

2893

6/30/95

**MASTER AGREEMENT**

**between**

**BANGOR TOWNSHIP BOARD OF EDUCATION**

**and the**

**BANGOR TOWNSHIP SUPPORT PERSONNEL  
(BUFFER) MEA/NEA**

**1992 - 1995**

*Bangor Township DePaul*

Michigan State University  
LABOR AND INDUSTRIAL  
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**TABLE OF CONTENTS**

<b>Article</b>	<b>Page</b>		
	1	Letter of Agreement .....	
1	2	Recognition .....	21
2	3	Dues, Service Fees and Payroll Deductions .....	22
3	4	Workyear, Workweek, Workday .....	23
4	6	Reduction in Personnel, Layoff and Recall .....	24
5	7	Management Rights .....	25
6	9	Union Rights and Security .....	26
7	11	Grievance Procedure .....	27
8	14	Stewards .....	28
9	15	Leaves of Absence .....	Appendix A
10	17	Working Conditions .....	Overtime Assignment Procedure .....
11	19	Maintenance of Standards .....	Appendix B
12	20	Paid For Time .....	Letter of Understanding (Reopening of Contract) ...
13	20	Pay Period .....	38
14	20	Worker's Compensation .....	
15	20	Separation of Employment .....	
16	21	Examinations and Identification Fees .....	
17	21	Garnishments .....	
18	21	Insurance .....	
19	23	Compensation .....	
20	24	Overtime .....	
		Job Bidding .....	25
		Vacations .....	26
		Holidays .....	28
		Sick Leave .....	29
		Miscellaneous Provisions .....	29
		Transfer .....	30
		Discharge, Discipline, and Discrimination .....	31
		Duration of Agreement .....	34

## LETTER OF AGREEMENT

**THIS AGREEMENT**, entered into this 1st day of July, 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 (BUFFER), MEA-NEA, an affiliate of the Michigan and National Education Associations, hereinafter called the "Union."

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

**WHEREAS**, both parties are desirous of maintaining uniform wage scales and working conditions; and of facilitating peaceful adjustment for all grievances which may arise from time-to-time between the Employer and its employees; and of promoting and improving peaceful occupational 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 full-time, part-time, probationary, non-probationary, on-leave or substituting for a bargaining unit member on leave or temporarily absent on a per diem, hourly or class-rate basis, assigned to the following classifications:

**Custodial  
Utility Service  
Mechanics**

1.2 Unless otherwise indicated, the term "employee/bargaining unit member" when used hereinafter in this agreement, shall refer to all members of the above-defined bargaining unit. Within the various classifications of bargaining unit members covered herein there shall be the following categories:

- a. **Full-time:** A bargaining unit member who is at least thirty (30) hours per week.
- b. **Part-time:** A bargaining unit member who is employed less than thirty (30) hours per week.
- c. **Probationary:** A bargaining unit member who is employed to fill a full or part-time position for a trial period of one hundred twenty (120) days.
- d. **Substitute:** A bargaining unit member who is employed to fill a full or part-time position on a per diem basis while the regular bargaining unit member is absent or on approved leave. It is expressly understood and agreed that an individual substitute shall in no case fill a bargaining unit position for a period in excess of ninety (90) days, unless there is a joint agreement to allow an extension for that substitute.

**ARTICLE 2. DUES, SERVICE FEES, AND PAYROLL DEDUCTIONS**

**2.1 AGENCY SHOP**

2.1.1 Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure or discriminate against an employee in regard to such matters.

2.1.2 Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receive equal benefits. The Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. This agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this agreement.

2.1.3 The Union agrees to indemnify and save the Board of Education, including each individual school board member and all authorized agents of the board, harmless against any and all claims, demands, costs, or suits by employee(s) or any other form of liability (including back pay and all court or administrative agency costs, that may arise out of or reason of, action taken [or not taken] by the board for the purpose of complying with this paragraph). This paragraph applies only to Article 2.

2.2 Check-off: The Employer agrees to deduct from the pay of all employees covered by this agreement, the dues and initiation fees of the local Union and agrees to remit to said local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employees, the same is to be furnished in the form required.

The local Union shall certify to the Employer in writing each month a list of its members working for the employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment),

owed and to be deducted for such month from the pay of such paycheck following receipt of statement of certification of the member and remit to the local Union in one lump sum. The Employer shall add to the list submitted by the local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week, or is on leave of absence, the employee must make arrangements with the local Union to pay for such dues in advance.

2.3 The Employer agrees not to enter into any agreement with another labor organization during the life of this agreement with respect to the employees covered by this agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, a proper subject for collective bargaining. Any such agreement shall be null and void.

**ARTICLE 3. WORKYEAR, WORKWEEK, WORKDAY**

3.1 The normal workyear for school year bargaining unit members shall be one hundred eighty (180) days, September through June. The normal workyear for all other full year bargaining unit members shall be twelve (12) months, July 1 through June 30. The normal workweek for all other full year bargaining unit members is five (5) consecutive days which will normally be scheduled Monday through Friday. The district reserves the right to schedule five (5) consecutive day schedules other than the aforementioned after proper notification to the Union. Normal scheduled five (5) day workweeks shall be exempt from overtime.

