties.

The Association will give the Superintendent five [5] working days advance notice of employees it needs to be excused from work to attend the arbitration hearing.

6. Arbitration fees and Expenses

If a scheduled arbitration case is postponed in less than one [1] week's notice to the other party, the party requesting the postponement will pay any and all Arbitrator charges caused by the postponement. The fee and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of its attendees and/or witnesses called by the other.

### ARTICLE XI. PAID LEAVES

- A. For purposes of this Agreement, "Immediate Family" shall include the employee's natural parents, step-parents, siblings, spouse, children, grandparents, grandchildren and spouse's parents.
- B. All ESP bargaining unit members shall be allowed two (2) personal days with pay. Twenty-four (24) hour notice shall be given to the immediate supervisor unless an emergency situation arises.
- C. Bus drivers shall be granted ten (10) sick leave days per year; the unused portion of which may accumulate to sixty (60) days. Three sick days per year may be used to care for illness in the immediate family. Custodians shall be granted twelve (12) sick leave days per year; the unused portion of which may accumulate to sixty (60) days.
- D. Drivers, Custodians and full-time Paraprofessionals shall be compensated at the rate of Twenty Dollars (\$20.00) per day for all unused sick leave accrued in excess of sixty (60) days. Full-time Paraprofessionals and full-time Cooks shall be granted ten (10) days sick leave per year, the unused portion shall be compensated at the rate of Twenty Dollars (\$20.00) per day for days accumulated beyond sixty (60). Part time employees must be employed half or more, of the required hours of a full time employee to qualify for prorated sick leave day benefit.
- E. Upon death, resignation, or retirement (as per the Michigan Public School Employees Retirement System [MPERS]), or separation from employment due to termination of program, the District will purchase the accumulated unused sick leave at the rate of Twenty Dollars (\$20.00) per day for a maximum of sixty (60) days. In case of death, the benefit will be paid to the employees beneficiary(s). Each employee shall sign a beneficiary designation sheet at the time of employment.
- F. At its discretion, the District may request verification of any use of sick days.
- G. Any employee subpoenaed as a witness in a court of law shall be reimbursed that day's wages minus the court-paid witness fee. The employee must submit the court payment voucher to receive payment under this Provision.
- H. Employees ordered to jury duty, excluding employees who volunteer for jury duty, shall be paid the difference between that day's wages and the juror fee paid by the court for jury duty. The employee must submit the court payment voucher to receive payment under this Provision.
- I. Up to five (5) days with pay will be granted for each occasion of the death of a member of the employee's immediate family as defined in A above. One (1) day with pay shall be granted for the death of the employee's in-law-children, brother-in-law, and sister-in-law. The Administration has the right to extend this leave.

- J. In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use his/her sick leave on a prorated basis, to achieve his/her full regular pay. The employee's sick leave shall be reduced only by the portion of a day equal to the portion of the employee's gross pay actually paid by the District.
- K. Time lost by an employee as a result of an assault on the employee on school premises during working hours shall not be charged against the employee's sick leave allowance subject to the provisions of the Worker's Compensation provision, unless the employee suffers loss of more than three (3) days.
- L. The District will comply with the requirements of the Family Medical Leave Act (FMLA).

