

6/30/93

**MASTER AGREEMENT**

*between the*

**MAPLE VALLEY SCHOOLS**

*and*

**MAPLE VALLEY EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION, MEA/NEA**

**July 1, 1992 - June 30, 1993**

*Maple Valley Schools*

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## AGREEMENT

This Agreement is made this 1st day of July, 1992 by and between the Maple Valley Schools, of Vermontville, Michigan, hereinafter referred to as the "Employer," and the Maple Valley Educational Support Personnel Association/ MEA, hereinafter referred to as the "Union."

### Purpose and Intent:

The general purpose of the Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community depends upon the Employer's and employees' success in establishing a proper service to the community.

### ARTICLE I: RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining as defined in Section II of P.A. 379 of 1965 for the term of this Agreement of all employees of the Employer included in the bargaining units described below:

1. Aide/Paraprofessional
2. Custodial/Maintenance
3. Food Service
4. Mechanics
5. Personal Care Aides
6. Secretary/Clerical
7. Transportation Personnel
8. Health Care Aides

### Excluding:

1. All administrative and supervisory personnel
  2. Comptroller and Assistant Bookkeeper
  3. Secretary to the Superintendent
  4. Substitutes
  5. Professional Staff employed by the Board
- B. The Board agrees not to negotiate with any employee organizations as defined in paragraph A other than the Union for the duration of this Agreement.
- C. The term "employee," when used hereafter in this Agreement, shall refer to all members of the above defined bargaining unit.

- D. The Employer and Union recognize various categories of employees. Bargaining unit work shall be performed only by employees in one (1) of these categories:
1. Full time: An employee who is scheduled to work forty-nine (49) or more weeks.
  2. Regular part-time: An employee who is employed basically for the period of time that students are scheduled to be in session plus possibly a short period of time prior to the opening of the school year for students and after the closing of the school year for students.
  3. After working ninety (90) calendar days in the same assignment, a temporary employee shall be considered a member of the bargaining unit.
    1. The Employer shall notify the Union President in writing that a temporary employee is considered a member of the bargaining unit within five (5) working days of the completion of ninety (90) calendar days in the same position.
- E. All employees shall be probationary for the first ninety (90) calendar days of employment.

#### ARTICLE II: UNION AND EMPLOYEE RIGHTS

- A. Pursuant to the Michigan Public Employment Act, the Board hereby agrees that every employee of the Board covered in this Agreement shall have the right to freely organize, join and support the Association for the purpose of collective bargaining or negotiations. As a duly-elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan or the United States; that it will not discriminate against any employees with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association (Union).
- B. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings, upon notification of the Superintendent, or his/her designated representative.
- C. The authorized representatives of the Union and their respective affiliates shall be permitted to transact official Union business on school property at a time outside of work hours. Any organized transaction of Association (Union) business during regular hours must be with the approval of the building principal or Superintendent providing that this business shall not interfere with or interrupt normal school operations.
- D. The Union shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use, upon notification of the



Superintendent or his/her designated representatives. The Union shall pay for any materials plus any damage to equipment.

- E. The Union shall have the right to post notices of activities on bulletin boards, at least one (1) of which shall be provided in each school building. The Union may use the school internal mail service and boxes for communication to members.
- F. The Board agrees to make available to the Union, in response to reasonable request, all matters of public information concerning the financial resources of the District, and any other information as will assist the Union in developing intelligent, accurate, informed and constructive proposals for negotiations, together with information which may be necessary for the Union to process any grievances or complaint.
- G. The Union shall be given an opportunity to review proposed Board policy affecting employees and present statements regarding the policy to the Board prior to a final vote on said policy.
- H. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to employment.
- I. The provisions of the Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, age, or marital status. Membership in the Union shall not be denied to any employee because of the race, creed, sex, marital status, or national origin.
- J. The Union may appear on the printed agenda of a Board meeting for the purpose of addressing the Board by filing a written statement of such intention and appropriate informational materials with the President of the Board or the Superintendent of Schools not later than eight (8) days prior to the date of the meeting.
- K. Members of the Union elected to attend a function of the State Association such as conventions or educational conferences shall be allowed time off with pay to attend such conferences and/or conventions; provided, the Association shall reimburse the District for a sub, if used. No more than three (3) members shall be allowed to attend such conventions or conferences at any one time.

No more than two (2) members from one classification will be allowed to attend such conventions or conferences at any one time. Notice shall be given the building administrator and Superintendent at least ten (10) working days in advance of the convention or conference.

- L. Members of the Union will be allowed to attend legitimate membership meetings held during their regular work schedule under the following conditions:
  - 1. The missed time is made up during the same shift.
  - 2. The employee needs prior approval from the building administrator to attend meetings during regular working hours.

ARTICLE III: SHOP AND PAYROLL DEDUCTION

- A. All employees, as a condition of continued employment shall:
1. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Union and such authorization shall continue in effect from year to year unless revoked in writing in August of a given year as provided for on the membership form provided by the Union. It is expressly understood that the specific amount of dues may vary from member to member. It shall be the responsibility of the Union to supply the Employer by September 1 annually, a list and copies of any letters from members revoking said deduction authorization. Regular dues shall be deducted together as one (1) deduction in five (5) equal monthly installments, or one (1) lump sum. The Employer will remit to the Union all monies so deducted.
  2. 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 work duties, shall, as a condition of employment, pay a service fee to the Union in the amount determined by the Union provided, however, that the employee may authorize payment through payroll deduction, as provided in A. 1 of this Article. In the event that an employee shall not pay such fee directly to the Union or authorize payment through payroll deduction, as provided in A. 1 of this Article, the Union, pursuant to legally approved methods and procedures, may cause the legally permitted fees to be deducted from the employee's pay upon notice to the Board. It is expressly understood that the specific amount of dues may vary from member to member.
- B. The Union agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of paragraph A above and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Union of all additions, deletions, or change in status of members of the bargaining unit.
- C. The Board shall also make payroll deduction upon written authorization from employees for deductions for jointly approved programs such as credit union and annuities.
- D. The Board will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions, other than to correct such errors. In the event of overpayment, the Union agrees to promptly refund such money as soon as is practical. In the event of underpayment, the Board agrees to promptly submit such money to the Union as soon as practical.
- E. The Union will protect and save the Board harmless from any and all claims, demands, suits and other forms of liability by reason of action or non-action by the Board or its agents for purposes of complying with this Article.

ARTICLE IV: GRIEVANCE PROCEDURE

- A. A grievance shall be a claim by an employee that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and/or written personnel policies directly applicable to wages, hours, or conditions of employment adopted by the Board and may be processed as a grievance as hereinafter provided.
1. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
    - a. The termination of services of or failure to re-employ any probationary employee.
    - b. Any subjective matter involving employee evaluation.
- B. The primary purpose of the grievance procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.
- C. A grievance may be withdrawn at any level without prejudice or record.
- D. The term "days" as used herein shall mean days when school is in session or regular scheduled workdays, excluding holidays.
- E. A written grievance shall contain the following:
1. It shall be signed by the grievant or grievants, or, if it affects the entire Union, the Union representative shall sign.
  2. It shall be specific.
  3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  4. It shall cite the sections or subsections of the Agreement alleged to have been violated.
  5. It shall contain the date of the alleged violation.
  6. It shall specify the relief requested.
- F. In the event that an employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her supervisor, either personally or accompanied by his/her Union representative. This shall be done within five (5) days of when the employee has knowledge of the said violation or occurrence. During vacation periods, two (2) days shall be added.
- G. After the meeting with the supervisor, the grievance shall be filed with the supervisor within five (5) days.
- H. Within five (5) working days of receipt of the grievance, the supervisor shall meet with the Union in an effort to resolve the grievance. The supervisor shall indicate his/her disposition of the grievance in writing

within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.

- I. If the Union is not satisfied with the disposition of the grievance, the grievance shall be transmitted to the Superintendent within ten (10) working days of the meeting. Within five (5) working days of the receipt of the grievance, the Superintendent or his/her designee shall meet with the Union on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Union.
- J. If the grievance is not settled at the preceding step, it may be submitted to binding arbitration. Within ten (10) days of the receipt of the Superintendent's answer, the party choosing to arbitrate must give written notice to the other party. Following this written notice, the parties will meet within ten (10) days to select an arbitrator according to the following procedure:
  1. A panel of arbitrators shall be maintained by the parties. Only arbitrators acceptable to both parties shall be placed on the list. Names of new arbitrators to be added to the list may be proposed at any time by either the Association or the Board.
  2. Each party shall alternate striking one (1) name from the panel of arbitrators until all arbitrators are eliminated except one (1). The arbitrator shall be selected for hearing the grievance.
  3. The parties will alternate the initiation of the elimination process with each successive grievance.

Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

Should either the Board or the Association wish to terminate the use of the preselected panel arrangement for selection of grievance arbitrators, the party wishing to terminate the panel shall give one (1) year's notice to the other party. Prior to formation and/or after termination of the panel selection arrangement, selection shall be through the American Arbitration Association and subject to its rules.

K. Miscellaneous

1. Neither the Board nor the Union shall be permitted to assert, in such arbitration proceedings, any grounds or to rely on any evidence not previously disclosed to the other party.
2. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement.
3. The decision of the arbitrator shall be final and binding upon the parties subject to the right of either party to judicial review.