Starting and quitting time for each employee shall be determined by the superintendent, and there shall be no split shift unless agreed to by the employee, supervision, and the Union president. A split shift shall be defined as a shift that overlaps a regular shift

by three to four hours, a minimum of three to a maximum of four hours. Unless adjusted by the superintendent or his designee, the normal workday for custodians, mechanics, maintenance and utility for the present is:

- 7:00 a.m. - 3:00 p.m. (day shift)
- 3:00 p.m. - 11:00 p.m. (afternoon shift)
- 11:00 p.m. - 7:00 a.m. (midnight shift)

The Union president will be notified in writing of any adjustments in regular schedules.

All bargaining unit members shall be entitled to a paid lunch period of fifteen (15) minutes duration.

Employees shall not leave the premises during their lunch period to insure their availability.

- 3.2 All bargaining unit members shall be entitled to two (2) fifteen (15) minute relief times. Bargaining unit members working less than the normal workday may receive one (1) fifteen (15) minute relief time. Bargaining unit members working overtime will be entitled to an additional fifteen (15) minute relief time for every two (2) hours worked. The time during which the break is taken will be determined by supervisory personnel.
- 3.3 Because of the nature of the school workday, the Employer maintains the right to assign work schedules which are consistent with time of the day during which the maximum amount of the employee's time may be utilized for work. All night shift employees shall work the day shift when school is not in session unless otherwise assigned.
- 3.4 Travel time between schools shall count toward the employee's eight (8) hour day.

#### ARTICLE 4. REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- 4.1 Layoff and Recall: Strict seniority shall prevail in the layoff and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. In the laying off and the rehiring of laid off personnel, the particular work performed by said employee shall be considered as an important factor. The Union and the Employee jointly shall decide the extent to which "work performed" shall hold weight in determining the layoff and rehire of personnel.
- 4.2 "Probationary" and less than full-time employees shall be laid off first.
- 4.3 Full-time employees shall be laid off pursuant to a necessary reduction in the work force unless said employee(s) shall have been notified of said layoff at least thirty (3) calendar days prior to the effective day of the layoff. The Union agrees to confer with administrators if a shortening of the notice period should become necessary. Under the joint determination of the Union and the Employer, a lesser or greater notice may be provided.
- 4.4 In the event of layoff, an employee so laid off shall be given ten (10) days notice of recall mailed by certified or registered mail to his last known address. The employee must respond to such notice within three (3) 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 and shall re-apply for employment.
- 4.5 Loss of Seniority: Seniority shall be broken by discharge or voluntary quit, layoff for a period of more than two (2) years, or as provided in 4.4 above.
- 4.6 New Employees: A new employee shall work under the provisions of this agreement, but shall be employed only on a one hundred twenty (120) calendar-day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the

purpose of evading this agreement or discriminates against Union members. After one hundred twenty (120) calendar days, the employee shall be placed on the regular seniority list.

- 4.7 **Job Elimination:** Bargaining unit members whose positions have been eliminated due to reduction in the work force or school closing, or who have been affected by a layoff/elimination position shall have the right to assume a position which is held by a less senior bargaining unit member according to the following procedure:
- 4.7.1 A meeting shall be scheduled between the Union and administration in an effort to make all job reassignments in one single move, or to discuss and approve tentative transfer(s) of bargaining unit members to new job assignments.
- 4.7.2 It is understood that such meeting will be scheduled as soon as practicable after it is known for certain which jobs are to be eliminated.
- 4.7.3 If there are several employees working in the same classification on the same shift, the least senior person on the shift will be displaced by the person whose position was eliminated.

#### **ARTICLE 5. MANAGEMENT RIGHTS**

- 5.1 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, duties, etc., shall include, by way of illustration and not by way of limitation, the right to:
- 5.1.1 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.

- 5.1.2 Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing.
- 5.1.3 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 lay off employees.
- 5.1.4 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.
- 5.1.5 Determine the qualifications of employees.
- 5.1.6 Determine the policy affecting the selection of employees.
- 5.1.7 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.
- 5.2 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 and the establishment and revision of rules and regulations governing and pertaining to work and 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 and the United States.
- 5.3 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 6. UNION RIGHTS AND SECURITY

- 6.1 Pursuant to the Michigan Public Employment Relations Act, as amended, MCL 423.201 *et seq.*; MSA 17.455 (1) *et seq.*, (PERA), the parties hereby agree that every bargaining unit member shall have the right to freely organize, join, and support the Association/Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection.
- 6.2 Nothing contained within this agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable state or federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- 6.3 The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private, legal and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.
- 6.4 The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, or marital status.
- 6.5 A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until a representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of that possibility.
- 6.6 A bargaining unit member will have the right to review the contents of his/her personal records of the Employer pertaining to said bargaining unit member originating after initial employment

and to have a representative of the Union accompany him/her in such review. The bargaining unit member may submit a written notation or reply regarding any material, including complaint, and the same shall be attached to the file copy of the material in question.