## **ARTICLE XII. LEAVES OF ABSENCE**

- A. An employee who has exhausted his/her sick and personal leave and who, because of illness or injury which is non-compensable under the Worker's Compensation Law is physically unable to report for work, shall be given a leave of absence without pay and without loss of seniority for the duration of such disability not to exceed one (1) year for Bus Drivers, Custodians, Paraprofessionals and Cooks, provided he/she promptly notifies the District of the necessity therefore and provided further that he/she supplies the District with a certificate from a Medical or Osteopathic Doctor of the necessity for absence and for the continuation of such absence when the same is requested by the Employer.
- B. Leaves of absence without pay and without loss of seniority may be granted for periods of time not to exceed one (1) year for prolonged serious or critical illness in the household.
- C. Leaves of absence without pay and without loss of seniority shall be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.
- D. Whenever an employee shall become pregnant, she shall furnish the Employer with a statement from her physician upon the fourth (4th) month of pregnancy indicating the approximate date of delivery and any restrictions on the nature of work that she may be able to do and the length of time she may continue to work. When her physician would so indicate that she no longer can perform her normal duties, she shall be granted a leave of absence up to one year in length. At the employee's option she may utilize accrued paid sick leave prior to any leave of absence. An employee shall return to work at her former position or a similar position when her physician would so indicate in writing that she is physically able to resume her normal job duties.
- E. The reinstatement rights of any employee who enters the military service shall be determined in accordance with the provisions of the Federal Law granting such rights.
- F. Leaves of absence without pay and without loss of seniority will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their normal field training obligations, provided such employees make written request for such leave of absence immediately upon receiving orders to report for such duty.
- G. All reasons for leaves of absence shall be in writing stating the reason(s) for the request and the approximate length of leave requested. Leaves may be granted at the discretion of the

Board for reasons other than those listed above when the Board deems such leave beneficial to the District. Extensions on any leave of absence may be granted at the discretion of the Board.

- H. In non-emergency situations, seven (7) days prior notice shall be given the District in writing.
- I. Any employee who does not report back to work by the expiration date as set forth in his/her leave of absence notice, or who does not receive an approved extension, will be considered to have terminated his/her employment.
- J. The above leaves may be extended upon written application of the employee with advance approval by the Board of the expiration date.

#### **ARTICLE XIII. VACANCIES**

- A. Vacancies and/or newly-created positions shall be posted for seven (7) calendar days before being filled on a permanent basis. Interested employees may make written application for the posted position. Short term vacancies are those for less than 30 consecutive work days within the same assignment. Long term vacancies are those vacancies lasting over thirty (30) consecutive work days within the same assignment but less than one full school year. All long term vacancies will be paid at the regular employee rate, or the first step rate of the long term vacancy, which ever is greater
- B. Bargaining unit vacancies shall be filled on the basis of seniority within each job classification as defined in Article I, paragraph B.

#### **ARTICLE XIV. LAYOFF AND RECALL**

In the event of a layoff, the following procedure will be utilized:

- A. Within each job classification, probationary and part-time personnel will be first laid off; those with the least seniority shall next be laid off until the reductions have been completed. Employees holding seniority in more than one (1) job classification may use seniority within the unaffected classification to avoid layoff. Seniority cannot be combined from different classifications.
- B. When the workforce is increased after a layoff, the most senior employees within the classification being increased will be recalled first to positions within the classification, except where the senior employee lacks the necessary certification to perform the duties of the open position.
- C. Bargaining unit members shall be given at least seven (7) days notice of layoff, except in cases of emergency or in layoffs of short duration which shall not exceed one (1) week.
- D. In the event of recall within one (1) year, bargaining unit members who have been previously laid off will be recalled, the most senior first, by certified or registered letter. The letter shall inform the employee of an opening and shall specify the date the bargaining unit member is required to report to work.
- E. If the bargaining unit member fails to notify the Board of his/her intent to return to work within ten (10) days of mailing, or five (5) days after receipt of the letter, or if he/she fails to report to work as required, he/she shall be considered a quit.

and. The employee is obligated to notify the Board of his/her current address.

G. To be eligible for recall it is expressly understood that all drivers shall be fully certified.

H. Employees on layoff shall accrue no seniority, but shall have their seniority frozen. Fringe benefits shall not be provided to laid off employees.

I. A seniority list by job classification shall be transmitted to the Union by October 30 of every year. This shall be verified by the Union and returned within ten (10) days.

J. Seniority shall be frozen should any employee take a leave of absence in accordance with Article XII – Leaves of Absence.

K. For the purpose of this Article, positions vacated due to layoff shall not be construed as vacancies as provided in Article XIII.

#### **ARTICLE XV. EQUIPMENT AND SAFETY**

A. First aid kits, fire extinguishers, windshield scrapers, broom, dustpan, other cleaning materials, and required safety equipment shall be provided each bus or to each driver.

