

**ELK RAPIDS EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

**AND**

**ELK RAPIDS BOARD OF EDUCATION**

**MASTER AGREEMENT**



**JULY 1, 2011– JUNE 30, 2012**

## TABLE OF CONTENTS

Article 1 – Recognition, Employees Covered .....	1
Article 2 – Union Security .....	1
Article 3 – Check-Off of Union Dues & Representation Fees .....	2
Article 4 – Union Representation .....	2
Article 5 – Special Meetings .....	3
Article 6 – Grievance Procedure .....	3
Article 7 – Discharge and Discipline .....	5
Article 8 – Probationary Period .....	6
Article 9 – Seniority .....	6
Article 10 – Layoff and Recall .....	7
Article 11 – Filling Permanent Job Vacancies .....	8
Article 12 – Filling Temporary Vacancies .....	9
Article 13 – Leaves Without Pay .....	9
Article 14 – Leave for Union Business .....	10
Article 15 – Leave with Pay .....	10
Article 16 – Hours of Work .....	11
Article 17 – Overtime .....	12
Article 18 – Holidays .....	12
Article 19—Vacation .....	13
Article 20 – Act of God Days .....	13
Article 21 – Health Insurance .....	14
Article 22 – Health and Safety .....	14
Article 23 – Wages .....	15
Article 24 – Strikes and Lockouts .....	15
Article 25 – General Conditions .....	15
Article 26 – Management Rights .....	16
Article 27 – Duration of Agreement .....	16
Appendix A – Wage Schedule .....	17
Appendix B – Employee Evaluation .....	18
Appendix C – Summer Work .....	20
Appendix D – Transitional Retirement Program .....	21
Tier Schedule .....	22

## **AGREEMENT**

This Agreement is entered into July 1, 2011, by and between the Elk Rapids Schools, hereinafter referred to as the “Board” and the Elk Rapids Educational Support Personnel MEA, hereinafter referred to as the “Union”. The Agreement shall be effective from July 1, 2011 and continue in full force and effect through June 30, 2012.

### **ARTICLE 1 – RECOGNITION, EMPLOYEES COVERED**

#### **1.1 Employees Covered**

Pursuant to, and in accordance with, all applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all full-time and regular part-time food service and custodian employees, excluding all supervisors and all other employees.

#### **1.2 New Position**

Any new position created during the life of this Agreement will be added to the unit, providing it is similar to a position heretofore recognized.

#### **1.3 Nondiscrimination**

It is the continuing policy of the Employer and the Union that they shall not discriminate against any bargaining unit member on the basis of race, sex, creed, color, national origin or age.

### **ARTICLE 2 – UNION SECURITY**

#### **2.1 Membership, New**

The Employer agrees that new employees, as a condition of employment, shall become members of the Union not later than thirty (30) working days after the beginning of their employment, and shall continue their membership in the Union during the period of this Agreement, or pay to the Union a service fee equal to the dues and fees uniformly charged for membership for the duration of the Agreement. Less any amounts not permitted by law.

#### **2.2 Membership, Continuing**

All employees in the bargaining unit who are members of the Union on the effective date of this Agreement, shall, as a condition of employment, maintain their membership in the Union for the life of this Agreement, or pay to the Union a service fee equal to the dues and fees uniformly charged for membership for the duration of this Agreement.

#### **2.3 Non-Members**

All employees in the bargaining unit who are not members of the Union will, as a condition of employment, pay to the Union a service fee equal to that paid by other employees in the bargaining unit who are members of the Union. Such payment shall be limited to an amount equal to the Union’s regular and established monthly dues. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit members’ wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining

unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction. The parties agree that the procedures in the Article relating to the payment or non-payment of the representation Service Fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the Service Fee for that given school year.

2.4 Application for Membership

The Board agrees to provide to each employee on his/her hiring date an application for membership in the Union, dated with the date of hire, and to give the same to the secretary/treasurer of the local Union, upon completion of the application by the employee. The application for membership in the Union will be provided to the Board by the Union.

2.5 Indemnification

The Union agrees to indemnify the Board against any and all legal claims, demands, suits or other forms of liability that arise out of action taken by the Employer for the purpose of complying with the foregoing agency shop provision.

**ARTICLE 3 – CHECK-OFF OF UNION DUES AND REPRESENTATION FEES**

3.1 Dues Check-off

The check-off for periodic dues and assessments of the Union shall be effective for those employees who execute individual authorizations to such effect on forms to be provided by the Union. Union dues and assessments as designated by the Union shall be deducted by the Board at the times mutually agreed upon and remitted promptly to the local Secretary/Treasurer of the Union.

