

6/30/93

**HARRISON COMMUNITY SCHOOLS
P.O. BOX 529
HARRISON, MICHIGAN 48625**

A G R E E M E N T

between

**HARRISON COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and

**HARRISON EDUCATIONAL
SUPPORT PERSONNEL/MEA/NEA**



JULY 1, 1990 - JUNE 30, 1993

Harrison Community Schools

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

WARREN COMMUNITY SCHOOLS
P.O. BOX 828
WARREN, MICHIGAN 48090

A G R E E M E N T

between

WARREN COMMUNITY SCHOOLS
BOARD OF EDUCATION

and

WARREN EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION



JULY 1988 / LINE 30, 1988

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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ARTICLE I

RECOGNITION AND AGREEMENT

- A. This Agreement entered into this 1st day of July, 1990, by and between the Board of Education of the Harrison Community Schools, hereinafter called the "Board", and the Harrison Educational Support Personnel/MEA/NEA, hereinafter called the "Union".
- B. The Board recognizes the Union as the sole bargaining representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for the term of the agreement for the following personnel:
- all regular bus drivers; all full-time and regular part-time custodians, mechanics, aides, secretaries, clerks, food service personnel employed by the Board; but excluding substitute and temporary employees, the Superintendent's secretary, central office bookkeepers, supervisors and all others.
- C. The Board agrees not to negotiate with or recognize any organization other than the Union for the duration of this Agreement as it applies to the personnel indicated supra.
- D. It is the continuing policy of the Board and the Union that provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, legal political activity, age or sex.
- E. The parties shall be bound by the terms of the following Agreement:

ARTICLE II

BOARD RIGHTS

- 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 School Code, the laws of the State, the Constitution of the State of Michigan and/or the United states. Such rights, duties, etc. shall include, by way of illustration, and not by way of limitation, the right to:
1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the entire school system.
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
 3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend and discharge employees, transfer employees, assign work of duties to employees, determine the size of the work force and to lay off employees, subject to the conditions of this contract.
 4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operations, the means, methods and processes of carrying on the work.
 5. Determine the qualifications of employees, including physical conditions, subject to the provisions of the laws.
 6. Determine the policy affecting the selection, testing or training of employees.
 7. Take whatever actions may be necessary in situations of emergency.
 8. The Board shall continue to have the exclusive right to establish, modify or change any conditions except those covered by provisions of this master agreement.

- B. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to: the establishment of educational policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees, not in conflict with this Agreement.

The Board and administrative staff shall be free to exercise all of its managerial rights and authority.

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.
- C. Union representatives shall be allowed to visit schools during working hours providing the building administrator is notified in advance. Such visits shall not interfere with the normal performance of duties by the employees or the normal function of the school.
- D. A bulletin board shall be made available to the Union.
- E. Union representatives shall be allowed to use school phones or receive calls pertaining to Union affairs at all reasonable times provided such use of the phones does not interfere with normal work schedules. Any expense of toll calls shall be paid by the Union.
- F. Emergency phone calls and messages shall be delivered to the employee immediately. Facilities for use of the telephone by employees shall be made available.
- G. At the beginning of the school year the Union shall be credited with five (5) paid days to be used by the members who are officers or representatives of the Union. Such use to be at the discretion of the Union. No more than three persons shall use these days on any one day and no more than two from a worksite. These days shall not be designated as either sick or personal days nor shall any member suffer any loss of pay for use of these days. The Union will provide forty-eight (48) hours notice prior to the use of the such days.

ARTICLE IV

AGENCY SHOP

- A. Any employee who is not a member of the Union in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall as a condition of employment pay as a service fee to the Union an amount equivalent to the dues uniformly required to be paid by members of the Union, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in Article V. In the event that an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, as provided in this Agreement, the Board shall, at the request of the Union, terminate the employment of such employee to comply with the provisions of this Article as just and reasonable cause of discharge.
- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Union will notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the employee that a request for discharge may be filed with the Board in the event compliance is not affected.
 2. If the employee fails to comply, the Union may file charges, in writing, with the Board, and shall request termination of the employee's employment.
 3. The Board, upon receipt of charges and request for termination, shall immediately notify the employee that his/her services shall be discontinued at the end of ten (10) days. In the event of compliance at any time prior to discharge, charges shall be withdrawn.
- C. The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

ARTICLE V

PAYROLL DEDUCTIONS

- A. The Board shall deduct from the pay of each employee, from whom it receives written authorization to do so, the amount for the payment of Union dues. Such dues shall be forwarded to the Union no later than twenty (20) days after the deductions were made. A monthly billing including names of employees shall be submitted to the Board by the Union.
- B. The Board shall make deductions for credit union from the pay of each employee from whom it receives a written authorization to do so.
- C. The Board may make other payroll deductions for Board approved programs.

ARTICLE VI

HOURS OF WORK

- A. The Board reserves the right to set the hours of work for all employees covered by this Agreement. A permanent change in the starting time and/or hours worked, except for summer schedules, shall not be made until the Board has given a five (5) day notice to the Union and the affected employee(s). The Board reserves the right to change an employee's starting time.
- B. The Board agrees to pay overtime under the following conditions:
1. Time-and-one-half (1 1/2) shall be paid for any hours worked in excess of forty (40) hours in the employee's regular work week.
 2. Advance notice of overtime shall be given to the affected employee(s) as soon as possible.
 3. Double time shall be paid for hours worked on Sunday. (applies to custodians and mechanics)
- C. Employees required to work on a paid holiday shall be paid time-and-one-half (1 1/2) plus holiday pay for that day if they are entitled to holiday pay.
- D. Employees will be required to notify their immediate supervisor when they are going to be absent from work. The immediate supervisor will be notified, if possible, the night before. Employees must notify their immediate supervisor of their unavailability for work no less than one (1) hour before their regular starting time.
- E. Assignment of additional hours of work will be made according to seniority within each building by job classification, and rotated according to the number of hours of each employee.

