

3170

8/30/99

**AGREEMENT**

**BETWEEN**

**LAWTON COMMUNITY SCHOOLS**

**AND**

**LAWTON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
MEA/NEA**

**1997-99**

**EXPIRES AUGUST 30, 1999**

*Lawton Community Schools*

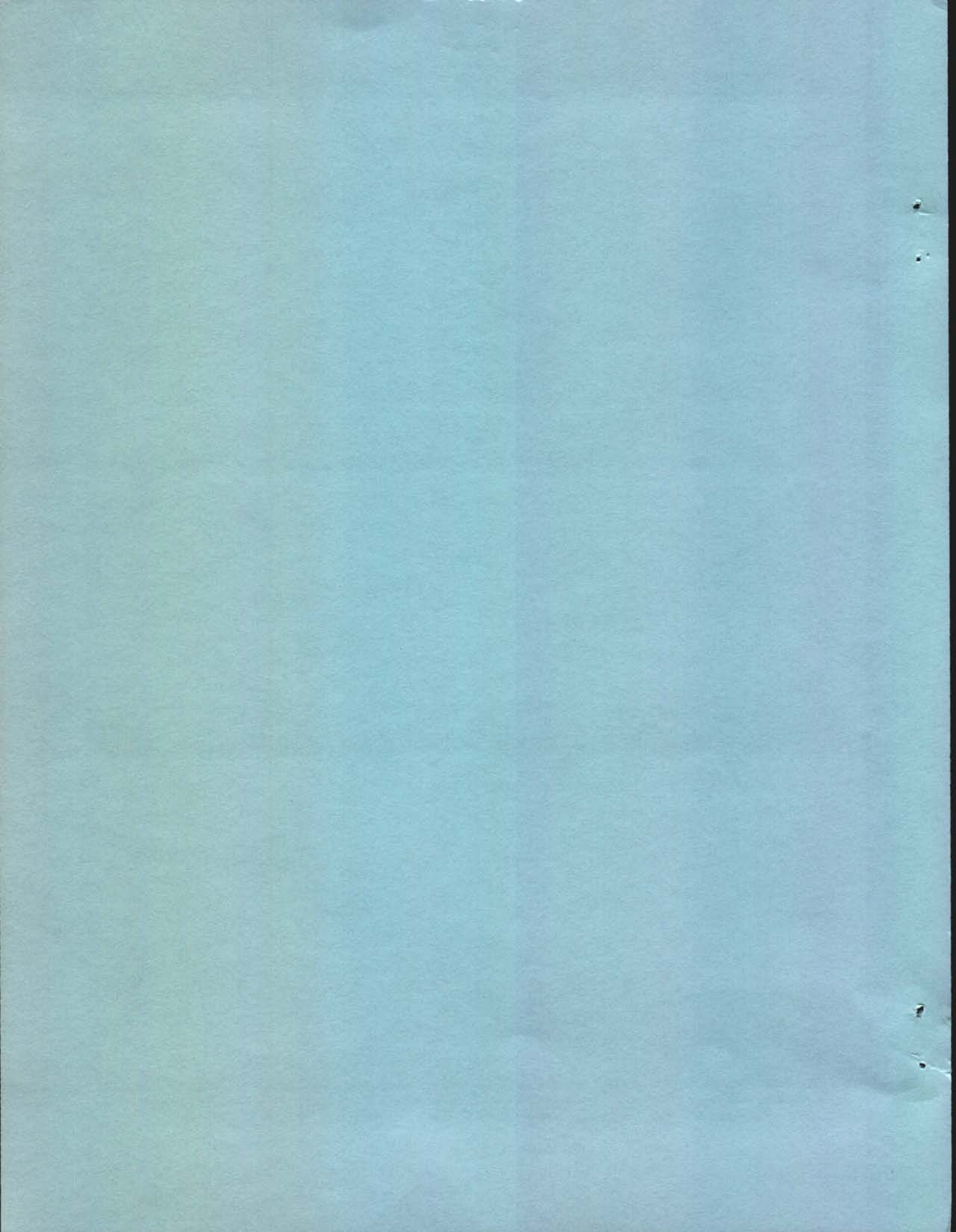




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## **ARTICLE I**

### **AGREEMENT**

This Agreement is entered into effective August 30, 1997, by and between the Lawton Board of Education of Van Buren County, Michigan, hereinafter called the "Board," and the Lawton Educational Support Personnel Association, affiliated with the Michigan and National Educational Support Personnel Association, hereinafter called the "LESPA" or the "Association."

## ARTICLE II

### RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all full- and part-time custodial, aides, regular and special education bus drivers, bus mechanics, assistant maintenance/ grounds, secretaries, and all food service personnel but excluding supervisors, the central office bookkeeper, secretary to the Superintendent, Business Manager, Buildings and Grounds Supervisor, substitutes, casual employees, and all other employees.
- B. Both parties agree to abide by their respective obligations under the Public Employment Relations Act.
- C. The general purpose of this Agreement is to set forth the wages, hours, and terms and conditions of employment.
- D. The term "Board" when used hereinafter in this Agreement shall refer to the Board of Education of the Lawton Community Schools and its administrative employees.
- E. Unless otherwise indicated, the term "employee" or "support personnel" when used hereinafter in the Agreement shall refer to all members of the above-defined bargaining unit. Reference to male employees shall include female employees.

## ARTICLE III

### EMPLOYER RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws, or any other laws or regulations, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished hereby by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
  2. Continue its rights, policies, and practices of assignment and any direction of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify, or change any business or school hours or days.
  3. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, dissemination, and/or providing its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
  4. Adopt rules and regulations.
  5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
  6. Determine the placement of operations, production, service, maintenance, or distribution of work and the source of materials and supplies.
  7. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

**Article III, Employer Rights, continued**

8. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
  9. To establish training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs.
  10. The right to direct the working forces, including the right to hire, promote, suspend, and discharge employees, transfer employees, determine the size of the work force and to lay off employees.
  11. Determine the qualifications of employees, except as otherwise defined in this Agreement.
- C. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board and administration.
- E. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board.
- F. In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

## ARTICLE IV

### ASSOCIATION RIGHTS AND SECURITY

- A.
1. The Association and its representatives shall have the right to use school facilities and office equipment for Association meetings at reasonable times other than during working hours when such facilities are not otherwise in use and upon prior approval by the administrator responsible for such facilities and equipment. Approval shall be withheld/granted on the same basis as other, non-Association requests. Work schedules may be modified to allow for Association meetings provided modification is approved by the Superintendent.
  2. The LESPA president will certify in writing to the superintendent the name of any employee who serves as a VBCEA representative by September 1 of each year. That employee will be released without pay to attend VBCEA meetings, not to exceed once per month provided the employee notifies both the business office and his immediate supervisor of the time he will be absent at least three (3) workdays in advance. A substitute may be used, or the work hours made up at a time mutually scheduled between the employee and his supervisor, at the discretion of the employee's supervisor.
  3. The Association shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Association's use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damages caused to said equipment by improper use by individuals using it for Association business.
- B. The Association shall have the right to post notices of activities and matters of Association concern on designated employee bulletin boards in non-student areas of each building or facility to which bargaining unit members may be assigned. The Association may use the inter-school district mail to distribute Association material. A copy of all such notices will be forwarded to the Employer.
- C. Association Representation. Support personnel shall be represented by Association Representatives and/or MEA Staff, or their designee. Both Association Representatives and Alternate Association Representatives shall be members of the bargaining unit. The Association shall furnish, in writing, to the Board, the names of Association Representatives or designee(s) upon their election or appointment. Should the Association Representative be required to attend a meeting called by the Board during working hours, they shall suffer no loss of pay thereby.



