

2897

8/31/95

**MASTER  
AGREEMENT**

**between**

**BANGOR TOWNSHIP SCHOOLS**

**and**

**BANGOR TOWNSHIP  
EDUCATIONAL SUPPORT  
FOOD PERSONNEL/MEA-NEA**

**1992-95**

*Bangor Township Schools*

Michigan State University  
LABOR AND INDUSTRIAL  
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## LETTER OF AGREEMENT

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 1992, by and between the Bangor Township Board of Education of Bangor Township Schools, Bay City, Michigan, hereinafter called the "Employer" and/or the "District," and the Bangor Township Educational Support Personnel Association, Food Services Personnel, hereinafter called the "Union."

In consideration of the following mutual covenants, it is hereby agreed as follows:

**WHEREAS**, both parties recognize that strikes, lockouts and other cessations of work and employment disruptions are contrary to existing law and the best interest of education at Bangor Township Schools.

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

Both parties are desirous of maintaining uniform wage scales, working conditions, facilitating peaceful adjustment for all grievances which may arise from time to time between the Employer and its employees, and to promote and improve peaceful occupations and economic relations between the parties.

### ARTICLE 1. RECOGNITION

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for all personnel assigned to duties in the following classifications: all full-time and regular part-time food managers, cooks, excluding supervisors, substitute employees, and all other employees (except where designated within the Master Agreement).
- 1.2 Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement, shall refer to all members of the above-defined bargaining unit.

## ARTICLE 2. RIGHTS OF THE ASSOCIATION

- 2.1 The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:
  - 2.1.1 The right to use school facilities for meetings and to use school equipment.
  - 2.1.2 The Employer agrees to furnish to the Union, in response to reasonable requests, any available information permitted under the Freedom of Information Act.
  - 2.1.3 Members of the bargaining unit shall be entitled to full rights of citizenship and no religious, personal, or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such members of the Union, providing such activities are within the lawful boundaries of state and federal statutes.
  - 2.1.4 Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the Employer's work schedule. Either the food service supervisor or the building principal will be contacted prior to such access.

### ARTICLE 3. RIGHTS OF THE BOARD OF EDUCATION

- 3.1 The board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Michigan School Code and the Public Acts of the State of Michigan, and/or the United States. Such rights and duties shall include the right to:
  - 3.1.1 Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the entire school system within the boundaries of the school district of Bangor Township.

- 3.1.2 Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
- 3.1.3 Direct the working forces, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees for good cause, assign work or duties to employees, determine the size of the work force and to layoff employees within the terms of this Agreement.
- 3.1.4 Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work including automation or subcontracting thereof or changes therein, provided the Union has been notified of intent to such subcontracting ninety (90) days prior to the commencement of such services.
- 3.1.5 Determine the qualifications of employees.
- 3.1.6 Determine the policy affecting the selection of employees.
- 3.1.7 The board shall continue to have the exclusive right to establish, modify, or change any condition except those covered by provisions of this Master Agreement.
- 3.2 In meeting such responsibilities, the board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees, the establishment and revision of rules and regulations governing and pertaining to work: it shall be free to exercise all of its managerial rights and authority and shall be limited only by the specific and express terms hereof in conformance with the Constitution and laws of the State of Michigan, the United States and terms and conditions of this Master Agreement.
- 3.3 The listing of specific management rights in the Agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein

whether or not such rights have been exercised by the board in the past.