B. An employee shall inform the District of any job hazards as soon as the employee first becomes aware of such unsafe conditions. The District shall investigate complaints and shall make adjustments provided the complaints are legitimate as necessary.

C. Employees and the Board are expected to support District Bus Policies.

#### **ARTICLE XVI. INSURANCE**

The Board shall provide insurance to regular and full-time employees as follows, subject to employee authorization and the rules and regulations of the underwriter:

A. \$10,000 Life AD&D for Bus Drivers. Drivers will designate their beneficiary/s annually on a form provided by the district

B. POC LA PPO Option 1 health insurance

1. Custodial health insurance coverage shall be at 100% of the monthly POC LA PPO Option 1 cost for full family coverage.

2. Cooks and Paraprofessionals shall be at 75% of the monthly POC LA PPO Option 1 cost for single subscriber coverage.

3. Bus Drivers shall be at 70% of the monthly POC LA PPO Option 1 cost for single subscriber coverage.

4. The parties agree to re-open this Article in 2007.

D. In lieu of Blue Cross-Blue Shield monthly POC LA PPO option 1, a cash payment will be paid as follows:

Bus Drivers	\$600.00
Cooks & Paraprofessionals	\$650.00
Custodians	\$650.00

Employer will provide (at no cost to the District) the alternative dental plan (100/90/50, no orthodontics) as described in the MEBS quote of 9/03/04. Employees who elect to take this dental plan may pay for it through the District's Section 125 plan. Employer will also provide a vision option to be quoted by MEBS, at employees cost.

## ARTICLE XVII. COMPENSATION

All rates of compensation will be increased by 1.5% the first year, with wage openers for years 2007-08 and 2008-09.

A. Each employee shall sign an authorization card for all authorized deductions other than those required by law. These deductions may include:

1. Union Dues
2. Credit Union
3. Life Insurance
4. Blue Cross-Blue Shield Health Insurance
5. Annuities (maximum of two [2] companies authorized by the District)

B. Twelve-month employees shall be paid for the following holidays:

New Year's Eve Day	Memorial Day	Thanksgiving Day and the day after
New Year's Day	July 4	Christmas Eve Day [1 day]
Good Friday	Labor Day	Christmas Day

C. Twelve month employees shall be granted vacations on the following schedule:

- 1 Week - 0-2 years experience
- 2 Weeks - 3-9 years experience
- 3 Weeks - 10 or more years experience

### D. Physical Examination

Each driver is expected to furnish evidence of physical fitness as determined by State regulation. Each driver shall submit to a physical exam by a physician of the Board's choosing. The cost of such physical shall be borne by the Board. At his/her own expense, a driver may seek another physician's opinion.

### E. Bus Driver Education – In-Service Training

Each driver will be reimbursed the minimum hourly wage for each hour of class instruction for attending bus driver education classes as well as mandatory drug testing. Drivers will be reimbursed for mileage at the current IRS rate; however, drivers are encouraged to pool rides whenever possible. The District will only pay mileage for one [1] private vehicle. Drivers will be reimbursed at the hourly minimum wage for attendance at staff meetings required by the Board.



**F. Compensation for 12-month employees.**

In order for employees to move to the next step on the salary schedule they must be employed at the previous years salary step six (6) months prior to June 30th. All subsequent salary increases will become effective July 1. Employees must be working half time or more to move a step in a year. Less than ½ time employees will remain on the same step for two (2) years.

<u>Custodial/Maintenance</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
1-3 Years	\$11.09	\$11.26		
4 Years	\$11.93	\$12.11		
5 Years	\$12.46	\$12.65		
6 Years	\$13.09	\$13.28		
7 Years	\$13.74	\$13.95		
<b>Head Custodian/Maintenance Stipend:**</b>	\$1.56	\$1.58		

\*\* See Attached MOU (Appendix B)

**G. Regular Cooks and Paraprofessionals:** Cooks 6 1/2-hour day. Paraprofessionals 7-hour day. Special Education Paraprofessional hours as assigned. Cooks and Paraprofessionals will work the state required minimum days. Additional days will be at their daily rate.