- 6.7 Any case of assault upon an employee in school-connected business shall be promptly reported to the board or its designated representative. Time lost by an employee in connection with any incident heretofore mentioned shall not be charged against the employee.
- 6.8 If any employee is sued for his/her actions where the employee was acting in conformance with the reasonable and prudent application of his/her job, the school will provide any relevant information upon request and provide legal assistance if necessary.
- 6.9 The Union shall have, in addition to other rights expressly set forth or provided by statutes, the following rights:
- 6.9.1 The right to use school facilities for meetings and use of school equipment.
- 6.9.2 A seniority list based on the last date of hiring shall be provided the Union with sufficient copies to allow posting in each employee location. The list will include the current job classification and hiring date, and will begin with the most senior employee in the bargaining unit. Said list will be updated each six (6) months as necessary because of personnel changes. Seniority date duplication will be determined by alphabetical order. Any correction to the seniority list shall be noted within thirty (30) days of the posting, or the list shall be deemed correct as printed.
- 6.9.3 The Employer agrees to furnish to the Union, in response to reasonable re-requests, any available information permitted under the Freedom of Information Act.

**ARTICLE 7. GRIEVANCE PROCEDURE**

7.1 It is mutually agreed that all grievances arising during the terms of this agreement shall be settled in accordance with the procedure herein provided and that 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.

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

7.2 Should any grievance occur over the specific terms of this agreement, there shall be an earnest effort by both parties to settle such misunderstanding promptly through the following steps:

**INFORMAL PROCEDURE**

Step 1. If a grievance is not resolved during the conference with the Union representative present, it shall be the responsibility of the aggrieved to reduce the grievance to writing within ten (10) days of the last conference on the form provided by the Union and to present it to their supervisor within that time period. Failure to comply with the above procedure shall result in the grievance being considered as satisfactorily settled.

Step 2. If the grievance is not settled at the Step 1 level, or if no disposition has been made within seven (7) working days of the receipt of the written grievance, the grievance shall be submitted to the superintendent or assistant superintendent or their designee, who shall meet with an official(s) of the Union and the supervisor or representative of the Employer, or both within ten (10) working days after receipt of the grievance. A written decision shall be rendered to the Union within five (5) working days after such meeting.

Step 3. If the decision reached in Step 2 is not acceptable, the grievance shall proceed to the Board of Education, accompanied by a written statement from the Union stating their reason(s) for failure to accept disposition at an earlier step in the grievance procedure. The Board of Education shall reach a decision within fourteen (14)

days after receipt of the grievance. The Union will be notified of the board's decision within two (2) working days after such decision has been made.

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:**

7.3 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 shall be thereupon accepted.

In the event of 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.

7.4 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.

7.4.1 He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

7.4.2 He shall have no power to establish wage rates or to change any rate.

7.4.3 He shall have no power to rule on the termination of service of or failure to re-employ any probationary employee.



- 7.4.4 He shall have no power to change any practice, policy, or rule of the Board of Education nor to substitute his judgment for that of the board as to reasonableness of any such practice, policy, rule or any action of the board.
- 7.4.5 His powers shall be limited to deciding whether the board has violated the express article or sections of this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the board.
- 7.4.6 In rendering decisions the arbitrator shall give due regard to the responsibility of management 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.
- 7.4.7 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.
- 7.4.8 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.
- 7.4.9 The impartial arbitrator shall have the authority to order full, partial, or no compensation for time lost.
- 7.5 Fees and Expenses: The fees and expenses of the arbitrator shall be shared equally by the board and the Union except that whenever the arbitrator clearly establishes a losing party in any case, it is understood that the entire fee charged by the arbitrator will be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- 7.6 Limitations and Authority and Liability: No employee, Union member or any other agent of the Union shall be empowered to call or cause any strike, 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 stopped, 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.

- 7.7 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.
- 7.8 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.
- 7.9 Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 7 of this agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

## ARTICLE 8. STEWARDS

- 8.1 Employees shall be represented by Union stewards or association representatives who are seniority employees from within the bargaining unit. In the absence of the regular steward/representative, by an alternate steward/representative. The Union shall furnish in writing to the Employer the names of steward/representatives upon their election or appointment. The authority of the steward/representative or his alternate shall be limited as follows:
- 8.1.1 Investigation of grievances or potential grievances shall be on the steward/representative's own time.

8.1.2 The transmission of messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:

- a. Have been reduced to writing; or
- b. If not reduced to writing and are of a routine nature, the transmission of such information shall be on the steward/representative's own time.

8.1.3 The steward/representative may represent any member of the bargaining group who has been assessed disciplinary time off, including discharge if that employee requests representation. Upon such request by an employee, the Employer or its designee will make suitable arrangements to release the steward/representative from his work assignment without loss of pay for purpose of such representation. The steward shall notify his supervisor upon return to his regular work assignment.

8.1.4 The Employer or its designee will release the steward/representative from his work assignment, without loss of pay to present grievances in accordance with the provisions of this collective bargaining agreement. It shall be the steward/representative's responsibility to request a meeting time for the presentation of the grievance. The request shall be implemented by notification to the steward's immediate supervisor. Upon return to his work assignment, the steward shall notify his supervisor.

8.2 Job steward and alternates have no authority to take action interrupting the school district's business. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the steward or his alternate has taken any action such as slowdown or work stoppage in violation of this agreement. The Employer agrees to Union membership forms as supplied by the Union.