#### ARTICLE 4. DUES OR SERVICE FEES AND PAYROLL DEDUCTIONS

- 4.1 All food service personnel employed by the Bangor Township School District, as a condition of employment, shall become members of the Bangor Township Educational Support Personnel Association (ESP) and its affiliates, or pay a service fee equivalent to the amount of dues uniformly required of members of the Association.
- 4.2 All of the above employees shall sign and deliver to the Board an assignment authorizing deduction of membership dues and/or assessments in the Association and its affiliates as determined by the Bangor Township Educational Support Personnel Association (ESP), or an equivalent service fee. This authorization shall continue in effect from year to year. The board shall deduct one-tenth (1/10) of such dues, assessments and contributions or equivalent service fees from the regular salary check of each employee, each month for ten (10) months beginning in September and ending in June of each year. The board agrees to promptly remit to the Association all sums deducted.
- 4.3 Employees who fail to comply with the above requirements shall be dismissed from their employment with the Bangor Township School District schools within thirty (30) working days after receipt by the superintendent of schools of a written notification and demand for dismissal from the Association president. The parties expressly recognize that the failure of any employee to comply with this provision is just and reasonable cause for discharge from employment.
- 4.4 Upon written authorization from the employee, the board shall deduct from the salary of the employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plan or program jointly approved by the Association and the board.
- 4.5 In the event of any legal action against the Employer brought in a court of administrative agency because of its compliance with this

article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

- 4.5.1 The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
- 4.5.2 The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- 4.6 The Union agrees in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgement of a court or administrative agency as a direct consequence of the Employer's compliance with this Article 4, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

#### ARTICLE 5. COMPENSATION

- 5.1 The basic compensation of each employee shall be set forth in Schedule "A" below. There shall be no deviation from said compensation rates during the life of this Agreement. The number of hours cooks work will be designated by the food service supervisor with Union input at the beginning of the school year, but such hours may be adjusted during the year with at least two (2) weeks notice.
- 5.2 Pay day for all regular employees covered by this Agreement shall be paid in full every two (2) weeks and no more than one (1) week's pay shall be withheld.
- 5.3 Cooks (hourly employees) will be guaranteed up to four (4) hours of pay if they report to work and school is called off.
- 5.4 Food service employees shall be paid at their current rate for attending required workshops preapproved for pay.
- 5.5 Any school-related banquet or dinner held in a school after regular, scheduled school hours shall be offered first to the Food

Manager and Cooks of that school building according to seniority. In the event that the Food Manager and/or Cook(s) decline this responsibility, other employees shall be offered the job according to their classification and seniority from a special duty roster.

- 5.6 All bargaining unit members will have a twenty-six (26) pay option upon written request.

#### SCHEDULE "A"

	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
Cooks	\$ 7.60	\$ 7.75	\$ 7.90
Food Managers*	\$11,220	\$11,407	\$11,594

\* Equitable adjustments may be made to salaries depending on the number of hours scheduled by the District. Salaries include holiday pay.

#### ARTICLE 6. WORKYEAR, WORKWEEK, WORKDAY

- 6.1 The normal workyear for school-term employees shall be one hundred-eighty (180) days, or according to the adopted school calendar, by building, within the school district. This time may be extended as the need arises as determined by the superintendent with input from the Union. Food Service Managers are to work five (5) additional days to be scheduled by the District. On such days, they will report to take inventory of food supplies and to clean their kitchen.
- 6.2 The normal workweek for all employees is Monday through Friday. The number of hours worked will be designated by the food service supervisor at the beginning of the school year, but may be adjusted during the year.
- 6.3 All employees whose job requires five (5) or more consecutive hours in one day will be entitled to a lunch period approximately midway between the beginning and end of their shift, but not during the serving period, or interfere with the efficient operation of the kitchen. Employees whose job requires four (4) or more

consecutive hours in a day will be entitled to a fifteen (15) minute break period to be scheduled consistent with operational needs.

- 6.4 The board shall provide substitutes for the absence of regular employees; however, substitutes shall not be placed to perform the work of an absent employee until available employees regularly assigned to the classification have been offered the work as outlined below:
  - 6.4.1 Substitutes shall be used to perform bargaining unit work only during instances of absence by regular employees or when an unfilled temporary vacancy exists.
  - 6.4.2 Regular employees shall be shifted to perform the work of an absent employee where such position is known to be longer than a week's duration and the hours of work would be an increase. Where the length of the absence is not known after two (2) weeks, a regular employee shall be shifted to allow an increase in hours.
  - 6.4.3 Temporary vacancies in the Head Cook's position, of unknown duration or of duration known to be less than one (1) week, shall be filled within the building, on the basis of seniority.
  - 6.4.4 Short-term vacancies in Head Cooks' positions of known duration of one (1) week or more will be rotated among the four most senior bargaining unit members (Cook's classification), and the number of days worked at these short-term vacancies will be leveled (equalized) as much as possible during each contract year. The Union president will be notified as needed, but no less than two (2) times per year, of the number of days served as a Head Cook by each of the four senior bargaining unit members (Cook's classification).
- 6.5 Supervisory employees might perform bargaining unit work during the following situations:
  - 6.5.1 Emergencies
  - 6.5.2 Instruction and training of employees
  - 6.5.3 When temporary scheduling problems are encountered