4. Should the Board challenge the arbitrability of a grievance, the arbitrator shall be asked to rule first on the arbitrability of the grievance.
  5. The arbitrator shall interpret state and federal law only to the extent that s/he finds they affect the grievance on which s/he has been asked to rule. S/he shall cause to be changed only those rules and policies or actions of the Board which s/he finds inconsistent with the negotiated Master Agreement.
  6. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Union representative or representatives are to be at their assigned duty stations.
  7. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  8. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
  9. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall assume its own cost for representation and witnesses.
- L. Association representatives, during their working hours, shall suffer no loss of time or pay during a mutually agreed conference between Union members and a supervisor.

#### ARTICLE V: EMPLOYEE ASSESSMENT AND PROTECTION

- A. The purpose of employee evaluation is to assess and improve employee job performance as well as recognize good performance. Employee assessment/evaluation is not to be used as a disciplinary tool.
- B. The Administration through the immediate supervisor is responsible for the assessment of the performance of each employee represented by the Union. Probationary employees shall be evaluated within the ninety (90) calendar day probationary period. A second evaluation shall be made within one (1) year after the employee has completed his/her probationary period. Further evaluations shall be made on a yearly basis. When an employee has transferred and/or is promoted to a different job within his/her present classification, that employee will not be formally evaluated for at least thirty (30) working days.
  1. The immediate supervisor shall meet with the employee to discuss the criteria for evaluation.
  2. The immediate supervisor shall be designated as the evaluator of the employee.

3. All comments on the assessment form shall be specific. The immediate supervisor shall meet with the employee and provide the employee with written and oral assessment of performance. Prior to this assessment presentation, the employee shall be informed of his or her right to Union representation.
  4. Assessments shall be based on job performance from formal observations, but may include day-to-day observations by the immediate supervisor. Assessment criteria shall be primarily derived from job descriptions.
  5. Three (3) copies of the written assessment shall be submitted to the employee, two (2) to be signed and returned to the immediate supervisor and the other to be retained by the employee.
  6. Assessments, written reprimands or complaints shall not be placed in an employee's personnel file without his/her knowledge. Should an employee disagree with the contents of the item being placed in this file, s/he may, within ten (10) work days, have his/her written objections attached to the item.
  7. It shall be the administrator or supervisor's responsibility to provide the employee with notice of any deficiencies noted in his or her performance, and make recommendations or suggestions as to how the employee's performance may be corrected. The administrator or supervisor shall note previously mentioned deficiencies which have not been satisfactorily corrected.
- C. Any case of assault upon an employee while on the job shall be promptly reported to the Employer. The Board shall provide the services of an attorney to advise the employee of his/her rights and obligations with respect to the criminal prosecution of the assailant. The employee shall cooperate with the proper legal authorities in the apprehension and prosecution of the assailant.

#### ARTICLE VI: PROGRESSIVE DISCIPLINE

- A. No employee shall be disciplined including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges or other actions of a disciplinary nature without good and sufficient reasons. The Board agrees that when disciplinary action is warranted against an employee, that it will use disciplinary measures which are progressive and appropriate.
- B. An employee shall be entitled to have present a representative of the Union during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

- C. An employee will have the right to review the contents of all records of his/her personnel file, except initial references, confidential information, letters of recommendation. A Union representative may accompany him or her in such review.
- D. Complaints against an employee shall immediately be brought to the attention of the employee. The employee has the right to have a Union representative present at the meeting. The employee may respond verbally or in writing to the complaint.
- E. The immediate supervisor is to use the following procedure as related to disciplinary action.
  - 1. Counseling Meeting of supervisor or principal with employee.
  - 2. Verbal Warning The immediate supervisor informs the employee that this is a verbal warning regarding a particular incident.
  - 3. Written reprimand If the situation is not corrected through the verbal warning process, the immediate supervisor shall provide the employee a written warning within three (3) working days.
  - 4. Suspension If the situation is not corrected through the verbal warning and written warning, the immediate supervisor has the authority to grant a three (3) day suspension without pay.
  - 5. Termination If the situation is not corrected through steps 1, 2, 3, and 4, the matter will be referred to the Board of Education for consideration of termination of contract.

In cases of severe instances of misconduct, action could be taken by the immediate supervisor to suspend the employee without compensation. Such action would not have to proceed through the steps listed 1 through 4.

ARTICLE VII: WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. In the absence of a building supervisor (principal) or designee, employees shall not be held accountable or made responsible for the administration or supervision of the building.
- C. Unless otherwise specified in this Agreement, the Employer shall provide the tools and equipment necessary to do assigned work. Mechanics

are to furnish their own set of tools which will be used in connection with tools also supplied by the Board. The Employer shall provide insurance on tools of employees required for their employment.

- D. Use of physical force is governed by the Michigan law regulating the use of corporal punishment by school employees.
- E. No employee shall be required to dispense or administer any medication without adequate training. Employees shall follow Board policy during issuance of medication.
- F. The Employer shall provide without cost to the employee the following:
  - 1. Provide four (4) uniforms, replaced as necessary.
  - 2. Approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices, and will equip all new busses with two-way radios.
  - 3. Reimbursement to bus drivers for required training, testing, physical examinations, new or renewal of a license.
  - 4. Anytime the Employer requires an employee to visit a physician, the cost not covered by insurance will be reimbursed by the Board.
- G. For purposes of this Agreement, the term "immediate supervisor" shall be based on the employee's classification:

| Employee Classification  | Immediate Supervisor           |
|--------------------------|--------------------------------|
| 1. Custodial/Maintenance | Dir. of Trans., Facilities.... |
| 2. Secretary/Clerical    | Building Principal             |
| 3. Aide/Paraprofessional | Building Principal             |
| 4. Bus Driver/Mechanic   | Dir. of Trans., Facilities...  |
| 5. Food Service          | Building Principal             |

ARTICLE VIII: WORK YEAR, WORK WEEK, WORKDAY

- A. The normal work year for school term employees shall be the school year meeting all state requirements for student attendance. Secretary work year shall be a maximum of three (3) additional days if agreed to by the principal for 1989-90 school year. This issue shall be revised for 1990-91 and 1991-92 school years. Some employees work additional days, and some work on a twelve (12) month basis.
- B. The normal work week for all employees is Monday through Friday.
- C. The normal workday for the following classifications is as follows:
  - Aides: Normal hours for most aides who are employed on a seven (7) hour workday shall be 8:00 a.m. to 3:30 p.m. There will also be aides working on a part-time basis.



The aide shall be permitted to work a flexible schedule so his/her work hours more directly coincide with the teacher's work day. Said flexible work scheduling shall not result in overtime payments. The aide's lunch time shall be equal in length to the teacher's by building.

Custodians: 6:30 a.m. to 3:00 p.m. and 3:00 to 11:30 p.m.

Summer Hours: Custodians may work 6:00 a.m. to 5:00 p.m. four (4) days a week. The four day summer schedule is only possible if work is covered, deliveries are received as scheduled, buildings are checked, and the time over eight (8) hours is exempted from overtime. If an employee works more than ten (10) hours a day or forty (40) hours a week, the hours over constitute overtime.

Bus Garage Maintenance: 6:00 a.m. to 5:00 p.m. normally comprising eight (8) hours per day.

Summer hours to be eight (8) hours with the time to be mutually established and agreed upon.

Secretary/Clerical: Between 7:00 a.m. and 4:00 p.m. normally comprising a maximum of 7-1/2 hours per day.

Kellogg: 8:00 a.m. until 3:30 p.m.  
Fuller: 8:00 a.m. until 3:45 p.m.  
Maplewood: 8:00 a.m. until 4:00 p.m.

High School: One secretary 7-1/2 hours per day  
One secretary 7-1/2 hours per day (One (1) secretary arrives at 7:00 a.m.)  
One secretary 7 hours per day

Food service personnel: 7:00 a.m. to 2:00 p.m. maximum - variable per employee  
Cooks are not expected to work parent-teacher conference days  
End of first semester  
Parent-teacher conference day

D. All employees shall be guaranteed a minimum of a thirty (30) minute duty free lunch period. All employees will be entitled to a minimum of two (2) twelve (12) minute relief times to be mutually scheduled except that an employee working less than the normal workday may receive one (1) twelve (12) minute relief time. It is understood that an individual employee and their supervisor may mutually agree to vary lunch and relief times to meet individual needs. Lunch and relief times, due to the nature of the work, shall not apply to bus drivers.

E. Any overtime in a given classification will be covered by the use of an "Overtime Chart," and will be offered to each employee in that classification in rotation. Overtime that is refused by an employee will be charged on the Overtime Chart for the purpose of balancing the

overtime. By mutual agreement employees may exchange positions on the overtime chart.

- F. Employees shall be granted a five (5) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean up.
- G. Employees shall be reimbursed at the rate of twenty (20) cents per mile for mileage when requested to use personal vehicle on the job.
- H. Full-time employees as shown in Article I. D. 1 will be expected to report to work on Act of God Days (snow days).

#### ARTICLE IX: VACANCIES, TRANSFERS, AND PROMOTIONS

- A. Any vacancy which the Board intends to fill will be posted within thirty (30) working days. A vacancy shall be defined as a newly created position or a position vacant because of the resignation, retirement, transfer, termination or death of the person assigned to said bargaining unit position.
- B. All vacancies shall be posted in the employee lounge in each building of the District for a period of six (6) working days. The Board shall publicize same by giving written notice of such vacancy to the Union President.