Employees eligible for additional hours who refuse the assignment will be charged the same number of hours as the employee who worked the hours. In the event that no employee is willing to work the additional hours, the Administration may secure substitute employees to perform the required tasks. The Administration may deviate from their procedure during emergency situations.

The above does not apply to special events involving cooks from several buildings.

An overtime log shall be maintained in the business office.

- F. Employees shall report at the specified starting time of their shift and shall not leave without permission, until the specified quitting time of their shift (excluding unpaid lunch periods).
- G. A shift premium shall be paid for hours worked between 3:00 P.M. and 6:00 A.M. for all twelve (12) month employees, except that a shift premium shall not be paid for extra hours worked beyond an employee's regular shift if the employee is assigned to a regular daytime shift.
- H. Employees listed in Appendix A shall continue to receive a paid one-half (1/2) hour duty free lunch period. These employees will assist in the scheduling of their lunch period to insure that at least one aide or secretary, other than playground aides, is on site and available for work at the discretion of the building principal each day.

In place of their existing fifteen (15) minute breaks, kitchen employees shall receive two (2), twenty (20) minute breaks each day in lieu of a lunch period.

- I. The work day for all employees shall include one fifteen (15) minute relief period within each 3 1/2 hours worked. Relief periods shall be scheduled, as per prior practice, according to the needs of the building operation. This section shall not apply to bus drivers.
- J. Those employees with the greatest seniority will have preference over hourly shifts.
- K.
 1. Secretaries who currently are twelve (12) month employees will be paid on the basis of 2,080 hours per year as long as they remain in those full time twelve (12) month positions. Any employee hired after July 1, 1982 will be paid for actual days worked plus such holidays and vacation days as provided in this Agreement.
 2. It is understood that twelve (12) month secretaries may be required to work during winter and spring recess periods when requested by their supervisors, although these are not normally work days for these employees.

ARTICLE VII

PAID LEAVES

- A. Each twelve (12) month employee shall be entitled to twelve (12) sick days per year and all other employees shall be entitled to ten (10) sick days per year for the purpose of illness, injury or disability of the employee. Unused sick leave shall accumulate to a maximum of ninety-five (95) days.
- B. The employee may use up to six (6) of the above sick leave days per year (with the approval of his/her supervisor) for serious illness in the immediate family or for emergency illness or accident in the immediate family which requires the employees presence.

For the purpose of this paragraph "immediate family" shall include the employee's spouse, children, parents, step-parents, spouse's parents, grandchildren, and all persons living in the employee's household.

- C. At the beginning of every school year, each employee shall be credited with three (3) days to be used for the employee personal business. The employee shall give two (2) days written notice to the immediate supervisor, except in cases of emergency. These days may be used for any personal business of the nature which cannot be handled at the time the employee is normally not working.

Normally no more than two (2) requests from any classification will be granted on any given day. The Board reserves the right to deny said request if the operational needs of the district merit said denial.

- D. The employee shall be allowed up to five (5) days leave, without loss of compensation, for a death of spouse, children of employee or spouse or parents of employee or spouse. Three (3) days leave shall be allowed for a death of grandmother and grandfather of employee or spouse, grandchildren of employee or spouse, brother or sister of employee or spouse; aunt or uncle of employee; or others at the discretion of the Superintendent or his designates. Such leave will not be deducted from accumulated sick leave.

- E. Employees ordered to jury duty, excluding employees who volunteer for jury duty, shall be paid the difference between the 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.

- F. Upon retirement, employees shall receive payment for one-half of their accumulated sick days. To be eligible for this benefit the employee must be eligible and retire in accordance with provisions of MPSERS, and the employee must have completed at least twelve (12) years of service with the Harrison Community Schools.

ARTICLE VIII

UNPAID LEAVES

- A. A leave of absence without pay and without loss of seniority shall be granted for periods of time not to exceed one (1) year for personal physical or mental illness subject to medical documentation.
- B. Leaves of absence without pay of up to one (1) year shall be granted for the purpose of child care.

Except in cases of an emergency nature, the employee will notify the Board, in writing, thirty (30) days prior to the start of the leave. However, the commencement of said leave shall begin no later than the date of the adoption or the medical recovery of the birth.

The Employee must provide the Board with at least thirty (30) days' notice of intent to return.

The employee may request a return to work prior to the anticipated termination of said leave because of a change of circumstances.

- C. 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 they are deemed beneficial to the Board. Extensions on any leaves of absence may be granted at the discretion of the Board.
- D. Any employee on sick leave who has exhausted his/her sick leave, personal days and vacation time and is not receiving any compensation shall be considered to be on a leave of absence without pay for a period not to exceed one (1) year.
- E. In non-emergency situation, thirty (30) days prior notice shall be given the Board in writing for leaves.
- F. Any employee who does not report back to work by the expiration date as set forth on his/her leave of absence notice, or who does not receive an approved extension, except as herein provided, will be considered to have terminated his/her employment.

- G. The above leaves may be extended upon written application of the employee with advance approval of the Board prior to the expiration date.
- H. Upon return from a leave of absence of one year or less the employee shall be returned to his/her former position. Upon return from a leave of absence of longer than one year, if the leave was the result of illness or disability, the employee shall return to a position to which his/her seniority entitles him/her. Upon return from a leave of absence of longer than one year, if the leave was not the result of illness or disability, the employee shall return to an available, unfilled position.

Any employee displaced as a result of a bargaining unit member returning from a leave of absence shall be placed in a position to which his/her seniority entitles him/her.