3.2 Transmittal of Deductions

The Board further agrees to forward a list of all bargaining unit employees showing new hires and terminations simultaneously with the transmittal of the aforementioned deductions. The Board will continue to deduct dues at the rate in effect on July 1, 2001, until officially notified of a change.

**ARTICLE 4 – UNION REPRESENTATION**

4.1 Union Representatives

The local Union shall advise the Board in writing of the names of all committee members and local Union officers within ten (10) days of their election or appointment. The local Union shall have the right to call in a representative of the Michigan Education Association at any time, provided it does not interfere with the employee's work.

4.2 Grievance Committee

The Local Union shall elect or select one (1) person to represent the employees of the bargaining unit as the Grievance Chairperson. The Grievance Chairperson shall act as steward for his/her classification. The remaining classification shall elect or select one (1) person to serve as their steward.

4.3 Processing Grievances

The Grievance Chairperson or steward may process or investigate a grievance and/or complaint at his/her discretion after notifying the Employer.

The Grievance Chairperson or an alternate may process or investigate a written grievance or a complaint with the Employer's representative.

4.5 Bulletin Boards

The Employer agrees it will furnish a bulletin board in the break room for posting Union notices.

**ARTICLE 5 – SPECIAL MEETINGS**

5.1 Special Meetings

Special meetings will be scheduled by the Association President, Grievance Chairperson, steward, and the Board, or its designated representative upon request of either party. Arrangements for special meetings shall be made in advance. Meetings shall be held at a time mutually agreed upon. This meeting may be attended by designated representatives of the local Union and/or a representative of the Michigan Education Association.

5.2 Building Use

The Union may use a room, as designated by the Employer, for Union business. Duly authorized representatives of the union and its representative affiliates shall be permitted to transact official union business on employer property at all reasonable times provided this shall not interfere with or interrupt normal operations.

**ARTICLE 6 – GRIEVANCE PROCEDURE**

6.1 Definitions (All days herein refer to working days)

1. A grievance is a claim by one or more employees that there has been an alleged improper application or violation of this Agreement.
2. An aggrieved employee is the employee(s) who is directly affected and, therefore, will make the claim.
3. In this Article, the term "employee" may also mean "Union", when the Union grieves on behalf of members of the bargaining unit who, because of extenuating circumstances, are unable to represent themselves.

6.2 Grievance Form

Any grievance presented in writing by an employee shall include the following:

1. Specific statement of facts giving rise to the alleged violation.
2. Section or subsection of this contract alleged to have been violated.
3. Date of alleged violation.
4. Relief requested.
5. Signature of the grievant.

6.3 Procedure

Step 1: An employee has five (5) days after they become aware of, or could reasonably have become aware of an event upon which a grievance may be filed to orally discuss the matter

with their immediate supervisor, who will attempt to resolve the matter informally. If the aggrieved employee is not satisfied with the oral disposition of the grievance by their immediate supervisor, the employee may request that the Grievance Chairperson meet with the supervisor for further discussion of the matter. If discussion by the Grievance Chairperson does not resolve the matter, the employee or Grievance chairperson may pursue the matter by filing a grievance in written form with their immediate supervisor within five (5) days of such discussion. The immediate supervisor shall return the written answer within five (5) days thereafter to the Grievance Chairperson.

Step 2: If the Union or aggrieved employee is not satisfied with the disposition of the grievance at Step 1, notification within ten (10) days thereafter shall be transmitted to the Superintendent or his designee. He/she shall then meet at a mutually satisfactory time with the aggrieved, and the Grievance Chairperson. The aggrieved may request that the Michigan Education Association Representative be present to discuss the matter. The Superintendent or his designee will respond to the Union with a written answer within ten (10) days of such meeting. Either party shall have the right to have present at such meeting representatives who may have knowledge of the matter and who may be helpful in reaching a resolution of the matter.

Step 3: In the event the grievance is not satisfactorily settled in Step 2, the Union or the Board may request arbitration as herein after provided for in this Agreement. The party desiring arbitration must notify the other party in writing of such desire within ten (10) calendar days of the day the written disposition was given or due under the last step of the Grievance Procedure provided for in this Agreement. In the event that a party should fail to serve such written notice, the matter shall be considered as settled on the basis of the disposition made in the last step of the Grievance Procedure.

After receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within ten (10) calendar days, or within a longer period if mutually agreed upon, either party may submit the matter to the American Arbitration Association.

The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or could have been made the subject of discussion. The arbitral forum herein established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any supplementary agreement, nor to rule on any matter except while this Agreement is in full force and effect between the parties. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, the Employer and on all employees.