**Article IV, Association Rights and Security, continued**

- D. Upon written authorization from the support personnel employee, the Board shall deduct from the wages of the support personnel employee Association dues or representation fees. Such authorization shall continue in effect unless revoked in writing by the bargaining unit member. The Association will certify, at least annually to the Board, fifteen (15) days prior to the date of the first payroll deduction for Association dues and representation fees the amount of said dues and fees.
- E. **Bargaining Unit Work**
1. The work which is not customarily performed by bargaining unit employees may be performed by non-bargaining unit persons.
  2. The work which is customarily performed by bargaining unit employees shall not be performed by non-bargaining unit persons except as follows:
    - (a) Bus trips to athletic contests to which Board paid coaches may drive their own teams.
    - (b) Field trips to which teachers may drive their own classes.
    - (c) Emergencies when bargaining unit employees are either not available or are unwilling to perform such work.
    - (d) Work performed by the maintenance supervisor or the Superintendent's secretary.
    - (e) In the event the Board determines it is necessary for work to be performed by non-unit persons, for whatever reason, which will result in the reduction (displacement) of bargaining unit work, employees or their hours, the Board will meet with the Association prior to making the decision to subcontract and will negotiate the effects of such subcontracting with the Association.
  3. The Board, subject to the above, reserves the right to determine the means of performing any work.
  4. **An employee whose position is eliminated due to subcontracting may bump into his former classification(s) based on the employee's seniority in that classification(s).**
  5. Nothing contained in this Agreement shall be construed to require the Board to offer overtime, except as otherwise provided in this Agreement.

**Article IV, Association Rights and Security, continued**

6. The Board agrees it will not subcontract for the sole purpose of discriminating against the Association.

**F. Agency Shop**

1. Any support personnel employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties shall, as a condition of employment, pay as a representation fee to the Association a legally permissible amount (not to exceed union dues) as determined by the Association in a legally permissible manner; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided herein. In the event that the bargaining unit member shall not pay such representation fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.77; MSA 17.277(7) and at the request of the Association, deduct the representation fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
2. It is agreed that the Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization forms or by reason of the Employer's compliance with the provisions of this Article.
  - (a) In all proceedings in which the school district is involved, the legal expense incurred by the Employer in connection with the application of this provision shall not exceed expenses which are usual and customary in proceedings at that level.
  - (b) The Association is allowed to defend such action, at its own expense and through its own counsel.
  - (c) The Board shall give timely notice of such action to the Association.
  - (d) The Board shall give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

## ARTICLE V

### SUPPORT PERSONNEL RIGHTS AND PROTECTION

#### A. Discipline

1. No seniority (non-probationary) support personnel employee shall be warned, reprimanded, disciplined or discharged without just cause. The specific grounds forming the basis for disciplinary action will be made available to the support personnel employee in writing.
2. Upon request, a support personnel employee shall be entitled to have present an Association representative when being reprimanded or disciplined.
3. The Association President shall be notified of discipline of a bargaining unit member, but details of the disciplinary action shall not be divulged without the employee's consent.

#### B. Assaults

Any case of assault upon a support personnel employee shall be promptly reported to the Employer. The school district shall promptly render reasonable assistance (e.g. information for filing of complaint, use of District telephone, etc.) to the support personnel employee in connection with the handling of the incident by law enforcement authorities. This requirement of reasonable assistance shall not apply if the employee provoked the incident or otherwise contributed to the occurrence. When reasonable assistance is rendered the employee shall fully cooperate with school administrators and law enforcement authorities in the investigation of the assault.

#### C. Files and Records

Support personnel employees shall, upon proper notification to the Superintendent, be permitted to review the contents of their personnel files. Support personnel employees shall be given copies of all evaluative and/or disciplinary materials which are placed in their personnel files and shall, upon request from the administration, sign for receipt of such material. Any support personnel employee who disagrees with the information contained in his/her personnel file may submit a written rebuttal. If a written rebuttal is not submitted within twenty (20) business days from the date the employee becomes aware of the information contained in his/her personnel file, this shall be conclusively construed to mean the employee does not disagree with the information.

**Article V, Support Personnel Rights and Protection, continued**

D. Evaluation

Each employee shall be evaluated as deemed appropriate by the Employer at least annually. A pre-evaluation conference, which is optional, may be held with the employee by the evaluator. The evaluation form will include three categories: Satisfactory, Unsatisfactory, and Needs Improvement. A place will be provided on the form for the evaluator to include compliments, reasons for indicated deficiencies, and general comments and for the evaluator to indicate any assistance which will be made available to the employee. A place will also be included for the employee's comments. The evaluator will sign and date the evaluation form, and the employee will sign and date the evaluation form, but the form will indicate that signing by the employee does not necessarily mean that the employee agrees with the evaluation. All evaluation documents may be placed in the employee's personnel file. An employee who initially receives an Unsatisfactory in one or more of the evaluation categories will be evaluated again after an appropriate time, which may be immediately but not more than sixty (60) days worked by that employee after the initial evaluation.



## ARTICLE VI

### WORK DUTIES AND COMPENSATION

- A. The employment schedule of support personnel employees shall be as set forth in Appendix "A".
- B. The basic compensation of the support personnel employee shall be as set forth in Appendix "B". There shall be no deviation from said compensation rates during the life of this Agreement.
- C. The following conditions shall apply to all overtime work:
  - 1. Time and one-half shall be paid for all time worked in excess of forty (40) hours in one (1) work week or eight (8) hours in one day, except that bus drivers shall not be eligible for overtime unless the forty (40) hours requirement is met. Overtime hours shall not be pyramided.
  - 2. Vacation days, holidays and over time shall be computed based only on hours actually worked (personal business days, and sick leave will not count).
  - 3. By Agreement between the involved employee and his/her supervisor, compensatory time (at 1 1/2 hours for each one (1) hour worked) may be substituted for overtime payments specified above. Compensatory time, if given, must be used in the pay period in which it is earned unless agreed otherwise.
  - 4. If an overtime assignment is declined by available employees in that classification, the Employer shall have the right to assign the overtime to the least senior qualified person in that classification.
  - 5. Overtime, Holiday, and Sunday Pay. Overtime, as defined in (C)(1) above, and Sunday Pay will be compensated at one and one-half (1 1/2) time, unless taken as compensatory time. Holiday pay shall be double time (2 times) the regular rate.
  - 6. Overtime shall be limited to four (4) hours overtime when the overtime assignment is in addition to an eight- (8) hour shift, except in cases of emergency.
  - 7. No employee shall work overtime without the permission of his/her supervisor. A detailed record of overtime shall be kept by the Business Manager.

**Article VI, Work Duties and Compensation, continued**

8. Overtime for all employees except bus drivers and custodians shall be assigned on a rotating basis among qualified employees in the classification by building to which they are assigned, beginning with the most senioried employee the three (3) buildings are K-5- Multipurpose/Library, 6-8, and 9-12. Overtime for custodians shall be assigned on a rotating basis by two (2) groups of buildings to which they are assigned, beginning with the most senioried employee, unless (4) above applies. The two (2) groups of buildings are high school and all other buildings. Work of employees not assigned to one building does not have to be offered to other employees who are outside their classification.
- D. The fringe benefits of the support personnel employees shall be as set forth in Appendix "C".
  - E. Payroll deductions, to the extent possible, shall be made in equal amounts per paycheck.
  - F. Employees shall be paid bi-weekly on an hourly basis (run basis for drivers).

## ARTICLE VII

### SENIORITY

- A. Support personnel shall accrue dual seniority, one being "district" seniority and other being "classification" seniority. District seniority shall be defined as the length of continuous service within the district as a member of the bargaining unit. Classification seniority shall be defined as the length of continuous service within a classification. Accumulation of seniority shall be retroactive to the last date of hire (i.e., day reported for work as a unit employee). If an employee is reassigned to another classification, seniority in the former classification shall be frozen. In the event that more than one individual has the same starting date of work, position on the seniority list shall be determined by casting lots.
- B. For purposes of seniority only, part-time employees working less than fifteen (15) hours per week shall accrue seniority on a half-time basis. Bus drivers driving two (2) runs per day shall be considered full-time for purposes of seniority only. Drivers driving one (1) run or less per day will be considered half-time for purposes of seniority only.
- C. Seniority shall be deemed to have accrued during voluntary unpaid leaves taken prior to March 13, 1989, but shall not accrue during voluntary unpaid leaves beyond a total of thirty (30) or more workdays taken during a fiscal year (July 1 to June 30) which are taken after March 13, 1989. Seniority shall continue to accrue while a bargaining unit member is on layoff and during 'involuntary' unpaid leaves of absence.
- D. Seniority shall be computed utilizing years and days. A support personnel employee working 170 days or more in one fiscal year, July 1 - June 30, shall be given one (1) year of seniority.
- E. All new support personnel employees shall be on probation for the first one hundred twenty (120) days worked. Probationary support personnel 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. Probationary support personnel employees shall have all the rights and benefits under this Agreement except probationary employees may be discharged, disciplined, or reprimanded for reasons sufficient to the Board without access to the grievance procedure.