- I. An unpaid time period of up to and including five (5) days per year may be granted by the immediate supervisor. These days are not cumulative. Only one request per person per year will be granted. The intent is that an individual will be absent once for use of these days which could result in the use of one or more days consecutively up to the maximum of five (5). The employee's request to use these days will be presented to the supervisor at least one (1) week prior to the intended date of absence.

ARTICLE IX

DISCIPLINE

- A. No employee shall be disciplined without just cause. Due process shall be followed in all discipline cases.
- B. The responsibility of discipline and/or discharge of employees is vested entirely in the Board or its designated representatives.
- C. The Board shall submit written notification of any discipline or discharge of a seniority employee to the Union within five (5) working days of such action.
- D. The discipline or discharge of a probationary employee is not subject to review through the provisions of article XVII Grievance Procedure.
- E. The Board may maintain a permanent disciplinary record in the employee's personnel file.
- F. In any case of discipline or discharge, the employee shall have the right to Union representation at any meeting or hearing scheduled for the purpose of discipline or discharge, at the employee's request.
- G. Before any reference to or the actual complaint from a student, parent, or any person except administrators is entered into an employee's personnel file; it must be brought to the attention of the employee within (15) fifteen work days of the complaint. The employee shall be permitted to attach a written response to any complaint placed in the personnel file.

ARTICLE X

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 the material. The employee may submit a written notation regarding any material, and the same shall be attached to the material in question. If an employee is requested to sign material to be placed in his/her file, signature thereon shall be understood to indicate his/her awareness of the material, but in no instance shall signature be interpreted to mean agreement with the material's contents.
- B. All employees shall have the right to review the contents of their personnel files, with the exception of any confidential information such as letters or recommendation obtained at the time of hiring.
- C. Administration shall provide each employee with an accounting of his/her accumulated sick leave, vacation time, and personal business leave by October 30th of each year.
- D. Effective September 1, 1986 each employee shall be informed on a bi-weekly basis of his/her accumulated sick leave and vacation time. This information shall be included on the regular payroll stub. The official record shall be the employee's attendance record maintained in the Central Office.

ARTICLE XI

TRAINING AND EDUCATION

- A. The Board will pay an amount equivalent to the regular hourly wage for attendance at compulsory bus driver safety education classes or mechanic training sessions. (Compulsory is defined as those classes required by the local district.) Drivers will be paid mileage as per Board policy for personal car use while attending make up classes, only if the driver was unable to attend regular classes due to a bus driving commitment for the district.

- B. The Board will pay an amount equivalent to the regular hourly wage for attendance required by the local district at any training sessions for custodians, secretaries, aides, clerks, or food service personnel. The Board will pay mileage as per Board policy for required travel to such sessions and for any other required travel.

ARTICLE XII

EQUIPMENT AND CLOTHING

- A. Employees working in areas where there is a danger of head injury from impact, or from falling or flying objects, or from electrical shock and burns, shall be required to wear protective helmets. Protective helmets will be furnished by the Board.
- B. Employees shall be required to wear eye and face protection when machine or other operations present potential eye or face injury from physical, chemical or radiation agents. Protective glasses, goggles and face shields will be furnished by the Board.
- C. Uniforms shall be furnished to the mechanics, outside maintenance personnel, and custodians. Custodians shall receive seven (7) shirts and seven (7) pants each week that must be worn.
- D. Rain jackets shall be provided for bus drivers of bus routes specifically designated for special education.
- E. Any safety hazard or dangerous situation that is reported to the Administration shall be investigated as soon as possible.

ARTICLE XIII

VACANCIES

- A. A vacancy shall be defined as:
1. A newly created position.
 2. An existing permanent position that is not filled.
- B. Vacancies within the bargaining unit shall be posted in a conspicuous place in each building of the school district during the regular school year for a period of seven (7) calendar days. The following format will be used to advertise such vacant positions:
1. Classification;
 2. Qualifications as per job description;
 3. Rate of Pay.
 4. Number of normal weekly hours;
 5. Probable job site.
- C. A copy of summer postings of job openings shall be mailed promptly to the Association President and to the seven (7) building representatives as designated by the Association President. The list of representatives will be presented by May 15 of each year of this contract.
- The Employer will provide a form, at the Superintendent's office, on which an employee must indicate their interest in a specific position by June 1 of each school year. If a vacancy occurs during the summer in that position(s), the employee shall also be mailed a copy of the summer posting if they have filed the annual form.
- D. Any employee may apply for a vacancy by submitting a written request to the Superintendent or his designated representative within the posting period.
- E. Positions shall be filled by qualified employee applying for the position with the most seniority within the classification.
- F. When there is no applicant within the classification, qualified applicants (as determined by the posted qualifications), from other classifications shall be considered before the position is filled outside the bargaining unit.

When two or more equally qualified employees apply for the vacancy, the employee with the most District seniority shall be granted the position.

- G. The Board shall make every attempt to fill the said position within ten (10) working days.
- H.
 1. If an employee takes a leave of absence that lasts more than one year, the District shall post that employee's position as a special vacancy.
 2. Employees within the classification may apply for the special vacancy if they have fewer hours than the posted position. The most senior qualified employee shall be awarded the vacancy.
 3. The position vacated by the employee awarded the position in # 2 above shall be filled by a substitute until such time as the employee on leave, referenced in # 1 above, returns to work, or retires/resigns.
 4. Return from leave shall be in accordance with Article VIII, B.
- I. A temporary vacancy shall be defined as a position which the District has reason to believe will not extend for more than forty-five (45) school days. Said temporary vacancy may be filled by a temporary employee. When the District becomes aware that the position will extend more than forty-five (45) days, the position shall be posted and filled in accordance with this Article. If the temporary employee is the successful applicant for the vacancy, he/she shall be given one day's credit toward the fulfilling of the probationary period for each day he/she worked as a temporary employee in the temporary vacancy.