#### ARTICLE 9. LEAVES OF ABSENCE

9.1 Any employee desiring a leave of absence from his employment shall secure written permission from both the Union and the

Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from both Union and Employer. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. An approved leave of absence will not break seniority.

9.2 The Employer agrees to grant necessary and reasonable time off without discrimination to loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or to serve in any capacity on official Union business provided one (1) week written notice or longer, if possible, is given to the Employer by the Union specifying length of time off.

9.3 The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the school district's operation due to lack of available employees.

9.4 Personal Business Days: The Board of Education grants two (2) days per year whenever an employee faces the necessity to transact personal, non-profit business which cannot be delayed without detriment to the welfare of the employee. Leave under this clause shall be subject to review by the supervisor of custodians prior to the granting of permission. Said days can be used as sick leave days. The number of paid days to be determined by the superintendent. Any employee who does not use either of the personal business days shall receive full pay at his prevailing rate at the end of his seniority year.

9.5 Jury Duty: Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, an arbitration or fact-finding proceeding, shall be paid his/her full compensation for such time.

9.5.1 The matter shall not involve litigation between the board and the association.

9.5.2 If an employee serves on a jury, he/she will turn over pay received for time on jury duty and shall receive his/her regular compensation from the Employer.

9.6 **Military Service:** Employees enlisting or entering the military service of the United States pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act.

9.7 **Bereavement Leave:** A minimum of three (3) days and a maximum of five (5) days shall be allowed to all bargaining unit members for death in the immediate family. Immediate family will be parent, step-mother, step-father, mother-in-law, father-in-law, spouse or child. The employee must attend the funeral to receive pay. One (1) paid day will be allowed for brother, sister, grandchildren, and grandparents, except where the employee has legal and family responsibilities connected with said death, he/she shall be granted additional time as stipulated above. The number of days in excess of three (3) days will be determined by the supervisor.

#### ARTICLE 10. WORKING CONDITIONS

10.1 Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which may endanger their health or safety. The Employer shall provide adequate restrooms and rest areas for bargaining unit members' use consistent with conditions at the signing of this agreement. A call-in procedure will be developed and used when an employee is required to work alone in a building.

10.1.1 **Dangerous Work:** Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulations relating to safety or person or equipment.

10.1.2 **Accident Report:** Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents.

10.1.3 **Defective Equipment:** Employees shall immediately, or at the end of their shift, report all defects of equipment. Such report shall be

made on a suitable form furnished by the Employer and shall be made in multiple copies, with one copy to be retained by the employee.

The Employer shall not require any employee to use any equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee submits a written report on forms in use by the Employer of a vehicle being in an unsafe working/operating condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

10.2 The Employer, or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations.

The Employer will expect that employees will attempt to cause students to cease any wrongful activities, or act that comes to their attention and notify the principal or teacher as to the wrongful act and the students involved.

Bargaining unit members may use such physical force with a student as is necessary to protect themselves, a fellow bargaining unit member, teacher, administrator, or another student from attack, physical abuse or injury, or to prevent damage to district property.

All such incidents shall be reported to administration.

10.3 Bargaining unit members shall not be required to dispense or administer medication to students.

10.4 The Employer shall review the employee's claim for loss, damage or destruction of personal property which was used on school premises when the loss, damage or destruction is not the result of the employee's negligence.

- 10.4.1 Employees shall not be charged for loss of or damage to school property unless clear proof of negligence is shown.
- 10.5 The Employer shall reimburse employees for the cost of license fees "specifically" required for the bargaining unit member to perform his/her job; however, it is further understood and agreed that employees may be required to possess a valid Michigan operator's driver's license without cost of license fees to the Employer.
- 10.6 The Employer shall provide, without cost to the bargaining unit member the following:
- a. A clothing allowance of Sixty Dollars (\$60.00) for each mechanic per year.
  - b. Approved first aid kits and materials in all work areas.
  - c. Adequate and approved safety equipment including, but not limited to goggles, shields, barriers, gloves, toe shields, hardhats and auditory and respiratory protective devices as required.

#### ARTICLE 11. MAINTENANCE OF STANDARDS

- 11.1 This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than exist in this agreement.
- 11.2 It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this agreement if such error is corrected within two (2) weeks from the date of notification of error.
- 11.3 Conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

#### ARTICLE 12. PAID FOR TIME

- 12.1 All employees covered by this agreement shall be paid for all work as scheduled by their supervisor. Rates of pay provided for this agreement shall apply.

#### ARTICLE 13. PAY PERIOD

- 13.1 Pay Day: All regular employees covered by this agreement shall be paid bi-weekly. Not more than seven (7) days pay shall be withheld from a regular employee. Each employee shall be provided with an itemized statement of gross earnings which shall contain the following information on said statement:
- a. Credit Union
  - b. Union dues
  - c. Auto insurance (MEFSA options only)
  - d. Dental insurance (MESSA options only)
  - e. United Way
  - f. Life insurance (MESSA options only)
  - g. Vacation hours accumulated
  - h. Sick leave hours accumulated

The Employer agrees to make every effort to pay second and third shift employees on Thursdays. Paychecks will be in sealed envelopes.