#### 6.4 Time Limits

If the time limits contained within the grievance procedure are exceeded by the Union, the grievance shall be considered settled on the basis of the last answer given by the employer. If the time limits are exceeded by the Employer's representative, the grievance shall be considered granted. Time limits in the grievance procedure may be extended by mutual agreement in writing.

6.5 Disclosure

At all steps of the grievance procedure, the grievant and the Union representatives shall disclose to the Employer's representatives a full and detailed statement of facts relied upon and the remedy sought, and the provisions of the Agreement relied upon. In the same manner, the Employer's representatives shall disclose all facts relied upon by the Employer.

6.6 Claims for Back Wages

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.

6.7 Lost Time

The Employer agrees to pay for all reasonable time lost by the Union committee during their regular working hours while pursuing the grievance procedure and while participating in contract negotiations.

**ARTICLE 7 – DISCHARGE AND DISCIPLINE**

7.1 Discharge

In all instances in which the Employer concludes that an employee's conduct justified discharge, he/she shall first be suspended for not more than three (3) days except that no prior discipline or warning need be imposed before he is discharged if the misconduct is so aggravated, in the opinion of the Employer, as to require immediate discharge or the cause of discharge is dishonesty, drunkenness, recklessness, sexual harassment of students or staff, gross negligence, being under the influence of drugs or intoxicating beverages while on duty. However, the Union reserves the right to argue the reasonableness under Article VI of this Agreement. Discharge must be by proper written notice to the Union Grievance chairperson and employee. The employee or the Grievance Chairperson may request an investigation as to his/her discharge. A grievance must be filed within five (5) days unless an extension of the time limits has been agreed to in writing. No bargaining unit member shall be disciplined without just cause. The employer reserves the right to go to any step if they believe the employee has exhibited conduct requiring immediate and serious consequences.

Steps for Discipline:

1. Verbal warning
2. Written warning/reprimand
3. 2<sup>nd</sup> Written warning/reprimand (days off with or without pay)
4. 3<sup>rd</sup> written warning/reprimand (days off with or without pay—and possible termination)

7.2 Hearing

During this period of suspension, the employee may, if he/she believes they have been unjustly dealt with, request a hearing and a statement of the offense before representatives of the Board with the Grievance chairperson and/or representative of the Michigan Education Association present. At such hearing the facts concerning the case shall be made available to both parties. The Board shall conclude whether the discharge shall be implemented or whether the suspension shall be extended, reduced or revoked. The Board shall only be involved as indicated in Article 6 of this Agreement.

7.3 Written Documents and Meeting

1. The Board agrees that its Superintendent, or his designee, will provide to the Grievance Chairperson a copy of any written comment implementing the discipline and/or discharge of any employee within the bargaining unit.
2. The Board agrees to provide a facility in which an employee disciplined and/or discharged may meet with a Union representative before they are required to leave the premises. The employee shall have the right to Union representation during the disciplinary process.

7.4 Appeal

Should the employee or the Union consider the discharge or suspension to be improper, a grievance may be submitted by the employee in writing at Step 2 of Article 6.3 within five (5) days following the action.

7.5 Use of Past Record

To be fair and consistent, discipline shall follow a progressive pattern, unless the employees actions are serious enough in the employer's opinion to warrant immediate discharge as outlined in Article 7.1.

**ARTICLE 8 – PROBATIONARY PERIOD**

- 8.1 The probationary period for each new employee shall be sixty (60) work days of employment for that employee. Any employee working within the probationary period may be disciplined and/or discharged by the Employer for any reason at any time.
- 8.2 During the probationary period an employee shall not be eligible for employee benefits. After an employee has successfully completed his probationary period of employment, he shall become a regular full-time or regular part-time employee and seniority shall start as herein provided.

**ARTICLE 9 – SENIORITY**

9.1 Definition

The word "seniority" means service in the employ of the Employer from the date the employee is approved by resolution for hire by the Board of Education.

9.2 Probationary Employees

1. There shall be no seniority among probationary employees.
2. When an employee finishes the probationary period the employee will be granted full seniority as defined in 9.1.
3. Once probation is over, seniority is retroactive to the date of Board approval.

9.3 Seniority Lists

1. The seniority list for the bargaining unit will show the name, starting date, and job title.
2. The Board will provide a copy of the seniority list to the Grievance Chairperson and the local President on September 15 of each year.

9.4 Similar Seniority Dates

If two or more employees have the same seniority date, a mutually agreeable method (coin toss) will be done upon completion of the probationary period with a representative from both the union and the Employer present.