ARTICLE XIV

SENIORITY, LAYOFF AND RECALL

- A. Seniority shall be defined as the length of continuous service with the Board within each job classification as listed in Article XXVI. It shall be calculated from the date of hire in a full-time regular position but under no circumstances shall seniority accrue until an employee has served his probationary period. If the probationary period is satisfactory, seniority shall be retroactive to the date of hire as regular employee.
- B. An employee shall lose all seniority should he/she not return from a leave, retire, resign or be discharged for cause.
- C. A new employee shall be considered to be probationary until he/she has completed forty-five (45) working days of service with the Board.
- D. Should the Board determine the need for any layoff of personnel, reductions shall be by seniority within each job classification (ARTICLE XXVI) retaining the most senior employee. The Board shall endeavor to provide as much advance notice as possible, in no case less than ten (10) working days, to each employee who may be subject to layoff.
- E. Within each job classification (ARTICLE XXVI), probationary employees shall be the first laid off; those with the least seniority shall next be laid off until the reductions have been completed.

It is understood that there shall be no unnecessary position changes within a job classification.

- F. Employees who are transferred by the Board to another job classification shall retain but not accrue seniority in their initial classification, and shall begin accruing seniority in the new classification from the date of transfer. When an employee is transferred to a new classification, the employee shall be placed in the new classification, on the corresponding salary step. In the event of layoff any employee who may be subject to layoff may transfer back to his/her previous job classification provided whether a position is open, or a less senior employee can be "bumped".

- G. Should vacancies occur in any job classification, laid-off employees from that classification shall be recalled on the basis of seniority.
- H. Any employee who becomes subject to a transfer as result of a layoff may transfer back to his/her previous job position provided the position is open.

Should vacancies occur in a job classification and all laid-off employees in that classification have been recalled, but employees from other classifications remain on layoff, qualified employees (as per job description) from other classifications who remain on layoff shall be offered the position in line with their seniority.

- I. It shall be the responsibility of the employee to notify the Board of any change of address. Notice of recall shall be sent by certified mail to the employee's last known address. If the employee does not report to work within seven (7) work days of receipt of this notice, he/she shall be considered to be a voluntary quit.
- J. Employees on layoff shall accrue no additional seniority, but shall have their seniority frozen up to a maximum of twenty-four (24) months, after which the employee shall be terminated.
- K. A seniority list, by job classification as listed in Article XXVI, shall be maintained by the Board and shall be transmitted to the Union president by October 15th of each year.
- L. The initial seniority list must be approved by the Board and by the Union and thereafter shall only be supplemented by the addition of new employees and deletion of employees no longer employed by the Board.

ARTICLE XV

HOLIDAYS

- A. All regular twelve (12) month, full-time employees shall be paid for the following holidays, provided the holiday falls on the employee's regular work day (Monday-Friday).

Labor Day	Thanksgiving Day and Friday after
Christmas Day	New Year's Day
Christmas Eve Day	New Year's Eve Day
Memorial Day	Good Friday
Fourth of July	

- B. To qualify for holiday pay, the employee must work the scheduled work day immediately prior to or scheduled work day immediately following the holiday.
- C. Employees who do not satisfy the criteria outlined in B. supra due to personal illness or death in the immediate family (as specified in this Agreement), shall receive holiday pay. The Board may request verification in writing from a doctor of any such illness.
- D. The opening day of deer season shall be a paid holiday for all regular twelve (12) month employees provided the school calendar provides for this as a non-student and non-staff day.
- E. If Christmas Day, New Year's Eve Day, New Year's Day, or the Fourth of July falls on Saturday or Sunday, the Board shall designate Friday or Monday as a day off with pay.
- F. Secretaries, aides, food service personnel, clerks and bus drivers shall continue to have the same break periods as provided for in the school calendar. Days school is not in session for holiday or seasonal breaks shall not normally be work days for these employees.

ARTICLE XVI

VACATIONS

- A. All regular twelve (12) month, full-time employees covered by this Agreement shall be eligible for paid vacation according to the following schedule:
1. Completion of one (1) year of service - five (5) working days paid vacation.
 2. Completion of two (2) years of service - ten (10) working days paid vacation.
 3. Completion of five (5) years of service - fifteen (15) working days paid vacation.
- B. To be eligible for vacation, an employee must have worked eighty-five percent (85%) of his/her regularly scheduled working hours for the qualifying period as defined below (C.) paid leaves shall count as working hours.
- C. Vacation time shall be pro-rated from the date of employment to the first succeeding July 1, and thereafter shall be computed only from July 1 to June 30 each year so long as the individual remains in the employ of the Board.
- D. Vacation time must be scheduled upon approval by the Board or its designated representative in order to assure efficient operation of the school system.
- E. Any employee with at least twelve (12) months of employment with the Board who quits or retires shall receive payment for his/her credited vacation days.

ARTICLE XVII

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation, misinterpretation or misapplication of the terms and conditions of this Agreement.
- B. Representatives for grievance processing shall be selected as follows:
1. The Union shall designate representatives to handle grievances.
 2. The Board designates the supervisor of employees and the Superintendent or his designated representative to act at Level Two as hereinafter described.
 3. Either party may change its representative by written notice to the other.
- C. The term "days" shall mean the day of the week, Monday-Friday, excluding Saturday, Sunday, Legal Holidays and the involved employee's paid vacations which were scheduled prior to the occurrence of the alleged violation.
- D. Written grievances must conform to the following specifications:
1. Must be signed by the Union or grievant;
 2. Must be specific concerning:
 - a. The section or subsection of the contract alleged to have been violated;
 - b. The date of the alleged violation;
 - c. The facts giving rise to the alleged violation;
 - d. The relief requested.
- E. Level One
1. Any employee of the Union alleging a violation of the express provisions of this contract, shall within ten (10) days of the occurrence orally discuss the grievance with the immediate supervisor, with a Union representative present if the employee so requests, in an attempt to resolve the grievance.