#### ARTICLE 14. WORKER'S COMPENSATION

- 14.1 The Employer agrees to urge the carrier of the school district's worker's compensation insurance toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing.

#### ARTICLE 15. SEPARATION OF EMPLOYMENT

- 15.1 Upon discharge, the Employer shall pay all money due to the employee as soon as practicable the next working day. Upon

quitting, the Employer shall pay all money due to the employee on his next scheduled pay day.

#### **ARTICLE 16. EXAMINATIONS AND IDENTIFICATION FEES**

- 16.1 Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination(s), where only the time spent by the employee exceeds two (2) hours and in that case, only for those hours in excess of said two (2) hours. Examinations are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.
- 16.2 The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

#### **ARTICLE 17. GARNISHMENTS**

- 17.1 In the event of notice to an employer of a garnishment, or impending garnishment, the Employer may take disciplinary action if the employee fails to satisfy such garnishment after one (1) workweek.

#### **ARTICLE 18. INSURANCE**

- 18.1 The Employer shall provide, without cost to the bargaining unit member, the following insurance coverage from July 1, 1992 to June 30, 1993:

#### **PLAN A**

- a. Super Med II with MESSA Care Ride
- b. Long-Term Disability, 50%, 90-day modified fill Plan 2, Social Security Freeze, Alcoholism/Drug Addiction/Mental/Nervous/Same as any other illness.
- c. Delta Dental Plan (75%/50%)
- d. Vision Plan (VSP-1)
- e. Negotiated Life \$5,000 w/AD&D

#### **PLAN B**

- a. Delta Dental Plan A (Mod) 006, 75/60/75: \$1,200
- b. Vision Plan VSP-2
- c. Negotiated Life \$10,000 w/AD&D
- d. Long-Term Disability (same as above)

The insurance packages presently in effect from July 1, 1993 to June 30, 1995 will be chosen from packages containing substantially the same coverage as the MESSA-PAK listed above. More than one carrier may be included in a package. The Union will be involved in the entire insurance package review. MESSA Insurance will be included in the review.

**ARTICLE 19. COMPENSATION**

**19.1 WAGES**

	1992-93	1993-94	1994-95
Utility Service Personal	\$11.02	\$11.42	\$12.07
Mechanic	11.22	11.62	12.27
Custodian	10.72	11.12	11.52

- 19.2 **Shift Premiums:** Employees working the established afternoon shift shall receive Seventeen Cents (\$.17) per hour in 1992-93, Seventeen Cents (\$.17) per hour in 1993-94 and Seventeen Cents (\$.17) per hour in 1994-95. Employees working the established midnight shift shall receive Twenty-two Cents (\$.22) per hour in 1992-93, and Twenty-Two Cents (\$.22) per hour in 1993-94 and Twenty-Two Cents (\$.22) per hour in 1994-95. Employees who work four (4) hours or more on second or third shift shall receive the shift premium for that entire day's work (8 hours).
- 19.3 **Sunday Work:** Employees shall receive Double Time (2X) for all hours worked on Sundays.
- 19.4 Any other classification put into effect by management not contained in this agreement will be negotiated between management and the Union. Such jobs shall be posted according to the Job Bid Procedure.
- 19.5 **New Employees:** Newly hired employees shall receive Forty Cents (\$.40) under scale for the first thirty (30) calendar days and he/she shall receive Twenty Cents (\$.20) under scale for the second thirty (30) calendar days' period. At the end of sixty (60) calendar days, he/she shall receive the top wage for their classification.

**ARTICLE 20. OVERTIME**

- 20.1 One and one-half times (1-1/2X) the regular hourly rate of pay shall be paid for all overtime over eight (8) hours per day or forty (40) hours per week.
- 20.2 Management recognizes their responsibility to provide twenty-four (24) hours notice, whenever possible, when employees are required to work overtime, unless an emergency should occur.
- 20.3 Employees normally working less than eight (8) hours per day may be required to work eight (8) hours per day without regard to the seniority list. Part-time or substitute employees will be allowed overtime only after the regular seniority list is exhausted. Every effort shall be made to give senior employees the opportunity to make up regular or overtime work if they are inadvertently overlooked in the scheduling of such work. If a senior employee refuses or is unavailable for such work, this section shall not apply.
- 20.4 **Overtime Equalization:** Each school shall keep a record of total paid hours weekly for each employee. Hours offered and refused shall be charged into the employee's total paid hours. The employee with the lowest paid hours shall be the first assigned to overtime.
- 20.5 Employees working out of classification for four (4) hours or more per day shall receive the higher rate for the entire day. Employees temporarily working in a lower rated classification shall retain their regular rate of pay unless transferred permanently (30 days or more). If transferred permanently, the new classification rate begins upon change.
- 20.6 Emergency call-in will guarantee bargaining unit members three (3) hours pay at the prevailing rate.
- 20.7 Overtime shall be distributed to bargaining unit members who normally work within each building as equally as possible. The Union shall be given a list once monthly of all overtime hours.
- 20.7.1 New or transferred bargaining unit members shall start with overtime hours credited to them in line with the average overtime

hours of the bargaining unit members presently employed in that building.