9.5 Loss of Seniority

Seniority shall be lost for any of the following reasons:

1. If the employee quits.
2. If the employee retires.
3. If the employee is discharged for just cause and not reinstated.
4. If the employee is absent for three (3) consecutive days without submitting a reasonable excuse acceptable to the Employer. Allowances will be made for emergency situations.
5. If the employee does not return to work from leave of absence within three (3) working days after the leave expires, without submitting a reasonable excuse acceptable to the Employer, the employee will be terminated. Allowances will be made for emergency situations.
6. If the employee is laid off for more than thirty-six (36) months.
7. If the employee does not return to work within five (5) working days after the date of recall from layoff, without submitting a reasonable excuse acceptable to the Employer, the employee will be terminated. Allowances will be made for emergency situations.
8. If the employee is granted a leave of absence, no seniority is accrued for the period the employee is on approved leave of absence.

**ARTICLE 10 – LAYOFF AND RECALL**

10.1 Definition

The definition of the word “layoff” means a reduction in the number of bargaining unit members employed by the Board within their classification for any reason with recall rights.

10.2 Layoff Procedure

In the event a reduction in work force requires a layoff of employees within a classification, the following procedure will be used:

1. Probationary employees shall be the first laid off.
2. Non-probationary employees shall be laid off according to seniority, i.e., the least senior employee shall be laid off first.
3. Employees to be laid off will receive at least seven (7) calendar days’ notice.
4. In the event a bargaining unit member who has seven (7) or more years seniority in the district, has his or her position either eliminated or reduced in hours, he or she will be given an opportunity to displace any employee with less seniority in the same classification or another classification to which the employee had been previously assigned.

10.3 Recall Procedure

In the event a job opening occurs while employees are laid off, the following procedure will be used:

1. The Board shall not be required to recall any probationary employee who is laid off.
2. All employees shall be required to return to their jobs when seniority permits, within three (3) days of notification. Failure to report to work within that three (3) day period will result in the employee forfeiting his/her employment in the district.
3. The Board agrees it will not hire new employees or contract out work while seniority employees are laid off.

10.4 Notice

Notice of recall shall be sent to the employee at the last known address by registered or certified mail if not reached by telephone.

**ARTICLE 11 – FILLING PERMANENT JOB VACANCIES**

11.1 Posting

The Board shall notify the employees of newly created or vacant positions to be filled within their classifications by posting and/or canvassing by seniority. The posting shall indicate the classification, shift, and wage scale. Any employee may indicate his/her interest immediately thereafter to the immediate supervisor by written notice. The person awarded the vacancy shall be paid at the rate of that job on his or her current step.

11.2 Assignment

All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. Qualifications include, but are not limited to, work record, including evaluations, attendance, etc. All vacancies will be posted for a period of ten (10) working days, setting for the requirements, classification, shift, and wage scale, for the position on bulletin boards in each building. Employees interested shall apply in writing. The employee who is awarded the position shall be granted a thirty (30) working day trial period if it is a change in classification or a twenty (20) workday trial period if it is not a change in classification. The trial period will be used to determine:

- a. The person's ability to perform the job competently.
- b. The person's desire to remain on the job.

The job will be awarded within twenty (20) working days after the posting period.

During the trial period, as outlined above, the employee shall have the opportunity to revert back to their former classification.

11.3. Transfer Outside the Bargaining Unit

If an employee transfers to a supervisory position under the employer not included in the bargaining unit, and thereafter, within one (1) year, transfers back to a position within the bargaining unit, she/he shall have accumulated seniority while working in the position to which she/he transferred.

11.4 Classifications

All employees will be required to perform their normal work within their classifications.

11.5 Job Descriptions and Classifications

The Employer has the exclusive right to establish job classifications and descriptions (subject to negotiation of wage rate) for the classification and description. Job descriptions shall be written and given to the employee. Copies, upon request, shall be provided to the Association President. If the parties are unable to agree on the wage rate, the job description or classification may be put into effect by the Employer, and the Union will have a right to file a grievance.

**ARTICLE 12 – FILLING TEMPORARY VACANCIES**

12.1 The parties hereto agree that the hiring of temporary casual employees is a management right, responsibility and discretion.

12.2. However, the employer agrees that it will not, during the term of this agreement, hire temporary casual employees for the sole purpose of replacing or displacing employees covered by the terms of this Agreement. Temporary casual employees shall be used to supplement the work force and/or fill vacancies caused as the direct result of employee absence due to extended or job-related injury or illness.

12.3. A temporary casual employee is an employee who is hired for a period of not more than ninety (90) days in one year. The ninety (90) day limitation may be extended to continue filling the same vacancy, provided, however, the vacancy is the direct result of an employee absent due to an extended illness or work related injury. The employer will notify the Union, in writing, of the persons involved and the estimated length of the vacancy.