2. If no resolution is obtained within ten (10) days of the oral discussion prescribed in E (1) the grievance shall proceed to Level Two.

F. Level Two

1. An original copy of the written grievance shall be filed with the Superintendent or his designated agent within twenty (20) days of the conclusion of Level One. Within ten (10) days of receipt of the written grievance, the Superintendent (or his designated agent), shall arrange a meeting with the grievant to discuss the grievance with a Union representative present if the grievant so requests.
2. Within five (5) days of this meeting the Superintendent (or his designated agent), shall render his decision in writing, transmitting one (1) copy to the grievant, one (1) copy to the Union, one (1) copy to the grievant's supervisor, and one (1) copy in a permanent grievance file in his office.
3. If grievant is not satisfied with the response at Level Two, he or the Union representative shall within ten (10) days of receipt of the Level Two response file a copy of the written grievance, which contains the Level Two decision, with the Secretary of the Board.

G. Level Three

1. Upon proper application as specified in Level Two, the Board shall schedule an opportunity for grievant to present his complaint to the Board at the next scheduled Board meeting or within thirty (30) days.
2. Within ten (10) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold further hearings therein or further investigate the grievance.
3. One (1) copy of the decision of the Board shall be filed with each of the following:
 - a. Grievant
 - b. Grievant's representative
 - c. Superintendent
 - d. Board Secretary
 - e. Union

H. Level Four

Individual employees shall not have the right to process a grievance at Level Four.

1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may, within twenty (20) days after the decision of the Board is received, refer the matter for arbitration to the American Arbitration Association in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, one shall be selected in accordance with the rules of the American Arbitration Association. The rules of the American Arbitration Association shall likewise govern the arbitration proceeding.
2. Neither party may raise at Level Four a new defense or ground not previously disclosed to the other party.
3. The decision of the arbitrator shall be final and conclusive and binding upon the employees, the Board, and the Union, subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed in effect.
4. The powers of the arbitrator are subject to the following limitations.:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify this Agreement.
 - b. He shall have no power to establish salary schedules.
 - c. He shall not bear any grievance barred in this agreement from the scope of the grievance procedure.
 - d. More than one grievance may not be considered by the arbitrator at the same time except upon expressed mutual consent and then only if they are of similar nature.
5. The fees and expenses of the arbitrator shall be shared equally by the Union and the Board.

- I. Should the administrator or Board as specified herein fail to respond within the prescribed time limits, the grievance shall automatically proceed to the next level of the grievance procedure.

- J. Time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- L. Preparation, filing and investigation of grievances shall be done at times other than when an employee or participating Union representative are to be at their assigned duty stations.

Any employee required to take part in a grievance hearing, including arbitration, will be released from duty without loss of pay, when the hearing must be scheduled during said employee's working hours.

The Union agrees to reimburse the Board for the expense of hiring substitutes for employees released at Association request.

ARTICLE XVIII

BUS DRIVERS

- A. A driver shall be responsible for supervising students riding his/her bus. A driver shall report discipline problems to the Transportation Supervisor as required by procedures established by the Administration.
- B. A driver shall be expected to exercise reasonable judgment and care with respect to the safety of students and the use of Board property.
- C. A driver shall be notified of any regular student passenger afflicted with such chronic health conditions as epilepsy, diabetes or heart conditions known to the Administration.
- D. A driver shall submit to an annual physical examination by a doctor designated by the Board.
- E. A driver shall be responsible for acquiring a chauffeur license to be reimbursed by the Board.
- F. A driver shall continue to meet all State certification requirements.
- G.
 - 1. Assignment of regular bus routes shall be made during the fifth week of each school year according to seniority. A less senior driver shall not be "bumped" if he/she was regularly assigned to a route at the end of the previous school year unless a more senior driver time is reduced or his/her route is terminated.
 - 2. Vacancies or additions during the school year shall be filled according to the following procedure:
 - a. The opening shall be posted according to Article XIII.
 - b. At the close of the bidding period a meeting shall be held for all drivers bidding for the posted opening and those interested in opening(s) that may result from the filling of the posted opening.
 - c. The position shall be offered to the highest seniority driver first, then the second in seniority and so on until the job is filled.

- d. Any resulting vacancy shall then be offered to the highest seniority driver first and so on until the job is filled, or no one accepts the resulting vacancy.
 - e. All drivers shall be notified of the meeting in advance. In case of a driver's inability to attend due to illness or other legitimate reason, a signed intent to accept the vacancy if offered may be submitted prior to the meeting.
- H. Bus routes shall be timed by the Administration or its designate(s) by riding the route during the regular pickup or delivery. Route time shall be determined by actual clock hours calculated to the nearest quarter (1/4) hour. Routes may be re-timed by the Administration at its discretion.
- I. A driver shall be paid one (1) hour downtime per day according to his/her hourly rate. Warmup, vehicle care and inspection and daily report will be performed during such time.
- J. A driver shall be responsible for the following vehicle care and inspection:
- 1. Washing exterior of bus.
 - 2. Daily cleaning of interior of bus and cleaning of exterior portions necessary to operate bus safely.
 - 3. Fueling of bus and daily checking of underhood fluid levels.
 - 4. Daily safety inspection.
 - 5. Prompt reporting of all deficiencies, mechanical and/or service needs according to procedures established by Administration.
- K. EXTRA TRIPS
- 1. Substituting: A driver may substitute on kindergarten, special education and vocational education routes by signing up during the month of September of each school year. Assignments shall be made to drivers who know the students and the route by seniority rotation. A driver shall be paid the same time as that of the regular driver of said route.

