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CONTRACT

ADAMS TOWNSHIP SCHOOL DISTRICT

AND

ADAMS TOWNSHIP SCHOOL DISTRICT SUPPORT PERSONNEL ASSOCIATION/MEA/NEA

DAINESDALE MICHIGAN

1985-1987

Adams Township School District

## AGREEMENT

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1985, between the Adams Township School District, hereinafter referred to as Employer, and the Adams Township Michigan Education Support Personnel Association (MESPA) and the National Education Association (NEA), hereinafter referred to as Union.

This Agreement incorporated the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement.

### ARTICLE I

#### RECOGNITION

This Employer hereby recognizes the Union as the exclusive rep- for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the agreement for the following employees:

Including: All regularly employed Full and Part-Time  
Drivers, Driver-Custodian-Maintenance  
Personnel, Head Custodians, Head Maintenance  
Secretarial Staff and Food Service Personnel.

Excluding: Administrators, Supervisor, Confidentials,  
Teacher Aides and all other employees.

Unless otherwise indicated, the term Employee when used hereinafter in this Agreement shall refer to all employees included in the bargaining unit.

## ARTICLE II

### BOARD OF EDUCATION RIGHTS

A. It is expressly agreed that all rights which vest in and have been exercised by the Board of Education, except as provided in this Agreement, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation the right to:

1. Manage the school's business, the equipment and operations, and to direct the working forces.
2. Continue its rights and past practice of assignment, direction and scheduling of work of all of its personnel, but not in conflict with the specific provisions of this Agreement.
3. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedule and standards of operation, the means, methods and processes of carrying on the work, including automation thereof or changes therein and the institution of new and/or changes therein.
4. The right to direct the working forces, including the right to hire, promote, transfer, discharge employees and to determine the size of the work force.
5. Determine the qualifications of employees.
6. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, department, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operation, production, service, maintenance or distribution of work and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures.
9. Determine the size of the management organization, its functions, authority and organizational structure, provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

10. Determine policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.
11. To adopt reasonable rules and regulations.

### ARTICLE III

#### UNION RIGHTS

##### A. Special Conferences

Special conferences for important matters may be arranged between the Union and the designated representative of the Board upon the request of either party.

##### B. Bulletin Boards and School Mails

The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials.

##### C. Use of Facilities and Equipment

With the approval of the Superintendent or designee, the Union shall have the right to use school facilities and equipment when such equipment and facilities are not otherwise in use. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment. Requests for the use of facilities shall be submitted in writing to the Superintendent or designee.

##### D. Furnishing of Information

Employer agrees to furnish to the Union, upon written request, all available public information concerning the Employer and its operation.

ARTICLE IV

EMPLOYEE RIGHTS AND PROTECTION

- A. No non-probationary employee shall be disciplined or discharged without just cause. Such actions against non-probationary employees shall be subject to the grievance procedure as herein set forth.
- B. Each employee shall have the right, upon request, to review the contents of his own personnel file, except confidential references. A representative of the Union may, at the employee's request, accompany the employee to this review.
- C. Upon his request, the employee shall at all times be entitled to have present a Union representative when being disciplined, except when the emergency of the situation demands immediate action.
- D. Employees shall not be required to work under unsafe or hazardous conditions. The Board shall, as in the past, maintain safe working conditions. Employer shall further provide employees with first aid kits and adequate safety equipment including, but not limited to, goggles, shields and filter masks.

ARTICLE V

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Actions taken by the Board with respect to probationary employees including, but not limited to, discipline up to and including discharge.
  2. Any matter involving employee evaluation. It being further understood that no such matter will be used as a basis for future discipline.
- B. The term "days" as used herein shall mean work days.
- C. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
  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 section or subsections of this contract alleged to have been violated;
  5. It shall contain the date of the alleged violation; and
  6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

D. Level One

An employee alleging a violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with his supervisor in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

#### Level Two

A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One. All written grievances shall be signed by the grievant(s) and the Union. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant and the Union.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Union, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievances along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

#### Level Three

1. If the Union is not satisfied with the disposition of the grievance at Level Two, it may within fifteen (15) days after the decision of the Superintendent refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an

arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association.

2. Neither party may raise a new defense or ground at Level Three not previously raised or disclosed at other written levels.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association.
4. Powers of the arbitrator are subject to the following limitations:
  - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  - b. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy or rule made by the Board.
  - c. 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.
- E. The fees and expenses of the arbitrator shall be shared equally by the parties.
- F. Whenever possible, all preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations.
- G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.



H. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

## ARTICLE VI

### LAYOFF AND RECALL

- A. Layoff shall be defined as a reduction in the work force. The Union may request to meet to discuss proposed reductions and the various means to that end.
- B. In the event of a reduction in the work force, the Employer shall first lay off probationary employees, provided there are qualified non-probationary employees to perform the remaining work. If further reductions are necessary, the following criteria will be used:
1. Qualifications
  2. Seniority

Employees whose positions have been eliminated shall have the right to be transferred upon request to the position held by the least senior person for which they are qualified to displace.