12.4. When the temporary vacancy is closed, the employee affected will return to his/her former job classification.

**ARTICLE 13 – LEAVES WITHOUT PAY**

13.1. Leaves

Leaves of absence for not less than one (1) year may be granted by the Board or its designee without loss of seniority. The Board hereby agrees to full compliance with all provisions of the Family Medical Leave Act.

13.2. Application for Leave of Absence

An application requesting a leave of absence must be submitted to the Superintendent not later than two (2) weeks prior to the time the leave is to commence, provided, however, in personal cases exceptions may be made. The request for the leave of absence must be in writing setting forth the reasons for the leave of absence and the anticipated length of time, and, if requested, verification shall be submitted. Any extensions of leaves of absence shall be handled the same as the request for regular leave.

13.3. Returning from Leave

An employee granted a leave under the provisions of this article shall return to his or her same position worked at the time the leave was granted, unless the position no longer exists, in which case the employee shall return to an equivalent position.

Employees returning from leave of absence must submit notification of return to work in writing at least five (5) working days prior to the date of the return.

Employees returning from medical leave may be required to provide certification of their ability to return to work.

#### **ARTICLE 14 – LEAVE FOR UNION BUSINESS**

Members of the Union selected to attend a function of the Union, such as conventions or conferences, shall be allowed time off without pay to attend such conferences or conventions.

#### **ARTICLE 15 – LEAVE WITH PAY**

##### 15.1. Sick Leave

Each employee shall be granted one (1) day for each month of employment for sick leave, not to exceed twelve (12) days per year, at their regular rate of pay. Employees may accumulate up to 200 sick leave days. More than one sick day per month may be used per the supervisor's approval, however, no front loading of sick days will occur.

The Board shall retain the right to require a doctor's statement concerning any illness.

Sick leave may be taken as either a half day or full day at the request of the employee, upon proper notification to the employee's immediate supervisor and his approval.

Sick leave may be used for personal illness or illness of spouse, child, step child or parent, for doctor's appointments, or with superintendent's approval.

##### 15.2 Personal Business Days

Each employee shall be granted two (2) personal days per year, payable at their regular rate of pay. Request for this leave shall be submitted at least two days in advance to the employee's immediate supervisor, if possible.

Such leave shall be for business reasons only, that cannot be transacted other than on working days; nor shall such leave be granted for recreational purposes.

Leave prior to or following vacations shall not be granted except with the approval of the Superintendent of Schools.

Unused personal business days will be added to the employee's personal business day account to a total of five (5) days' accumulation.

Unused personal business days over the five (5) day amount will be added to the employees sick leave account.

##### 15.3 Court Appearance

Other leaves with pay are absences for court appearances as a witness, when subpoenaed, except as a result of another job. Paid leaves of absence will be granted for jury duty. Any compensation received by the employee in the form of witness fee or jury pay shall be given to the Employer to offset wages paid.

15.4 Bereavement Leave

An employee shall be allowed up to five (5) days off, with pay, at the discretion of the Superintendent for bereavement leave for a death in the immediate family. Immediate family shall be defined as follows: husband, wife, mother, father, brother, sister, children, father and mother-in-law, grandparents, grandchildren and sibling-in-laws. Requests are to be made to the employee's immediate supervisor at least two days in advance of the requested day(s) of leave when possible.

15.5 Severance Pay

The employee's severance pay shall be based on one-half (1/2) of the employees regular daily base pay when they terminate their employment for each day of accumulate sick leave, not to exceed \$1500 by the district.

In case of death, accumulated sick leave to a maximum of \$1500 shall be paid to the employee's beneficiary.

Qualifications for severance pay: The employee must:

1. have 10 years employment in the Elk Rapids Schools;
2. retire from the Elk Rapids Schools;
3. employees terminated by the school district are not eligible for severance pay;
4. the employee shall notify the Superintendent of Schools thirty (30) days prior to their last day of employment of their intent to resign for the purpose of retirement.

**ARTICLE 16 – HOURS OF WORK**

16.1 The normal work day and schedule for all employees shall be established by the Board or its Superintendent based on the needs and resources of the district. Increased time in the normal workday schedule that continues for twenty (20) consecutive work days will be considered the new normal work schedule for that employee effective the date of the initial increase.

16.2 The normal work week for all employees is Monday through Friday or Tuesday through Saturday and shall consist of 40 hours per week for full-time employees.

16.3 Unpaid lunch periods of 30 minutes shall be scheduled by the employee's immediate supervisor. All lunch periods shall be duty free.

16.4 The minimum call-in for emergency situations as determined by the supervisor shall be actual time plus one (1) extra hour of pay.

16.5 Vacation, holiday, personal and jury duty days shall be counted as hours worked for purposes of computing eligibility for overtime pay.