<b>Regular Cooks &amp; Paraprofessionals</b>		<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
1-3 Years*	Step 1	\$10.07	10.22		
4 Years*	Step 2	\$10.47	10.63		
5 Years *	Step 3	\$10.85	11.01		
6 Years*	Step 4	\$11.29	11.46		
7 Years*	Step 5	\$12.59	12.78		

Step (Yr): Hired prior to 11/01/2004  
 \* New Hires after 11/01/2004

<b>Head Cook</b>	<u>2005-06</u>
	\$13.20

<b>Extra Dinners</b>		
Regular Cook		\$13.20
Head Cook		\$13.69

<b>Dishwasher</b>		<u>2005-06</u>
1-3 Years*	Step 1	\$5.34
4 Years*	Step 2	\$5.70
5 Years *	Step 3	\$6.22
6 Years*	Step 4	\$6.74
7 Years*	Step 5	\$7.26

Step (Yr) Hired prior to 11/01/2004  
 \* New Hires after 11/01/2004

All cooks shall be paid for a minimum of three (3) hours at their regular rate of pay prior to the start of the school year and after the close of the school year. Additional hours may be required as the superintendent deems necessary.

**H. Playground Aides.** Hours as assigned.

[Note: It is agreed by the undersigned parties for the life of this Contract that should the District hire a Playground Aide, the starting rate shall be at the State Minimum wage, regardless which year the employee(s) is hired.] Each step shall then be increased by .20 per hour.

	( X date)
Step 1	\$ Min. wage
Step 2	Min. wage + .20
Step 3	+ .20
Step 4	+ .20
Step 5	+ .20

**I. Bus Drivers.**

<b>Bus Drivers</b>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
91-100 Miles	\$9,353	\$9,493		
81-90 Miles	\$8,916	\$9,050		
71-80 Miles	\$8,500	\$8,628		
61-70 Miles	\$8,092	\$8,213		
51-60 Miles	\$7,687	\$7,802		
41-50 Miles	\$7,360	\$7,470		
0-40 Miles	\$6,176	\$6,269		

**Skill Center Run (Bay City and Return)**

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
Without Turner on Return	\$65.83	\$67		
With Turner on Return	\$70.81	\$72		

The Driver driving the run to Standish-Sterling with Skill Center Students will drive to the Skill Center on the days that are not in common with Standish-Sterling but are Skill Center days. The driver will be compensated at the Skill Center rate. If there is an Arenac-Eastern calendar day not in common with the Skill Center calendar and we do not transport students, the driver will not be compensated.

<b>Kindergarten</b>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
71-80 Miles	\$4,605.88	\$4,674.97		
61-70 Miles	\$4,450.55	\$4,517.31		
51-60 Miles	\$4,278.74	\$4,342.92		
41-50 Miles	\$4,083.40	\$4,144.65		
0-40 Miles	\$3,890.41	\$3,948.76		

**J. Field Trips**

1. Drivers will be paid at the hourly rate set forth below. Time allowed will be the difference between departure from school and return to the school:

<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
\$10.13	\$10.28		

2. The minimum pay for field trips will be:

<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
\$15.57	\$15.80		

3. Bus drivers who experience a mechanical break-down during their runs will be paid the minimum hourly wage for all documented time during the breakdown.

K. Commercial Driver's License (CDL)

Drivers purchasing a CDL to qualify as a bus driver will be reimbursed the difference between a regular license and the CDL license. New, full-time drivers will be reimbursed after completion of first year of employment.

L. Longevity

1. All employees with ten (10) years of contiguous service to the district shall receive 7 % of the current rate for the job classification they are employed in, exclusive of any "extra hours" of work.
2. Employees who change classification, after having earned longevity pay shall continue to receive their earned longevity pay as calculated from their previous classification or the calculated longevity from the new classification, after having earned longevity in the new classification, whichever is greater.