No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff.

- C. Employees shall be entitled to recall for a period of two (2) years from the effective date of layoff. Employees will be recalled in the inverse order of layoff to vacancies for which they are qualified. Notices of recall

shall be sent by certified mail to the employee's last known address on file with the District. The notice of recall shall state the time and date on which the employee is to report to work. Employees who fail to respond to the receipt of a recall notice within five (5) business days shall be considered terminated from employment. Employees declining recall shall forfeit any further entitlement to employment.

## ARTICLE VII

### SENIORITY

- A. Probationary Employee: Any employed on a regular part-time or full-time basis for a period of forty-five (45) work days. Should a probationary employee miss any scheduled work days during the probationary period, the probationary period shall be extended accordingly. During the probationary period, the employee shall not be eligible for sick leave or personal leave days.
- B. Seniority: Seniority shall be determined on the length of continuous service to the 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 individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.

Probationary employees shall have no seniority until the completion of their probationary period at which time their seniority shall revert to the first day of work.

Employees transferred to non-unit positions shall have their accumulated seniority frozen.

- C. Seniority shall be lost by an employee upon termination, resignation or retirement.
- D. A seniority list should be prepared and maintained by the Employer. A copy of the list and subsequent revisions shall be furnished to the Union.

#### ARTICLE VIII

#### LEAVES OF ABSENCE

- A. Leaves of absence up to twelve (12) calendar months without pay may be granted in cases of need without loss of seniority. Leaves may be granted for such reasons as settlement of an estate, personal injury or disability, serious illness of a member of the immediate family, temporary termination of the employee's work, an extended trip, "but not for the purpose of obtaining employment elsewhere or for self-employment". Military training leaves regarding full-time employees who belong to the National Guard, Reserves, or similar military organizations will be allowed up to fifteen (15) days' leave of absence without pay when ordered on active duty for training. The Employer agrees to make every effort to have this leave coincide with the employee's accumulated vacation time.
- B. A military leave of absence shall be granted to any employee who is inducted. Similar leaves shall be granted to an employee for military duty in any branch of the Armed Forces during a period of military conflict.
- C. An employee who serves jury duty during his regularly scheduled work day will be paid the difference between the jury duty pay and his regular pay if jury pay is less. The employee agrees to report to work on any day during

which he is excused as a juror prior to 12 o'clock noon. The employee shall, if he expects to receive benefits under this Article, furnish the Employer with a written statement from the court showing the days and time of jury duty and the amount of jury duty or witness fees he was eligible to receive for each day.

- D. Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment will, at the written request of the Union, be granted leave of absence without pay for a period not to exceed two (2) years or the term of office, whichever may be shorter, provided that a suitable replacement can be found for the employee.
- E. An employee who has requested and received an approved leave of absence of thirty (30) calendar days or less shall, upon return from such leave, be given his former job or a job of like status and pay. An employee returning to work from an approved leave of absence of more than thirty (30) calendar days shall be given his former job or a job of like status and pay, unless the Employer's circumstances have so changed to make it unreasonable to do so.
- F. A leave of absence without pay shall be granted for up to one year to an employee for the purpose of infant care within the immediate family. An employee may use sick leave to recover from illness or disability which shall include childbirth and complications of pregnancy.
- G. Applications for leaves of absence must be approved by the Board.
- H. General Conditions  
Any employee who obtains a leave of absence under false pretense or uses the

Leave for purposes other than for which it was obtained shall be subject to immediate discharge.

I. Personal Leave Days

At the beginning of every school year each eligible employee shall be credited with two (2) days to be used for the eligible employee's personal business. A personal business day may be used for any purpose at the discretion of the eligible employee. An eligible employee must notify the superintendant one (1) day in advance except in cases of emergency. Any such business day taken adjacent to a holiday break or the first or last work day of the school year must be applied for at least five (5) days in advance except in cases of emergency, and reason for such leave shall be explained and be subject to approval by the principal or superintendant. One (1) unused personal business day shall be carried over to the following year. Accumulated personal business days shall not total more than three (3) in any school year. If three (3) consecutive personal business days are to be taken, the third such day is subject to approval of the principal or superintendant. Any unused personal leave days are to be credited to accumulated sick leave at the end of each school year.

J. It is further understood and agreed upon that an employee shall be entitled to add one unused personal leave day to his accumulated sick leave if the employee has not used both of his personal leave days during the school year.

K. At the beginning of every school year, the Association shall be credited with three (3) Association days to be used for Association business.

Request for Association days will be made via the president of the Association. Association days will not be accumulative.