- 20.7.2 Record of overtime hours shall start from zero (0) each July 1st.
- 20.8 Refer to Overtime Assignment Procedure in Appendix A.

#### **ARTICLE 21. JOB BIDDING**

- 21.1 In the event job openings covered by this agreement occur, the administration shall draft a notice to be posted on the Union bulletin board stating job classification, job location, shift, rate of pay and any special information deemed necessary to describe said opening.
- 21.2 Vacancies will be posted within seven (7) working days of their occurrence.
- 21.3 New positions will be posted within five (5) working days of their creation.
- 21.4 All bid positions will be filled within ten (10) working days after positions have been awarded. When a vacancy is filled, announcement of such job award will be posted by the Employer, within five (5) working days, on custodial bulletin boards in all buildings.
- 21.5 The Union representative will be invited to all bid openings.
- 21.8 When filling vacancies or positions within the Union, the district will award bids by seniority and ability, providing application is made in writing within five (5) working days.
- 21.7 The above procedure shall be the method of filling all open jobs except the classification of Maintenance Mechanic. Consideration for this job shall be based on the employee's ability to prove that he passed the regular State of Michigan Mechanics Certification and in addition, be able to demonstrate satisfactory mechanical ability during the thirty (30) day trial period.

21.8 In the event no one makes application or an emergency arises, the supervisor may fill the vacancy with the least senior employee.

- 21.9 The Board of Education shall reserve the right to hire all supervisory employees after present employees have been screened by the Board of Education.
- 21.10 Ability shall be considered to include employee experience, attendance and such physical well-being as deemed necessary to perform the job. If the most senior employee does not have the ability, this will be discussed at the opening. The employee awarded the bid will be assigned the job for a trial period of up to thirty (30) days. During trial period, the building principal may determine whether the employee is able to fulfill the job requirements. If the employee is unable to fulfill the job requirements, he shall be returned to his previous position. Employees, if any remaining on the list, shall then be considered after further consultation with the Union representative, provided such vacancy may be filled temporarily by the supervisor until such successful applicant is appointed, but at no time shall it exceed more than thirty (30) days. If the employee remains on the job after the trial period, he shall not be allowed to bid again for a six (6) month period from the date of the job change, unless no other employee bids.

#### **ARTICLE 22. VACATIONS**

- 22.1 All regular full-time employees having one (1) full year and less than eleven (11) years of service shall be entitled to two (2) weeks vacation with pay upon the occurrence of their anniversary date of hire.
- 22.2 After ten (10) years of service, custodians will be granted three (3) weeks vacation annually with pay based on the employee's anniversary date of hire.
- 22.3 After fifteen (15) years of service, custodians will be granted four (4) weeks vacation annually with pay based on the employee's anniversary date of hire.

- 22.4 Vacations are to be taken during the calendar year and are to be approved by the supervisor who shall endeavor to satisfy each employee according to Article 22.7.1.
- 22.5 Should an employee leave the employment of the school district for any reason, he shall be paid vacation on a pro-rated basis, one-twelfth (1/2th) for each month during which the employee works. This section shall not apply to part-time employees or temporary summer help. Employees must work eleven (11) months from anniversary date to anniversary date to qualify for a full vacation under this agreement.
- 22.6 Employees shall be permitted to choose either a split or continuous vacation and, wherever possible, the employee shall have the right to choose the time of his vacation. If there are more requests for a certain period than can be allowed, senior employees shall have preference on a rotation basis. It is the intent that the employee will give his supervisor proper notice prior to taking a vacation so the supervisor will have time to replace him during that period of time.
- 22.7 Except for a maximum of five (5) days which may be carried over, vacations must be taken during the anniversary year following the one in which it was earned, unless impossible because of the requirements of the workload. However, where a school's schedule is prohibitive, vacations will not be allowed for two (2) week periods prior to and after the beginning of each school season, as previously practiced. A minimum of one (1) week's notice will be required prior to vacations being taken.
- 22.7.1 Each employee eligible to take time off for a vacation period shall request his desired time off for vacation in writing on forms furnished by the school district by two (2) weeks before the end of the month prior to each two (2) month period of the year, unless otherwise approved by the supervisor. The Employer shall make a schedule showing its vacation periods and shall make copies available for posting at the beginning of each two (2) month period. Employees shall select vacation periods according to individual preferences and seniority and shall be assigned vacations on such basis with due regard to the continuity of operation. If the Employer receives more than one (1) request by the due date for the same period of time, then seniority shall

prevail as to who shall be granted that period. Seniority shall not permit bumping an employee who has timely selected a vacation period. It is intended that whenever possible for vacations to be taken during the summer when school is not in session. The first due date for vacation request forms is May 15 to cover the two (2) month period from June 1 to July 31. The procedure will continue in like fashion thereafter.

- 22.8 Vacations shall be considered as a matter of right and, if cancelled because of work necessity, shall be rescheduled or paid for at straight time as extra compensation for the period, whichever the employee chooses.
- 22.9 Each employee who leaves his employment of his own accord shall be entitled to take his pro-rated accumulated vacation pay. This accumulated vacation pay shall also be considered as a death benefit to be paid to his beneficiary.