2. Field Trips: Field trips of three (3) or more hours shall be assigned to drivers who sign up during the month of September of each school year. Assignment shall be by seniority rotation. Field trips of less than three (3) hours will be termed short trips.
 - a. Notice of field trips shall be posted at the bus garage at least forty-eight (48) hours prior to the trip. This requirement may be waived for unusual or emergency reasons. A driver shall state his/her intent to take or pass a trip at least twenty-four (24) hours prior to the trip. Failure by a driver to state his/her intent to take or pass a trip within the required time shall be considered an automatic pass. The Transportation Supervisor, at his discretion may re-assign a trip to the senior driver available and willing to take the run if the driver previously assigned refuses or is unable to drive on short notice.
 - b. In the event that an assigned trip is cancelled, a driver shall be assigned to another trip. If a driver shows up without being notified of a cancellation he/she shall be paid two (2) hours at his/her hourly rate.
 - c. A driver shall be paid his/her hourly rate for field trips. A minimum of two (2) hours shall be paid.
 - d. A driver shall receive no less than his/her regular route.
 - e. A chaperon(s) shall be provided for each bus for field trips.
 - f. If a field trip is scheduled to extend overnight, drivers shall be advanced the cost of overnight lodging. Time paid shall be based on total hours from the beginning of the trip until the end less eight (8) hours for each night spent in a hotel at the destination of the trip and/or each over night spent in a hotel getting to or from the location.
3. Athletic Trips: Assignment of athletic trips of three (3) or more hours shall be made according to procedures established in paragraph 2 and subparagraph a. supra. Athletic trips of less than three (3) hours will be termed short trips.

- a. Cancellation of athletic trips shall be administered according to procedures established in paragraph 2, subparagraph b. supra.
 - b. A driver shall be paid for athletic trips at his/her hourly rate. A minimum of two (2) hours shall be paid.
4. Short Trips: Athletic or field trips of less than three (3) hours shall be assigned to drivers who sign up during the month of September each school year. Assignment shall be by seniority rotation.
 - a. Cancellation of short trips shall be administered according to procedures established in paragraph 2, subparagraph b. supra.
 - b. A driver shall be paid for short trips at his/her hourly rate. A minimum of two (2) hours shall be paid.
5. Ski Practice and Home Ski Meet Trips: The district shall have the right to assign and utilize non-union bus drivers for the purpose of providing bus transportation for the high school ski team to and from Snowsnake Mountain for practice sessions and home ski meets. The administration shall continue to assign regular union drivers to drive for away meets.
6. A driver shall be reimbursed for the purchase of fuel and the actual cost of meals not to exceed six dollars and fifty cents (\$6.50) per meal. Paid receipts shall be required for reimbursement.
7. Nothing herein shall require the Board to schedule any driver more than forty (40) hours per week including regular hours and extra trip hours.
8. Except in case of emergency, a driver with less than one (1) year seniority shall not be assigned to extra trips.

ARTICLE XIX

GENERAL CONDITIONS

A. Inclement Weather and School Closings

1. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God, inclement weather, severe storms, fires, epidemic, health conditions or dispute with employees outside of the bargaining unit. When school is closed for the above stated reasons, employees shall be paid their regular wages. To the extent that such days may not be counted as days of pupil instruction due to laws or regulations of the State of Michigan or its agencies or for computing amounts received in State school aide, then the parties agree that the first six (6) days required to be made-up will be made-up without any additional compensation.

Starting on the seventh (7th) required make-up day employees will receive additional compensation for their regular hours calculated on their current rate of pay. Twelve (12) month employees shall be excluded from this provision.

Days will be made-up according to the official school calendar.

2. a. Secretaries, custodians and mechanics shall make every effort to report within one and one-half (1 1/2) hours of their regular full shift in cases as stated in A.1. supra. If the employee cannot report or cannot report on time, the supervisor shall be notified. Employees will not be docked in pay under these circumstances.
- b. Secretaries, custodians and mechanics will be allowed one (1) day compensatory time for each of the first two (2) days which are not required to be made-up. Compensatory time will not be allowed for the next six (6) days which are required to be made-up. Starting with the seventh (7th) required make-up day these employees will be allowed one (1) day compensatory time per day worked. Such time may be added to their vacation allotment or used as a day off with pay at a time mutually agreeable to the employee and supervisor.

- c. Employees who work any portion of a snow day shall be paid for hours worked on that day in addition to the formula in Section A, 1.
 - d. Employees shall not be charged for a sick day or personal business day if it is scheduled to be taken on a day when school is cancelled due to circumstances described above.
 - e. Compensatory hours which have not been used by the beginning of the school year following the year in which they were earned shall be paid as extra hours on the first pay following the opening of school.
3. If Act 239 (Section 101-3) of 1984 requiring the make-up of cancelled days is repealed by the Legislature and/or declared illegal by the courts so that the District does not have to make-up cancelled days, the provisions of this contract providing for the make-up of cancelled days shall be null and void.

If the Act is amended in any way other than to repeal the make-up of cancelled days, and/or if a court rules on the Act so as to modify it but not repeal the make-up of cancelled days, the parties shall meet to review the changes in the Act and provide needed adjustments.

4. We will agree with the District to explore the use of volunteers to help aides on days of inside recess.
- B. Any employee who must be released from work for mandatory T.B. tests including x-rays shall be paid for such hours and/or runs missed as a result of such tests.
 - C. An employee will be notified concerning any written complaint that is filed against him.
 - D. Any case of assault on an employee shall be reported in writing to his supervisor.
 - E. The Board shall furnish the Union with copies of this Agreement at no cost to the employee. Ten (10) additional copies shall be provided for the Union.
 - F. The Board agrees that non-unit personnel shall not be used to displace employees regularly employed in the bargaining unit (excluding working supervisors).

ARTICLE XX

SAVINGS

If any provision of the Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other conditions and provisions shall continue in full force and effect.