**Article VII, Seniority, continued**

- F. The Board shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and posted in all buildings of the district and shall be given to all support personnel within thirty (30) working days after the effective date of this Agreement with revisions and updates prepared and posted annually thereafter. The seniority list will reflect the hire date and the total length of service in years and days. A copy of the seniority list and subsequent revisions shall be furnished to the Association president. If no objections are received within thirty (30) working days thereafter, as to the accuracy of the seniority list, the Employer's list shall be regarded as conclusive.
- G. Seniority shall be lost by support personnel upon termination, resignation, retirement, failure to return as scheduled from a leave of absence or layoff, or transfer to a non-bargaining unit position.



## ARTICLE VIII

### VACANCIES, TRANSFERS AND ASSIGNMENTS

- A. A "vacancy" shall be defined as a newly created position within a classification that is represented by the Association or a present position within a classification that is represented by the Association which the Board wishes to fill and which becomes vacant by reason of permanent separation (resignation, retirement, death, or discharge) of the bargaining unit member formerly in that position. In addition, if an individual employed in a classification that is represented by the Association is granted a voluntary leave of one (1) or more years and the Board wishes to fill that position, the position shall be considered a 'vacancy' when the voluntary leave commences.
- B. Vacancies (except for drivers) shall be posted for not less than nine (9) calendar days in a conspicuous place in each school building prior to permanent filling of the vacancy. Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the nine (9) calendar days posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, and August) by sending notice of same to the Association president.

The posting shall consist of:

1. Type of work/classification;
  2. Location of work;
  3. Starting date;
  4. Hours to be worked;
  5. Requirements and job qualifications;
  6. Rate of pay.
- C. All applicants from the bargaining unit shall be considered for vacancies and be offered an interview. Within ten (10) workdays after employment of an applicant, 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.
- D. Vacancies shall be filled with the most senior qualified applicant from within the classification in which the vacancy exists first, then from most district senior qualified applicants within the bargaining unit. Support personnel employees will be considered qualified if they meet the requirements and job qualifications as provided in the job description, or qualifications that existed in that position at that time.

Article VIII, Vacancies, Transfers and Assignments, continued

The qualified employee selected for the vacancy will be given up to a thirty- (30) day workday trial period if the employee will be moving into a new classification or a new subclassification. At the option of either the employee or the Board, the employee shall be reassigned as soon as practicable back to his last position which could be temporarily filled with whomever the Employer chooses. A decision made by the Employer to reassign an employee back during the trial period shall not be grievable. Nothing shall require the district to wait for a full thirty- (30) workdays before reassigning the employee if the employee clearly will not be satisfactory to the Employer.

If the trial period is less than thirty (30) days as determined by the Board, the employee may request and obtain a hearing before the Board. The written request for the hearing shall be made through the Superintendent. The classifications and subclassifications are as follows:

<u>Classifications</u>	<u>Subclassification</u>
1. Bus Drivers	Special Ed. Driver
2. Food Service	Cook Kitchen Helper
3. Aides	
4. Bus Mechanic	
5. Secretary	
6. Custodial/Grounds/ Maintenance	Custodial Asst. Maintenance/Grounds Day Custodian/Maintenance/ Grounds

- E.
- (1) Bus route assignments will be open for bidding by seniority once each year at the initial bus driver meeting prior to the start of school. Routes will be open for bids a second time after the routes are finalized in the fall.
  - (2) Whenever a bus route assignment becomes vacant, the route assignment will be posted on the bus drivers' bulletin board. If another driver wishes to apply for the route opening, he/she may do so by submitting a letter to this effect to the Superintendent within nine (9) calendar days following the posting. The most senior driver submitting an application for the vacancy shall be awarded the assignment. The Board reserves the right to temporarily fill the vacant bus route assignment during the school year until the next bidding.

## Article VIII, Vacancies, Transfers and Assignments, continued

The Board reserves the right to reassign drivers if necessary for the health, safety, and/or morale of the driver and/or students.

- F. Any bargaining unit member assigned by a supervisor to temporarily assume the position of another bargaining unit member for more than three (3) consecutive days, including overtime assignments, will be paid the wage rate for that position or the employee's regular wage rate, whichever is greater.
  
- G. Whenever extra work is required of food service personnel to prepare food for extra functions, the Food Service Supervisor will be responsible for making the arrangements. When additional help is needed, the additional help will be assigned based on a sign-up sheet on a rotating basis by seniority. However, the Board reserves the right to assign work out of rotation in the event that rotation would require the payment of overtime. Food service personnel interested in these extra assignments must sign up at the beginning of the school year.
  
- H.
  - (1) School year employees, i.e., aides, cooks, and bus drivers, shall be provided the opportunity to perform temporary work during the summer months, as such work is available, provided they are qualified according to the job description. Such work shall be paid at the regular rate paid by the Employer for such work, but seniority or benefits shall not accrue as the result of such work.
  
  - (2) The Employer will offer such work in order of district seniority from a list wherein employees have indicated interest and reasonable availability. An employee will be removed from the list if he/she is unable to be reached or declines the opportunity three times. It shall be the responsibility of the employee to provide the Employer with a current address and phone number.
  
  - (3) The filling of these assignments will not reduce the hours or cause the layoff of regular bargaining unit members.

## ARTICLE IX

### REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. "Layoff" shall be defined as a determination by the Employer to effectuate a reduction in the total number of employees, or as the result of the return of another employee from leave of absence, which reduction is implemented through discontinuing whole bargaining unit position(s), to the extent practicable or reduction of hours. The parties agree that the intent of this provision is to allow for a reduction of hours among positions within a classification. However, the parties agree to confer before reduction of hours or layoff notices are issued. The Employer reserves the right to select the job classification(s), department, or school in which reduction shall take place.
- B. Employees to be laid off will receive at least fifteen (15) calendar days' written notice of layoff except in cases of emergency such as natural disasters and unforeseen circumstances which would reasonably prohibit such notice, in which case written notice will be given as soon as is practicable.
- C. Layoffs will occur within classification according to the following procedure:
1. Probationary employees within the affected classification(s) shall be laid off first provided the remaining employees are qualified to perform the remaining work.
  2. Non-probationary employees within the affected classification(s) shall then be laid off in inverse order of classification seniority, as defined in Article VII of this Agreement, provided that the remaining employees are qualified to perform the remaining work.
  3. Upon layoff from a classification, non-probationary employees will be offered and may accept vacancies for which they are qualified in other classifications, in order of district seniority. Following a thirty (30) calendar day trial period, the employee may be returned to a layoff status in his/her regular classification if the employee so desires or if the employee proves unqualified to perform the work, as defined in this Agreement. Up to one (1) year from the time a vacancy is so filled, the employee will accrue seniority in the classification from which he/she is laid off. If the employee has not been recalled to his/her original classification after one (1) year, the employee must elect either accrual of seniority in the new classification, or return to layoff status in his/her original classification. All seniority in his/her original classification shall be frozen if the employee elects accrual of seniority in the new classification, and seniority in the new classification shall be frozen if the employee elects to return to layoff status in his/her original classification.



**Article IX, Reduction in Personnel, Layoff and Recall, continued**

- D. A laid off bargaining unit member shall, upon written declaration of their reasonable availability, be granted priority status on the substitute list within their classification(s). Such substitute service shall be compensated at the regular rate. If an employee refuses such opportunity to substitute, or is unable to be reached three (3) times, the employee's name shall be removed from the substitute list. It shall be the responsibility of the employee to provide the Employer with the telephone number and address where the employee can be reached.
- E. Laid off bargaining unit members may continue, at their own expense, their insurance benefits by paying the applicable premium for such coverage for a period of up to eighteen (18) months. Such payments shall be made on a payment schedule established by the Board and shall only be allowed if permitted by the insurance carrier(s) and/or policyholder(s). Employees also have a right of conversion for term life insurance which must be exercised within thirty (30) calendar days of separation, including layoff. The employee is responsible for making contact with the insurance company. Any layoff under this Article shall suspend, for the duration of the layoff, the Employer's obligation to pay salary or any other benefits under this Agreement.
- F. The Employer shall recall employees from layoff according to classification seniority to the vacant position(s) in his classification, provided that the recalled employee is presently qualified (at the time of recall) and has the necessary skills, training, and ability to perform the available work. In addition, the opportunity to fill vacancies during layoff shall be provided pursuant to Article IX(C)(3) above.
- G. Notices of recall shall be sent by certified mail, return receipt requested, to the employee's last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given seven (7) work days from receipt of notice to report to work. Provided, that if the employee receives more than seven (7) workdays advance notice of recall, the employee shall immediately give a written acceptance or rejection of the position to the Superintendent. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the seven- (7) day period. Any employee who declines recall to perform work for which he/she is qualified shall forfeit all his/her seniority rights under this Agreement and shall be considered conclusively and irrebuttably to have voluntarily quit.
- H. Support personnel, upon recall, shall be reinstated with all rights and benefits they accrued prior to layoff.