16.6 Hours

Hours of work shall be as follows:

The normal work day and schedule of hours shall be established by the Board, or its Superintendent based on the Board's determination of the needs and resources of the district in cooperation with the employees.

There will be two eight hour shifts for the custodians. The day shift will begin between the hours of 6:00 a.m. and 7:00 a.m. The night shift will begin between the hours of 2:30 p.m. and

3:30 p.m. The determination of the exact start time shall be the express responsibility of the Superintendent or his designee.

Lead Cooks will work six to eight hour shifts. Assistant Head Cooks and Cook's Helpers will work a minimum of three hour shifts.

Employees working six (6) hours or more shall receive a 15 minute paid break and a 30 minute unpaid lunch.

16.7 Breaks

All 15 minute breaks shall be paid by the Employer.

**ARTICLE 17 – OVERTIME**

17.1 Rate of Pay

Full-time employees working more than eight (8) hours per day or forty (40) hours per week shall be paid time and one-half (1-1/2) at their regular rate of pay. Work performed on a holiday at the request of the supervisor, shall be paid at twice the regular rate of pay.

17.2 Overtime Schedule

Each employee who wishes to perform overtime work shall notify the employer of such interest. Overtime shall first be offered to the most senior employee within the classification where the overtime is needed. If the most senior employee refuses the overtime, then the work will be offered to the next most senior employee. The next place on the overtime rotation list shall be used as the starting place when new overtime is available. If after checking with every employee on the list, no employee has accepted the overtime, the overtime work may be filled by the Board from any source.

17.3 Hours of Work Outside the Regular Work Schedule

1. Hours of work outside of the regular work schedule will first be offered by those who, by accepting the work, will not go into overtime.
2. Hours of work outside of the regular work schedule will be offered on a rotational basis to those who qualify.
3. If the criteria in 17.3.1 cannot be met, overtime will be offered to the employees per contract language outlined in 17.2.

**ARTICLE 18 – HOLIDAYS**

18.1 Eligibility for Holiday Pay

All employees shall be paid at their regular rate of pay for the following holidays:

- |                    |                           |
|--------------------|---------------------------|
| 1. New Year's Day  | 6. Thanksgiving Day       |
| 2. Good Friday     | 7. Day after Thanksgiving |
| 3. Memorial Day    | 8. Christmas Eve          |
| 4. Fourth of July* | 9. Christmas Day          |
| 5. Labor Day       |                           |

\*Fourth of July – paid summer help only.

### **ARTICLE 19 – VACATION**

19.1 For the purpose of this article, the term “day “ shall be defined as the number of hours the employee is regularly scheduled to work per day.

19.2 Each full-time (full-year) twelve (12) month bargaining unit member shall annually receive paid vacation time in accordance with the following schedule:

- a. Upon completion of one (1) complete year of service – five (5) paid vacation days per year.
- b. Upon completion of two (2) complete years of service – ten (10) paid vacation days per year.
- c. Upon completion of five (5) complete years of service – fifteen (15) paid vacation days.
- d. Upon completion of ten (10) complete years of service – twenty (20) paid vacation days.

19.3 Computation of Vacation Pay and Scheduling Vacation

1. The hours of vacation shall be forty (40) hours or the number of hours in the scheduled work week if that amount is less.
2. Time off for vacation must be requested in writing to the supervisor five (5) days prior to the date requested by the employee(s) and approved by the supervisor and Superintendent. If more employees request a certain vacation period than can be spared, preference of vacation time off shall be given to the employee(s) with the most seniority.
3. The Union and the Employer agree that their mutual objective is to afford maximum opportunity to the employees to obtain their vacation. When time is taken off for vacations, such time will be scheduled after the anniversary date of his/her employment and at such time as the Employer finds most suitable considering both the wish of the employee and the efficient operation of the Elk Rapids Public Schools.
4. Vacation days shall be limited to five (5) days during the regular school year September to June. Exception – Christmas vacation and Spring vacation are not included in the five day limitation. Exceptions may be granted on approval of the Superintendent of Schools. All other vacation days shall be taken during the summer.
5. Vacation days shall be non-cumulative. Vacations must be taken during the year in which it is earned. Vacation time which has been scheduled and is cancelled by necessity of the district and which cannot be taken during the contract year in which it is earned shall be credited as vacation time in the following contract year.

19.4 Vacation days are not to be used on professional development days.

### **ARTICLE 20 – ACT OF GOD DAYS**

When school is delayed or closed due to unsafe travel conditions created by the weather, day custodians and cooks are not required to report to work.

In the event weather conditions change and allow safe travel during an employee’s regular work hours, they may contact their Supervisor and request the opportunity to come in and work. A supervisor may also request an employee to come in on an Act of God Day. If the Supervisor grants

their request, it is understood the employee will be paid for time worked as Act of God time, commensurate with their normal workday.