ARTICLE XXI

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board for the life of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement; or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the Board unless executed in writing and the same has been ratified by the Board and the Union. The waiver of any breach, term or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XXII

TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1993.
- B. If either party desires to modify or to terminate this Agreement it shall ninety (90) days prior to the termination date given written notice of modification or termination or withdraw the same prior to the termination date, this Agreement shall continue in full force and effect from year to year, thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current year of termination.
- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union and/or Board.
- D. The effective date of this Agreement is July 1, 1990.

In Witness Whereof, the parties have caused this instrument to be executed by their duly authorized representatives the day and year first written above.

HARRISON COMMUNITY SCHOOLS

HARRISON EDUCATION SUPPORT
PERSONNEL/MEA/NEA

President, Board of Education

President, Harrison ESP
Association

Superintendent, Harrison
Community Schools

Vice President, Harrison ESP
Association

Harrison Board of Education
Bargaining Team:

Harrison Education Support
Personnel/MEA/NEA
Bargaining Team:

Jack Winter, Attorney
Dan Paullin
Judy Prince
Donald Richards
James Garner

Marie Roth
Susan Morse
Cheryl Smith
Bernie Williamson
Mike Rondan
George Sprague
Marilyn Wilson
Tom Ferris, MEA

ARTICLE XXIII

NO STRIKE

- A. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that, during the life of this Agreement, its officers, representatives and members shall not, directly or indirectly engage in or assist in a strike action as said term is defined by the Public Employment Relations Act.

- B. The employer agrees that it will not lock out any employee during the term of this Agreement.

ARTICLE XXIV

WORKING CONDITIONS

- A. The employer shall reimburse the employee for the loss, damage or destruction of personal property which was used on school premises, provided it is not the result of employee negligence and such personal property was required by the employer.
- B. Any alleged unsafe or hazardous work condition reported by an employee shall be investigated and if necessary corrected as soon as possible. The failure to correct any alleged unsafe or hazardous condition may be grieved.

ARTICLE XXV

JOB DUTIES AND EVALUATION

- A. All employees shall receive an appropriate job description listing the responsibilities for their job. Any evaluation of an employee's work performance shall be based solely upon said job description.

- B. All monitoring or observation of the work of each employee shall be conducted in person and with the full knowledge of the employee by the employee's immediate supervisor or another regularly employed administrator of the school district.

- C. If an 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. In no case shall the employee's signature on the evaluation form be construed to mean that he/she agrees with the contents of the evaluation.

ARTICLE XXVI

EMPLOYEE BENEFITS AND SALARY

A. Health Insurance For: All employees

The following benefit dollars will be paid by the Board on the following formula:

<u># of hours worked per week</u>	<u>% of 1990-91 Messa Super Care 1 full family premium</u>
35 or more	100%
30 - 34	90%
25 - 29	80%
20 - 24	70%
under 20	60%

The amount paid for 1991-92 will be 100% of the 1990-91 Super Care 1 full family premium plus up to 10% additional cost. The amount paid for 1992-93 will be 100% of the 1990-91 Super Care 1 full family premium plus up to 20% additional cost. Subject to the formula stated above.

The employee may elect to choose Messa Super Care 1 or the Board Plan.

B. Term Life Insurance For: All employees

\$5,000/AD & D (Board Plan)
Fully paid

C. Dental Insurance For: Secretaries
Custodians
Food Service Site Mgr.
Food Service Prod. Mgr.
Clerks
Mechanics

50/50 Basic Services (Board Plan)
Fully paid

D. Long Term Disability For: All employees

Messa LTD Plan 1
Fully paid

E. Vision For: All employees and families

Messa VSP-2 (employee and family)
Fully paid

F. Annuity For: All employees

Any employee who does not take health insurance coverage, will have the Messa Super Care 1 single subscriber rate paid into an annuity in the name of the employee.

G. Salary For: All employees

1990-91 5% added to all steps of the 1989-90 Salary Schedule
1991-92 5.5% added to all steps of the 1990-91 Salary Schedule
1992-93 5.5% added to all steps of the 1991-92 Salary Schedule

*Longevity step after 10 yrs - 5% (years of service to the District count toward the longevity step payment no matter in what job classification or combination of job classifications the years are accumulated.

H. Special Features For: Affected employees

1. Shift Premium 35 cents/hour
2. Play ground aides will receive an extra three cents (\$.03) per hour.
3. A Secretary who is asked to call substitute teachers shall receive an extra three hundred dollars (\$300) a school year for providing such service.
4. Building secretaries will have the option of continuing their regular pay periods or extending their pay through twenty-six (26) pays.
5. Employees assigned to work in the cafeteria for thirty (30) minutes or more per day shall receive an amount equal to the price of an adult lunch per day.
6. All employees shall be paid for one inservice day per year.

SALARY SCHEDULE

		<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Bus Driver	1	8.83	9.32	9.83
	2	9.28	9.79	10.33
	3	9.53	10.05	10.60
	4	9.80	10.34	10.91
	*	10.29	10.86	11.46
Custodian	1	8.04	8.48	8.95
	2	8.49	8.96	9.45
	3	8.89	9.38	9.90
	4	9.35	9.86	10.40
	*	9.82	10.35	10.92
Mechanic	1	9.67	10.20	10.76
	2	10.13	10.69	11.28
	3	10.45	11.02	11.63
	4	10.92	11.52	12.15
	*	11.47	12.10	12.76
Assistant Mechanic	1	8.56	9.03	9.53
	2	8.89	9.38	9.90
	3	9.28	9.79	10.33
	4	9.67	10.20	10.76
	*	10.15	10.71	11.30
Secretaries	1	7.72	8.14	8.59
	2	8.03	8.47	8.94
	3	8.56	9.03	9.53
	4	9.02	9.52	10.04
	*	9.47	10.00	10.54
Clerks	1	6.14	6.48	6.84
	2	6.53	6.89	7.27
	3	6.98	7.36	7.76
	4	7.57	7.99	8.43
	*	7.95	8.39	8.85
Aides and Food Service Assistants	1	6.01	6.34	6.69
	2	6.41	6.76	7.13
	3	6.87	7.25	7.65
	4	7.44	7.85	8.28
	*	7.81	8.24	8.69
Food Service Production Manager	1	6.27	6.61	6.97
	2	6.79	7.16	7.55
	3	7.27	7.67	8.09
	4	7.78	8.21	8.66
	*	8.17	8.62	9.09
Food Service Site Manager	1	6.21	6.55	6.91
	2	6.73	7.10	7.49
	3	7.18	7.57	7.99
	4	7.72	8.14	8.59
	*	8.11	8.55	9.02

