

**Peck Community Schools**

**Master Contract Agreement**

**between**

**Peck Community Schools Non-Certified**

**Employees Association**

**and**

**Peck Board of Education**

**2010 - 2011**

## **Table of Contents**

Article I - Recognition of Terms .....	1
Article II - Board of Education Policies .....	1
Article III - Seniority Clause – Probationary Period .....	1-2
Article IV - Vacancies, Promotions, and Discharge Clause .....	2
Article V - Grievance Clause .....	3
Article VI - Leave Benefits .....	4
Article VII - Leave Bank for Personal Illness .....	5
Article VIII - Fringe Benefits .....	5
Article IX - Retirement Benefits .....	6
Article X - Overtime .....	6
Article XI - Cancellations .....	6
Article XII - Salary Schedules .....	6
Appendix I - Custodians .....	7
Appendix II - Paraprofessionals .....	8
Appendix III - Bus Drivers .....	9-12
Article XIII - Duration of Agreement .....	12

## Article I

### Recognition of Terms

The Board recognizes the Association as the sole and exclusive bargaining representative with respect to wages, hours and working conditions for all non-certified employees including custodians, paraprofessionals and bus drivers who are employed on a regular, part-time or hourly basis; specifically excluding the director of transportation, business manager, and technology director.

## Article II

### Board of Education Policies

The written policies of the Board which apply to wages, hours or working conditions shall be a part of this agreement and except as they may be superseded by express provisions of this agreement shall be included herein, but the Board reserves the right to the contrary, to promulgate new policies from time to time but not to conflict with provisions of the agreement.

## Article III

### Seniority Clause - Probationary Period

- A. A probationary period of 90 days will be served by each new employee during which time his/her work will be evaluated. Within 10 days of the termination of the probationary period said employee shall be notified in writing by his/her supervisor regarding his/her future employment. Any dismissal during the probationary period will not become a grievance as covered in this agreement.
- B. The employee shall not have seniority rights during the probationary period. However, after the probationary period full seniority rights are established from the date of first employment.
- C. The employee shall maintain seniority rights so long as he is continually employed by this school district with the following exceptions:
  1. An employee who is laid off because of staff reduction shall continue his/her seniority rights earned prior to his/her layoff for one year.
  2. An employee granted a leave of absence shall continue to earn seniority for a period of one year but if illness is a factor and the person is unable to return to work, their seniority will be frozen for one additional year.
  3. Any person requesting a leave of absence shall submit a request in writing to his/her immediate supervisor.
- D. In reducing the work force, the last employee hired shall be the first employee laid off in their respective group. In returning to work, the last employee laid off shall be the first employee rehired to his/her respective seniority group.
- E. An employee who resigns, quits or leaves the employment of the school without a leave of absence granted by the Board of Education for any period of time shall lose all seniority rights.

- F. The Business Manager will post a list of employees showing seniority rights prior to September 1 of each year. Seniority rights shall be earned by employment in and within the following job classifications: custodians, paraprofessionals, secretaries and bus drivers. Seniority rights in regards to leave days, insurance and number of years employed by the school system are transferable but not seniority as to the steps of the position. If you transfer to another job area, you will be considered the lowest worker in that area and would be the first one to be laid off in the event of a cutback.

## Article IV

### Vacancies, Promotions and Discharge Clause

- A. **Vacancies** - All vacancies in any position covered in this agreement shall be made known to employees within two weeks of knowledge of the vacancy. Such notice shall be posted in a place that all employees shall have reasonable opportunity to react.
- B. **Application** - Any employee who wishes to make application for the vacancy may do so by submitting their application in writing by the deadline posted.
- C. **Exception** - The regular substitutes would have priority to a job opening if all other qualifications are met. After all other qualifications for the position have been met, preference shall be given to employees on the basis of seniority. The Board of Education, or its designee shall determine the qualifications for each position on the basis of previous experience, abilities, supervisor's evaluation, potential and other pertinent factors. All appointments shall be on a trial basis for a period of 90 days.
- D. **Promotions** - All promotions to a higher position within a job classification covered by this agreement shall be handled as described under the preceding paragraphs. Promotions in another job classification shall be considered purely on an individual evaluation.
- E. **Discharge** - No employee shall be demoted or discharged without just cause. Each employee demoted or discharged shall be given notice in writing prior to the termination of his/her services, or demoting and said notice shall state in detail the reasons thereof. Reasonable and just cause shall be determined by the Board of Education.
- F. **Physical Examination** - The Board of Education may request that an employee get a physical or mental examination at the Board's expense.
- G. **Substitutes** will be paid stated wage or supervisor, administration and Board of Education will establish a wage.