Interested employees may apply in writing to the Superintendent, or designee, within the six (6) day posting period.

Employees desiring to have vacancy notices sent to them during the summer months shall leave their name and address with the Superintendent's office during the last week of the academic school year. General information regarding the position will be provided.

- C. The most senior employee from within the affected classification who is qualified shall be given first consideration should a vacancy occur. Should no employee from the affected classification apply, the most senior qualified applicant from other classifications shall be given next consideration.
- D. At the first Board meeting after the posting period, the Employer shall make known its decision. Each applicant shall be so notified in writing with a copy provided to the Union President.
- E. In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a fifteen (15) work day trial in which to show his/her ability to perform on the new job. The Employer shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to employer standards on the job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment.

- F. Employees shall not be placed on a lower step on the salary schedule (wage scale) due to involuntary transfers within classification.
- G. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.
- H. Any employee asked by a supervisor to temporarily assume the duties of another employee in a different classification will be paid the regular rate for those duties commencing the sixth (6) consecutive working day. An employee's pay rate shall not be reduced as the result of any temporary change in duties.

ARTICLE X: SENIORITY

- A. Seniority shall be defined as the length of continuous service within the school district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one (1) individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots. Seniority list will be maintained by classification.
- B. Regular part-time employees shall accrue seniority as full-time employees. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the district. The second shall reflect his/her most recent date of district employment in one of its classifications. For purposes of this provision, all employees shall be placed in one (1) of the following classifications based on their current assignments. (Employees shall hold seniority, if working in more than one (1) classification each day, for both classifications.)
  - 1. Custodial/Maintenance
  - 2. Secretary/Clerical
  - 3. Aide/Paraprofessional
  - 4. Bus Driver
  - 5. Food Service
  - 6. Mechanic
- D. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within sixty (60) days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union President.
- E. State and Federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.
- F. Seniority shall be lost by an employee upon termination, resignation or retirement.

ARTICLE XI: REDUCTION IN PERSONNEL, LAYOFF, RECALL

- A. Layoff shall be defined as a necessary reduction in the work force due to shortage of funds or enrollment decline.
- B. Prior to any layoff notice, representatives of the union and the Employer shall discuss pending layoffs. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) days prior to the effective date of the layoff.
- C. In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees, then the least senior employees in the affected classification. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly created position.
- D. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position in their classification for which they are qualified, which is held by the least senior employee.
- E. In the event of a reduction in the work hours in a classification, an employee may claim seniority over the least senior employee in that classification for maintaining his/her normal work schedule, provided he/she has greater seniority than the employee he/she seeks to replace. In no case shall a reduction of any employee's work hours take effect until the Employer gives ten (10) work days' written notice to the affected employee(s).
- F. A laid-off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer in compliance with the rules of the insurance carrier.
- G. Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified. Any employee who has served more than sixty (60) working days in a classification shall be deemed qualified for a position in that classification.
- H. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period.

- I. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall be treated as a resignation.
- J. Employees shall not be required to accept recall to a classification other than that from which they were laid off.

ARTICLE XII: WORK DUTIES AND COMPENSATION

- A. The basic compensation of each employee shall be as set forth in Schedule A. When transferring from one (1) classification (hired as per Article IX) to another, the employee will retain their level (2, 3, 10 yrs., etc.) on the new pay scale. Years of seniority in the District will coincide with the years on the pay scale except for new employees granted additional years of experience by the Superintendent as per Schedule A of this Agreement.
- B. The following shall apply to all overtime work.
  - 1. Time and one-half will be paid for all hours worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week. Such overtime shall be approved in advance by the immediate supervisor. Any food service, teacher aide/paraprofessional, secretary/clerkical employee called to work outside of the normal workday as defined in Article VIII, shall be paid at the rate of time and one-half.
  - 2. Time and one half will be paid for all hours worked on Saturday, Sunday and holidays. Such overtime must be approved in advance by the immediate supervisor.
  - 3. Paid leave shall count toward hours worked when computing regular hours.
  - 4. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the employee. Such compensatory time shall be at time and one half and must be used in accordance with the law.
- C. Job duties shall be cited in this Agreement.
- D. Work Duties and Compensation

Regular drivers will be assigned as substitute drivers for each kindergarten route, special education routes, summer school routes, and vocational routes. Each special education and vocational route will have a separate substitute. Seniority (high seniority first) shall be the basis for determining the assignment of the aforementioned positions. It is the responsibility of the substitute driver to become knowledgeable of the route involved. Substitute drivers for special education routes shall attend drivers classes (written proof of successful completion) before driving said route. The Director of Transportation, Facilities and Equipment may drive if the substitute driver is not available to drive the

route. A list of other substitutes shall be established. Assignment of said substitutes shall be by seniority and on a rotating basis. Acceptance or refusal of an assignment moves that substitute to the bottom of the list.

E. Bus Driver Work Duties

1. Definition of trip: A trip is a run (1 bid). Runs are as follows:
  - A. Regular Elementary (AM, PM)
  - B. Shuttle
  - C. Kindergarten
  - D. Vocational
  - E. Special Education
  - F. Extra Trip (including bomb threats)

There is no pre-determined combination of the aforementioned runs. Each type of run is a separate responsibility. Bargaining unit members can combine runs any way that is appropriate and feasible.

2. Run Selection:

- a. At the beginning of this contract all regular (not substitutes) drivers will maintain their present run or combination of runs. As a result of vacancy (as defined), reduction or addition of a run or runs driver may bid (as defined in 2. c. below) and change their present position.
- b. If a vacancy is a combination of types of runs, the runs can be bid on separately or together. Drivers may use their seniority to bid on the vacant run or runs.
- c. Bidding is the process which drivers fill vacancies (as defined in Article IX, section A) or maintain their existing number of runs.

If a vacancy occurs, the posting shall be placed in every work place. Drivers interested (special ed. requires qualifications prior to bidding) in bidding for positions shall attend the meeting called to do so. If not in attendance, a driver shall forfeit their right for that bidding. All drivers shall have an opportunity to bid on the vacancy or created vacancies. The driver bidding with the most seniority (as defined in Article X) shall be awarded the run. If a run still is open after this procedure, the vacancy shall be filled as prescribed in Article IX.

If a driver's run(s) have been reduced that driver may bid on a run of a driver with less seniority than them in order to make up for their reduction. The objective of this procedure is to ensure maintenance of the existing number of runs for the most senior employees.

F. Extra Trip Assignments

Extra trips shall be assigned on a seniority (as defined in Article X) based rotation. The rotation list shall start from the top of the seniority list at the start of each school year.

With more than twenty-four (24) hours notice of a trip, every effort will be made to contact the appropriate driver. With less than twenty-four (24) hours notice of a trip, one (1) attempt to call the driver is sufficient.

The driver selected to fill an extra trip assignment will be the driver at the top of the list at the time the assignment is received (trips will be logged). Once a driver has taken or refused (with one exception to be stated later) an assignment they move to the bottom of the rotation list.

If a driver is given less than twenty-four (24) hours notice for an extra trip they have one opportunity to refuse an assignment without losing their position on the rotation list. The Employer shall go down the rotation list until the extra trip has been assigned. If no one volunteers the Employer reserves the right to determine and assign the most appropriate employee to the trip.

The notice of extra trips and the opportunity to fill these trips should be done as early as appropriate.

Summer driving shall operate as follows:

Driving to a program which runs for more than one (1) day in succession shall be assigned by bid. The Vocational and 230-day Special Education programs are excluded.

Day trips shall be assigned the same as the extra trip.

G. Personal Care Aides

1. Provision will be made to have trained persons available to substitute when a Personal Care Aide is absent. General Teacher Aides may elect to be designated as substitutes for Personal Care Aides, from a list developed by the Association from each building. Whenever a General Teacher's Aide subs in this manner, he/she shall be compensated at the rate for the position in which he/she is subbing.
2. Personal Care Aides shall not be required to exceed the following guidelines on lifting.
  - a. One PCA - 0 to 30 pounds
  - b. Two PCA's together - 31 to 60 pounds or one and a lift when possible and safe.
  - c. A lift will be provided to Personal Care Aides to enable them to work with special students within their assignment.
3. Training will be provided to Personal Care Aides to enable them to work with special students within their assignment.

H. Health Care Aides

1. Health care aides shall receive adequate training to correctly perform needed care for the student(s) assigned to them prior to assuming said duties.
2. Adequate protective apparel, including but not limited to, aprons and latex gloves shall be supplied as needed. Additionally, all needed supplies shall be readily available.
3. If any immunizations, special medical tests or exams are required, all costs not covered by an employer-paid insurance program shall be paid by the District.
4. Adequate and appropriate facilities and equipment shall be provided prior to placement of a student in the educational setting.
5. Health care aides shall be provided appropriate medical information about the student(s) who are assigned to them.
6. Health care aides shall not be required to exceed the limits on lifting for personal care aides.
7. The phone number of the physician of each child assigned to a health care aide shall be provided to said aide when appropriate and shall also be maintained on a list in the office of each school to which the child is assigned.
8. Provision will be made to have trained persons available to substitute when a health care aide is absent. If those substitutes are bargaining unit employees, they shall be paid at the health care aide rate of pay.
9. If the student(s) with which a health care aide is working will be absent for an extended period of time (two [2] or more weeks), the aide may be notified that his/her services will not be needed. In such a case, the aide shall receive at least five (5) work days' notice of being placed on unpaid leave for the duration of the absence of the student(s).

