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6/30/99

Agreement

Between

The Milan Board of Education

and

The Milan/Michigan Education Association/MESPA

Milan Area Schools

July 1, 1996

through

June 30, 1999

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ARTICLE I: Preamble

This Agreement is entered into effective July 1, 1996, by and between the Milan Board of Education, hereinafter called the "Board" and the Milan/Michigan Education Association/MESPA, hereinafter called the "Union".

ARTICLE II: Purpose

A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

B. The parties recognize that the interest of the community and the job security of the employees depend on the Board's success in establishing a proper service to the Community. To these ends, the Board and the Union encourage to the fullest degree friendly and cooperative relations between respective representatives at all levels and among all employees.

C. The provisions of this Agreement shall constitute a binding obligation of the parties for the length of the contract. Any previously adopted policy, rule, or regulation of the parties which is in conflict with the provisions of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE III: Recognition

A. The Board hereby recognizes the Union as the sole and exclusive bargaining representative for all full time and regular part time aides and paraprofessionals, secretaries and clerical employees, and custodial and maintenance employees; excluding substitutes, temporary employees, confidential, supervisory and administrative personnel, payroll manager, all laundry employees, and all other employees.

B. Unless otherwise indicated, the term "Employee" when used in this Agreement shall refer to all members of the above-defined bargaining unit.

ARTICLE IV: Strikes and Lockouts

A. It is agreed on the part of the Union that there will be no strike, stoppage of work, or slowdown during the length of this Agreement.

B. It is agreed on the part of the Board that there will be no lock-out during the length of this Agreement.

C. In the event of any such violation of the Article, the Union shall endeavor to return the employees to work as expediently as possible by:

1. Notifying the employees that the Union disavows their action.

2. Notifying the employees to cease such action.

3. Taking appropriate action to bring about compliance with the terms of this Agreement.

ARTICLE V: Grievance Procedure

A. A claim by an employee, group of employees, or the Union, that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided. All grievances shall be settled in conformity with the grievance procedure as set forth below.

B. Written grievances as required herein shall be filed on the appropriate grievance form (APPENDIX C), and 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.

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

C. **Procedure**

Step 1: In the event that an employee believes there is a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by the Union representative.

Step 2: If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the employee may invoke the formal grievance procedure through the Union. The written grievance shall be filed within ten (10) working days of the occurrence, or when the employee could reasonably be expected to be aware of same. A copy of the grievance shall be delivered on the appropriate form (APPENDIX C) to the immediate supervisor. If the grievance involves more than one work location, it may be filed with the superintendent, or his/her designee.

Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and the Union in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, his or her disposition of the grievance within five (5) working days of such meeting, and shall furnish a copy thereof to the Union and return the original to the grievant(s).

Step 3: If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) working days of such meeting, or ten (10) working days from date of filing, the grievance shall be transmitted to the Superintendent, and the grieving party/parties shall have five (5) working days from the date the grievance form is received to submit the grievance to **Step 3.** Within five (5) working days, the superintendent shall meet with the grievant(s) and the Union on the grievance and shall indicate, in writing, his/her disposition within five (5) working days of such meeting, and shall furnish a copy thereof to the Union and the original to the grievant(s).

Step 4: If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) working days of such meeting, or fifteen (15) working days from the date of filing, the grievance shall be transmitted to the Board and the grieving party/parties shall have five (5) working days from the date the grievance form is received to submit the grievance to **Step 4.** Within twenty (20) working days or at the Board's next regularly scheduled meeting, whichever comes later, the Board shall hold a hearing on the grievance and shall indicate in writing, its disposition within five (5) working days of the hearing, and shall furnish a copy thereof to the Union and the original to the grievant(s).

Step 5:

1. If the Union is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration provided that notice to refer the matter is given to the other party within five (5) working days from the receipt of the Board's written decision at **Step 4.** The grievance will be submitted to arbitration under and in accordance with the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings. Both parties agree to be bound by the award of the arbitrator and the fees and expenses of the arbitrator shall be shared equally by the parties.

2. 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.

(a) The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.

(b) The arbitrator shall have no power to rule on the termination of any probationary employee.

(c) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

(d) The arbitrator shall have no power to set or change any rate of pay.

(e) 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 may have received during the period of back pay.

(f) The arbitrator shall have no power to interpret state or federal law.

(g) He/she shall have no power to change any practice, policy, or rule of the board nor substitute their judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the board.

D. **Miscellaneous Provisions**

1. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

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

ARTICLE VI: Union Rights and Security

A. **Bulletin Boards and School Mails.** The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union material. The Union shall also have the right to use the school mails to distribute Union material to bargaining unit members. Materials posted in or distributed through school facilities shall be non-inflammatory in nature and shall be official communications of the Union or signed by the Union officer originating the communication.

B. **Use of Facilities and Equipment:**

1. The Union shall have the right, upon notification, to use school facilities for meetings when such facilities are not otherwise in use. The Union will assume the responsibility for restoring meeting room(s) to the condition of the room(s) prior to the meeting.

2. The Union shall have the right, upon request, to use school typewriters, mimeograph machines, other duplicating equipment, or calculating machines when such equipment is not otherwise in use. The Union agrees to assume the cost of all materials and supplies incidental to such use, as well as the cost of any damage to such equipment incurred due to such use. The Union further agrees that it shall be responsible for the proper operation of such equipment.