## Article V

### **Grievance Clause**

Both parties to this agreement believe that most problems can and should be settled without resorting to the grievance procedure. Therefore, employees who feel a problem exists will first discuss the problem with his/her supervisor. If within five days a satisfactory solution has not been reached, the employee may invoke the grievance procedure as stated:

**Step One:** Within twenty days of the alleged grievance, the employee or group may file a complaint by submitting a report in writing to the immediate supervisor. The supervisor shall submit their reply in writing within five days from receipt of notice. Should the reply not be satisfactory to the employee or should the supervisor fail to reply within the specified time, step two may be invoked.

**Step Two:** Within five days following the completion of step one the employee or group may submit the alleged grievance in writing to the superintendent of schools. The superintendent shall reply to the alleged grievance in writing within five days from the receipt of the report. Should the superintendent's disposition be unsatisfactory to the employee or should he fail to reply within the specified time, step three may be invoked.

**Step Three:** Within five days following the completion of step two the employee or group may submit the alleged grievance in writing to the Board of Education. The Board shall consider the report not later than its next meeting and within three days thereafter submit its disposition in writing.

**Step Four:** The employee or group may submit the alleged grievance to the State Labor Mediation Board for a hearing. This shall be done in conformity with the state law governing the invocation of the Labor Mediation Board. The Board of Education shall not be bound by the findings of the Mediation Board but due consideration shall be made of their report.

A grievance shall be a violation or alleged violation of the terms of this agreement only and shall not become a matter of concern beyond the terms of this agreement. The Board of Education expressly reserves the right to initiate or modify any or all policies, which are not in conflict with the terms of this agreement, and no grievance may be filed on it.

## Article VI

### Leave Benefits

The sick leave and business leave have been established as follows. Sick leave is further identified in the policies of the Board of Education. Leave time will be granted at the rate of the following schedule. Unused time may be accumulated to 105 days. Unused time may be accumulated to 60 trips per run for bus drivers. Leave time will be credited in advance to employees each school year. Staff members shall be paid at a rate of \$10.00 per day for each leave day in excess of 50 days, but not to exceed 100 days, upon resignation from the District after ten (10) years of service for the Peck Community Schools. In the event of death the amount will be paid to the estate.

<u>12 Month Employees</u>	<u>1-5 Years</u>	<u>6 Years and On</u>
3 days may be used for defined business	14 days	16 days
<u>10 Month Employees</u>		
2 days may be used for defined business	10 days	12 days
<u>Bus Drivers</u>		
2 trips/run may be used for defined business	10 trips/run	12 trips/run

Upon the recommendation of the superintendent the Board may, at the Board's expense, require an employee to submit to physical or mental examination by appropriate specialists to determine whether involuntary sick leave is warranted.

Any of the following will be charged to leave time:

- A. **Personal Illness** - Give the administration reasonable notice when possible. Starting with the fourth absence, the Board may request a doctor's verification of illness for each absence.
- B. **Routine Medical Attention** - If dental and medical attention cannot be scheduled outside of school time, necessary time off will be granted.
- C. **Critical Illness in Immediate Family** - which requires the presence of the employee.  
Immediate family shall include: spouse, children, parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, siblings, grandparents and grandchildren.
- D. **Funerals** - Three days may be used for funerals. Additional days may be allowed for such purposes at the discretion of the administration. Bereavement with pay not chargeable against the employee's sick leave allowance shall be granted for up to three days for a death in the immediate family as defined in C above.
- E. **Business** - Business days may be used for business that cannot be handled outside of the normal school day, not to be used for vacation, recreation, the first or last day of the school year, nor the first working day preceding or following a vacation or holiday period. Business days shall be requested and defined by employee in all cases except in extreme personal matter.