These exceptions shall not be abused and are subject to the grievance procedure.

## ARTICLE 7. WORKING CONDITIONS

- 7.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- 7.2 The board shall reimburse the employee for loss, damage, or destruction of personal property which was used on school premises with the knowledge and approval of the superintendent when the loss, damage, or destruction is not the result of the member of the Association's negligence.
- 7.3 The board shall provide adequate rest areas and restrooms for employee use.
- 7.4 The board shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The board, or its designated representative, shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
- 7.5 Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence, or gross neglect of duty, for any damage or loss to person or property.
- 7.6 No employee shall be required to dispense or administer medication.

## ARTICLE 8. SENIORITY

- 8.1 Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event more than one (1) individual has the same starting date of

work, position on the seniority list shall be determined by first date of hire. If the date of hire to a regular full-time or part-time position is the same, position on the seniority list shall be determined by using the last four (4) digits of their social security number, with the highest number being given the most seniority.

- 8.1.1 Bargaining unit seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event more than one (1) individual has the same starting date of work, position on the seniority list shall be determined by first date of hir in the bargaining unit. If the date of hire to a regular full-time or part-time position is the same, position on the seniority list shall be determined by using the last four (4) digits of their social security number, with the highest number being given the most seniority. Note: This language does not affect the current seniority order.
- 8.1.2 Classification seniority shall be defined as the length of service worked within the applicable classification. Accumulation of classification seniority shall begin on the employee's first working day within that classification.
- 8.2 New employees shall be considered probationary employees until they have completed a probationary period of thirty (30) workdays. Upon satisfactory completion of the probationary period, seniority shall be retroactive to the first day of employment.
- 8.3 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.
- 8.4 The board and bargaining unit shall jointly prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of this Agreement with revisions and updates.
- 8.5 Seniority shall be lost by an employee:
- 8.5.1 Upon termination, resignation, or retirement;

- 8.5.2 Discharged permanently for proper cause after receiving due process;
- 8.5.3 Absent for three (3) consecutive days without notifying the supervisor, unless satisfactory reason is provided;
- 8.5.4 Seniority will be frozen as of the date an employee transfers to a classification not covered by this Agreement until he/she returns to a classification covered by this Agreement.
- 8.6 Approved leave shall not affect seniority.

#### ARTICLE 9. REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- 9.1 Layoff and Recall: In the event of a reduction in force the displaced employee shall have the right to displace another employee with less seniority who has 1) the same classification, or 2) a lower classification. When there is an increase in the working force after a layoff, the reversal of the layoff procedure shall be followed before any new employee is hired. The senior employee on layoff shall first be offered the employment if the employee is willing and able to do the work. A reduction in work force from the Food Manager's classification shall be on the basis of classification seniority. All other reductions in work force will be on the basis of bargaining unit seniority.
- 9.2 An employee who has been laid off shall be given ten (10) calendar days notice of recall mailed to his/her last known address. The employee must respond to such notice within five (5) calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.
- 9.3 A laid-off employee shall upon application, and at their option, be granted priority status on the substitute list according to their seniority.

9.4 In the event of a reduction of working hours, the affected employee shall have the right to displace a less senior employee within the same or lower classification. When there is an increase in the working hours, the reversal of this procedure shall apply.