C. **State and National Union Representatives.** Duly authorized representatives of the State and National levels of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations, and provided further that said representatives notify the Supervisor of Building and Grounds and the building administrator if appropriate, at the time they enter school premises.

D. The Board agrees to furnish to the Union in response to reasonable written requests, all public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocations (including county allocation board budgets); agendas and minutes of all school Board meetings, treasurer's reports; census and membership data; names and addresses of all employees; salaries paid thereto; and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint.

E. Union representatives, during their working hours, may in accordance with terms of this Article, investigate and present grievances to the Board or Board representative upon having advised their immediate supervisor of same. The immediate supervisor will grant permission and provide sufficient time to the representatives to leave their work for these purposes. The privilege of representatives to leave their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and representatives will perform their regularly assigned work at all times.

F. 1. Any Employee who is not a member of the Union in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of duties, or ratification of this contract, as a condition of employment must pay a non-member representative fee to the Union; provided however, that the employee may authorize payroll deduction for a non-member representative fee in the same manner provided in Article VII, B. The non-member representation fee shall be as established by the association. In the event that an Employee shall not pay such non-member representation fee directly to the union, or authorize payment through payroll deduction, as provided in this Agreement, the Board shall; pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the non-member representation fee from the employee's wages and remit the same to the Union.

Pursuant to Chicago Teachers Union v. Hudson 106 S Ct 1066 (1986), the Union has established a 'Policy Regarding Objections to Political-Ideological Expenditures.' That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review, thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure. The Association shall provide to all non-members copies of the Association's Policy and Procedures.

2. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with Section F. of this article, the Union agrees to defend such action, at its own expense and through its own counsel, provided that:

(a) The Employer gives timely notice of such action to the Union and permits the Union intervention as a part if it so desires, and

(b) The Employer cooperates with the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

3. The union agrees to indemnify and save the Board, including individual Board members and their agents, harmless against any and all claims, demands, awards, judgments, suits, or other forms of liability by reason of action taken by the Board or its designated agent for the purpose of complying with the provisions of this non-member representation fee section. The union shall have complete authority to compromise and settle all claims which it defends under this section.

G. 1. Subject to notification by its Union President in writing to the appropriate supervisor at least two (2) work days in advance, the Union will be entitled to have bargaining unit members released from duties for purposes of attendance at meetings, conferences, or other such matters. Utilization of such time will be subject to the following conditions:

(a) The Union will pay the cost to the district of a substitute for the absent employee(s).

(b) No more than one (1) employee per classification to total of three (3) employees may be absent on any day under this provision,

(c) Time utilized will be in one-half (1/2) day increments, and

(d) Excessive absenteeism on the date the absence is requested will entitle the appropriate supervisor to cancel or disapprove the requested day.

2. The rate of pay for substitute employees will be the regular substitute rate of pay as determined by the Board of Education or its designee.

ARTICLE VII: Payroll Deductions

A. Upon written authorization from the employee, the Board shall deduct from the wages of the employee and make appropriate remittance for voluntary contributions to NEA PAC, MEA PAC, annuities, credit union, savings bonds, United Fund, or any other plans or programs jointly approved by the Union and the Board. Should a court of final jurisdiction determine that any statute requiring annual written authorization from an employee for the deduction of voluntary PAC contributions is enforceable, then written annual authorizations for voluntary PAC contributions will be provided to the Board.

B. The authorized deduction of dues and the deduction of non-member representation fees shall be made from a regular paycheck each month — September through June. The Board agrees to promptly remit to the Union all moneys so deducted accompanied by an alphabetized list of employees from whom deductions have been made. The Union agrees to save the Board harmless against any and all claims which may arise as a result of the Board's compliance with this section.

ARTICLE VIII: Employee Rights and Protection

A. 1. Pursuant to the Michigan Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms of conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union, or collective negotiations with the Board, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms of conditions of employment. The Union likewise agrees that neither it nor its members shall discriminate against any employee for lack of membership or participation in any such activities.

2. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations.

3. The employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, nor shall the private and personal life of any employee be within the appropriate concern or attention of the Board, provided that said activities or private and personal life do not interfere with the performance of the duties for which the employee was hired.

4. The Board agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, or marital status.

B. **Discipline**

1. No non-probationary employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharges, or other actions of a disciplinary nature) without just cause. Probationary employees are subject to discipline for cause. Any such discipline shall be subject to the grievance procedure set forth in Article V. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.

2. An employee shall be entitled to have present a representative of the Union during any meeting which leads to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Board of the right to representation under this provision of the Agreement.

3. Whenever an employee's pattern of attendance indicates excessive absenteeism, the employee absent without an excuse shall be subject to any of the following disciplinary steps depending on individual circumstances:

   (a) Conference with person, supervisor and Union representative.

   (b) Letter to the person and the Union, bringing this matter to their attention.

   (c) Disciplinary Action —

      1. Up to three (3) days suspension without pay.
      2. Up to five (5) days suspension without pay.
      3. Repeated unexcused absence may result in termination.

C. 1. An employee will have the right to review the contents of his/her personnel file, excluding initial references, and to have a representative of the Union accompany him/her in such review upon request.

2. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment, will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

3. Absent reoccurrence of the same infraction, disciplinary letters regarding that infraction will be kept in the employee's personnel file for a maximum of two (2) years.

D. Assaults — Any case of assault upon an employee shall be promptly reported to the Board. The Board will provide access to its legal counsel to advise the individual on his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

ARTICLE IX: Board Rights

The District retains all rights, powers and authority vested in it by the laws and Constitution of Michigan and the United States. All policies of the Board of Education or powers which have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Not by way of limitation, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration, not by way of limitation, the right to:

1. Manage and control the schools' business, the equipment, the operations and to direct the working force and affairs of the School District;

2. To continue its rights and past practice of assignment and the direction of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days;

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duty to employees, determine the size of the work force and to lay off employees;

4. Determine the services, supplies and equipment necessary to continue its operations and to determine 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 change therein;

5. Adopt reasonable rules and regulations;

6. Determine the qualifications of employees;

7. Determine the location or relocation of its facilities, including the establishment or locations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation of or closing of offices, departments, divisions or subdivision, buildings or other facilities;

8. Determine the placement of operations, productions, services, maintenance or distribution of work, and the source of materials and supplies;

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;

10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the District shall not abridge any rights of employees as specifically provided in the Agreement; and

11. Determine the policy affecting the selection, testing or training of employees.

The Board recognizes that this Agreement sets forth limitations on the above named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

ARTICLE X: Work Year, Work Week, Work Day

A. Aides and Paraprofessionals

1. Work Year

The work year for aides and paraprofessionals shall coincide with the student instruction year and additional days as may be assigned and approved by the superintendent or designee.

2. Work Week

The work week shall be Monday through Friday

3. Work Day

a. The work day for aides and paraprofessionals will be as determined by the principal in each building.

b. Aides and paraprofessionals who are scheduled to work at least four (4) hours per day will receive a thirty (30) minute unpaid lunch period. The unpaid lunch period shall be scheduled by the bargaining unit member and their immediate supervisor in order to minimize interference with instructional services being provided. Aides and paraprofessionals with instructional duties, as approved by the superintendent or designee, will receive thirty (30) minutes of daily paid preparation time.

c. If the student that an aide is assigned to is absent on a day, the administration can: Assign the aide to another student or students; assign the aide to work with another teacher; assign the aide to other duties or responsibilities; or, if no other options are workable, send the aide home for the remainder of the day. If the aide is sent home, they will be paid for a minimum of two (2) hours.

B. Secretaries and Clerical

1. Work Year

The work year for secretarial and clerical employees will be either ten (10) months or twelve (12) months.

2. Work Week

The work week shall be Monday through Friday.

3. Work Day

The work day for secretarial and clerical employees will be as determined by their immediate supervisor.

Secretaries and clerical employees who work more than four (4) hours per day shall be entitled to a thirty (30) minute unpaid lunch break, and one (1) fifteen (15) minute paid coffee break. Both are to be scheduled with their immediate supervisor.

C. Custodians and Maintenance

1. Work Year

(a) The work year for school term custodial and maintenance employees shall begin five (5) work days before school begins for teachers in the fall, and shall end ten (10) work days after school ends for teachers in the summer.

(b) The work year for all other custodial and maintenance employees shall be twelve (12) months.

2. Work Week

(a) The work week for all custodial and maintenance employees on the day and afternoon shifts shall be Monday through Friday.

(b) The five (5) day work week for all custodial and maintenance employees on the midnight shift will either begin at 11:00 p.m. on Sunday and end at the finish of their shift on Friday morning, or it will begin at 11:00 p.m. on Monday and end at the finish of their shift on Saturday. An adjustment of the working day on Friday is possible with the approval of the Building and Grounds Supervisor. Each employee's assignment as to the start of the work week, above, will be on an annual basis.

(c) The Board and Association agree to experiment with different combinations of hours and days, including a four (4) day, ten-hour-work week. Except by mutual written approval of the Board and Association, any such experimental combinations will be for at least one month in duration, and not more than one school year in duration. This section shall supersede any other language in the Agreement to the contrary.

(d) The work week for full-time twelve (12) month custodial and maintenance employees shall be forty (40) hours.

3. Work Day

(a) Except as specified in subsection "c" below, all eight (8) hour employees shall have a thirty (30) minute duty free lunch/dinner period without pay. Employees may leave or remain in the building during this period at their discretion.

(b) The work day for the afternoon shift will be determined at the beginning of each semester. Except as specified in subsection "c", below, the shift will be for eight (8) hours if no dinner break is taken, or for eight and one-half (8 1/2) hours if a thirty (30) minute unpaid dinner break is taken. On nights when late activities require custodial services, the Board may require employees to take a dinner break.

(c) Afternoon and midnight shift employees hired after 07/01/96 will have a thirty (30) minute unpaid lunch period. Afternoon and midnight employees who were hired prior to 07/01/96 will have the option available in subsection "b", above.

(d) (1) All custodial and maintenance employees will be entitled to two (2) fifteen (15) minute break periods, except that part-time employees working six (6) hours or less per day shall receive one (1) twenty (20) minute break period.

(2) Custodial and maintenance employees working overtime will be entitled to an additional break of five (5) minutes per hour overtime worked if the overtime was at the beginning or end of their regular shift. Break time for Saturday, Sunday, or holidays will be in accordance with 3. (d) (1) above.