M. Regular drivers who pick up and return twice daily shall receive an additional Two Dollars and Fifty Cents (\$2.50) for each day worked to prepare, warm-up, fuel, cleanup, inspect, equip their buses and similar duties required for all regular runs except Kindergarten and Skill Center. For Kindergarten and Skill Center runs, drivers shall receive \$1.25 for each day worked for completing duties as above. (Formula: \$1.25 for each 15-minute pre-run check as assigned. Employees who are requested to perform emergency services for the district in lieu of their regular duties shall suffer no loss of pay for such duties.

1. A five percent (5%) one-time increase in warm-up time only if and when drivers are required to pump their own fuel.

N. Method of Payment

1. Wages shall be paid on Friday of every other week. Employees may elect to collect their wages in 21 or 26 equal installments. Election of this option shall be made within the first three (3) weeks of each school year. Each employee shall be responsible to designate a bank account they want their electronic transfer to be deposited into. Not later than the first (1<sup>st</sup>) week of the school year, to the Superintendent or his/her designated representative.
2. Payment for bus driver education, required staff meetings, and mechanical failures shall be paid only if time required is in excess of the driver's normally scheduled run.

O. Part-time employees receive a prorated step on salary schedule, prorated seniority and, proration of other benefits attributed to their assigned classification. Part-time employees must be employed half or more of the required hours of a full-time employee to qualify for prorated

insurance benefits. Seniority will be accrued proportionately, as earned. Employer will show seniority accrued annually for all employees. Employees who are assigned to two or more classifications will have their insurance benefits prorated and combined based upon the hours worked in each classification. In no case will an employee be entitled to more than the maximum benefit for the highest classification.

- P. All new employees of the District shall be required to be fingerprinted prior to being employed at Arenac-Eastern. The fee shall be paid by the potential employee.

#### ARTICLE XVIII. DURATION OF AGREEMENT

THIS AGREEMENT is effective upon ratification by both parties and shall remain in force and effect until July 1, 2009.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 1<sup>st</sup> day of July 2006.

ARENAC-EASTERN SCHOOLS  
BOARD OF EDUCATION

ARENAC-EASTERN ESP/MEA-NEA

By: Richard Klender, Board President  
Michelle Morgan, Board Secretary  
Rocky Aldrich, Superintendent of Schools

By: Mark Schaffer, President  
David C. Sabedra, Chief Negotiator

# Appendix A

## Grievance Report Form

### GRIEVANCE

Date:

Grievance No.

The undersigned protest the following action as being in violation of the Agreement in effect between the Arenac-Eastern Support Personnel Association/MEA-NEA and the Arenac-Eastern School District Board of Education.

**Section of Agreement Violated:** \_\_\_\_\_  
Article Section

**Specific nature of violation:**

**Remedy for Grievance:**

Grieved Party:

Association President:

\_\_\_\_\_  
\_\_\_\_\_

*The Association reserves the right to amend this Grievance should new information or facts come to light.*

## **Appendix B**

### **MEMORANDUM OF UNDERSTANDING**

between the

**ARENAC-EASTERN EDUCATIONAL SUPPORT PERSONNEL/MEA-NEA**

and the

**ARENAC-EASTERN SCHOOLS BOARD OF EDUCATION**

The purpose of this MEMORANDUM OF UNDERSTANDING is to document the history and the current understanding of the additional stipend paid to the Head Custodian/Maintenance position.

In review of District documents and pay records it is clear that the Head Custodian/Maintenance position was historically paid a stipend for recognition of additional duties and skills required of the position. According to records reviewed by the undersigned parties, this additional stipend amounted to at least One Dollar (\$1.00) more per hour as far back as 1977. Prior to the employees joining an organized bargaining unit, this additional stipend, as well as all other hourly rates were individually set by the Board on an annual basis.