#### ARTICLE 10. VACANCIES, TRANSFERS AND PROMOTIONS

10.1 A vacancy shall be defined as any position, either newly created or a present position, that is not filled.

10.2 All vacancies shall be posted in each kitchen of the district for a period of eight (8) working days. Said posting shall contain the following information:

10.2.1 Type of work

10.2.2 Location of work

10.2.3 Starting date

10.2.4 Rate of pay

10.2.5 Hours to be worked

10.2.6 Classification

10.2.7 Minimum requirements

Interested employees may apply in writing to the superintendent, or designee, within the eight (8) day posting period. The board shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to the president and secretary by registered U.S. mail.

10.3 Vacancies, or temporary vacancies, shall be filled with the most senior applicant from within the affected classification. Should no employee from the affected classification apply, the vacancy shall then be filled with by an applicant from other classifications based on seniority and qualifications, both given equal consideration.

10.4 Within ten (10) workdays after the expiration of the posting period, the board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.

10.5 In the event of transfer from one classification, or a change in position within a classification, the employee shall be given a sixty (60) work day trial in which to show their ability to perform on the new 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 their previous assignment.

10.6 Employees shall not be placed on a lower step of the salary schedule or wage scale except for voluntary transfers, or a reduction in work force.

10.7 The parties agree that involuntary transfer of employees will be made only for reasonable and just cause.

10.8 Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate for those duties. An employee's pay rate shall not be reduced by any temporary change in duties.

#### ARTICLE 11. BENEFITS

11.1 Right to Select Carriers: The benefits provided for within this Article 11 shall be provided through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the District. Insurance companies include regular line insurance companies and non-profit organizations providing such benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the District and insurance company. Notwithstanding any such changes, the level of benefits shall remain substantially the same.

11.2 Group Medical Insurance:



a. The District shall maintain a group medical insurance program and/or a health maintenance organization (HMO) program and shall pay monthly premium costs for said policies as specified below in Section 11.3 (c).

b. Co-Payment of Monthly Premiums: All non-probationary employees who are regularly scheduled to work twenty-five (25) hours or more per week shall be eligible for the employer co-pay medical insurance benefit as specified below.

c. The employer co-payment toward group medical insurance shall be as follows:

1992-93	-	\$125.00 (12 months)
1993-94	-	\$135.00 (12 months)
1994-95	-	\$150.00 (12 months)

The balance of any monthly premium payments not covered by the employer co-pay benefit shall be paid by the employee through payroll deduction. Each employee selecting this benefit shall be required to sign authorization forms provided by the District.

11.3 Annuity Option: All non-probationary employees who are regularly scheduled to work twenty-five (25) hours or more per week and who have elected not to take the group medical insurance benefit, shall receive a monthly annuity in the amount specified below.

Non-probationary employees who are regularly scheduled to work less than twenty-five (25) hours per week shall receive fifty percent (50%) of the monthly annuity amount specified below.

1992-93	-	\$ 50.00 (12 months)
1993-94	-	\$ 60.00 (12 months)
1994-95	-	\$ 65.00 (12 months)

11.4 Non-Duplication of Benefits: There shall be no double medical coverage allowed. In the event an employee or dependent is entitled to group medical insurance under any employee insurance plan or employer self-insurance plan providing benefits

similar or identical to this agreement, the employee or dependent shall not be eligible for the medical benefits provided for within this agreement, but will remain eligible to receive the annuity option. If requested, the employee shall certify in writing their current insurance status.

## ARTICLE 12. PAID LEAVE

### 12.1 General Conditions:

12.1.1 The board shall furnish each employee with a written statement at the beginning of each school year setting forth their total sick leave credit.

12.1.2 An employee who is unable to work because of personal illness or disability 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 each year upon written request of the employee.

12.1.3 Absence due to injury or industrial illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days.

12.1.4 Unused sick leave accumulation shall be paid at the rate of Seventeen Dollars and Fifty Cents (\$17.50) per day for unused sick leave accumulation to a maximum of One Thousand Dollars (\$1,000.00) upon severance of employment from Bangor Township Schools with ten (10) or more years of service.

### 12.2 Illness and Disability:

12.2.1 Sick leave shall be twelve (12) days per school year cumulative to ninety (90) days for personal, family illness and disability.