## Article VII

### Leave Bank for Personal Illness

An employee may opt to transfer for another employee's use a portion (shall be broken down into hours) of their accumulated leave time not to exceed ten days from any one employee. An employee receiving leave time from another cannot receive more compensation than they normally receive. No employee shall be allowed more than ninety consecutive calendar days, or an employee who is off and under doctor's care, with doctor's approval, may return to work under part-time status and use said leave bank for a maximum of one third of their total contracted days. This is allowable for a one-time occurrence only and a contracted day is a day no matter the number of hours. Any unused time must be returned to the donor immediately upon the full-time return to employment by the recipient. An employee must be off work and under doctor's (M.D. or D.O.) care for at least three consecutive days without pay, per occurrence, before they are eligible to participate in the leave bank. Leave bank is for school employee's illness only. Any employee whose personal illness extends beyond 180 days, at the discretion of the board, may be granted a lengthened leave of absence not to exceed one additional year with no pay. Upon return from leave, an employee may be assigned to the same or similar position. No days may be just given to another employee.

## Article VIII

### Fringe Benefits

- A. Life Insurance/AD & D: \$20,000.00 life insurance with accidental death and dismemberment will be provided for each permanent part-time employee each year of this contract. \$35,000 life insurance with accidental death and dismemberment will be provided for each permanent full time employee each year of this contract.
- B. Mileage: Outside the immediate area will be paid at the school board approved rate.
- C. Workshops: Any non-certified employee asked or required to attend a workshop and/or special training will be reimbursed for registration and mileage. This is in addition to their regular day's wages.
- D. Health Insurance: Full time employees ( $7 \frac{1}{2}$  hours per day or  $37 \frac{1}{2}$  hours per week) will receive health insurance coverage equal to that provided by the current plan. The Board shall contribute 115% per year of this contract, the amount of the previous year's school paid premium for those employees who qualify and subscribe to the plan. Employees who begin on or after the date of this contract will receive 106% per year of this contract the amount of the previous year's school paid premium if they qualify and subscribe to the plan. Any employee who falls below full time status will immediately terminate their benefits unless they agree to pay the premiums. All employees who qualify to receive health insurance benefits will have the current Health Reimbursement or equivalent plan.
- E. Additional Fringe Benefits: Employees who qualify for health insurance but choose not to take it and regular route bus drivers will receive \$100.00 per month in 2010-2011 with a hire date prior to June 30, 2010.
- F. Long Term Disability: shall be provided for all full and permanent part-time employees. An employee who is off and under doctor's care for ninety consecutive calendar days shall have the option to apply for long-term disability or continue to use their accumulated sick days.

## Article IX

### Retirement Benefits

The Board of Education will pay the portion of the state retirement program as required by the State of Michigan.

## Article X

### Overtime

Overtime will be paid at time and one half pay rate (or equal time off at the discretion of the superintendent) beyond 40 hours per week. All overtime must be authorized by the superintendent.

## Article XI

### Cancellations

Employees shall realize that all days cancelled due to conditions not within the control of the school shall be rescheduled by the school district and employees will be required to work on such rescheduled days with no additional salary paid.

If hours and days permit, the first two cancellations due to conditions not within the control of the school shall be paid days. Additional days not rescheduled will be deducted.

The school calendar may change during the year as the need arises which may change or affect the days and/or hours to be worked. Every effort will be made to give as much prior notice as possible. However, the Board and administration reserve the right to make adjustments.

## Article XII

### Salary Schedule

See Appendix I - V.

If the per pupil foundation for 2010-2011 school year is greater than \$7151 and the student count is at or greater than the February 2010 count all scheduled salary steps will increase an additional .5% which will be paid to all in a retroactive check on June 8, 2011.

## Appendix I - Custodians

### A. Work Day

The workday is eight hours for the lead custodian. The work day shall include a 30-minute lunch break and two 10-minute breaks for those working seven hours per day or more. Hours shall be adjusted in order to accommodate the length of the school day.

### B. Vacation

Each year round employee will receive 10 days paid vacation per year after one year, fifteen days paid vacation after seven years, eighteen days after 15 years and 20 days after 20 years. Vacations are to be coordinated with their supervisor and the superintendent.

### C. Uniforms

Each employee will be provided \$100.00 per year for work uniforms.

### D. Overtime Pay

Regular employees will be given the opportunity for overtime work before someone who is not a regular employee.