ARTICLE XIII: VACATIONS AND HOLIDAYS

- A. Two (2) weeks [ten (10) days] with pay is given any employee who works full time as shown in Article I, (D-1) and said employee has completed one (1) full year of employment. If the employee under Article I, (D-1) has not been employed for a complete year, vacation days are pro-rated based upon percentage of the school year employed.
- B. After five (5) years of continuous employment in said position or related position within the Maple Valley Schools, said employee shall gain one (1) day's vacation per year up to fifteen (15) years. After fifteen (15) years the employee shall receive four (4) weeks paid vacation. The number of employees on vacation at the same time is to be limited and approved in



advance by the immediate supervisor. Said employee shall apply for vacation time at the beginning of each fiscal year. The application shall be acted upon by the immediate supervisor within twenty (20) days. Consideration will be given seniority within classification providing all applications affected are filed within the approval application time period. In the event a school calendar is not approved by the beginning of the fiscal year, consideration will be given changes in vacation time requests through mutual agreement of the parties involved.

- C. For purposes of this Article, a work week shall be defined as a five (5) consecutive day period consisting of days actually worked, paid holidays, paid leave days and excluding vacation and other days not worked.
- D. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation may be rescheduled at his/her request. Said employee shall not lose earned vacation time.
- F. Holidays

1. All full-time employees as shown in Article I, (D-1) shall have the following days off with pay.

1992-93

|                                              |         |
|----------------------------------------------|---------|
| Labor Day                                    | Sept. 7 |
| Thanksgiving Day                             | Nov. 26 |
| Day after Thanksgiving                       | Nov. 27 |
| Christmas Eve                                | Dec. 25 |
| Christmas Day                                | Dec. 25 |
| New Year's Eve                               | Dec. 31 |
| New Year's Day                               | Jan. 1  |
| Good Friday (unless school is<br>in session) | Apr. 9  |
| Memorial Day                                 | May 25  |
| Fourth of July                               | July 5  |

- 2. All regular part time employees as shown in Article I, D. 2., shall receive pay for all holidays during the school year as outlined above (excluding Christmas Eve and New Year's Eve). Said employees shall be paid for the Fourth of July if they are scheduled to work prior to and after the holiday.
- G. When a holiday is observed by the Employer while an employee is on allowable sick leave, the holiday will not be charged against the employee's accumulated sick leave and will be considered as time worked.

## ARTICLE XIV: PAID LEAVES

### A. General Conditions

1. The Employer shall furnish each employee with a written statement at the beginning of the school year setting forth the total accumulated sick leave credit for said employee.
2. An employee who has been employed by the District for a minimum of ten (10) consecutive years or more, and who is unable to work because of personal illness or disability (as determined by a doctor which could be assigned by the Board), and who has exhausted all sick leave available shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may be renewed by the Board for one (1) year. The Employer agrees to continue to provide the insurance benefits provided by the Agreement during such leave up to a maximum of one (1) year. The Board may consider such similar action for employees who have worked a minimum of five (5) consecutive years for the school district.
3. Any employee who is absent because of any injury or disease compensable under the Michigan Worker's Compensation Laws shall receive from the Board of Education only the difference between the disability benefits provided by the Michigan Worker's Compensation Law and the regular daily salary. Such payment by the District shall be pro-rated to the equivalent amount of the employee's accumulated sick leave at the option of the employee.
4. In case of death, any unused sick leave shall be paid in a lump sum to the survivor previously named by the employee. Said benefit shall be paid at the rate of \$27.50 a day for full time employees and \$13.75 a day for part-time employees up to a maximum of \$3,500.00.

### B. Illness and Disability

1. Sick leave days shall accumulate from year to year to a maximum of one hundred forty days (140). Twelve (12) month employees shall receive twelve (12) days sick leave allowance per year and regular school year employees shall receive ten (10) days sick leave allowance per year.
  - a. The employee may use all or any portion of his leave to recover from his own illness or disability. In addition, the employee may use up to three (3) days of his/her accumulated sick leave for illness in the immediate family as defined in C-1 of this Article.

### C. Funeral/Bereavement Leave

1. Death in the Immediate Family: The employee shall be granted a maximum of five (5) paid leave days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, and grandparents.

2. The employee may take one (1) paid day per death to attend the funeral of persons whose death warrants attendance with the prior notification of the employee's supervisor. An attempt shall be made to limit this leave and only take part of a day for said funeral whenever possible.

D. Personal Business Days

Two (2) personal business days shall be granted for business which cannot be handled outside the regular working hours with the following provisions. It is expressly understood that these days shall not be granted if arrangements can be made to avoid their use.

1. Unused personal business days shall be added to a bargaining unit member's accumulated sick leave on June 30 of each year.
2. Should personal business days be used improperly, it will result in loss of salary for the day in question.
3. It is understood that a personal business leave day may not be used on the workday immediately preceding or immediately following a vacation day or holiday.
4. Prior approval must be given by the building principal and/or Superintendent. The request must be in writing on an approved form at least three (3) working days prior to the date when the leave is requested. An answer must be provided within two (2) working days after the form is turned into the Superintendent.
5. Prearranged or non-emergency appointments for physical examinations, dental work, and eye examinations shall be charged to personal business leave time.
6. Personal business shall be acceptable reason for matters related to health or legal matters. General reasons will have to be stated in other matters.
7. Not more than two (2) personal business absences shall be approved for the same day within the school system within classification.
8. Examples of unacceptable uses of personal business leave time includes but not limited to the following:
  - a. Recreational pursuits.
  - b. Social functions including wedding activities. Building principal may make special arrangements with night custodians if time involved is made up at another time.
  - c. Other employment.
  - d. Seeking new employment or interviews.

E. There shall be no deduction of salary for legal compulsory absence from work for jury duty or when subpoenaed to attend. The employee shall receive full daily salary with the jury pay being returned to the Board of Education less meal expenses when not provided by the court.

F. Reserve/National Guard Duty

Leaves of absence may be granted to employees who are active in the National Guard of a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty.

ARTICLE XV: UNPAID LEAVES

A. General Conditions

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. During said leave seniority shall not be diminished.
2. Request for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable.
3. An employee returning from a leave of absence shall be reinstated to a comparable position he/she held when the leave began. At least thirty (30) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.

B. Unpaid leaves of absence may be taken for the following purposes:

1. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation law, is physically unable to report for work shall be granted a leave of absence for a reasonable period of time not to exceed one (1) year, provided s/he promptly notifies the Employer of the necessity thereof and provided further that he supplies the Employer with a statement from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. Leaves of absence for periods in excess of one (1) year may be granted in the Employer's discretion. The Employer may require said verification of necessity by a doctor assigned by the Employer.
2. A leave of absence may be granted to an employee for the purpose of child care. The object child of the leave may be prenatal; a newborn infant; a newly adopted child; a child suffering from a crippling, terminal or serious accident or illness.

- a. Said request shall specify the beginning and anticipated ending dates of the leave and, where applicable, be accompanied by a doctor's verification of the nature of the child's illness.
  - b. In case of leaves for illness, injury or child care, the Board agrees to continue the employee's health insurance coverage for the duration of the approved leave provided the employee has been employed continuously by the Board of Education for a minimum of five (5) years.
3. The Board, at its sole discretion, may grant a leave of absence for other reasons.

#### ARTICLE XVI: NEGOTIATIONS PROCEDURES

- A. This Agreement may be extended only by mutual, written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment at least thirty (30) days prior to the expiration of this Agreement.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts. Individual contracts shall be made expressly subject to the Master Agreement that is concurrent with said individual contract.
- D. Any new position which may be a part of the bargaining unit covered by this Agreement which cannot be properly placed in an existing classification shall be open for negotiations by both parties.

#### ARTICLE XVII: ANNEXATION, CONSOLIDATION, OR OTHER REORGANIZATION OF THE DISTRICT

In the event the Maple Valley School District is reorganized through either annexation or consolidation, the Board will assure the continued employment of the employees with the rights and benefits contained in this Agreement to be recognized by the successor employer.

#### ARTICLE XVIII: MISCELLANEOUS PROVISIONS

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

- B. The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased, or transferred to persons not covered by this Agreement. In the event of financial problems, the parties shall meet and discuss possible operation procedure including consideration of subcontracting work.
- C. Job descriptions for each employee shall be established by a joint committee of the Union and representatives of the Board. Once established, job descriptions will be adhered to by supervisors and employees. Deviation from specific job description requirements shall be recognized only when mutually agreed to by the supervisor and employee.
- D. All employees required to attend inservice meetings or training programs shall be compensated at their regular hourly rate for all hours spent in such meetings outside the regular work hours. For bus drivers, the compensation rate shall be the rate for special run allowance as specified at \$5.37/hour in 1992-93.
- E. The Employer agrees to provide the local President with sufficient copies of this Agreement for all employees and, in addition, sufficient copies for any new employees who may be hired.
- F. With the exception of bus drivers, a premium of twenty (20) cents per hour will be paid to all employees who regularly report to work after 2:30 p.m.