Employees shall be paid for up to four days for full-time employees; or five days for part-time employees of Act of God time during the school year. This additional work time does not result in over-time compensation.

### **ARTICLE 21 – HEALTH INSURANCE**

21.1 The Board agrees to pay for the health insurance premium of the employee(s) and his or her eligible dependents. The program will be Blue Cross Blue Shield Community Blue Option 1. For an employee to be covered for this insurance, they must work for Elk Rapids Schools at least thirty five (35) hours per week. The employee(s) agree to a 14% co-insurance payment on their insurance package. The Board will provide vision and dental coverage at the current level. For July 1, 2011 through June 30, 2012, the employee(s) will pay \$10 for generic brand and \$20 for name brand prescriptions.

For those not needing health insurance that qualify:

Employees who do not elect to receive the health insurance may apply 50% of the premium they are qualified for to apply to:

1. dental insurance premiums;
2. vision insurance premiums;
3. term life insurance;
4. or as a partial payment for any available health insurance program, 2 party or full family. In any case the employee will be responsible for the payment of premium in excess of the Board contribution;
5. an existing annuity program;
6. section 125 cash option.

For employees who work at least 20 hours per week but less than 35 hours a week, the Board will provide cash-in-lieu of insurance at 50% of the single subscriber rate per month for nine (9) months, which may be applied to any insurance or cafeteria plan option the Board offers.

For employees who work less than 20 hours per week, the Board will provide cash-in-lieu of insurance at \$50.00 per month for nine (9) months, which may be applied to any insurance or cafeteria plan option the Board offers.

#### 21.2 Worker's Compensation

All employees covered by this Agreement are covered by Workmen's Compensation as required by State and Federal law, which provides certain benefits for those with a work-related illness and/or injury. The employee(s) shall promptly refer any medical bills in connection with a work-related illness and/or injury to the Board for disposition of payment. In emergency situations, the employee's supervisor shall make arrangements to transport the injured or ill employee(s) to the nearest doctor providing emergency medical treatment. The doctor must be notified, if possible, by the employee that his/her injury or illness may be work-related so that all bills for treatment can be referred directly to the Board for disposition of payment.

### **ARTICLE 22 – HEALTH AND SAFETY**

The Employer and the Union will cooperate in the continuing objectives to eliminate accidents and health hazards for the safety and health of its employees during their hours of employment. The Employer will comply with all Federal and State safety laws.

### **ARTICLE 23 – WAGES**

#### 23.1 Wage Scale

The wages shown in Appendix A will be part of this Agreement. The wage increase for 2010-2011 shall be 0%.

23.2 A new wage scale will be instituted for all employees hired after July 1, 2007. The new wage scale is shown in Appendix A.

### **ARTICLE 24 - STRIKES AND LOCKOUTS**

#### 24.1 No Strikes

The Union, nor any person acting in its behalf, nor any individual employee will cause, authorize, support or take part in any strike (stoppage of work) for the life of this Agreement.

#### 24.2 Lockouts

The Employer agrees that during the life of this Agreement there shall be no lockouts of employees.

### **ARTICLE 25 – GENERAL CONDITIONS**

#### 25.1 Contracts

The Employer, at its expense, will provide to each of its employees a contract, insurance and pension agreement within four (4) weeks after the contract has been signed between the parties.

#### 25.2 Binding Arbitration

It is agreed between the parties that if they are unable to reach a settlement agreement either party will have the option to appeal to arbitration. The decision of the arbitrator shall be binding upon both parties. Selection of an arbitrator shall be as provided in Article VI, Step 4.

#### 25.3 Benefits Notification

On September 15 of each year, the Employer will provide for each employee a list containing the amount of accumulated sick days, and his/her length of seniority. A copy of such list will be forwarded to the President of the local Union.

#### 25.4 Certification

The Board shall pay the annual dues to the M.S.F.S.A. and A.S.F.S.A. for employees eligible for certification. Food service employees shall complete health department sanctioned Safety and Sanitation classes, earning 15 CEU's, during a three (3) year period. Safety and Sanitation class will be completed during the first year of employment, if possible. The Employer will pay the tuition and all reasonable food, lodging and travel expenses for the employee attending the classes.

#### 25.5 Meetings

Any meetings at which the attendance of the employees is required will be paid for all hours at their regular rate of pay.

#### 25.6 Uniforms

Food service employees shall receive five (5) tops or slacks, or a combination of the two, to be determined by the employer per year. The Employer agrees to hold a meeting with the cooks at the end of each school year to obtain employee input into type and color of tops and slacks for the following school year. Custodians shall receive three (3) uniforms per year.