*Longevity step after 10 years - 5% (Years of service to the district count toward the longevity step payment no matter in what job classification or combination of job classification the years are accumulated.

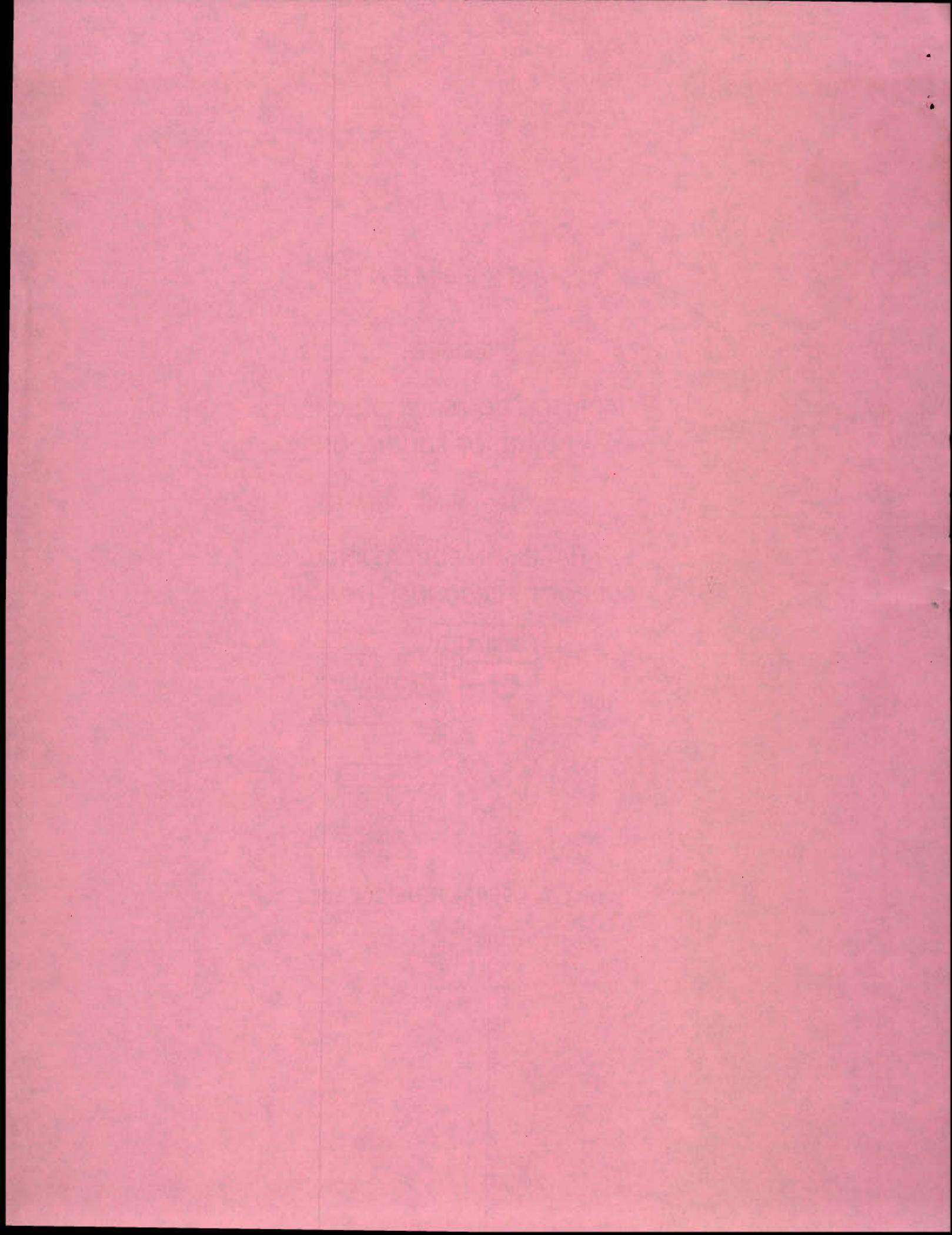
APPENDIX A

CLERKS: S. Heinig
S. Morse

SECRETARIES: J. Ashcroft
L. Black
L. Cooper
C. Coughlin
G. Cuvelier
M. Hoeft
S. Putz
M. Roth

AIDES: J. Anderson
J. Barr
S. Blackledge
R. Bringold
N. Cholody
A. Corlew
C. Dygert
E. Fries
W. Garver
M. Gibson
T. Haley
T. Harcourt
J. Heber
D. Hunt
J. Kellogg
J. LaValle
N. Martin
B. Mathews
M. Mathews
P. Norton
L. Rutledge
J. Sherman
C. Smith
D. Tessman
B. Willis

harris1.esp
harris2.esp
salary



AGREEMENT

between

**HARRISON COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and

**HARRISON EDUCATIONAL
SUPPORT PERSONNEL/MEA/NEA**



JULY 1, 1990 - JUNE 30, 1993