D. School Cancellations

1. In the event school is canceled prior to the start of an employee's work day due to inclement weather or conditions not within the control of the District, the following procedures will apply:

(a) Aides and paraprofessionals

Aides and paraprofessionals will not report for work and will be paid for those days, up to a maximum of four (4), for which the district receives state aid. They will not be paid for canceled days for which the District does not receive state aid.

(b) Secretaries and Clerical Employees

Secretaries and clerical employees will not report for work and will be paid for those days, up to a maximum of four (4), for which the District receives state aid. They will not be paid for canceled days for which the District does not receive state aid. If a secretary or clerical employee is required by the employee's immediate supervisor to report to work on a canceled day because of a time critical task, the employee will work the number of hours required, up to a maximum of four (4), and will receive compensatory time equal to six (6) hours. If compensatory time cannot be scheduled and used prior to June 30th annually, the employee will receive payment for the compensatory time earned under this article.

(c) Custodial and Maintenance Employees

(1) All full time custodians report to work at their regular starting time, or as soon thereafter as possible. If a custodian works, they will work five (5) hours and twenty (20) minutes, and be paid for eight (8). (This represents time and one half for the hours worked on those days). Exception: If it is impossible for a custodian to come to work because of the weather, they will have the option to make up the hours of work missed or lose pay. Part time custodians will not report to work unless called.

(2) If an inclement weather day is called after school is in session, D. (c) (1) above shall apply, except that any bargaining unit member who has begun work when the decision is made to cancel classes shall work five (5) hours and twenty (20) minutes or until thirty (30) minutes after the student have been dismissed, whichever is later.

2. For aides, paraprofessionals, secretarial and clerical employees, if an inclement weather day is called after school is in session, the employees shall work until fifteen (15) minutes after the students have been dismissed. They will be paid for the remainder of their scheduled work day.

3. If the District is required to make up days for which the employees have received full pay in order to meet the minimum number of instructional days or hours required by the state or other laws, rules or regulations, the employees will work those days and not receive additional compensation.

E. Overtime - Custodians

1. Overtime shall first be divided among employees in a building by classification. The employer will make every effort to balance overtime by classification within buildings, and will twice yearly during January and June post an accounting of hours charged. The Union may be updated upon the status of hours charged at times other than the above upon reasonable request.

2. Overtime that is refused by an employee will be charged to that employee for the purposes of balancing overtime.

3. Opportunities to work overtime outside the employee's building and/or classification shall, whenever possible, be offered in rotation based upon seniority, provided the overtime would not conflict with the employee's regularly scheduled working hours.

4. At the beginning of each school year, but no later than September 15, each employee will fill out a card provided by the employer indicating his/her preference for overtime. This card may be updated at other times than the above by the employee if a change in preference occurs. The card will provide for the following four (4) choices:

   (a) No overtime outside of regular job.

   (b) Overtime only in assigned building.

   (c) Any overtime in classification.

   (d) Any overtime, including other classifications.

5. Employees absent for three months or more will upon return be charged with the average overtime hours of employees in his/her building and classification. Overtime that is unused by an employee while on paid leave will not be charged against said employee.

F. Overtime - Authorization

Overtime will be as authorized by the superintendent or designee.

G. Overtime Rate

All hours worked in excess of forty (40) hours per week shall be paid at one and one-half times the employee's regular hourly rate.

ARTICLE XI: Working Conditions

A. Employees shall not be required to work under unsafe or hazardous conditions as defined by MIOSHA. The Board shall not require an employee, other than an employee whose presence is necessary to avoid, correct, or remove the imminent danger, to operate equipment or engage in a process which has been tagged by the Department and which is the subject of an order issued by the Department identifying that an imminent danger exists. The employees shall make every effort to use protective equipment provided by the employer and shall attempt to perform their duties in a safe manner.

B. The Board will reimburse the employee for loss, damage, or destruction of personal property which was required by the employer to be used on school premises, when the loss, damage, or destruction is not the result of the employees negligence or normal wear and tear.

C. The Board shall continue to provide adequate rest areas, lounges, and restrooms for employee use.

D. No custodial or maintenance employee shall be required to dispense or administer medication or provide health services. Secretarial/clerical and aide/paraprofessional employees may be required to dispense or administer medication or to provide health services. Secretarial/clerical and aide/paraprofessional employees who are required to perform these services shall be provided with all necessary information, training and assistance. Employees will be held harmless by the district, in any legal action that may be brought against them as a result of dispensing medication, administering medication, and providing health services, providing they are not willfully negligent, as a result of dispensing medication, administering medication, or providing health services.

E. In the absence of a building supervisor or designee, employees shall not be held administratively responsible for the building.

F. The Board shall provide reasonable support and assistance to employees with respect to the maintenance of control and discipline of students in the employee's assigned work area.

G. The Board shall make available, where necessary, appropriate safety equipment such as rubber gloves, aprons, and safety goggles, without cost to the employee. The Board further agrees to continue to make available first aid supplies in designated areas. The Board will make available, at no cost to the employee, Hepatitis B vaccinations.

H. At the request of the employee, athletic passes will be provided to the employee for use by the employee and spouse/significant other.