#### ARTICLE IX

##### EVALUATION OF EMPLOYEES

- A. All formal evaluations shall be reduced to writing and a copy given to the employee within ten (10) work days of the evaluation. If the employee disagrees with this evaluation, he/she may submit a written answer which shall be attached to the copy of the evaluation in question.
  - 1. When formal monitoring or observation is used by an evaluator, it shall be conducted openly and with full knowledge of the employee.
  - 2. The School District shall work with each employee to correct any designated problem area.
- B. If an employee is asked to sign evaluation placed in his/her file, such signature shall be understood to indicate his/her awareness of the evaluation, but in no instance shall said signature be interpreted to mean agreement with the content of the evaluation.

#### ARTICLE X

##### NO STRIKE CLAUSE

- A. The Union agrees that it or the employees shall not authorize, sanction, condone or engage in any strike or related activities for the duration of this Agreement.

ARTICLE XI

WORKING HOURS

- A. The normal work week for the school year staff shall be 184 days as established by the school calendar. All other employees shall be construed as twelve (12) month employees.

The normal work week shall be Monday through Friday.

The normal work day shall be established as follows:

1. Food Service:

Jeffers High School - 7 hrs/day

South Range Elem. - 5 hrs/day

2. Secretarial:

Jeffers High School - 7.5 hrs/day School Year  
- 7.0 hrs/day Non-Student Days

South Range Elem. - 7.0 hrs/day

3. Custodial/Bus Driver/Maintenance:

Jeffers High School - 8 hrs/day

South Range Elem. - 8 hrs/day

- B. Overtime shall be defined as any hours exceeding an eight (8) hour day or a forty (40) hour work week and shall be compensated at one and one-half (1 1/2) times the regular rate of pay of the employee.

C. Inclement Weather

Food Service personnel will be paid a minimum of two (2) hours call out time for those occasions when they report to their duty station and there is a

school closing. Other personnel who report to work will be paid a minimum of two (2) hours show-up time and shall be given the opportunity to complete their work shift. If a person does not report to their duty station they will not be credited with any hours of work.

## ARTICLE XII

### COMPENSABLE LEAVE

#### Sick Leave

- A. All members covered by this Agreement shall accumulate twelve (12) sick leave days per year if they are full year employees and ten (10) sick leave days per year if they are school year employees. The maximum accumulation shall be one hundred thirty (130) days.
- B. In the event of absence of an employee for illness in excess of (5) consecutive work days, the Board may, at its expense, require an examination by an independent physician. Upon request, each employee absent for ten (10) consecutive working days agrees to present a certificate from his personal physician testifying to the satisfactory condition of his health at his own expense.
- C. The Board reserves the right to limit an employee to his current sick leave allowance if he sustains an injury outside of school hours.
- D. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence for the remainder of the year without pay. Such leaves may be renewed in succeeding years by the Board of Education upon written request.



- E. The employee agrees to notify his immediate supervisor that he intends to be absent from work because of illness at least one (1) hour before the start of his shift.
- F. All leave accumulations under this or any other Article are forfeited by the departure of the employee from the system other than for an approved leave.
- G. Pay for sick leave shall be at the employee's hourly rate at the time sick leave is taken, not to exceed eight (8) hours in a day or forty (40) hours in a week, and shall be paid to the employee on his regular payday.
- H. Any employee who, by willful misrepresentation, violates or misuses these sick leave provisions, or misrepresents any statement or condition under said provisions, shall be subject to disciplinary action.
- I. A sick leave bank may be established by bargaining unit members from their accumulation of unused sick days. The sick leave pool shall not exceed an accumulation of twenty (20) days. The pool shall be created by a one (1) occasion voluntary contribution of sick days from a member's accumulated sick leave bank and shall not exceed a contribution of two (2) sick days.

The pool of unused sick leave days generated by this process shall be administered by a committee composed of three (3) members of the Union and one (1) member of Administration. The use of pool sick leave days shall be limited to major catastrophes and shall not be used for maternity leave or child care purposes unless associated with a health care problem. Sick leave pool days cannot be used for retirement purposes.

Upon depletion of his or her personal sick days, any bargaining unit member may make a written application to the committee to utilize sick leave pool days. Reports on the status of this sick leave pool, including the number of days remaining, will be provided to the Union upon request.

#### Funeral Leave

- A. Six (6 ) days of funeral leave with pay shall be granted for death in the immediate family. If a death occurs among the relatives of an employee outside of the immediate family, the employee may be granted a leave with pay to attend the funeral services with the consent of the Superintendent.