#### ARTICLE XIX: MANAGEMENT RIGHTS

- A. The Board of Education on its own behalf and on the behalf of the electors of the school district, hereby retains and reserves onto itself, without limitation, all powers, rights and authority, conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees as related to the professional employment.
  - 2. Continue its rights and responsibilities for the hiring, assignment and direction of work of employees; continue to determine qualifications of all employees and the conditions for their continued employment or dismissal or demotion; and to promote and transfer all employees.
  - 3. Determine the hours or work, starting times and scheduling of the work force in accordance with local conditions and/or requirements of the State of Michigan.
  - 4. Determine the services, supplies, equipment, facilities, methods, schedules, means and processes for carrying on the general school operations as directed by local conditions and/or the State of Michigan.
  - 5. A physical examination, as a condition of employment, possibly will be required at Board expense.

6. Determine the number and location or relocation of all school facilities.
  7. Determine the placement of operations, service and the source of materials and supplies.
  8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
  9. Determine the size of the management organization; its functions, authority and the amount of supervision necessary to operate the schools in accordance with local conditions and/or the laws of the State of Michigan.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States. The matters contained in the Agreement and/or exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement without mutual approval of both parties.

ARTICLE XX: DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1992 and shall continue in effect through June 30, 1993. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Maple Valley Board of Education

Maple Valley Educational Support  
Personnel Association

Cynthia Wolf  
President

Paulette Strong  
President

Ronald J. Tobias  
Secretary

Kathleen Nisell  
Secretary

Harold Clayson  
Chief Negotiator

Karen Sherwood  
Chief Negotiator

March 3, 1993  
Date

February 15, 1993  
Date



SCHEDULE A - RATES OF PAY AND COMPENSATION INFORMATION

Effective July 1, 1992

|                         | Start  | 1 Yr   | 2 Yrs   | 3 Yrs   | 5 Yrs   | 7 Yrs   | 10 Yrs  |
|-------------------------|--------|--------|---------|---------|---------|---------|---------|
| Mechanic*               | \$9.26 | \$9.69 | \$10.12 | \$10.54 | \$10.96 | \$11.82 | \$13.51 |
| C/M                     | 7.74   | 8.17   | 8.59    | 9.02    | 9.45    | 10.29   | 11.99   |
| Secretaries             | 7.13   | 7.50   | 7.86    | 8.23    | 8.97    | 9.69    | 10.78   |
| Cooks                   | 6.71   | 7.01   | 7.32    | 7.62    | 8.23    | 8.83    | 9.64    |
| Head Cooks              | 6.71   | 7.01   | 7.32    | 7.62    | 8.23    | 8.83    | 9.74    |
| Aides                   | 5.92   | 6.23   | 6.53    | 6.89    | 7.50    | 8.11    | 9.07    |
| Health Care<br>Spec. ** | 5.92   | 6.23   | 6.53    | 6.89    | 7.50    | 8.11    | 9.07    |
| Pers. Care<br>Aides     | 6.02   | 6.33   | 6.63    | 6.99    | 7.60    | 8.21    | 9.17    |

\* See Appendix A - 1 for additional compensation notes

\*\* See Appendix A - 5 for additional compensation notes

There will be a Service Bonus for all unit members who have eleven (11) or more years of service: Number of years X Hourly Rate + \$100.00. The bonus will be received the first payday following the employee's anniversary date of hire.

The Superintendent is entitled to place a new employee on the salary schedule up to three (3) years experience upon completion of the probationary period.

SCHEDULE A-1

COMPENSATION SCHEDULE

MECHANIC

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1992-93

|          |              |
|----------|--------------|
| Start    | \$ 9.26/hour |
| 1 Year   | 9.69         |
| 2 Years  | 10.12        |
| 3 Years  | 10.54        |
| 5 Years  | 10.96        |
| 7 Years  | 11.82        |
| 10 Years | 13.51        |

Mechanic: (a) up to three years previous mechanic experience granted,  
(b) \$.25/hour additional for mechanic's license, or  
(c) \$.50/hour additional for master mechanic license.

SCHEDULE A-2

COMPENSATION SCHEDULE

CUSTODIAL/MAINTENANCE

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1992-93

|          |              |
|----------|--------------|
| Start    | \$ 7.74/hour |
| 1 Year   | 8.17         |
| 2 Years  | 8.59         |
| 3 Years  | 9.02         |
| 5 Years  | 9.45         |
| 7 Years  | 10.29        |
| 10 Years | 11.99        |

Continue to pay an additional \$500.00 per annum to the employee holding the Coordinator position as of April 28, 1986.

|                                                                                                                                                           | 1992-93  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Shuttle Drivers                                                                                                                                           | \$7,603  |
| Per Trip                                                                                                                                                  | 21.00    |
| Regular Elementary Drivers                                                                                                                                | 6,413    |
| Per Trip                                                                                                                                                  | 17.72    |
| Kindergarten                                                                                                                                              | 3,801    |
| Per Trip                                                                                                                                                  | 21.00    |
| Developmental Kindergarten at 50% of Kindergarten rate                                                                                                    |          |
| An additional allowance of \$.36 per mile for routes in excess of 30 miles per the bus maps filed with the Eaton Intermediate School Office.              |          |
| Vocational Route                                                                                                                                          | \$16,317 |
| Special Education - Charlotte                                                                                                                             |          |
| Bonus for full time driving                                                                                                                               | 71.70    |
| Non-shuttle drivers having to make special trips to the high school because of unavoidable delay on regular route receive the same pay as shuttle driver. |          |
| General trip resulting in two trips to the athletic field                                                                                                 | 19.19    |
| Athletic trips or all day extra-curricular trips                                                                                                          | 40.32    |
| Time over 6 hours (per hour)                                                                                                                              | 5.37     |
| Pay for times (athletic trips or all day extra-curricular trips) when it is impossible for the driver to drive the regular route                          | 50%      |
| Trips within the District                                                                                                                                 | 14.51    |
| Trips on Saturday or Sunday less than four (4) hours                                                                                                      | 23.49    |
| Night Shuttle (from HS to elementary buildings)                                                                                                           | 13.66    |
| Day trips starting shortly after school begins in the a.m. and completed before 11 a.m.                                                                   | 18.43    |

Meal allowance in the amount of

5.37

Driver extra trips paid every two (2) weeks.

A substitute driver must drive the route before being eligible for pay for substituting. Merely reporting to the bus garage doesn't justify payment for substitute.

New drivers to receive \$71.70 less than experienced drivers with a minimum of one (1) year's experience driving at Maple Valley.

PHYSICALS: School District will pay up to a maximum of \$57.36 and School District may designate the doctor.

Special arrangements and salary agreement may be made between the Driver involved, transportation supervisory personnel, and Superintendent of Schools, involving any special trips which could not be covered by the general contract. An example of this could be a trip where the bus remains at the destination for a period of time greater than one (1) day. Also, this could include a situation where the Driver takes the students to a destination outside the school district and returns immediately to the Maple Valley District and returns at another time later in the same day to pick up the students.

Special Education routs sometimes vary during the school year which results in an adjustment in amount paid for said route. Said adjustment is based on driver's time and hours. The number of days per week may also vary during the school year. Notice of any change in time and hours will be given to the driver in writing with forty-eight (48) hours of any determination of a needed change and will take effect seven (7) days after such notice. In no case shall a trip rate change unless there is an increase or decrease of one-half (1/2) hour or more for that trip.

ASSISTANT COOKS

1992-93

|          |              |
|----------|--------------|
| Start    | \$ 6.71/hour |
| 1 Year   | 7.01         |
| 2 Years  | 7.32         |
| 3 Years  | 7.62         |
| 5 Years  | 8.23         |
| 7 Years  | 8.83         |
| 10 Years | 9.64         |

HEAD COOK

1992-93

|          |              |
|----------|--------------|
| Start    | \$ 6.71/hour |
| 1 Year   | 7.01         |
| 2 Years  | 7.32         |
| 3 Years  | 7.62         |
| 5 Years  | 8.23         |
| 7 Years  | 8.83         |
| 10 Years | 9.74         |

Head Cooks will receive \$105.00 annually more at the start of the year.

Hours Per Day

|            |             |       |
|------------|-------------|-------|
| Head Cook  | High School | 6     |
| Head Cook  | Maplewood   | 6     |
| Head Cook  | Fuller St.  | 5 1/2 |
| Asst. Cook | Fuller St.  | 4 1/2 |
| Asst. Cook | High School | 5     |
| Asst. Cook | High School | 5     |
| Asst. Cook | High School | 5     |
| Asst. Cook | Maplewood   | 6     |

1992-93

|          |        |
|----------|--------|
| Start    | \$5.92 |
| 1 Year   | 6.23   |
| 2 Years  | 6.53   |
| 3 Years  | 6.89   |
| 5 Years  | 7.50   |
| 7 Years  | 8.11   |
| 10 Years | 9.07   |

Personal Care Aides

1992-93

|          |              |
|----------|--------------|
| Start    | \$ 6.02/hour |
| 1 Year   | 6.33         |
| 2 Years  | 6.63         |
| 3 Years  | 6.99         |
| 5 Years  | 7.60         |
| 7 Years  | 8.21         |
| 10 Years | 9.17         |

Aides work 1,265 hours - 7 hours per day

Health Care Specialists: Health Care Specialists shall receive the basic teacher aides/paraprofessional hourly rate of pay plus the following:

|        |                                                                 |
|--------|-----------------------------------------------------------------|
| \$ .75 | extra for special skills training as approved by administration |
| 1.00   | extra for basic EMT certification                               |
| 2.00   | extra for advanced EMT certification                            |
| 3.00   | extra for a licensed practical nursing degree                   |
| 4.00   | extra for an associate nursing degree                           |
| 5.00   | extra for a specialized nursing degree                          |
|        | <b>EXAMPLE:</b> respiratory therapist                           |
| 6.00   | extra for a registered nursing degree                           |

Up to ten (10) years experience may be paid to staff positions requiring special medical skills.