**ARTICLE 23. HOLIDAYS**

- 23.1 All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day:

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
Christ	Independence Day

- 23.2 Employees are entitled to holiday pay if the holiday falls within the first (1st) thirty (30) days of the absence due to illness, non-occupational injury or within the first (1st) six (6) months of absence due to occupational injury or during a period of permissible absence.



## ARTICLE 24. SICK LEAVE

- 24.1 All employees covered by this agreement shall receive twelve (12) days paid sick leave per year and it shall be accumulated into a sick leave bank not to exceed ninety-six (96) days. Such sick leave bank will be paid to employees who terminate their employment in good standing and are not discharged. Sick leave bank shall be pro-rated at Twenty Three Dollars (\$23.00) per day and shall not exceed Two Thousand Two Hundred Eight Dollars (\$2,208.00). Employees must have five (5) years of experience in Bangor Township Schools to be eligible.
- 24.2 Qualifications for Sick Leave: Employees will qualify for sick leave payments, beginning with the first day of sickness if he has at that time, a minimum of twenty-four (24) days of accumulated sick leave. Any employee who doesn't have twenty-four (24) days of sick leave accumulated will be eligible for the first three (3) days of paid sick leave each year. After the first three (3) days are used, the following shall apply: Employees will qualify for additional paid sick leave days beginning with the fourth consecutive day of such illness each year. All previously established sick leave will be retained by each employee. The Employer shall retain the right to request a doctor's statement for questionable illnesses.
- 24.3 Qualification Exemption: Any employee who has accumulated thirty-five (35) days sick leave at the beginning of any contract year (1982 or later) shall from this day forward be exempt from Section 26.2 requirements, but may be asked to provide proof of illness after three (3) days use during the year.

## ARTICLE 25. MISCELLANEOUS PROVISIONS

- 25.1 On days when schools are closed because of inclement weather, it shall be custodial employees' responsibility to report to their assigned stations at the regular time or as soon as safe travel conditions will permit to assist with the removal of snow or other duties.

Employees who are unable to report to work shall notify the administrative office at the earliest time possible that they are unable to report for work.

Employees will not be paid for absences resulting from inclement weather if the administrative office remains open. If for any reason the administrative office deems it prudent to send employees home early, said employees shall be entitled to be paid for the remainder of their regular shift.

- 25.2 Job Training: The tuition for job training for employees, jointly approved in writing prior to enrollment, will be shared by the Employer and employee (50-50) upon successful completion of the course.
- 25.3 Mileage: Employees shall receive Twenty-Two Cents (\$.22) per mile for the use of personal cars when required by the school board.
- 25.4 Substitute Custodians: A substitute custodian may be used at any school or shift provided that a minimum of two (2) hours overtime for each of the first three (3) days of an absence be awarded to the bargaining unit members(s) in that building. It is understood that not more than three (3) substitute custodians may be assigned on any given day. Substitutes shall receive eight dollars (\$8.00) per hour and pay prorated Union dues. Substitutes shall not receive benefits, except those required by law, or placement on the seniority list unless hired as a bargaining unit employee. This overtime may be delayed in order to make the most productive use of it. Delayed overtime not worked or charged by June 30 of each year will be paid at the bargaining unit member's overtime rate.

## ARTICLE 26. TRANSFER

- 26.1 When there is a shortage of personnel in a location or project, a temporary transfer of personnel may take place. All such transfers will be temporary, not to exceed thirty (30) calendar days, unless extended by mutual agreement. The employee so transferred will be paid at his regular rate of pay or the rate of the position he is assigned to, whichever is greater.

26.2 If a special need arises requiring a temporary transfer of more than thirty (30) days of duration, this exception shall be made the subject of negotiations with the Union. This work will be offered to qualified employees on a voluntary basis before any involuntary assignment is made.

26.3 Permanent involuntary transfers shall be made only for reasonable and just cause, and shall affect the least senior employee first within a particular classification on a shift.

#### ARTICLE 27. DISCHARGE, DISCIPLINE, AND DISCRIMINATION

27.1 Discharge: Except for probationary employees, the Employer shall not discharge or suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee in writing, and a copy of the same to the Union, except that no warning notice need be given to an employee if he is discharged if the cause of such discharge is:

27.1.1 Dishonesty or theft.

27.1.2 Drinking and/or the possession of intoxicants or illegal drugs on the job.

27.1.3 Recklessness resulting in serious accident to self or others while on duty. Recklessness shall mean flagrant disregard of safety for self and others and not necessarily be construed to be the same as reckless driving under the Michigan Penal Code.

27.1.4 Flagrant insubordination.

27.1.5 Leaving job or assigned area without permission of supervisor shall be considered a dischargeable offense or a voluntary quit without notice unless it is an emergency.

27.1.6 Absence from work for three (3) consecutive workdays without notifying supervision of a reasonable excuse for such absence during that time.