**Article IX, Reduction in Personnel, Layoff and Recall, continued**

- I. Support personnel employees on layoff shall retain their seniority for purpose of recall for a period of one (1) year or the length of the support personnel employee's district and/or classification seniority (whichever is greater) not to exceed a maximum of four (4) years. If a laid off employee is not recalled within the aforementioned period, all rights to continued employment and recall shall terminate.
- J. District and classification seniority shall continue to accrue while a bargaining unit member is on layoff.

## ARTICLE X

### GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a claim by a bargaining unit member or the Association that there has been a violation, misinterpretation, or misapplication of any express provision of this written Agreement and any such claim may be processed through this grievance procedure except for the following:
1. Any matter involving employee evaluation, except evaluation procedure, if the alleged procedural error is of a substantive nature.
  2. Any matter involving the discharge, discipline, or reprimand of probationary employees.
- B. Written grievances as specified herein shall contain the following:
1. It shall be signed by the grievant or grievants;
  2. It shall be specific;
  3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  4. It shall cite the section or subsections of this contract alleged to have been violated;
  5. It shall contain the date of the alleged violation;
  6. It shall specify the relief requested.
- C. The time limits in these procedures may be either shortened or extended by mutual written agreement. The time limits provided under this procedure shall be strictly observed. Failure of the Association to abide by the time limits, except by mutual agreement shall bar the grievance from further processing.
- D. In the event the grievant believes a grievance, as above defined, exists, a grievant shall use the following procedure:

#### Step 1:

The grievant shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by the Association Representative. Discussion shall take place within ten (10) working days following the alleged violation.

**Article X, Grievance Procedure, continued**

**Step 2:**

If Step 1 fails to resolve the alleged grievance, the grievant may reduce the alleged grievance to writing and file it with the immediate supervisor. The written grievance must be filed with the immediate supervisor no later than five (5) working days following the date of the verbal discussion with the supervisor as specified in Step 1.

The immediate supervisor shall, within five (5) working days of receipt of the written grievance, meet with the grievant and Association in an attempt to resolve the issue.

The supervisor shall respond in writing within five (5) working days of the date of the meeting.

**Step 3:**

If the Association is not satisfied with the immediate supervisor's response, or the supervisor fails to respond, the Association may, within five (5) working days of the date of the immediate supervisor's response is due, transmit the written grievance to the Superintendent or his/her designee.

Within five (5) working days of receipt of the grievance, the Superintendent, or his/her designee(s), shall meet with the Association in an attempt to resolve the issue.

The Superintendent, or his/her designee(s), shall respond, on the grievance form, within five (5) working days of the date of the meeting.

**Step 4:**

If the Association is not satisfied with the response to the grievance at Step 3, or if no response is received, the Association may transmit the grievance to the designated representative of the Board. Such appeal shall take place within five (5) working days of the date the Superintendent's response at Step 3 was due.

The Board, or its designated representative(s), shall meet with the Association within ten (10) working days to hear the grievance and shall respond to the grievance in writing within five (5) working days from the date the meeting was held.



## Article X, Grievance Procedure, continued

### Step 5:

Arbitration. If the Association is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. If the Association desires to submit a matter to arbitration, it shall file a notice of intent to arbitrate with the Board within ten (10) days after the Employer's Step 4 response. If the parties cannot agree upon an arbitrator, the Association shall file a demand for arbitration with the American Arbitration Association no later than twenty (20) days after the Employer's Step 4 response. The arbitrator shall then be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

- E. Powers of the Arbitrator. It shall be the function of the arbitrator and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.
1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. The arbitrator shall have no power to rule on any of the following:
    - (a) The termination of services of or failure to re-employ any probationary employee.
    - (b) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
    - (c) Any matter involving the content of any employee evaluation.
  3. He/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.

**Article X, Grievance Procedure, continued**

4. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, an 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.
  5. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the arbitrability of said dispute.
  6. There shall be no appeal from the arbitrator's decision if within the scope of his/her authority, as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Employer.
  7. The fees and expenses of the arbitrator shall be shared equally by the Association and the Employer.
- F. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any other employment or unemployment compensation during the period of the back pay.
- G. No decision in any one case shall require a retroactive wage adjustment beyond one year from the time that the grievance was filed.
- H. As used in this Article, the term "working days" shall refer to working days during the academic year and business days, excluding Saturdays, Sundays, and holidays, during the summer break period.

## ARTICLE XI

### PAID LEAVES

#### A. Sick/Disability Leave

1. (a) Bargaining unit employees shall accrue sick/ disability leave according to the schedule set forth below. Sick/disability leave may only be used on days when the employee is either personally physically unable to perform normal job duties or for up to ten (10) days per year (July 1 to June 30) for days on which the employee's presence at home is necessary due to serious illness or injury to the employee's current spouse, children/stepchildren, father, mother, or other legal dependent as declared for IRS purposes. The Board at its discretion may grant an employee the use of more than ten (10) sick days per year for illness or injuries to the employee's current spouse, children/step children, father, mother, or other legal dependent as declared for IRS purposes. All full-time employees (30 hours or more per week) shall be granted paid sickness leave of one (1) day per month with an accumulation of up to one hundred (100) days. Any employee working less than thirty (30) hours, but twenty-five (25) hours or more, during the 1988-89 school year as of March 13, 1989, shall be grandparented and considered "full-time" for purposes of this section [(XI)(A)(1)]. Fifty-two week, eight-hour employees who also serve as bus drivers shall accumulate sick leave in the same manner as other eight-hour employees. Sick leave pay shall be based on the hourly rate for the employee's primary job. Part-time employees will accumulate leave the same as above and will be credited in the same manner as bus drivers, i.e, thirty (30) hours or more = 100% or ten (10) days; twenty (20) hours up to thirty (30) hours = 2/3 or seven (7) days; ten (10) hours up to twenty (20) hours = 1/3 or three (3) days.

(b) Employees who only drive buses or bus drivers who work a total of less than eight (8) hours per day, or less than 52 weeks per year, shall be granted paid sick leave of ten (10) runs per year for regular runs, and five (5) runs per year for kindergarten and shuttle runs. Paid sickness leave for bus drivers shall be cumulative to:

1 run per day and regular shuttle run driver -- 30 runs

2 runs per day driver -- 60 runs

3 and 4 runs per day drivers -- 90 runs

## Article XI, Paid Leaves, continued

- (c) All employees who hold more than one (1) position, except employees who are both year-round and full-time (8 hours per day, 52 weeks per year), will accrue and be paid for sick days according to the provisions of this article for each of their positions. Holding two (2) different positions does not change the way sick days will accrue or be paid in each position.

Year-round employees who are also full-time (8 hours per day, 52 weeks per year) will accrue sick days at the rate of twelve (12) days per year and will be paid at their "primary job rate" when they are on sick leave.

The Skills Center bus driver accrues sick days at the rate of ten (10) days per year.

2. (a) The Employer shall have the right to require medical verification from the employee which shall consist of a written statement from the employee's attending physician, psychiatrist, or psychologist when the Employer has reasonable cause to believe that the employee is misusing sick leave or the employee has an unacceptable pattern of absenteeism or excessive absenteeism.
- (b) The Employer retains the right to have an employee claiming illness or disability examined by a physician, psychiatrist, or psychologist of the Employer's choosing. Said examination shall be at the Employer's expense, and a copy of the report shall be furnished to both the Employer and the employee.
3. The employer shall reimburse the employee for accumulated unused sick days upon retirement in the Michigan Public School Employees Retirement System (M.P.S.E.R.S.) at the rate of twenty dollars (\$20.00) per day.