In the event that it becomes impossible to hire a qualified Health Care Aide at the above rates, the Board reserves the right after notifying the Association to contract with individuals or service companies at rates to be determined by them.

1992-93

|          |              |
|----------|--------------|
| Start    | \$ 7.13/hour |
| 1 Year   | 7.50         |
| 2 Years  | 7.86         |
| 3 Years  | 8.23         |
| 5 Years  | 8.97         |
| 7 Years  | 9.69         |
| 10 Years | 10.78        |

APPENDIX A

GRIEVANCE # \_\_\_\_\_ MAPLE VALLEY SCHOOL DISTRICT

DISTRIBUTION OF FORMS

- 1. Superintendent
- 2. Supervisor
- 3. Union
- 4. Employee

Submit to Supervisor in Duplicate

| Building | Assignment | Name of Grievance | Date Filed |
|----------|------------|-------------------|------------|
|----------|------------|-------------------|------------|

A. Date of alleged violation grieved: \_\_\_\_\_

B. Section, subsection, or policy violated: \_\_\_\_\_

C. Specific facts leading to and reasons supporting grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Relief requested: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
 Signature of Grievant                      Date

LEVEL I

A. Date Discussed with Supervisor: \_\_\_\_\_

B. Disposition by Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
 Signature                                      Date



LEVEL 2

A. Date Received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

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

\_\_\_\_\_  
Signature / Date

C. Position of Grievant and/or Union: \_\_\_\_\_

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

\_\_\_\_\_  
Signature / Date

## APPENDIX B - TERMINAL LEAVE

An employee shall receive terminal leave payment, any accrued unused sick leave per the requirements listed in Article XIV (Paid Leaves), section A-4.

## APPENDIX C - INSURANCE

- A. All full time, fifty-two (52) week employees shall receive Plan A.
- B. Employees regularly scheduled to work at least twenty-five (25) hours per week, at least nine (9) months per year who are not eligible to receive medical health insurance from any other source are eligible for Plan A. The "other source" is defined as a paid for health insurance program paid for by another entity. The number of employees receiving Plan A fully paid by the Board under this provision is not to exceed four (4). If more than four (4) employees are eligible, Plan A fully paid by the Board will be available to those four (4) employees with the highest seniority with the District. Others will be eligible for a Board subsidy equal to the Plan B cost.

Employees believing themselves eligible for this benefit must annually complete a form provided by the Employer. The Employer and the Union shall annually (the last Friday in August) review the application forms and utilizing the criteria found in this section determine who is to receive the benefits so provided.

### Plan A

- Super Care I, MESSA
  - Long Term Disability - 60%
    - 2,500 maximum
    - 90 calendar days - modified fill
    - freeze on offsets
    - alcoholism/drug addictions - 2 years
    - mental/nervous - 2 years
  - Delta Dental - A 01 (75/50/50:500)
  - Negotiated Life - \$10,000 AD & D
  - Vision - VSP-2
- C. Employees not eligible for or not electing Plan A but who are regularly scheduled to work twenty-five (25) hours per week are eligible to receive Plan B.

### Plan B

- Delta Dental - A 01 C75/50/50:\$500
- Vision - VSP-2
- Negotiated Life - \$10,000 AD & D
- Long Term Disability - 60%
  - Remainder same as in Plan A

- \$8.00 per month to utilize for other MESSA or MEA Financial Services, non-taxable options

D. Those employees who are regularly scheduled to work less than twenty-five (25) hours per week are eligible for a pro-rated portion of:

- \$70.00 per month

The pro-ration is directly proportional to the hours worked compared to 25 hours a week. Example: an employee regularly scheduled to work 15 hours a week:

|          |                 |                 |                   |
|----------|-----------------|-----------------|-------------------|
| Example: | $\frac{15}{25}$ | $\frac{60\%}{}$ | \$70.00           |
|          |                 | $\frac{60}{}$   |                   |
|          |                 |                 | \$42.00 per month |

The benefit may be applied to MESSA or MEA Financial Services, non-taxable options.

## GENERAL TEACHER AIDES - PLAYGROUND

1. The general responsibility of any aide is assisting the classroom teacher with general classroom duties and working with the children within the limitations on any non-certified person as set by the State Department of Education. The basic instructional program is the responsibility of the teacher, and only the teacher is certified to conduct the general classroom instructional program. Time involved by an aide in direct supervision of students in the absence of the teacher shall be limited.
2. Aides will be expected to assist other teachers whenever time allows and such sharing of duties is coordinated by the building principal. You will not be expected to assist with secretarial duties in the general office, except in case of an emergency and then for only a very limited period of time. Your basic responsibility is working with the classroom teacher. In general the aide position within the regular school day will be a combined position as aide playground supervisor in some buildings. Such a combined position will be on a written contractual basis.
3. Aides may be assigned general duties outside the classroom by the classroom teacher or building administrator when such duties may be handled during the regular working hours and are related to the general operation of the daily school program. General break time for all aides should be comparable in length of time.
4. This duty may be handled on a schedule related to rotation with an aide possible being on the playground some days and being assigned the lunch room and related supervision duties on other days. The final decision related to assignment of duties remains with the building principal.
5. Library aide does not have to reschedule missed student library classes.
6. Building secretaries have the responsibility of handling accounting of hot lunch money and working out lunchroom sheets.

PERSONAL CARE AIDE -- JOB DESCRIPTION

1. Assist the teacher in implementing the instructional activities.
2. Lift, transfer, toilet, feed and guide students.
3. Supplement the instructional program by working with individual students or small groups under the direction of the teacher.
4. Assist in the supervision, maintenance and discipline of students in all school-related settings.
5. Assist in traffic control in the halls, cafeteria and transportation loading and unloading zones.
6. Assist in the development and preparation of instructional materials and displays under the direction of the teacher.
7. Assist in clerical and record-keeping activities under the direction of the teacher.
8. Assist in the care, clean-up and inventory of instructional equipment and supplies.
9. Carry out all other appropriate responsibilities as assigned by the teacher, principal or special education administrator. Appropriate responsibilities do not include catheterizing, suctioning, tube-feeding and other medical procedures for students.

HEALTH CARE AIDE -- JOB DESCRIPTION

- A. Health Care Aides shall work with specific students as designated in an IEP or as deemed necessary by administration and assist in general classroom duties as assigned.
- B. Duties for each assigned child may include:
  1. Feed/supervising eating
  2. Toileting
  3. Diapering
  4. Catheterizing
  5. Suctioning
  6. Lifting
  7. Accompanying to and from locations within the school setting
  8. Supervision and assistance at recess/during classroom instruction
  9. Other required medical skills
  10. Riding to and from school with student(s)

## HOT LUNCH PERSONNEL

### I. Classification

#### A. Head Cook

A Head Cook will be designated in each building where food is prepared. It is the responsibility of the Head Cook in each building to supervise the hot lunch program in that building.

The Head Cook in each building shall prepare the menu for that particular building. The menu for Kellogg Elementary shall be completed by the Head Cook in the building the food is transported from to Kellogg.

The ordering of food commodities shall be done by the Head Cook in each building.

The Head Cook shall work a regular schedule in the preparation of meals similar to the other hot lunch personnel.

#### B. Assistant Cook

The Assistants will work under the supervision of the Head Cook in each building. General duties shall be worked out between the Head Cook and the Assistant.

### II. General working hours for hot lunch personnel:

A. Contract: Teachers' work year

B. Hours of employment: General hours 8:00 a.m. to 2:00 p.m. maximum. Variable per employee.

C. Cooks will be expected to work all days that teachers are expected to report for work, excepting the following days:

Parent-teacher conferences  
In-service training

Cooks shall be expected to work until 11:00 a.m. or until a time when work is completed on the last day of work for the school year.

Each Head Cook will be paid for one (1) additional hour's work per month for time spent in menu planning, so long as such planning is done in the school building.

## MAINTENANCE AND CUSTODIAL EMPLOYEES

Although a definite separation is not made in the general duties of each employee, the general duties would be covered under the following three (3) areas:

### A. Maintenance

The employee must be familiar with all phases of the general maintenance of school buildings. The employee must have ability to operate, maintain and make adjustments to various types of equipment.

### B. Custodial

The employee must have knowledge necessary for the proper cleaning and maintenance of a school building. The Custodians are directly responsible to the immediate supervisor regarding building operation.

### C. Grounds

The employee must have the ability to operate, maintain and make adjustments to the various equipment used to maintain law, trees and shrubbery and perform other duties connected with the general maintenance of premises outside the building area, including athletic fields.