27.1.7 Immoral sexual conduct on the job.

27.2 The following offenses shall not result in discharge for first offense, but shall result in discipline of no less than a seven (7) day suspension without pay or, in accordance with the penalty assigned to Step Three of the Progressive Discipline Steps:

1. Fighting on school premises.

2. Flagrant profanity or lewd gestures.

3. Willful destruction of school property.

4. Coercion or threatening any custodial or maintenance employee.

5. Failure to report all accidents promptly. Personal injury accidents must be reported as soon as practicable.

6. Sleeping on job during working hours.

27.3 Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. A request by an employee for an investigation as to his discharge or suspension must be made by written request within ten (10) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within fifteen (15) days from the date of hearing or suspension unless extended by mutual agreement of the Board of Education and the Union. If no decision has been reached during the fifteen (15) days, the case shall then be subject to the Grievance Procedure provided within this agreement.

27.4 Uniform rules subject to progressive discipline steps shall be applied uniformly in accordance with the policies of the Board of Education.

The following shall be the standard progressive discipline steps applicable to any combination of lesser violation than previously listed in Section 27.2:

Step 1: Verbal notice.

Step 2: Written notice (reprimand).

Step 3: Three (3) day suspension with written notice.

Step 4: Seven (7) day suspension with written notice.

Step 5: Discharge with written statement of just cause.

27.5 Rules applicable to progressive steps considered lesser conduct infractions:

1. Knowingly punching another employee's time card.
2. Repeated tardiness in reporting for work without a reasonable excuse.
3. Failure to carry out any reasonable order given by supervisor or administrator provided such order is not a violation of any provision of this agreement.
4. Absence by work caused by other employment.
5. Excessive absenteeism, when it becomes apparent that the employee's attendance is not regular as compared to average attendance by other employees, he shall be given written notice and such record shall be presented to the Union who shall also review such record with the employee.
6. Failure to notify supervision or building principal of lateness or absence no later than one (1) hours after start of work shift. Further, it is every employee's duty to notify his supervisor as far in advance as possible in order for the supervisor to have every opportunity to schedule a replacement for the start of the shift. The supervisor will provide a workable alternative procedure for times when he is not available.

7. Failure to work the regular hours established by supervisor unless prevented from doing so by reasonable excuse.

8. The carrying of unauthorized passengers in school vehicles while on the job.

27.6 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 twelve (12) months from date of issue. It follows, that progressive discipline will be based on discipline recorded within the most recent twelve (12) month period.

27.7 An employee who is formally charged with employment-related civil and/or criminal action(s) shall have the option of requesting a ninety (90) day unpaid leave of absence prior to any imposition of discipline by the Employer based upon the same alleged misconduct giving rise to the civil and/or criminal charges. At the conclusion of such leave, or any extension thereof, the Employer shall have ten (10) working days during which to take disciplinary action against the employee for such conduct or misconduct. This shall not diminish the right of the Employer to suspend the discharged employee, with pay, pending administrative investigation of the alleged employment-related misconduct and shall not prejudice the Employer's right to impose discipline as a result of said investigation.

#### ARTICLE 28. DURATION OF AGREEMENT

THIS AGREEMENT shall be effective July 1, 1992 and shall continue in effect until June 30, 1995.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_.

**BANGOR TOWNSHIP BOARD OF EDUCATION**

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**Superintendent**

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**Chief Negotiator**

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**Board Secretary**

**BANGOR TOWNSHIP ESP, MEA/NEA (BUFFER)**

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**President**

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**Chief Negotiator**

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**Secretary/Treasurer**

**APPENDIX A**

Overtime Assignment Procedure

1. All overtime worked or refused by an employee in his/her respective building will be charged to the building Overtime Equalization List.
2.
  - (a) Overtime within an employee's building will be offered to the employee with the lowest total hours on the current Equalization List posted in their assigned building presently on the job. There will be an allowable ten (10) hour spread between the highest and lowest man in overtime hours.
  - (b) If overtime for the following buildings (North, West, Edison, Lincoln and Central) cannot be performed by employees in their respective buildings, it shall be offered to all employees in the buildings above. If additional buildings are opened they shall be added to this list.
  - (c) If overtime is refused by employees in the schools listed above, then the entire seniority list shall be utilized to procure employee(s) to perform the overtime work with the most senior employees called first.
3. Overtime assignments to cover scheduled absences shall be posted as far in advance as practicable. Assignments for unscheduled absences or emergencies will be made as soon as possible.
4. Emergency or sick call-in of less than one (1) hour before shift change will be offered to the employee who will work the time. Short notice of overtime will not be charged to the building Overtime Equalization List for refusal of overtime.
5. Overtime in buildings other than the employee's assigned building(s) will not be charged to the employee's building Overtime Equalization List except in the elementary building group.

6. Employees on extended leave for more than two (2) weeks will, upon their return to work, be brought up to the average total hours on the Overtime Equalization List.
7. Normal overtime will be worked on a shift overlap basis as assigned by their supervisor.

**APPENDIX B**

**LETTER OF UNDERSTANDING**

The parties understand and agree that this contract may reopen at any time with fifteen (15) days written notice to the other party for the purpose of negotiating wages, skills and job description of the Utility Technician Position, and/or development of an early retirement incentive plan.

IN WITNESS WHEREOF, the parties have caused this Letter of Understanding to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

BANGOR TOWNSHIP  
BOARD OF EDUCATION

BANGOR TOWNSHIP ESP  
MEA/NEA (BUFFER)

\_\_\_\_\_