### E. Paid Holidays -11

Year round employees only: Labor Day, Thanksgiving (2), Christmas (2), New Year's (2), Good Friday, Easter Monday, Memorial Day and Fourth of July. When holidays fall on a weekend, the Friday or following Monday may be taken as a paid holiday. This should be agreed upon by the employee, supervisor and superintendent.

### F. Other

Other contractual obligations as defined in Articles I through XIII.

### G. Salary Schedule

<u>Years</u>	<u>2010-11</u>
4 <sup>th</sup>	13.77
3 <sup>rd</sup>	13.18
2 <sup>nd</sup>	12.34
1 <sup>st</sup>	10.84
Sub	9.26

Lead Custodian: step + \$1.50 per hour.

## Appendix II - Paraprofessionals

### A. Work Day

Working hours and days for employees shall be established on an “as needed” basis, and in accordance with the days and hour requirement dictated by the Dept. of Education, the State of Michigan and Peck Community Schools. A 30-minute lunch break and two 10-minute breaks will be included, if the school day so dictates.

### B. Clothing Allowance

Outdoor paraprofessionals will be paid \$75.00 annually towards heavy clothing.

### C. Classification

All paraprofessionals will be separated into the following classifications according to their responsibility factor, lesson development, classroom preparation, accountability, etc.:

- CLASSIFICATION I = Autistic and Special Education (Special Needs)
  - Junior High Tutors
  - C.C.C. Manager
  - Media Center
- CLASSIFICATION II = Classroom aides
  - Playground aides
  - Title I aides

The time spent in the classification must be a majority of the paraprofessional’s daily work schedule. The Board of Education reserves the right to terminate the classifications, change the classifications or cancel the premium at any time during this contract, should the need arise.

### D. Other

Other contractual obligations as defined in Articles I through XIII.

### E. Salary Schedule

<u>Years</u>	<u>2010-11</u>
4 <sup>th</sup>	11.32
3 <sup>rd</sup>	10.71
2 <sup>nd</sup>	9.97
1 <sup>st</sup>	9.53
Sub	8.84

A premium of \$0.22 per hour will be paid to paraprofessionals in Classification I.

## Appendix III - Bus Drivers

### Extra Trips

In order to become eligible to drive on field trips a driver must meet all requirements of the State of Michigan and must have successfully completed their probationary period with Peck Community Schools. The bus supervisor will then prepare a list and call drivers on a rotating basis. However, in the event no other driver is capable or available to drive an extra trip, the probationary period may be waived.

Drivers will be paid time and a half for all weekend extra duty trips.

Drivers should check with the bus supervisor when they are assigned a field trip to inquire whether it would be necessary for the bus to remain at the field event. It is understood that bus drivers maintain the right to use the bus as transportation to a restaurant for a reasonable amount of time, taking into consideration weather or some emergency need that may arise. Drivers will not act as chaperones on extra trips outside the school district.

### Regular Runs

Substitute drivers on regular runs will be paid a rate to be established by administration and board.

Bus drivers will receive pay for waiting time due to fog delays.

Due to unusual circumstances, should a driver have to wait to go out on his run, waiting time will be paid as follows:

After 15 minutes to 30 minutes	1/2 hour waiting time
After 30 minutes to 1 hour	1 hour waiting time
After 1 1/4 hour to 1 1/2 hour	1 1/2 hour waiting time
After 1 1/2 hour	2 hours waiting time

Should a driver have to wait after his bus leaves the lot (i.e. stuck in the snow, etc.) one hour route time will be paid on his respective step for each hour of waiting. Slips must be filled out indicating circumstances.

Due to unusual circumstances, should a driver not be called by 6:30 a.m. on a day of cancellation, driver will be paid 1/2 of route pay as show up time.

### Bus Driver School

Public Law Section 305-A requires a public school bus driver (a) possess a certificate showing completion of a school bus driver safety education program or (b) be enrolled in and subsequently complete a school bus safety education program for this school year, (c) pass a required physical examination, (d) pass a written bus driver examination, (e) pass a driving skills examination, and (f) possess a Michigan chauffeur's license. Without the above, by law, a driver is prohibited from driving a school bus.