- B. **Personal Business Leave.** Personal leave (second day deductible from sick leave) may be used up to a maximum of two (2) days per year without loss of pay by support personnel employees. Leave shall not be cumulative. A written application (see Appendix D) must be submitted to the support personnel employee's immediate supervisor three (3) workdays in advance except in cases of emergency. Personal leave shall not be used the day before or after a vacation or holiday period.

This section applies to bus drivers: Bus drivers who also work in other positions will receive the same pay for a Personal Business Day as they receive when they take a sick day during a student day.

## Article XI, Paid Leaves, continued

C. **Funeral Leave.** Funeral leave shall be granted with pay to a support personnel employee for a period not to exceed three (3) working days for each death to attend the funeral of the support personnel employee's immediate family. Immediate family shall be defined as spouse, father, mother, brother, sister, children, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grand-parents, and grandchildren. If additional days are necessary for travel, additional days may be granted. These additional days will be deducted from the employee's sick leave. One personal business day per year may be used to attend the funeral of another person outside the immediate family.

### D. **Jury Duty**

1. Required jury duty or subpoenaed testimony by the support personnel employee will be excused unless in an action initiated by the employee or Association against the Board. However, the Board shall pay only the amount of wages that are equal to the difference between the support personnel employee's regular wages for the jury service or witness fees.
2. Support personnel employees who are dismissed after a half-day of jury duty or subpoenaed testimony shall report to school for the balance of the school day or be charged for one-half personal business day.

Support personnel employees shall call the Administration if they are released in half or less of a day. The support personnel employee and the Administration will resolve if it is possible/ practicable to return or not to return to work. The support personnel employee will be charged a 1/2 day personal day if the support personnel employee does not return and it was possible/ practicable to return.

They are to submit their check stubs from the court to the Business Office so that an exact copy of court payment can be made.

### E. **Worker's Compensation**

1. Worker's compensation insurance will be provided by the Board. Employees must report job-related injuries/ accidents immediately to their supervisor or designee.
2. If an employee is absent because of a job-related injury, the Board shall pay the employee the difference between the employee's regular pay and the worker's compensation insurance payments to the limit of the employee's accumulated sick leave. The sick days shall be prorated, based upon the portion of the employee's wage which is generated from the utilization of sick leave.



**Article XI, Paid Leaves, continued**

3. The employee has the option to accept only the amount compensated by the worker's compensation insurance if he/she does not wish to use his/her accumulated sick leave for such absence.

## ARTICLE XII

### UNPAID LEAVES

- A. Disability and/or Extended Illness Leave. The District shall grant an unpaid leave of absence to a support personnel employee who has exhausted his/her sick leave and is unable, due to illness or disability, to return to work. Such leave shall be for a period up to ninety (90) workdays, renewable at the discretion of the District. Upon return from leave, the support personnel employee shall be returned to the same position he/she left, or, if the position has been eliminated, to a similar position. This shall be considered an "involuntary" leave under this Agreement.
- B. General Leave. The District may grant an unpaid leave of absence upon the request of a support personnel employee for other reasons not otherwise herein provided. This shall be considered a "voluntary" leave. Employees will not normally be allowed time off without pay unless approval is granted by the Superintendent due to extremely unusual circumstances. Allowing time off under this provision will not constitute a precedent or past practice. Denial of time off will not be grievable.
- C. General conditions pertaining to unpaid leaves shall be as follows:
1. Application for leave shall be made to the Superintendent at least thirty (30) days in advance of the anticipated beginning date of the leave, except in case of emergency.
  2. Seniority shall remain unbroken and shall continue to accrue during "involuntary" unpaid leaves of absence. However, no experience credit for the purpose of entitlement to any other benefit under this Agreement shall accrue during unpaid leaves.
  3. All requests for unpaid leave shall be submitted to the Superintendent in writing. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested.
  4. An extension may be granted on the above-stated leaves. At least thirty (30) days prior to the ending date of the leave (except in case of emergency), a bargaining unit member must notify the Employer in writing of the request for an extension, giving the ending date of the extension. The Employer will notify the bargaining unit member within ten (10) days upon receipt of the request for extension or following the next regular Board meeting, whichever is later, as to whether or not the extension has been granted.

**Article XII, Unpaid Leaves, continued**

5. (a) When an employee is returning from an unpaid leave connected with personal illness or disability, the Employer reserves the right to require medical evidence of the employee's ability to resume normal job duties.
- (b) The Employer shall also have the right to have the employee examined by an Employer-selected physician, psychiatrist, and/or psychologist at the Employer's expense.
6. Continuation of fringe benefits during an unpaid leave shall be as specified in Article IX(E) of this Agreement.

## ARTICLE XIII

### CONTINUITY OF OPERATIONS

- A. The Association agrees that it or the employees shall not authorize, sanction, condone, engage in, or acquiesce in any strike. "Strike" shall be defined to include slowdowns, work stoppages of any kind, the concerted failure to report for duty, the willful absence from one's position or abstinence in whole or in part from the full, faithful, and proper performance of one's assigned duties for the purpose of influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the District.
  
- B. Lockouts. The Board agrees that it will not lockout any support personnel during the term of this Agreement for the purpose of influencing or coercing of a change in the conditions, compensation, or the rights, privileges, or obligations of employment.

## ARTICLE XIV

### GENERAL

- A. This Agreement supersedes and cancels all previous inconsistent agreements, verbal or written, or based on inconsistent past practices between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding unless executed in writing by the parties hereto.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. If any provision of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby. In such event, the parties shall meet to negotiate for the purpose of bargaining a satisfactory replacement for such Article or section.
- D. Safety and Health
1. Support personnel employees shall also be required to satisfactorily pass examinations for tuberculosis each three (3) years or as required by law.
  2. If the State requires that bus drivers have physicals, the Board will pay for the physical. The bus drivers may, provided the Board agrees, select their own physician for their physical examination. In these cases, the Board will pay up to the amount charged by the Board's designated health care facility towards the cost of the examination.
  3. Support personnel employees must immediately report to the supervisor or designee all accidents or injuries sustained by students or themselves or in which school property entrusted to them is involved. Support personnel employees may be required to fill out report forms made available by the Board.



**Article XIV, General, continued**

4. Every support personnel employee shall observe all safety rules and shall use safety devices or equipment as is required thereby.
  
- E. Employee Addresses. Employees shall be required to keep the Board informed at all times as to their current address and telephone number. It is understood that any communication addressed to an employee at his or her last address on record with the Board shall constitute sufficient notice to the employee of the contents of such communications.
  
- F. Both parties recognize that employees are required to notify either the Business Office or the Transportation Supervisor, whichever is appropriate, in case of absence(s). A driver who also works in another job classification (for example, driver and custodian) must call both the business office and Transportation Supervisor. Employees must call in by not less than one (1) hour before the scheduled reporting time. The Board has the right to use appropriate disciplinary action if sick leave is abused. On non-instructional days, all unit employees who are absent will call the business office only between 7:00 and 7:30 a.m.

ARTICLE XV

**DURATION OF AGREEMENT**

A. This Agreement shall be effective upon ratification by the parties and shall expire on August 30, 1999, unless extended by mutual written agreement. 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 day, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives.

**ASSOCIATION**

**BOARD**

By: Diane Farrow  
President

By: Bradley K. Adams  
President

Date: 9-30-97

Date: 9-29-97

By: Deborah Bitchy  
Secretary

By: Barry Shanley  
Secretary

Date: 9/30/97

Date: 9-30-97

By: Harold Larsen  
Chief Negotiator

By: James R. Sweet  
Chief Negotiator

Date: 9-15-97

Date: 9-30-97

## APPENDIX A

### WORKING HOURS AND WORK YEAR

A. 1. Custodial, Assistant Maintenance/Grounds, and Bus Mechanic employees will normally be scheduled on a full year (52-week) basis.

2. Aides

Media and Classroom aides shall normally work the same days as the students are scheduled to be in attendance.

Copy/Recess and Noon Hour aides shall normally be scheduled to work the days the students are scheduled for attendance. Noon Hour aides are not eligible for paid breaks.