Sick leave days shall be granted an employee for the following reasons and are subject to the following conditions:

- a. **Personal Illness or Disability:** The employee may use all or any portion of their leave to recover from their own illness or disability.
- b. **Illness in the Immediate Family:** The employee may take a maximum of three (3) days per year for illnesses of immediate family residing in the same household.

12.2.2 **Death in the Immediate Family:** Absence because of death in the immediate family, (parent, step-parent, child, step-child, grandchild, spouse, sister, brother, father-in-law, mother-in-law, daughter-in-law and son-in-law) shall not be deducted from accrued sick leave time and shall be allowable up to a total number of three (3) days. One (1) day shall be allowed for grandparents, aunt, uncle, brother-in-law and sister-in-law.

12.3 **Personal Business:**

12.3.1 At the beginning of each school year, employees shall be credited with two (2) days to be used for the employee's personal business. An employee planning to use a personal business day shall notify their supervisor at least one (1) day in advance, except in cases of emergency. Unused personal business days shall be compensated at the rate of one (1) day's pay per unused day, payable in June of each year.

12.4 **Jury Duty:**

12.4.1 Any employee called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, shall be paid their full compensation less appearance fees for such time.

**ARTICLE 13. UNPAID LEAVES**

13.1 **General Conditions:**

13.1.1 Special leaves of absence up to sixty (60) days may be granted upon written request with notification of the beginning and ending dates of said leave.

13.1.2 **General Regulations Affecting Leave of Absence:**

a. **Leave of Absence-Extensions:** A leave of absence may be extended at the discretion of the board.

b. **Conditions for Return:**

1) **Qualifications:** Competent proof must be given to the board that the employee applying for return from leave of absence is competent and qualified to perform the duties of the position for which an application is made. If the board requires medical proof to make certain an employee is able to return to work, such physical examination will be at the board's expense.

2) **Policy and Intent:** It is the intent and it shall be the policy of the board to return an employee on leave of absence to the same classification and pay, unless circumstances make it impossible to return the employee to a position of like nature.

**ARTICLE 14. HOLIDAYS**

14.1 In order to qualify for holiday pay, employees must work the scheduled day before and after said holiday, unless on an approved sick or emergency leave.

14.2 Holiday pay shall be paid for the following days:

- |                               |               |
|-------------------------------|---------------|
| Labor Day                     | Thanksgiving  |
| Friday after Thanksgiving Day | Christmas Day |
| New Year's Day                | Good Friday   |
| Memorial Day                  |               |

**ARTICLE 15. GRIEVANCE PROCEDURE**

15.1 It is mutually agreed that all grievances arising during the term of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strike, tie-up of equipment, slowdowns, walkouts or any other cessation of work or lockouts.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.

A grievance shall hereinafter be defined as follows: A claim by the employee that there has been a violation or misapplication of any provision of this Agreement.

- 15.2 Should any grievance over the alleged misinterpretation or misapplication of the specific terms of this Agreement occur, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Informal Procedure

The employee with a grievance shall first discuss the matter directly with their supervisor with the objective of resolving the matter informally. It is assumed that most problems can be resolved during this process; however, if the problem is not resolved satisfactorily at this level, the individual will proceed within ten (10) days to the Formal Procedure.

Formal Procedure

Step 1. By conference between the aggrieved employee(s), the Union steward and the immediate supervisor.

Step 1A. Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the grievance form provided by the local Union and present it to the employee's supervisor after the Step 1 conference.

Step 2. Within ten (10) days of the receipt of the grievance the superintendent or assistant superintendent and/or their designee shall meet with an official(s) of the Union and the supervisor or representative of the Employer, or both.

Step 3. If the decision in Step 2 is not satisfactory, the grievance will be presented to the board of education or their designee. The grievance must be settled within fourteen

(14) days at this step, or proceed to the Michigan Employment Relations Commission (MERC) for mediation.

- Step 4. In the event the last step fails to settle the complaint, it may be referred to an impartial arbitrator upon the request of either party. The executive board of the local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration. Failure to request arbitration within thirty (30) days after the Step 3 meeting, shall conclude the matter and the grievance shall be considered dropped.