I. Employees who are unable to report to work shall notify their immediate supervisor at least thirty (30) minutes prior to the start of their shift except midnight shift employees who must call by 4:00 p.m. The employee is expected to advise their immediate supervisor of the anticipated length of the employee's absence from work. Teaching assistants are to call the substitute caller rather than their immediate supervisor to report their absence. It is understood that emergency circumstances may arise when it is not possible to comply with these notification provisions.

J. Employees are expected to report to work at the start of their shift and, with the exception of duty-free breaks, are expected to remain until their established quitting time. Employees who leave the premises during duty time are expected to inform their immediate supervisor of the reason, their expected time of return to work, and secure permission of their supervisor. The immediate supervisor for secretaries and teaching assistants is the building principal or designee.

K. The District may require uniforms for custodians and maintenance personnel. It shall be mandatory for employees who are provided with uniforms to wear them whenever regularly scheduled to work. Employees who terminate their employment must return their uniforms or agree to have the reasonable current value of the uniforms deducted from their final pay. The District shall provide uniforms and work shoes as follows: Five (5) uniforms and one pair of work shoes per year.

ARTICLE XII: Vacancies, Promotions, and Transfers

A. 1. All job openings in the bargaining unit that are to be filled shall be posted at the office of the Superintendent, Supervisor of Building and Grounds, and building principals for a period of five (5) working days. Said postings shall include:

(a) Type of work
(b) Location of work
(c) Starting date
(d) Rate of pay
(e) Hours to be worked
(f) Classification

2. Interested employees may apply in writing to the Superintendent or designee within ten (10) days of the first day of the posting period. The Board will notify the Union of openings occurring during the summer months.

3. Within fifteen (15) working days after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill the posted position. Exceptions to the fifteen (15) day period may be made by mutual agreement of the parties. Each applicant shall be notified in writing with the copy provided to the Union.

B. In filling vacancies, the Board will take into consideration ability, qualifications, and work record. Where these criteria are equal, the most seniored employee applicant within the classification will fill the vacancy. If an internal applicant from another classification meets these criteria and there are no applicants from within the classification, preference will be given to the internal applicant over outside applicants.

C. An employee may apply for any position at any time. Such application should be in writing and addressed to the superintendent or his/her designee. Applications will be considered on the basis of B above should an opening occur. The applications shall be renewed annually to insure consideration.

D. A request for an exchange of assignments must be in writing, signed by all parties involved. Subject to the approval of the superintendent or his/her designee, the exchange can take place.

E. Between May 1 and May 15 of each year, current twelve (12) month custodial and maintenance employees have the opportunity to express an interest through bidding for any position within their classification for which they meet the qualifications. Such bidding interest will be considered in order of seniority. Subject to the approval of the Supervisor of Buildings and Grounds, bargaining unit members will be assigned the positions for which they expressed an

interest, and, except as provided elsewhere in this Agreement, such assignments shall be in effect for twelve (12) months after assuming their new assignment. Employees will assume their new positions the Monday that follows the last day of student instruction. Transfers because an employee assumes another position under this provision shall be exempt from the trial period set forth in Section G. below. The parties recognize that involuntary transfers caused by employees assuming new positions under this provision are not prohibited by Section G-4, below. This Section E is not subject to the Grievance Procedure as set forth in this Agreement. If a transfer under this section is denied, the employee shall have the right to appeal to the Superintendent.

F. **Resignation**

Any employee desiring to resign shall submit the resignation in writing to the Superintendent or his/her designee a minimum of two (2) weeks prior to the effective date of resignation.

G. **Promotions and Transfers**

1. Promotions or voluntary transfers shall not become permanent until the employee has been on the job for thirty (30) working days and shall have satisfied his/her immediate supervisors that he/she is capable of performing it.

2. If at any time before the promotion or voluntary transfer becomes permanent, the superintendent or designee determines that the employee is unable to demonstrate ability to perform the work required, the employee may be returned to his/her previous assignment. At any time before the promotion or voluntary transfer becomes permanent, the employee shall have the option of returning to his/her previous assignment.

3. It will continue to be the policy of the employer to make classification promotions from within the classification. If qualified employees cannot be found within the classification, or if same will not accept the position, the employer may go outside the classification.

4. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible.

5. An employee filling a temporary vacancy and assuming a higher classification shall receive the rate of pay for those duties retroactively after five (5) days in that position. An employee's rate of pay shall not be reduced by a temporary change in duties.

ARTICLE XIII: Seniority

A. Each new employee in the bargaining unit shall be considered a probationary employee for the first sixty (60) working days as a regular employee. On completion of the probationary period, the employee shall be placed on the seniority list of the employee's classification, and his/her seniority shall start from the employee's first working day.

B. Seniority shall be defined as the length of service within the employee's classification. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one individual has the same starting date of work, position on the bargaining unit classification seniority list shall be determined by a lottery. See Article XXI, A. 5.

C. Custodial-Maintenance Employees shall accumulate seniority on a pro-rata basis according to twelve (12) or ten (10) month employment status.

D. The Board shall prepare and maintain the seniority list. Annual updates shall be furnished to the Union membership by October 15 thereafter.

E. Seniority shall be lost by an employee upon termination, resignation, or retirement. Bargaining unit members transferred or promoted to non bargaining unit positions shall maintain previously earned seniority, but shall not accrue additional seniority while outside the bargaining unit.