3. Bus Drivers

- (a) Bus drivers shall be paid on the basis of a bus run rather than on an hourly rate. A regular or kindergarten bus run is defined as a continuous bus trip, beginning when the bus leaves the bus lot, and ending when the bus returns to the bus lot after discharging all students. Drivers shall be responsible for pre-trip inspections, fueling, and sweeping their buses in a satisfactory manner, as determined by the Director of Transportation and the Bus Supervisor.
- (b) It is agreed that each bus driver shall be paid for one regular or kindergarten run, provided that actual driving time required to complete the run does not exceed 66 minutes. If actual driving time exceeds 66 minutes, as verified by the Director of Transportation, the driver shall be paid an additional 20% of his or her regular rate.
- (c) Extra trips shall be offered on a classification seniority based rotation. The rotation list shall align bus drivers by classification seniority as defined in this Agreement. Drivers interested in extra trip assignments may sign up on the extra trip roster not later than the end of the first scheduled day of student instruction each year.

Drivers may accept an extra trip if he/she has a conflicting regular bus assignment provided the Board secures a substitute driver from the list of substitutes.

## Appendix A, Working Hours and Work Year, continued

The driver selected to fill an extra trip assignment will be the most senior driver signing up for the extra trip who falls next in line on the rotation list below the last driver who accepted an extra trip. The rotation list shall start from the top of the list at the start of each school year.

The Board reserves the right to assign drivers out of rotation in the event that no driver on the rotation list accepts an extra trip and the Board's attempt to fill the assignment with a substitute has not procured a driver for the extra trip. In this event, the Board will assign the least senior driver on the extra trip list.

The Board reserves the right to assign drivers, or offer assignments to drivers, out of rotation in the event that the rotation would require the payment of overtime.

If a bus driver is not selected for an extra trip due to overtime and/or work schedule conflict(s), the driver will not be charged (i.e., not be counted as having had a trip opportunity) for that trip and will be selected for the first trip for which the driver is eligible.

- (d) Regular shuttle runs between the high school and the elementary-middle school sites shall be paid at the driver's regular run rate. Five shuttles will be equal to one bus run. Shuttle bus drivers who do not work in other positions during the day will be paid the waiting rate for time between shuttles.
- (e) Any run within the village limits or trips between buildings other than regular shuttles shall be termed special shuttles. The driver shall be paid at their regular run rate. A trip of 12 minutes or less shall be paid at one-fifth ( $1/5$ ) of a run and will increase by fifths as the time increases in 12-minute increments (i.e., an 18-minute trip would be two-fifths ( $2/5$ ) of a run and a 26-minute trip would be three-fifths ( $3/5$ ) of a run. A call-in driver (not on duty in some other capacity at the time) would be paid on the extra trip schedule. The Board will ask available drivers working in other capacities at the time to take these special shuttles. If those drivers decline, then other available drivers will be asked. If those drivers decline or cannot be reached, the Board reserves the right to use available drivers working in other capacities at the time these special shuttles would occur.

## Appendix A, Working Hours and Work Year, continued

### 4. Secretaries

- (a) Secretaries will be scheduled with exact work schedules (including lunch times) to be arranged with the immediate supervisor.
- (b) Secretarial positions shall be classified as 220 day secretaries. Secretaries will normally work 7 1/2 hours per day (plus unpaid lunch time). The number of work days per year and/or work hours per day may be reduced by the Board.
- (c) Discretionary work days will be available for additional work that may be necessary in each building for building secretaries. These days will have no bearing on the contract time of 220 days, they are strictly discretionary. The amount of fifteen (15) days may be worked discretionarily by the secretary at the request of the building administrator any time throughout the school calendar year, July 1 to June 30. Discretionary days will be paid at the contractual rate in effect at the time the day is worked. Discretionary days will total six (6) hours thirty (30) minutes work time, but will be paid at 7 1/2 hours work time to compensate for additional holiday and vacation days that would be earned by working additional days. No additional holiday or vacation days will be added to the contractual amount of holiday and vacation days entitlement to compensate for the discretionary days worked.

A discretionary day, when worked, will be so indicated on the time sheet to be set apart from normal contractual days.

Fifteen (15) days is the maximum number of days that may be discretionarily requested during any school calendar year. Secretaries may also respond discretionarily to a request for work. If the secretary is unable to work a discretionary day, the administrator may request another person to work according to the summer work provision in the contract.

### 5. Food Services

Food service employees shall normally have a work year corresponding to days of full-day student attendance. These employees may also be scheduled to work additional day(s) before and/or after their normal work year.

- B. Work Day.** Unless otherwise specified in this Agreement, the normal work day for full-time employees shall include a duty-free thirty- (30) minute unpaid lunch period (except those who are only bus drivers and work less than thirty (30) hours per week). It is recognized that an employee may occasionally be interrupted during this lunch period to respond to job duties. In such event, the employee shall be permitted to extend his/her lunch period by an amount of time equal to the time spent in handling the interruption.



## Appendix A. Working Hours and Work Year, continued

Employees (except those who are only bus drivers) working four (4) hours or more shall receive one paid, duty-free break of fifteen (15) minutes. Employees working seven (7) hours or more shall receive a second fifteen- (15) minute break. Breaks shall be scheduled between the employee and his/her immediate supervisor. Breaks shall be taken within the employee's assigned building. If an employee's break is interrupted due to job responsibilities, the lost time will be rescheduled between the employee and his/her immediate supervisor.

Lunch and break schedules may be altered with the consent of the employee and his/her immediate supervisor.

- C. **School Closings.** When an unscheduled school closing occurs (due to inclement weather, fires, epidemics, mechanical breakdowns or health conditions), the following procedures will apply:
1. Less than forty- (40) week employees shall not be required to report for work and shall be paid when school is closed due to inclement weather or other emergency conditions enumerated in Section 101 of the State School Aid Act. However, those employees shall work on rescheduled make-up days with no additional compensation.
  2. When over forty (40) week employees are required to report for work, employees who do not or cannot report shall use (1) a sick day (limited to a total of two (2) days per year, (2) a vacation day, (3) an unpaid leave day, or (4) a personal business leave day.
  3. Employees reporting to work late on such days (due to inclement weather or other emergency conditions) shall be entitled to make up lost time.
- D. **Call in Work.** Custodial employees who are required to report to work outside their normal schedule shall be paid for a minimum of two (2) hours at the employee's regular rate. This shall not apply in a situation where the employee is assigned by supervision to perform occasional extra work immediately before or after his/her regular shift. The employee shall complete the work necessitating the "call-in" but shall not be required to remain beyond that time.
- E. **Time Sheets.** All hourly employees shall submit time sheets indicating the actual time worked on a weekly basis. Drivers shall submit time sheets for all hour-rated work and runs driven. A separate time sheet shall be completed for each classification the employee worked in during that pay period.

**APPENDIX B**

**BASIC COMPENSATION**

<u>Position</u>	<u>Step</u>	<u>7/1/97 6/30/98 Wage</u>	<u>7/1/98 6/30/99 Wage</u>
A. Aide	1	\$ 7.93/hr.	\$ 8.17/hr.
	2	8.16	8.40
	3	8.36	8.61
	4	8.59	8.85
	5	8.78	9.04
B. B.A.S.E. Aide Director	1	\$ 8.53/hr.	\$ 8.79/hr.
	2	8.71	8.97
	3	8.95	9.22
	4	9.18	9.46
	5	9.36	9.64
C. Bus Driver -- Regular (Regular bus drivers who substitute will get their regular pay)	1	\$13.17/run	\$13.57/run
	2	13.96	14.38
	3	14.88	15.33
	4	15.58	16.05
	5	17.15	17.66
Special trips: Drivers who give up a regular run - first hour at drivers run rate.			
Additional hours:		\$ 7.78	\$ 8.01
Waiting time:		\$ 6.00	\$ 6.18
Drivers who do not give up a run: for the first two (2) hours		\$15.54	\$16.01
Additional hours:		\$ 7.78	\$ 8.00
Waiting time:		\$ 6.00	\$ 6.37
D. Bus Mechanic	1	\$11.12/hr.	\$11.45/hr.
	2	11.62	11.97
	3	12.12	12.48
	4	12.71	13.09
	5	13.47	13.87
E. Cook	1	\$ 7.93/hr.	\$ 8.17/hr.
	2	8.16	8.40
	3	8.36	8.61
	4	8.59	8.85
	5	8.78	9.04
F. Kitchen Helper	1	\$ 7.93/hr.	\$ 8.17/hr.
	2	\$ 8.16	8.40
	3	\$ 8.36	8.61
	4	\$ 8.59	8.85
	5	\$ 8.78	9.04