**THE PROCEDURE SET FORTH HEREIN MAY BE INVOKED ONLY BY THE AUTHORIZED UNION REPRESENTATIVE OR THE EMPLOYER:**

- 15.3 The arbitrator may be a person mutually selected and agreeable, but if none is so selected and agreeable, he/she shall be selected by the parties from a list of seven (7) names furnished in accordance with the rules of the Federal Mediation and Conciliation Service, either by mutual agreement or from which list each party shall be permitted to strike alternately three (3) names, with the requesting party striking first and the remaining arbitrator shall be thereupon accepted. In the event of a refusal by either party to submit to or to appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award.
- 15.4 Powers of the Arbitrator: It shall be the function of the arbitrator and he shall be so empowered, except as his powers are limited below after due investigation, to make a decision in cases of alleged violation of the specific articles of this Agreement.
- 15.4.1 He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- 15.4.2 He shall have no power to establish wage rates or to change any rate.
- 15.4.3 He shall have no power to rule on the termination of service of or failure to re-employ any probationary employee.

- 15.4.4 He shall have no power to change any practice, policy, or rule of the board of education not to substitute his judgement for that of the board as to reasonableness of any such practice, policy, rule or any action of the board.
- 15.4.5 His powers shall be limited to deciding whether the Employer has violated the express article or section of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the board.
- 15.4.6 In rendering decisions the arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- 15.4.7 In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- 15.4.8 The decision of the arbitrator shall be rendered without undue delay and in any event within thirty (30) days, unless extended by mutual agreement, and all settlements made in the Grievance Procedure, including the decision of the arbitrator, shall be final and binding on all parties, including the employees involved.
- 15.4.9 The impartial arbitrator shall have the authority to order full, partial, or no compensation for time lost.
- 15.5 **Fees and Expenses:** The fees and expenses of the arbitrator shall be shared equally by the board and the Union. Neither party shall be responsible for the expense of witnesses called by the other.
- 15.6 Grievances must be acted upon promptly and no grievance will be considered or discussed which has not been reduced to writing and presented later than ten (10) days after such has happened.
- 15.7 **Limitations of Authority and Liability:** No employee, Union member or any other agent of the Union shall be empowered to call or cause any strikes, work stoppage or cessation of employment of any kind whatsoever. It is further agreed that in all

cases of any illegal strike, slowdown, walkout or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hours of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any provision of this Agreement.

- 15.5 After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any illegal strike, slowdown, walkout, or any other cessation of work and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.
- 15.6 Should either party not accept and abide by the procedure set forth in this article, or the decisions resulting therefrom, then in such instance either party shall have the sole right of other legal recourse.
- 15.7 Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 14 of the Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

## ARTICLE 16. DISCIPLINE

No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank, discharged, or other actions of a disciplinary nature) without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline, shall be progressive in nature and subject to the Grievance Procedure except in those cases such as theft, possession of intoxicants or drugs, and reckless disregard to self or others while on duty. A copy of the written disciplinary action given the employee will be given the Association President. Any

complaint made against an employee shall be promptly called to his/her attention and a corrective procedure given to the employee.

The policies of the board of education will be uniformly applied. In such application, a written notice shall be construed to be a reprimand and shall remain on an employee's record for no more than eighteen (18) months from date of issue. It follows that progressive discipline will be based upon discipline recorded within the most recent eighteen (18) month period.

#### **ARTICLE 17. SAVINGS CLAUSE**

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.

#### **ARTICLE 18. DURATION OF AGREEMENT**

This Agreement shall be effective August 31, 1992, and shall continue in effect until the 31st day of August, 1995. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period(s) by mutual agreement of the parties.

Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on this \_\_\_ day of \_\_\_\_\_, 1992.

#### **BANGOR TOWNSHIP SCHOOLS BOARD OF EDUCATION**

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President

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Carl C. Hartman, Superintendent

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Chief Negotiator

#### **BANGOR TOWNSHIP EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

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Chief Negotiator

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Chief Negotiator

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Shelley M. Blair, President