## GENERAL DUTIES AND RESPONSIBILITIES

1. Responsible for the proper heating, ventilating and lighting of the building.
2. Responsible for the general cleaning according to the cleaning standards of the District. Specific duties listed on Schedule A (page 43).
3. Responsible for the proper care of lawn, shrubs, trees, athletic fields, etc., on all school property as well as cleaning sidewalks and paved areas.
4. Is expected insofar as possible to assume the responsibility for the general repair, maintenance of instructional equipment, heating-ventilating units, lighting, plumbing and other school equipment.
5. Is responsible for other related duties necessary for the efficient operation of the school plant as may be assigned by his/her immediate supervisor. The Head Custodian will work with the school administration in such matters.
6. Responsible for the receiving, storing and proper use of custodial supplies.
7. The Day Custodian in each building is to provide the immediate supervisor a typed report on the building needs, repairs and equipment for the following summer and school year by April 15 of each year.

## CONDITIONS OF EMPLOYMENT

### A. Health

1. The Board of Education may require a physical examination of any applicant for a custodial position. Also, the Board of Education may require a physical examination during the period of employment. Such cost of examination is to be paid by the Board of Education with the maximum cost of such examination not to exceed the annual cost as set by the Board of Education for physical examinations. Employee is to have a TB test in compliance with the State regulations.
2. Any employee absent because of an extended or serious illness or injury shall upon request present to the Superintendent prior to his/her return to service a statement from his doctor indicating that his/her health is satisfactory for return to his/her normal duties.

### B. Salary Payments

Salary payments will be made every two (2) weeks on Friday. Income tax and social security deductions will be made from all pays. Authorized deductions will be taken from general salary for such items as insurance which is paid by the employee.

### C. Working Hours

Custodians are not expected to work on Sunday excepting for school sponsored activities or projects of community benefit. A rotating schedule may be developed by the Custodians to guarantee that all buildings are checked on weekends and holidays covering the period December 1st through March 15th.



GENERAL DUTIES -- SCHEDULE A

1. Be thorough in work.
2. Report misconduct or damage to the building on the part of students to the building principal as soon as possible. In cases of misbehavior on the part of the student, the situation should immediately be brought to the attention of the teacher or adult in charge of the activity.
3. Keep the buildings, grounds, and equipment orderly, clean and neat.
4. In case of problems in maintenance, etc. report these to the immediate supervisor immediately.
5. Call Consumers Power Company immediately upon any indication of gas leakage or odor in any building.
6. Dust furniture in classrooms and hall storage cabinets or display cases along with teacher assistance in dusting.
7. Sweep regular classrooms daily along with emptying wastebaskets, cleaning chalk rail, locking windows, and adjusting shades or drapes.
8. Shop areas are to be cleaned daily or on schedule approved by the immediate supervisor.
9. Sweep halls and corridors daily (twice daily where necessary).
10. Sweep gymnasium or multipurpose areas daily.
11. Wash glass in classroom doors and glass at classroom entrances at least once weekly.
12. Mop toilet areas, locker rooms and kitchen areas daily.
13. Clean toilet bowls, seats and fittings daily.
14. Clean mirrors daily.
15. Clean fluorescent tubes and fixtures at least once a year.
16. Clean and wash windows panes on inside at least three (3) times a year and outside at least twice a year.
17. Clean and wash glass at all outside entrance ways weekly.
18. Clean chalkboard at least once weekly.
19. Clean erasers at least once weekly.
20. Clean and care for tools and supplies as necessary.
21. Put out and take in the flag daily or make certain that this is being done daily. Make these arrangements with the immediate supervisor.
22. Dispose of all rubbish or paper.
23. Assist hot lunch cooks when it is necessary to move heavy commodities.
24. Check playground equipment weekly for safety.
25. Clean screens and vents above the stoves in the kitchens monthly or more often if necessary.
26. Clean and wash furniture annually and whenever necessary.
27. Assist teachers and students in preparation for special activities whenever possible and such action is desirable.

## SECRETARIAL & BOOKKEEPING PERSONNEL

### JOB CLASSIFICATION, GENERAL DUTIES AND RESPONSIBILITIES

The employee must be familiar with all phases of the general secretarial-bookkeeping duties in the office where s/he is employed. The employee must have the ability to operate, maintain, give instructions on machine operation, and make minor mechanical adjustments to various types of equipment. The employee is responsible for the proper cleaning and maintenance of all machines which would include the proper covering of machines at night and during vacation periods. The employee is responsible for the general dusting and cleaning duties in the office areas in cooperation with the custodial staff.

### CONDITIONS OF EMPLOYMENT

#### A. Health

1. The Board of Education may require a physical examination of any applicant for a secretarial-bookkeeping position. Also, the Board of Education may require a physical examination during the period of employment. Such cost of examination is to be paid by the Board of Education with the maxima cost of such examination not to exceed the annual amount as set by the Board for physical examinations. The employee shall have a TB test every three (3) years and file such report with the Superintendent of Schools.
2. Any employee absent because of an extended or serious illness or injury shall upon request present to the Superintendent prior to his/her return to service a statement from his/her Doctor indicating that his/her health is satisfactory for return to his/her normal duties.

#### B. Working Hours

General office secretary at the Jr-Sr High School will not be expected to work on parent-teacher days, inservice training days during the regular school year, and any snow days or other days when school is not in session because of general weather or road conditions, unless stated differently in general agreement.

## SECRETARIES IN PRINCIPAL'S OFFICE

1. Collection and completion of bookkeeping records connected with money related to various school accounts and activities.
2. Assist the building principal in completion of any records that must be completed through that particular office, as well as reports.
3. Complete school lunch reports and file with Superintendent's secretary.
4. Type and handle office correspondence with supervision of principal, or other supervisory personnel, as well as other typing of forms.
5. Check all orders that are received against purchase orders.
6. Answer the telephone and follow through.
7. Assist with handling of mail.
8. Handle the general sale of supplies through a bookstore or machines if such are in operation.
9. Secretarial personnel in the Jr-Sr High School office are to assist the Athletic Director, Counselors and Community School Director in completion of reports, correspondence and bookkeeping duties connected.
10. Assist teachers in preparations of materials with approval of building principal.
11. Assist with preparation of PTO materials and notices.
12. Complete any other duties assigned by the building principal and/or supervisory personnel and such duties as are directly related to the operation of the Maple Valley Schools.
13. Complete all initial enrollment reports in triplicate for each class with all identifying information regarding each student and assist in the membership audit survey.
14. Distribute student insurance forms, collect all returns as directed by principal, record names of applicants in triplicate, and complete all necessary forms in event of injury after the principal has determined the facts related to the injury.
15. Assist in executing fire drills and keeping record of drills.
16. Handle accounts receivable for each student owing money, record each step taken (notices, letters indicating amount due and payments made).
17. Assist principal in completion of field trip reports and parental permission forms.

18. Distribute, collect and handle all forms connected with the county health departments including the fluoride clinic.
19. Student pictures:
  - a. Distribute pictures and general operation under prepay plan.
20. All money is to be deposited daily. Night depository facilities are to be used when necessary. Money is not to be left in the vault or any other place over night and especially over a weekend or vacation period.
21. Assist with any preparation for open house or parent-teacher conferences.
22. Emergency school closing is handled and directed by the principal.
  - a. Inform all teachers exact time of closing.
  - b. Inform all teachers exact time busses will leave building.
  - c. Assist students in contacting parents, neighbors, or relatives to determine what they should do regarding transportation, where they are to go if parents are not at home. (Many parents provide the school and teacher with this information, however, some do not.)
23. Record daily attendance. Inform the principal immediately of any indication that a student might be absent from school other than as an excused absence. Also, inform the principal of any student with excessive absences.
24. Assist with first aid. Refer any injury immediately to the principal if medical care is advisable. Parents are to be notified whenever advisable in the opinion of the principal. Aspirin and prescribed medication will be given only with prior permission of parent, grandparents, or guardian.
25. Make arrangements for parents to pick up students who become ill. In the Jr-Sr High School most of these students will call directly.
26. Preparation of forms for students leaving the school system.
27. Requisition of supplies, workbooks, and textbooks as needed.
28. Preparation of report card for each student and assist with recording of grades if necessary and recording of absences on card when necessary.
29. Attendance membership report.
  - a. A summary report is compiled at the close of each marking period.
  - b. Summary report is filed with the Superintendent of Schools.
  - c. Provide the Superintendent an average daily attendance at the end of each school year.
30. Tabulate and complete bid form sheet for each building covering supply and material requisitions. Keep an inventory of supplies and assist principal in requisitioning supplies for the coming school year.
31. Take inventory of textbooks and workbooks at close of school.

32. Type grade placement lists for fall student placement as directed by principal (elementary grades).
33. Complete weekly reader or similar type of publication order.
34. Check cumulative records for each student along with the principal making sure that all pertinent information has been recorded. Organize cumulative folders with grade placement for all.
35. Collect money for damaged books and related materials.
36. Registration of new students.
  - a. Check registration form, birth certificate, report card, and immunization record. Assist with kindergarten registration as directed by principal.
  - b. Accept fees, complete receipt, record payment.
  - c. Determine which class student will attend of the grade specified. Consult principal in assigning student.
  - d. Check location of home to determine which bus student will ride.
  - e. Explain hot lunch and milk programs, time school begins and dismisses.
  - f. In the elementary grades direct student to classroom and introduce the student to the teacher, if school is in session.
  - g. Complete necessary forms including health forms, new report card.
  - h. Enter student in attendance report giving name and all identifying information.
37. Distribution of textbooks, workbooks, supplies, etc.
  - a. Stamp all textbooks.
  - b. Distribute books to respective teachers with principal's approval.
  - c. All supplies received are checked against orders.
  - d. Supplies are distributed according to teacher approved requisition forms. Remainder of supplies placed in store room.
  - e. Weekly readers or similar publications are checked against order when received, counted and distributed to the teacher.
38. No secretary shall have the responsibility for lunchroom supervision of students or discipline on a regular basis.
39. Secretaries shall have a duty-free thirty (30) minute lunch hour and break.