F. Employees who acquire seniority in one classification and subsequently move to another classification, shall retain the seniority they acquired in the earlier classification for that classification.

ARTICLE XIV: Reduction in Personnel, Layoff, and Recall

A. Layoff shall be defined as a reduction in the work force.

B. Except in unusual circumstances, no employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff in writing at least fifteen (15) business days prior to the effective date of the layoff.

C. In the event of a reduction in the work force, the reduction procedure shall be applied within each classification as follows:

1. Probationary employees shall be laid off first.

2. In the event seniored employees must be laid off, layoff shall be on the basis of seniority.

3. In the event an employee is laid off from within a classification, and no position is available to the employee within another classification in which the laid off employee has acquired seniority because of relative seniority in that classification, the laid off employee shall have the opportunity to make application for posted vacancies in classifications in which the employee has no seniority. Should the employee secure such a posted vacancy, he/she retains recall rights to his/her laid off job classification and any other classification in which the employee holds seniority.

D. In the event of a permanent reduction in the work hours of a position, the employee in that position may claim seniority over another person in the same classification, provided the employee has greater seniority than the employee he/she seeks to replace. In no case shall a reduction in any employee's work hours take effect until the employer gives seventy-two (72) hours written notice to the affected employee.

E. A laid-off employee shall, upon application, and at his/her option, be granted priority status on the substitute list according to his or her seniority and will be paid at the substitute rate. Laid-off employees may continue their insurance benefits by paying the regular monthly per-subscriber group rate premium for such benefits to the Board, subject to the rules and regulations of the carrier.

F. Employees shall be recalled in inverse order of their lay-off within the classification from which they were laid off or, based upon seniority in another classification, to that classification.

G. Notice to recall shall be sent by certified or registered mail to the last known address as shown on the Board'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 Board notified as to his or her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period.

Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his or her seniority rights.

H. Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall forfeit his or her seniority and any further rights under this Agreement.

I. Probationary employees have no recall rights.

ARTICLE XV: Evaluations

A. **General Conditions**

1. The parties recognize that evaluation is an ongoing process, and that each employee is subject to evaluation in the day to day performance of his or her duties.

2. Forms for written evaluation shall be developed by the Board with input from the Union. Evaluations shall be in writing, and shall be performed at least annually.

3. For purposes of written evaluation, employees shall be responsible to their immediate supervisor. This shall not be interpreted to diminish the responsibility of the employee to work with administrative and other personnel while on duty.

B. 1. Within thirty (30) calendar days following the completion of a written evaluation, the evaluator will meet with the employee to discuss the evaluation and any recommendations. The employee shall be entitled to have a Union representative present upon request.

2. If the evaluator believes the employee is doing unsatisfactory work, the reasons shall be set forth in specific terms. Included will be examples of specific things the employee should do to improve his or her job performance.

3. The employee shall sign the evaluation at the time of review as acknowledgment of having received the evaluation, but not necessarily as agreement to its contents.

4. If an employee does not agree to the contents of the written evaluation, the employee shall be entitled to attach a written statement to the evaluation. The attached statement will be retained with the evaluation in the employee's personnel file.

C. Evaluations may be subject to the grievance procedure as set forth in this Agreement, but may not be submitted to arbitration.

ARTICLE XVI: Work Duties and Compensation

A. Job classifications shall be set forth in Appendix A.

B. The basic compensation of each 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 will be paid for all hours worked over forty (40) hours in one week.
2. Double time will be paid for hours worked on Holidays and Sundays.
3. Paid leave shall count toward hours worked.
4. Compensatory time off may be given instead of overtime if mutually agreeable to the employee and approved by the superintendent or designee.

D. Reasonable assistance will be provided to custodians to set up for varsity boys basketball games.

E. Terminal leave pay will be granted to an employee who leaves the system with ten (10) or more years of employment for each unused day of sick leave up to the maximum allowable sick leave accumulation limit, and at the percentage of the employee's daily rate of pay specified below. Custodial-Maintenance employees employed prior to July 1, 1996 shall be exempt from the ten (10) years of employment eligibility requirement, until they reach the ten (10) year service requirement.

1. Custodial Maintenance: 75% of the employee's daily rate of pay to a maximum of $3,200.
2. Secretarial-Clerical: 75% of the employee's daily rate of pay to a maximum of $6,000.
3. Aides and Paraprofessionals: 50% of the employee's daily rate of pay to a maximum of $1,000 in the first year of this Agreement, and $1,250 in the second and successive year of this Agreement.

F. Ten-month employees may, on an annual basis prior to issuance of the first pay check in September, elect to receive their pay for the year spread over 12 months, rather than 10 months.

ARTICLE XVII: Retirement

A. All employees shall be allowed to continue their employment with the Board consistent with State and Federal law.

ARTICLE XVIII: Vacations

A. Aides and Paraprofessionals

No paid vacation days will be provided.

B. Secretaries and Clerical Employees

1. Twelve (12) month secretarial employees shall accumulate vacation at the rate of 5/12's day per month for the first year of employment. Ten (10) days of vacation will be provided after the second and through the fifth year. Commencing with the sixth year of employment, one (1) additional vacation day per year will be provided to a maximum yearly total of fifteen (15) vacation days.