### ARTICLE XIII

#### VACATION

- A. Eligible employees who are members of this bargaining unit shall be entitled to vacation with pay in accordance with the following schedule:

After the completion of 1-7 years of work	2 weeks of vacation
After the completion of 8 years of work	2 weeks and 3 days of vacation
After the completion of 9 years of work	2 weeks and 4 days of vacation
After the completion of 10-15 years of work	3 weeks of vacation
After the completion of 16-20 years of work	3 weeks and 1 day/year up to 4 weeks of vacation

- B. Vacations for all employees covered in the paragraph above will be taken according to the following schedule:

1. Vacations will be granted and approved by the Superintendent at times that are acceptable to both parties.
2. Employees covered by this policy will be paid their current rate based on no more than forty (40) hours per week while on vacation.
3. When a specified holiday is observed during a special vacation, the vacation will be extended one (1) day continuous with the vacation.

## ARTICLE XIV

### HOLIDAYS

The paid holidays are designated as:

Thanksgiving Day  
Friday after Thanksgiving  
Day before Christmas  
Christmas Day  
Day before New Year's  
New Year's Day  
Good Friday  
Easter Monday  
Memorial Day  
Fourth of July  
Labor Day

Employees with less than 1,820 hours shall not qualify for holiday pay. All other employees will be paid their current rate based on no more than an eight (8) hour day for said holidays. If these holidays fall anytime outside of the normal work week, compensation will be granted and days off will be given, with pay, for the above-mentioned days, provided that school is not in session.

## ARTICLE XV

### ASSOCIATION DUES, FEES AND DEDUCTIONS

- A. Upon written authorization from the employee made once each year, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for Union dues and service fees, credit union, insurance programs or any other plans or programs approved by the Employer.
- B. These authorized deductions may be made from a regular paycheck each month - September through June. The Employer agrees to promptly remit to the Union

all monies deducted upon Union request. In cases when a deduction is made that duplicates a payment that an employee has already made to the Union, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the Employer.

- C. The Union agrees to indemnify and hold the Employer, including each individual School Board member, harmless against any and all claims, demands costs, suits, or other forms or liability including, but not limited to, all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article.

#### ARTICLE XVI

#### INSURANCE

- A. The Board agrees to pay the following monthly premiums toward either Blue Cross-Blue Shield or Super Med II Health Insurance for the duration of this contract which terminates June 30, 1987.

Full Family.....	\$260.00
Two Persons.....	\$230.00
Single.....	\$110.00

It is further understood by both parties that any increase in the above amounts during the contract period shall be the responsibility of the individual bargaining unit member up to the following maximums:

Full Family.....	\$270.00
Two Persons.....	\$240.00
Single.....	\$120.00

Any increase in premium beyond the aforesaid amounts shall be assumed and paid for by the Board. It is further understood that any increase in pre-

mium charges attributable to benefits received in excess of those now being provided for by the School District will also be the responsibility of the individual.

- B. All benefits and coverages shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.
- C. It is further understood that the Board shall pay only the single subscriber rate for all Food Service employees hired after July 1, 1983.

Dental Insurance

- The Board shall provide, without cost to eligible employees the Health Service Dental Care Plan A.

ARTICLE XVII

WAGES

The starting wage rates for new employees are established as follows:

	<u>STARTING SALARY</u>
Maintenance chief/Head custodian - High School	\$6.25
Maintenance chief/Head custodian - Grade School	\$6.00
Custodian/Busdriver/Maintenance	\$5.75
Custodian/Maintenance	\$5.50
Superintendent's Secretary (high school)	\$5.25

Principal's Secretary (high school)	\$5.00
Elementary secretary	\$4.75
Head cook	\$4.75
Assistant cook	\$4.50
Server	\$4.00

- A. 1. During the contract year 1985-1986 the following wage increases shall apply to the Custodial/Maintenance, Custodial/Bus Driver, Secretarial and Food Service employees' existing hourly rate:

July 1, 1985

45¢

2. During the contract year 1986-1987 the following additional wage increases shall apply to the Custodial/Maintenance, Custodial Driver, Secretarial and Food Service employees' existing hourly rate:

July 1, 1986

45¢

ADAMS TOWNSHIP SCHOOL DISTRICT

ADAMS TOWNSHIP MICHIGAN EDUCATION SUPPORT  
PERSONNEL ASSOCIATION

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

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

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

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

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

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

LETTER OF UNDERSTANDING

It is mutually agreed upon and understood that the head cook, Barbara Cline, shall receive in lieu of health insurance coverage, 75% of the cost of a single subscriber contract, said sum to be paid at the end of each school year.

It is further agreed upon and understood that the Board will provide eligible employees with the same Vision Care Plan established for teaching staff members during the term of this contract. Should the Board fail to institute a Vision Care Plan, the Association and the Board will reopen this agreement in the second year of the contract for the sole purpose of negotiating the fringe benefit issue of providing a Vision Care Plan.

Approved as to form and content:

ADAMS TOWNSHIP SCHOOL DISTRICT

ADAMS TOWNSHIP MICHIGAN EDUCATION SUPPORT  
PERSONNEL ASSOCIATION

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

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

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

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

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

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