**ARTICLE 26 – MANAGEMENT RIGHTS**

Except as otherwise provided in this Agreement, the management of the Elk Rapids Public Schools and the direction of the working force, including the right to hire, transfer, assign to buildings, promote, suspend or discharge for proper cause, to relieve employees from duty because of lack of work, and to maintain discipline and efficiency of employees, is vested exclusively in the Board, provided that this will not be used for the purpose of discrimination against any member of the Union, nor will it be used contrary to any other provision of this Agreement. Any employee who feels he/she has been aggrieved because of any Employer action in this respect shall have recourse to the grievance procedure and arbitration procedure set forth in this Agreement.

**ARTICLE 27 – DURATION OF AGREEMENT**

This agreement shall be in effect from July 1, 2011 and continue in full force and effect through June 30, 2012.

Elk Rapids Board of Education

Elk Rapids Educational Support Personnel Association

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Chief Negotiator

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Committee Member

By: \_\_\_\_\_  
Chief Negotiator/Superintendent

By: \_\_\_\_\_  
Committee Member

**APPENDIX A**  
**ELK RAPIDS ESPA WAGE SCHEDULE**

Raises:

See Tier 1 and Tier 2 Schedule attached

Shift Differential: \$.50 cents per hour – night shift.

When a night shift employee is requested by the Supervisor to work a day shift on an Act of God day or scheduled professional development day for instructional staff, when school is not in session, the employee(s) will not lose their night shift premium. If the employee(s) voluntarily request to work the day shift, they will not receive the night shift premium. Night shift premium will not be paid to employees during Christmas break, spring break and summer break when assigned to work a day shift.

## **APPENDIX B EMPLOYEE EVALUATION**

### **B.1 Monitoring**

All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member.

### **B.2 Observation**

Part of the employee evaluation shall be by formal observation of the employee's work. Observations shall be for periods of time that accurately sample the employee's work. Each observation will be preceded by at least forty-eight (48) hours notice.

Each employee upon being hired or at the beginning of the school year, whichever is later, shall be informed of the specific criteria upon which he/she will be evaluated.

Work outside of the employee's normally assigned duties shall not be evaluated. Evaluations shall be conducted by the employee's immediate supervisor.

### **.3 Written Evaluations**

If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question.

If the supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall the ways in which the employee is to improve, and the assistance to be given by the Employer towards improvement. In subsequent observations, failure to note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

### **B.4 Evaluation Conferences**

Following each evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the employee's personnel file.

### **B.5 Termination**

If an employee is terminated, the Employer will advise the employee of the specific reasons in writing, with a copy to the Union.

### **B.6 Conclusion**

Each evaluation shall include at the conclusion of the report the statement:

"The work performance of this bargaining unit member is:  
\_\_\_\_\_ satisfactory  
\_\_\_\_\_ unsatisfactory (check one)."

B.7 Employee evaluations will be completed and given to the employees prior to June 1st.

B.8 An employee will be evaluated based on their job description. Evaluations are based on daily performance and inspections of work areas.

B.9 Evaluation Conferences

1. Two (2) consecutive unsatisfactory evaluations may be grounds for disciplinary action up to and including dismissal.

An unsatisfactory evaluation shall not be grievable.

**APPENDIX C  
SUMMER WORK**

In the event additional employees are needed to fill in for 12 month employees on leave (vacation) or to provide additional services, the positions will be filled with school year employees from the bargaining unit.

School year employees interested in summer work will apply in writing to the Maintenance Supervisor by April 15 each year. The Supervisor will post the anticipated schedule by June 1. Assignments will be made on the basis of seniority from the list of volunteers.

The following conditions will apply to summer work:

1. The first year that a bargaining unit member works in the summer, the hourly rate paid for summer work will be level 1 pay for a custodian. After that, bargaining unit member will be placed on the step according to the number of years worked in the summer position.
2. Employees working during the summer shall not earn additional benefits, i.e., sick days, personal business days, etc.
3. Terms and conditions of employment to be set forth by the Superintendent prior to summer work being posted.

**APPENDIX D  
TRANSITIONAL RETIREMENT PROGRAM**

The following parameters shall apply to this program:

1. Upon mutual agreement between an employee and the Board of Education, an employee may volunteer to resign and be rehired in a part-time capacity.
2. The rehired employee will be placed on Step 1 of the Tier 2 pay schedule and advance in subsequent years consistent with advancement policy.
3. Seniority will be retained.
4. Vacation weeks, if applicable, will be based on the retained seniority level.
5. The rehire date will be effective one month after the resignation effective date (consistent with applicable pension rules).