Arenac-Eastern Custodians and Food Service employees became part of an MEA-NEA organized bargaining unit that consisted of the Bus Drivers whereby they were accreted into said bargaining unit in March, 1982. During the bargaining cycles that followed, the annual wages paid to Custodians were somehow converted to a yearly salary rather than an hourly rate. However, it is also clear that all Custodians worked the standard 40-hour work week for a total of 260 days per year and/or 2,080 hours per year. During this time there appeared to have been bargained a 7-step pay scale for the Custodians.

While there are no official documents available, it is believed that the Head Custodian/Maintenance position was incorrectly removed from the bargaining unit in the late 1980's. In 2001, the Association grieved, arguing that the Head Custodian/Maintenance classification was not a Supervisory position as described by the MERC and as such belonged in the bargaining unit. The Board concurred and granted the grievance. The position was added back to the bargaining unit; however, the pay scale and job title were never updated in the Master Agreement. This omission resulted in a contractual 7-step pay scale that did not reflect the actual pay of the Head Custodian/Maintenance position. District pay records reflect the total salary paid to this position also included the additional stipend. Accordingly, this amount was higher than Step 7 of the Custodial salary scale which leads the undersigned parties to establish this MEMORANDUM OF UNDERSTANDING.

The chart below illustrates the current salary of the Head Custodian/Maintenance position, as well as the Step 7 Custodian salary. The hourly rates were calculated by dividing the annual salary by 2,080 hours per year.

	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
Head Cust/Maintenance:				
Hourly rate	\$14.74	\$15.06	\$15.21	\$15.29
Annual (2080Hrs)	\$30,659.20	\$31,333.70	\$31,647.04	\$31,803.20
Step 7 Custodian	\$13.24	\$13.53	\$13.67	\$13.73
	\$27,539.20	\$28,145.06	\$28,426.51	\$28,558.40
Maint. Stipend:	\$3,120.00	\$3,188.64	\$3,220.53	\$3,244.80

Subtracting the Step 7 Custodial annual salary from the Head Custodian/Maintenance salary reflects the annual Maintenance Stipend.

In order to establish a consistent contractual approach for employee pay scales, the undersigned parties have agreed to convert the annual Custodial salary to an hourly rate to reflect the Custodian/ Maintenance stipend as an hourly amount. The chart listed below illustrates current salaries that have been converted to hourly rates by dividing the annual salary amount by 2,080 hours.

<u>Custodial</u>				<u>Custodial Hourly rates</u>		
	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
1-3 Years	\$22,726	\$22,953	\$23,068	\$10.93	\$11.04	\$11.09
4 Years	\$24,440	\$24,684	\$24,808	\$11.75	\$11.87	\$11.93
5 Years	\$25,541	\$25,796	\$25,925	\$12.28	\$12.40	\$12.46
6 Years	\$26,817	\$27,085	\$27,221	\$12.89	\$13.02	\$13.09
7 Years	\$28,158	\$28,440	\$28,582	\$13.54	\$13.67	\$13.74
Head Cust/Maintenance Stipend:	\$3,189	\$3,221	\$3,245	\$1.53	\$1.55	\$1.56

**IT IS FURTHER AGREED** by the undersigned parties that the Head Custodian/ Maintenance stipend will expire at such time as when the current employee vacates the position. The parties agree that as a matter of good future planning, cross-training of current Custodial personnel, where appropriate and possible, to be able to assume these maintenance duties is desirable. The undersigned parties also recognize that the assignment of these additional duties to Custodial personnel is not an attempt to eliminate payment for additional duties, but rather an attempt to spread the workload to create a flexible and responsive Custodial/Maintenance capability. It is anticipated that in the future the then current Maintenance stipend shall be subject to negotiations and mutual agreement between the District and the Association.

**IN WITNESS WHEREOF**, the parties have caused this MEMORANDUM OF UNDERSTANDING to be executed this \_\_\_ day of December, 2004.

**ARENAC-EASTERN EDUCATIONAL  
SUPPORT PERSONNEL/MEA-NEA**

By: Mark Schaffer, President

**ARENAC-EASTERN SCHOOLS  
BOARD OF EDUCATION**

By: Linda Olson, Superintendent