### Pay for Long Daily Runs

Seventeen cents (17 cents) per mile, will be paid for each mile over 22 miles for all daily runs with the exception of young fives run which will receive eighteen cents (18 cents) per mile over 22 miles.

**A. Physical Reimbursement**

Required physicals will be reimbursed up to the following rate of \$85.00.

Drivers will be paid one hour waiting time when required to go for drug testing plus mileage.

**B. Testing & Licensing Fees**

Full reimbursement will be made for required testing and licensing fees. No payments will be made for re-testing due to failure or because of driver error. New drivers will receive their reimbursement following 6 months of satisfactory employment.

**C. Missed Regular Runs**

Drivers will receive regular run rate for the first one and one-half (1 1/2) hours on short runs of 25 miles or less if a regular run is missed.

**D. Procedure for Awarding or Discontinuing Runs**

If and when a new route is added or an established route is vacated, those drivers who are termed regular drivers (one established route or more) will be eligible to bid on the open route. The bid will be awarded on the following basis:

1. After a.m. and p.m. routes are established, kindergarten and CPED routes will be assigned on the basis of seniority with the highest seniority person having first opportunity for a route.
2. Not to exceed three (3) runs per driver unless each regular driver has had the opportunity of driving three (3) runs or other regular drivers are not available.
3. Competence of driver.
4. Health of driver.
5. If reduction of routes is necessary, they shall be reduced according to seniority.
6. If layoffs are necessary to reduce the number of runs, the school administration retains the authority to transfer any or all drivers to different runs in order to comply with length of employment rights.
7. If a layoff is involved after cutting back on the number of runs, the low seniority person shall be first laid off and so forth up through the highest seniority person.
8. An employee cannot hold a regular run if the time conflicts with another permanent job they are working.
9. School personnel shall have the opportunity to hold another position if it does not conflict with their present position.
10. Bus drivers may qualify to substitute in another position if they are available.

#### E. Leave

Should a bus driver be granted an extended leave of absence for something other than illness, the route he/she was driving will be posted within ten (10) working days after such leave is officially approved. Should the person on leave return within the specified period of the leave (not in excess of one year) he/she has the right to bid on any open runs to the extent of their accumulated seniority. Seniority does not allow a driver to "bump" another off of an established or awarded route. Leave time does not count toward seniority. When the bus supervisor receives notice that a driver requests time off of more than five days for vacation, extended illness, etc., the dates will then be forwarded to a bus committee who along with the supervisor will fill in the vacant runs.

#### F. Definitions

Route - A regular or special bus run established to transport students to and from school or between schools or educational centers.

Regular Route – an established Peck Community Schools a.m. and/or p.m. route.

Regular Special Route - Regular kindergarten routes, CPED routes, special routes other than the a.m. and p.m. routes.

New Route - same as route only an additional regular or regular special route newly opened.

Vacated Route - Run vacated due to transfer, retirement, illness, termination of employment or other unforeseen circumstances, which enable a person, termed to be a regular driver unable to complete or carry out his run.

Pre & Post Trip Routine – Drivers are to properly inspect their bus and go through a pre-trip and post-trip checklist to maintain safety of children and equipment as in accordance with the State of Michigan guidelines.

Seniority - Date the first physical card is approved at the transportation office. The probationary period will commence on calendar days while students are in attendance.

Probationary Period - is successful completion of 90 regular run assignments.

#### G. Salary Schedule

Regular Runs:

<u>Years</u>	<u>2010-11</u>
3 <sup>rd</sup>	19.76
2 <sup>nd</sup>	19.10
1 <sup>st</sup>	18.37
Sub	17.00
CPED	15.00

## Salary Schedule Continued...

### Extra Trips: Hourly Rate for Driving Time & Waiting Time

Years                    2009-10

11.33

Minimum Trip            15.31

Extra Trip Meal\*        9.62

\*Meal reimbursement will be paid drivers who turn in a receipt with the date, amount, city, restaurant logo or stamp of identification and bus driver's signature.

## Article XIII

### Duration of Agreement

This agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2011.

Peck Non-Certified Employees Association

Board of Education

By \_\_\_\_\_  
Custodian Representative

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

By \_\_\_\_\_  
Paraprofessional Representative

By \_\_\_\_\_  
Vice-President

By \_\_\_\_\_  
Bus Driver Representative

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

By \_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date