Examples:	1st year	-	5 days
	2nd year	-	10 days
	3rd year	-	10 days
	4th year	-	10 days
	5th year	-	10 days
	6th year	-	11 days
	7th year	-	12 days
	8th year	-	13 days
	9th year	-	14 days
	10th year and beyond	-	15 days

2. Ten month employees shall accumulate vacation days at sixty percent (60%) of the rate of twelve (12) month employees in 1996-97, sixty-five percent (65%) in 1997-98, and seventy percent (70%) in 1998-99.

3. Vacation time is not to be taken when school is in session except with the advance approval of the employee's immediate supervisor.

4. Unused vacation days will be paid annually by June 30 for ten (10) month employees.

C. Custodial and Maintenance Employees

1. Twelve month employees shall receive paid vacation days according to the following schedule:

   a. Upon initial employment and through the second year of employment: One (1) week (5 days) per year. With the third year of employment and through the fifth year of employment: Two (2) weeks (10 days) per year.

   b. One additional day of vacation shall be granted with the sixth year of employment, with one additional day added each year thereafter, up to a maximum of twenty (20) days.

   The vacation period shall include the number of days that have been earned up to and including June 30.

   Examples:
   6th year - 11 days
   7th year - 12 days
   8th year - 13 days
   9th year - 14 days
   Etc.

2. Ten (10) month employees moving into a twelve (12) month position shall be placed on the above schedule according to seniority as defined in Article XIII, C. Vacations for the first year after such movement into twelve month employment shall be at hours previously worked, not at the hours worked in the new position. Example: a six hour school-term employee moving into twelve month eight hour employment would, for his/her first year of vacation eligibility, receive vacation at a six hour per day rate.

3. Said vacation time may be used at times other than the summer months, when school is not in session. Requests may be made to the immediate supervisor for use of vacation time when school is in session. The decision of the Superintendent to grant or not grant the request will be final. This decision will not be subject to the grievance procedure. When more than one employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting employees from being absent at the requested times, the affected employee having the greatest seniority shall be granted his/her preferred vacation date(s), provided that the request for vacation has been made at least one (1) month in advance of the vacation date.

4. Holidays occurring during a vacation period shall not be charged against the vacation allowance.

5. Twelve-month employees working less than eight (8) hours per day shall accumulate vacation time and shall be paid for their vacation days at their daily rate.

6. Vacation pay of an employee is based on the regular rate of pay, excluding overtime pay.

7. All vacation must be used by June 30th annually. If the Employer requires the employee to work and the employee cannot use all of their earned vacation time, then the Employer has the option to allow the earned vacation time to be carried over into the next fiscal year or pay the employee for those days. The Employer may not require an employee to carryover any unused earned vacation time two (2) consecutive years.

ARTICLE XIX: Holidays

A. All employees shall have the following holidays off with pay. Pay shall be for the regularly scheduled hours of each employee. Should the holiday fall on a Saturday or Sunday, either Monday or Friday shall replace that day.

Holiday	Secretary		Custodial/ Maintenance		Aide
	10 mo.	12 mo.	10 mo.	12 mo.	
July 4		X		X	
Labor Day	X	X	X	X	
Thanksgiving Day	X	X	X	X	X
Day after Thanksgiving	X	X	X	X	
Christmas Eve (unless school is in session)			X	X	
Christmas Day			X	X	
New Year's Eve Day			X	X	
New Year's Day			X	X	
Memorial Day	X	X	X	X	X
Good Friday afternoon (4 hours)			X	X	

B. In order to receive pay for a holiday, employees are required to work the last scheduled work day before and the first scheduled work day after the holiday.

C. No employee will be scheduled to work the day after Labor Day, except in cases of emergency, or if school is in session for teachers and/or students.

D. A custodial/maintenance employee shall have the option to work or not work their normal hours on a designated mid-winter break day and be paid for hours worked. Employees shall also be permitted to use their paid vacation days on designated winter break days.

E. Except for paid holidays noted elsewhere, secretaries and clerical employees, will observe the period during the Christmas-New Year's portion of the calendar (that is in effect for teachers), as an unpaid break. Employee's may, however, elect to use vacation time during all or part of this otherwise unpaid period.

F. Probationary employees shall not be eligible for paid holidays during their probationary period.

ARTICLE XX: Paid Leaves

A. General Conditions

1. The Board shall furnish each employee annually with a written statement setting forth his or her total sick leave credit.

2. An employee who is unable to work because of personal illness or disability shall upon application be granted a leave of absence without pay for up to one year. The leave of absence may be extended at the discretion of the Board for up to one year upon written request by the employee. The employee may use all or any portion of his or her accumulated sick leave prior to going on unpaid leave of absence at his or her discretion. Return from unpaid leave under this provision will be in accordance with Article XXI, A. 3.

3. For work-related injuries, the employee shall receive full pay with no sick leave deduction until the employee has met eligibility requirements for Worker's Compensation. With receipt of Worker's Compensation benefits, and at the employee 's request, the employee will receive the difference between that benefit and the employee's daily rate of pay provided the employee verifies the amount of their Worker's Compensation payment and any subsequent changes in that payment. The employee's accumulated sick leave will be adjusted accordingly on a pro-rata basis. An employee whose Worker's Compensation injury extends beyond their sick leave accumulation will be placed on a Worker's Compensation leave, without additional pay from the district.