COMMUNITY ADULT EDUCATION SECRETARY/RETENTION CLERK/EVENING SUPERVISOR  
-- JOB DESCRIPTION

This position requires someone who relates well to people, as well as has telephone, secretarial and supervisory skills.

Hours are flexible. Hours per week range from 10-34 hours. Work is done as needed and not necessarily on regular set hours. While hours may vary from day to day or week to week -- regular hours during the school year are at least from 5:30 p.m. - 10:00 p.m. Monday through Thursday. Works some Fridays and Saturdays.

Hours depend on number of adult education students enrolled in program, and hours could drop quarterly if enrollment drops.

JOB RESPONSIBILITIES

1. Must help recruit students, by phone, mail and personal contact, i.e., home visits.
2. Must continue contact by phone, mail, and personal contacts with students who enroll in program.
3. Must survey students who drop, or complete their program.
4. Supervises evening classes, when director is not in the building.
5. Assists with publicity - i.e., hangs posters in stores, passes out flyers, sends notes and information to people, calls perspective students on phone, etc.
6. Keeps all records on attendance, report, etc., that are required by the state. Is expected to talk with community people in stores, etc. on off hours.
7. Compiles surveys, and works on community survey.
8. Assists in enrollment and registration of students, at all class sites administered by Community Education.
9. Answers telephone, types letters, reports, requisitions, etc., collects money, makes deposits, and inventories books and supplies.
10. Assists teachers with students.
11. Assists teachers who need materials
12. Fills out report cards.
13. Collects time sheets and records time.
14. Will be expected to remain after 10:00 p.m. until all students have rides.
15. May be asked to take students home after class.
16. And other duties assigned by the community education director or superintendent, i.e., helping with senior citizen potluck, serves coffee & cookies at break, cleans up afterward, on call during summertime as needed.
17. May be called on weekends by director, students or teachers.
18. Assists with staff and program evaluation.

This position also requires this staff person to:

1. Demonstrate ability to empathize with the adult without a high school diploma. (Desire an employee who has graduated from an adult education program)

2. Must relate to people on public assistance.
3. Understand adult students and programs efficiently to handle a crisis in director's absence.
4. Demonstrate (through an essay sufficient in length) a knowledge of adults, their concerns, their feelings of being without a high school diploma, problems they, their spouses, their children, and/or family and friends may face because of attending school.
5. Have the ability to speak in front of individuals and groups without diplomas describing in detail the Maple Valley Adult Education program.
6. Demonstrate a willingness to improve on skills needed to serve adults and community people better.

## MECHANICS

### Qualifications and General Conditions:

1. The employee shall have such training and skills as may be required to successfully carry out the requirements of the position.
2. Said employee must be in good general health. Said employee shall have a physical examination and meet the general requirements of all school employees.
3. The employee shall possess a valid chauffeur's license.
4. Said employee shall have had satisfactory experience as a mechanic.
5. Said employee shall provide his/her own personal tools as may be required.
6. The employee shall have good moral habits and be adaptable to working both with adults and children.

### DUTIES OF THE MECHANICS

1. Keep all busses in proper running conditions.
2. Keep accurate records for all bus repair. A separate record must be kept for each bus.
3. Handle the washing of all busses, making certain that clean busses are available for all trips outside the school district and keep all busses in good condition.
4. Recommend to the Superintendent of Schools the busses that should be replaced plus the number of busses that are needed for a satisfactory program.
5. Assist the Superintendent in setting up bus bid specifications.
6. Attend the school bus mechanics' workshops that are held at regional centers when such meetings would be beneficial to bus transportation and safety.
7. Keep complete records of gas used in all school vehicles.
8. Supervise general bus garage custodial requirements.
9. Keep grounds and school bus garage in a neat organized condition.
10. Said employee is responsible for general school bus garage custodial requirements.
11. Said employee is responsible for all minor body work including painting and bumping whenever necessary and advisable.



12. Said employee is responsible for the repair and maintenance of all other school-owned vehicles as well as all busses.
13. Promote a system of preventive maintenance, not major repair.
14. Make a general check of road conditions during bad weather, and make a recommendation to the Superintendent of Schools regarding operation of busses. If the Superintendent should be gone, this recommendation would be made to the designated school administrator. The general check of road conditions may be by driving or checking with drivers or other designated people throughout the school district. The busses shall operate when it is possible for a majority of the busses to make the runs. Possibly at times it will be necessary to change the routes and students will have to walk to meet the bus. Responsibility for checking roads is shared with the transportation supervisor.
15. Organize a program that makes certain that all Bus Drivers report all repair work that is necessary in writing. Promote a program of preventive maintenance.
16. Support all general policies as adopted by the Board of Education.
17. Assist the Transportation Supervisor in general duties where assistance is advisable and necessary.
18. In cooperation with the Transportation Supervisor make recommendations to the Superintendent regarding the employment and release of school bus drivers.
19. Organize the general mechanic work and assign general duties to the assistant mechanic.
20. Handle the purchasing of repair parts and garage supplies. Obtain competitive prices on equipment and parts when advisable.

## SCHOOL BUS DRIVERS QUALIFICATIONS AND GENERAL CONDITIONS

1. Be at least 21 years of age.
2. Training and skills necessary to successfully carry out the requirements of the job.
3. Possess a valid chauffeur's license.
4. Pass a physical examination and any other reasonable physical requirements set by the Board of Education and State Department.
5. Capable of working with students and parents.
6. Capable of meeting all state requirements for school bus drivers.

### DUTIES AND RESPONSIBILITIES OF BUS DRIVERS

1. Follow transportation laws as established by the State Department of Education, State Police and policies of the Board of Education.
2. Consider safety as your major responsibility.
3. The Driver is in direct control of all conduct on the bus. This includes loading, unloading and while in motion. Discipline situations that you cannot handle alone, should be reported immediately to the Transportation Supervisor.
4. Notify the Transportation Supervisor of his unavailability to drive the bus because of sickness or other leave. This should be done at least four (4) hours in advance of time of the bus run. If possible, the Driver should let the Transportation Supervisor know earlier.
5. The Driver is considered a full time driver and is expected to drive all regular runs unless absent for reasons stated in #4.
6. Report any needed repair work immediately to the Head Mechanic. Also, notify him/her of time for oil changes.
7. Supervise students in loading zone to avoid undue pushing and roughness.
8. Remain on the bus when students are loading and unloading. If it is necessary to leave the bus because of student conduct outside the bus, the driver is to stop the bus and remove the key before leaving the bus.
9. Do not allow students to ride on your bus who are not regular riders unless they have a note. Do not allow regular riders to get off at any other bus stop other than his/her regular stop unless a note is provided signed by the parent or guardian.

10. Teach that safety is the responsibility of the passengers also.
11. Do not put any student off the bus excepting at regular delivery place stated by approved note.
12. Driver is responsible to keep the bus clean on the inside at all time. Your cooperation in checking the condition of rear signs on your bus for cleanliness will help promote transportation safety.
13. Report any accident immediately to the Transportation Supervisor as well as the Superintendent of Schools. Police should be contacted in event of any accident. In the event of any accident; complete accident report sheet and give it immediately to the Transportation Supervisor. List names of all children on the bus at the time of accident and children who were injured. Provide first aid supervision.
14. Direct and supervise the seating of students. All students are to remain seated when the bus is in motion.
15. Appear for work with reasonable personal attire. Pride on the job can be shown, not only by the proper dress but personal grooming as well.
16. Support Board of Education policies.
17. Report all infractions of the law to proper authorities and be willing to sign complaints against Drivers as necessary.
18. Attend bus driver school in compliance with State regulations. Drivers are encouraged to attend driver school each year. Reimbursement will be made to drivers who attended eight (8) or more hours of bus driver school or the number of hours as set by the State Department.
19. Bus drivers are not to smoke while students are being transported or on school property while waiting for students to load or unload.
20. Make a complete report to the Transportation Supervisor regarding any misbehavior or difficulty on any field trip or extra trip. The Transportation Supervisor should immediately refer the matter to the building principal when advisable.
21. Contact the parents or guardian involved if the Driver is having difficulty with any particular student on the bus. Such contact with the parent or guardian should be made before any student may be suspended from the bus excepting for any act of physical force against the Bus Driver by any student. Such act of any physical force against the Driver will result in immediate suspension from riding the school bus until the situation is completely resolved.

LETTER OF UNDERSTANDING

between

MAPLE VALLEY SCHOOLS

and the

MAPLE VALLEY EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Effective with the 1989-90 year, Kathy Nichols shall be placed on the seventh (7th) year of the salary schedule. This placement is made in consideration of the withdrawal of the grievance of Ms. Nichols by the Maple Valley Educational Support Personnel Association, which withdrawal shall be without prejudice or precedent.