Appendix B, Basic Compensation, continued

Position	Step	7/1/97	7/1/98
		6/30/98	6/30/99
		<u>Wage</u>	<u>Wage</u>
G. Custodial	1	\$ 8.56/hr.	\$ 8.82/hr.
	2	9.04	9.31
	3	9.67	9.96
	4	10.14	10.44
	5	11.12	11.45
H. Assistant Maintenance/Grounds	1	\$10.93/hr.	\$11.26/hr.
	2	11.35	11.69
	3	11.83	12.18
I. Day Custodian/Assistance Maintenance/Grounds	1	\$10.54/hr.	\$10.86/hr.
	2	11.14	11.47
	3	11.83	12.18
J. Secretary	1	\$ 9.31/hr.	\$ 9.59/hr.
	2	9.81	10.10
	3	10.25	10.56
	4	10.71	11.03
	5	11.32	11.66
K. Special Education Driver	1	\$12.82/run	\$13.20/run
	2	13.59	14.00
	3	14.52	14.96
	4	15.20	15.66
	5	16.72	17.22
L. Hearing Impaired Aide	1	\$14.50/hr.	\$14.94/hr.
M. Lynn Bastian under letter of understanding		\$13.00/hr.	\$13.39/hr.

N. Longevity Pay. An employee with 10 years continuous service shall be granted an additional ten cents (10¢) per hour per year beginning with the 11th year through the 20th year.

1. Longevity is accrued separately in two (2) basic groups -- bus drivers and all other employees. Longevity is based only on time worked in each group.
2. Longevity shall be lost upon termination of employment.
3. Longevity does not accrue during layoff. Accumulated longevity is held in abeyance during layoff, and the employee will resume where he/she left off before layoff upon return from layoff.
4. Longevity continues to accrue during unpaid leaves of absence of less than one-half of a year.
5. The time period in which a year-round employee does not accrue longevity will be subtracted from the hire date on a day for a day basis.

## Appendix B, Basic Compensation, continued

6. The time period in which a school year employee does not accrue longevity will be subtracted from the hire date using the employee's school year equal to one (1) year.
- \*O. Placement on Wage Scale
1. Step Advancement. Employees whose first day of work as a bargaining unit employee is after July 1 but before January 1 shall be advanced on the salary schedule on July 1 following their initial employment. Employees whose first day of work as a bargaining unit employee is after January 1 but before July 1 shall not be advanced until the following July 1.
  2. Experience Credit. New employees may be awarded up to two (2) years experience credit when first employed in a classification. Current employees will be given credit on the wage scale for all district experience when they are employed in a new classification, up to equal pay or with a maximum of one (1) step greater.
- P. Payment for Unit Employee Substituting for Skills Center Bus Driver:
1. An employee who would have been working at his regular position will receive his regular bus run rate for making a Skills Center run as a substitute driver over and back with no waiting. Employees may turn down a request to make a substitute Skills Center run. In such cases, the Board will follow the procedures for assigning extra trips per Appendix A.3.
  2. An employee who would not have been working at the time of the Skills Center run will be paid on the same basis that the Skills Center run is normally paid, utilizing that driver's regular run rate (2 runs + wait time). If no wait time is involved, the driver will receive his regular run rate for the run over and back.
- Q. Mail Delivery Aide: The position will be for two (2) hours per day during the school year and six (6) hours per day during the summer months. The position will not be considered a year around position for vacation, holiday pay, etc. purposes. Also, the hours worked in the position will not count towards hours necessary to be eligible for the fringe benefits of health, dental and Long Term Disability insurances. This waiver of fringe benefits will continue, expiring on August 30, 1997. Other benefits such as sick days will be available per the agreement.
- The position will be posted as soon as practicable. The person who is assigned the two (2) hour Mail Delivery portion of the position has the option of having the summer Assistant Clerk/Material Mover portion of the position. If the employee rejects the summer portion, the summer portion will be posted and the employee has waived his/her right to the summer portion until it becomes vacant. The employee(s) assigned to the school year and summer portion(s) have the right to continue in the same position year after year.
- R. **B.A.S.E. Aide/Director: An additional fifty (50) cents per hour will be paid to the B.A.S.E. Aide/Director. The rights to the Health, Dental, Long Term Disability insurances for this position will be waived during this agreement through August 30, 1997.**
- \*S. On extra-curricular trips, the Board will pay the bus driver(s) \$7.50 for meals when the trip takes at least six (6) hours. If the trip takes more than twelve (12) hours, the drivers will be paid \$15.00.

APPENDIX C

FRINGE BENEFITS

- A. Health Insurance. All full-time employees (at least thirty (30) hours of work, not including lunch, or more per week and at least thirty-six (36) weeks per year) shall be granted MESSA Super Care I health insurance according to their needs subject to the maximum dollar contribution by the Board specified below.

Any employee working less than thirty (30) paid hours, but twenty-five (25) or more hours of work, not including lunch, per week and at least thirty-six (36) weeks per year during the 1988-89 school year as of March 13, 1989, or whose hours fall below thirty (30) but twenty-five (25) hours or more per week and at least thirty-six (36) weeks per year during their current employment period, shall be eligible for "full-time" insurance benefits as set forth above in paragraph one as grandfathered employees.

Any employee not grandfathered above working less than thirty (30) hours, but twenty-five (25) or more hours, per week and at least thirty-six (36) weeks per year shall be eligible to receive MESSA Super Care I single subscriber health insurance subject to the maximum dollar contribution by the Board specified below. Employees in this category (25 to 30 hours per week) may elect to take MESSA options and/or MEFSA TDA (non-taxable) in lieu of health insurance in an amount equal to one-half (1/2) of the amount the Board provides for single subscribers.

Full-time employees not electing to take any health insurance for which they are eligible may take up to an amount equal to the Super Care I, single subscriber rate, for MESSA and MEFSA TDA (non-taxable) options subject to the maximum dollar contribution by the Board specified below.

The premium cost to the Board shall not exceed the following amounts:

July 1, 1997:                      FF: \$530.43                      2P: \$477.50                      SS: \$213.47

(Board pays the first 4% increase with any additional increase split 50/50.)

July 1, 1998 -- The Board will pay for up to a 4% of the insurance rate increase over the amount they paid in 1997-98. If the rates increase more than 4%, the Board will pay one-half (1/2) of the percentage increase.

- B. Employees (working at least thirty (30) hours per week or at least twenty-five (25) hours per week if grandfathered above) shall be provided, at no cost to the employee, MESSA Delta Dental Plan E-07, 80-80-80: \$800.

**Appendix C, Fringe Benefits, continued**

C. The Board will provide for employees working at least thirty (30) hours per week or at least twenty-five (25) hours per week if grandfathered above the following MESSA Long Term Disability (LTD) program:

1. Benefits:

(a) Benefit Percentage	50%
(b) Maximum Monthly Income Benefit	\$3,754.00
(c) Maximum Eligible Monthly Salary	\$2,500.00
(d) Qualifying Period	90 CD-MF
(e) Maternity Coverage	Yes
(f) Pre-Existing Condition Waiver (if 50 or more lives)	Yes

D. General Conditions Pertaining to Fringe Benefits:

1. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application and enrollment by the insurance carriers/policyholders on the first day of the month following the month work commenced.
2. Changes in family status shall be reported by the employee to the Business office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the school district on his behalf for failure to comply with the provisions of this paragraph. The Board has the right to deduct any overpayment of premiums made on behalf of an employee from the employee's wages.
3. Employees who have Board-provided term life insurance, as provided through the health insurance plan, have a thirty- (30) day conversion right upon termination of employment. Any employee electing his right of conversion in order to keep his life insurance in force must contact the insurance carrier within thirty (30) days of his last day of employment.
4. Employees working less than a full contract year shall have benefits terminated on the first day of the month following resignation, retirement, discharge, layoff, or commencement of unpaid leave. However, employees having a school year work schedule and who have rendered complete service during that school year shall have their insurance benefits continued during the summer months (June, July, August) in the event of layoff. Such benefits shall be discontinued at the beginning of the ensuing school year.



Appendix C, Fringe Benefits, continued

5. The Board shall make two approximately equal deductions per month from an employee's pay for any employees contributing toward insurance payments. The Board will pay the premiums for employees who do not receive paychecks in the summer provided the affected employees pay the Board the appropriate amount by July 1 and August 1.
- E. Vacations
1. Vacations shall be granted on a fiscal year basis (July 1 - June 30) according to the following schedule for all 52-week employees:  
  
New employees shall be eligible for one (1) week of vacation after completing six (6) months of employment. Thereafter, vacation days will be prorated (to the nearest full day) from completion of the first six (6) months of employment to the next July 1 based on a total of two (2) weeks vacation for the period from July 1 to June 30. Year 1 identified below shall be the first fiscal year after completion of the first six months of employment.  
  
Years 1 - 5: two (2) weeks  
  
Years 6+: add one (1) day for each year up to twenty (20) years (maximum of four (4) weeks)
  2. Vacations will be prorated for secretaries working fewer than 52 weeks.
  3. Vacation time will not be accumulated from one fiscal year (July 1 - June 30) to the next without the Superintendent's approval.
  4. The scheduling of all vacations shall be subject to the control of the school district, considering the operational needs of the Employer, the availability of employees to perform the work, and the desires of the employees. Vacations may not be taken in segments of less than one-half (1/2) day.
  5. Up to five (5) vacation days may be taken on days when students are in attendance with approval of their supervisor. Remaining vacation days shall be taken during non-instruction days, at a time mutually agreeable to the employee and supervisor. Vacation days should be scheduled at least one (1) week in advance, unless unusual circumstances occur. The number of employees on vacation at any time shall be determined by the employer.
  6. Vacation pay shall amount to the regular hours of pay at the employee's regular rate at the time the employee is on vacation (i.e., the number of hours will be equal to the number the employee would have worked had he not been on vacation).

Appendix C, Fringe Benefits, continued

7. Employees who are separated during the year (other than discharge) shall receive payment for unused vacation days prorated on the basis of the portion of the fiscal year (July 1 to June 30) actually worked against the employee's regularly scheduled work year, provided that the employee provides at least two (2) weeks' notice prior to separation.
8. An employee shall not be allowed to take more than two (2) weeks vacation at one time.

F. Paid Holidays -- 52-Week Employees

- |                           |                      |
|---------------------------|----------------------|
| 1. Independence Day - (1) | New Year's Day - (2) |
| Labor Day - (1)           | Good Friday - (1)**  |
| Thanksgiving - (2)        | Memorial Day - (1)   |
| Christmas - (2)           |                      |

\*\* In the event that employees are required to work Good Friday as part of the school calendar or as a make-up day, then secretaries will receive as a paid holiday a day off at the end of their work year; custodial employees, maintenance employees, and bus mechanic shall receive a two- (2) day paid holiday at Independence Day.

2. Secretaries working fewer than 52 weeks shall receive a proration of paid holidays.
3. Employees must work the day before and the day after paid holidays in order to be paid for the holiday, unless an exception is granted by the Superintendent. Pre-approved leaves, including vacations, will be considered time worked with the employee eligible for holiday pay. If an employee is absent the day before or the day following a paid holiday other than on an approved leave, the Superintendent shall determine if the employee will be paid for the holiday.
4. If Christmas, New Year's or July 4th fall on a Saturday, the Friday preceding will be celebrated as the holiday. If Christmas, New Year's or July 4th fall on a Sunday, the Monday following will be the celebrated holiday.
5. Full-time employees (8 hours per day, 52 weeks per year) will be paid for eight (8) hours and part-time employees will be paid on average hours worked ( $3 \text{ hours and } 5 \text{ hours} = 8 \text{ hours} \div 2 = 4 \text{ hours}$ ) for holiday pay, as per past practice.

## Appendix C, Fringe Benefits, continued

### G. Uniforms

1. The District shall provide uniforms (shirts and trousers or coveralls for full-time custodial/maintenance employees (after sixty (60) working days for new employees) as follows: custodians, 5 per year for full-time; maintenance/assistant grounds, 5 per year; bus mechanic, 5 per year. Alternative clothing, subject to the approval of the Superintendent, may be provided in place of shirts, trousers, or coveralls.
2. For full-time kitchen personnel, the District shall provide 4 uniforms per year (after sixty (60) working days for new employees).
3. All ordering shall be done through the Business Office with input from the employees concerning the type of uniforms that will be purchased. Laundering and care of uniforms shall be the responsibility of the employee. Employees shall maintain uniforms in a clean and presentable condition. Uniforms must be returned annually if replacements are needed, as determined by the immediate supervisor, or if an employee leaves his/her job. Uniforms shall be ordered in July for cooks and for custodial employees.
4. School-provided uniforms shall be worn during all work hours.

### H. Classified employees who are trained to drive but who are not assigned to a regular bus route shall be reimbursed the difference between a regular driver's license and a commercial driver's license. Classified employees who are assigned to a regular bus route shall be reimbursed the full cost of their commercial driver's license.

I. The Board shall pay up to \$50 toward an employee's deductible vehicle insurance for damages sustained to a classified employee's vehicle, provided an accident report is filed with the police and provided the employee is in the process of using his vehicle for purposes of performing his work responsibilities at the time the accident or damage occurs.

J. The Board shall provide each employee with paid tuition or course fees not to exceed \$100 per year for additional education taken to improve work skills related to current duties. Prior approval of each individual request will be required by the Superintendent. The employee must repay all fees to the Board if he:

1. fails to complete the course;
2. fails to earn credit for the course; or
3. leaves his employment within two calendar years of completing the course.

APPENDIX D

REQUEST FOR PERSONAL BUSINESS LEAVE

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

I request a personal business leave day(s) on:

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

**PLEASE NOTE:**

Article XI, Section B, stipulates a request application must be submitted to the support personnel employee's supervisor three (3) workdays in advance, except in case of emergency. Personal business leave can only be used to attend to business which cannot be taken care of at times other than the employee's normal work hours. Personal business leave shall not be used for recreational purposes (e.g., hunting, fishing, vacations, etc.).

I confirm that my reason for business leave satisfies the above condition.

\_\_\_\_\_  
[Signature]



**OFFICE USE ONLY --**

APPROVED \_\_\_\_\_

DISAPPROVED \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
[Signature of Administrator or Supervisor]

- White Copy: Business Office
- Pink Copy: Principal or Supervisor
- Yellow Copy: Employee

**LETTER OF UNDERSTANDING  
BETWEEN THE  
VBCEA /LAWTON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
AND THE  
LAWTON BOARD OF EDUCATION**

The parties below agree to the following concerning Personal Business Days for Bus Drivers, Rotation System for Extra Trips, Kitchen Restructuring, and Assistant Maintenance Position:

1. Lynn Bastian's base pay for Assistant Maintenance/Grounds position will be increased from \$10.20 per hour to \$11.21 per hour and he will only be performing full-time maintenance/grounds work, except he may drive bus in extremely rare situations. Overtime will be kept to a minimum and utilized only in urgent situations. This raise provides the same total pay as if he had continued to drive bus three (3) runs per day. The \$11.21 only applies to Lynn Bastian while he is in the maintenance/grounds position. This rate of pay will be changed each year, including the 1993-94 year by the same percentage as the percentage changes for the other support personnel wages. This rate of pay does not include longevity which will continue as per the Master Agreement. The wage scale in the agreement for the Assistant Maintenance/Grounds will be changed by the same percentages as the other positions.
2. Least Restrictive Environment (LRE) Aides - The Board and Association will netotiate a Letter of Understanding concerning the assignment, transfer and layoff of LRE Aides.
3. The Board and Association agree to develop language concerning the number of times a driver may turn down extra trips and still remain on the extra trip list.
4. The Association has agreed that time clocks may be utilized with the details to be worked out.

                    Diane Farrow                          Date: 9-30-97  
Lawton ESPA Representative

                    Harold Larsen                          Date: 9-30-97  
VBCEA Representative

                    D. C. Butler Ph.D.                          Date: 9-30-97  
Lawton Board of Education Representative

DCP/mal

DATE: July 1, 1997