4. In case of an employee's death, any unused sick leave shall be paid in a lump sum to the survivor named by the employee. Such payment shall be subject to the terms and computed according to the method specified in Article XVI, Section E.

5. A day is defined as the length of the employee's regularly scheduled work day. When an employee's hours are increased or decreased, the accumulation will be prorated. Accumulated sick leave for employees hired prior to July 1, 1996 currently working four (4) hours or more per day is not subject to proration.

6. Employer payment of insurance premiums will cease to be paid for eligible employees beginning with the month that follows exhaustion of the employee's sick leave accumulation and any eligible insurance premiums paid under the Family and Medical Leave Act. Employees wishing to maintain their coverage will assume responsibility for the payment of premiums.

7. Newly hired employees shall receive sick leave benefits at one (1) day per month until the conclusion of their probationary period, at which time they shall be credited with the balance of their annual sick leave allowance.

8. Except in A-3 above, sick leave will be charged in increments of one-half (1/2) day.

B. Illness and Disability

1. Aides and paraprofessionals, ten (10) month secretarial and clerical, and school term custodial/maintenance employees shall receive sick leave equal to one (1) day per month accumulative to ten (10) days per year, credited at the beginning of each school year. Twelve (12) month employees shall be given sick leave equal to one (1) day per month accumulative to twelve (12) days per year credited at the beginning of each school year (except for probationary employees as per A. 7., above). Sick leave days may be taken by an employee for the following reasons and subject to the following conditions:

   (a) The employee may use all or any portion of his/her leave to recover from his/her own illness or disability, and to secure necessary medical or dental care.

   (b) Illness/Disability - Others

      (1) Aides and Paraprofessionals: Up to five (5) days may be authorized for serious illness or medical care or nursing care arrangements for the immediate family. (Immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters, dependents, in-law relations of the same categories. Additional paid days may be granted upon request of the employee for emergency or unusual needs.

      (2) Secretarial and Clerical: Serious illness, medical care or nursing care arrangements in the immediate family. (Immediate family is as defined in 1 (b) (1), above.

(3) Custodial/Maintenance: Serious illness, medical or nursing care arrangements, in the immediate family. (Immediate family is as defined in 1 (b) (1), above.

(c) Bereavement

(1) Aides and Paraprofessionals: The bargaining unit member shall be granted a maximum of five (5) days paid leave per death for immediate family members which shall be deducted from sick leave. (Immediate family is as defined in 1 (b) (1), above.) Up to five (5) additional paid days may be granted upon request of the employee for emergency or unusual needs.

(2) Secretarial, Clerical and Custodial/Maintenance: Use of Section B. accumulated days as needed for death in the immediate family. (Immediate family is as defined in 1 (b) (1), above.

(d) While it will not be necessary for the School District to require a medical certificate for all absences of one (1) to three (3) days in order for an employee to be eligible for sick leave pay, the School District reserves the right to require a medical certificate whenever an employee's pattern of attendance indicates excessive use of sick leave or to determine whether he/she is medically able to return to work or to determine physical fitness for continued service.

2. Illness/Disability/Bereavement days are cumulative according to the following:

a. Aides and paraprofessionals -

1996-97	sixty (60) days
1997-98	seventy-five (75) days
1998-99	ninety (90) days

b. Secretarial and clerical - 120 days

c. Custodial and Maintenance - 120 days

No bargaining unit member employed as of ratification, shall forfeit accumulated illness/disability/bereavement days as a result of the above accumulation limits. Excess accumulated days as of ratification will be preserved and "drawn down" if/when the employee's actual accumulation falls below the employee classification accumulation limit.

C. Personal Business

1. All ten (10) month employees regularly employed by the Board shall be granted two (2) personal business leave days per year. All twelve (12) month employees and all secretarial/clerical employees regularly employed by the Board shall be granted three (3) personal business days per year. These days shall be non-accumulative. Personal business leave shall be used for matters which are difficult to transact on the weekend or before or after working hours. Except in case of an emergency, arrangements for personal business leave are to be made at least twenty-four (24) hours in advance with employee's immediate supervisor. Personal business leave will not be charged against sick leave. Unused personal business leave days will be added to the employee's accumulated unused sick leave on July 1.

2. The day immediately preceding, or the day immediately following a legal holiday or school recess (e.g., Christmas, Memorial Day, etc.) will not be used for a personal business leave day, except in case of an emergency. Arrangement for use of personal leave shall be made in writing using the form included as APPENDIX D. It is understood that the Board may reasonably restrict the number of employees taking personal leave on any given work day.

D. **Jury Duty.** Any employee called for jury duty and who was unable to get excused shall be compensated for the difference between his/her regular pay and the pay received for jury duty.

E. **Reserve/National Guard Duty.** Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard, shall be paid the difference between his/her Reserve pay he/she would have received from the Board during any period when the affected employee is on active duty for the Reserve or National Guard. Except in cases of national emergency, a maximum of two (2) weeks per year shall be allowed.

ARTICLE XXI: Unpaid Leaves

A. General Conditions

1. Leaves of absence without pay for up to one (1) year in duration may be granted upon written request from an employee. The request will include the purpose of the leave, and the proposed beginning and ending dates of the leave. For medical requests, the Board may require a statement from the employee's physician indicating the necessity of the leave. Such leaves may, at the discretion of the Board, be extended upon written request of the employee.

2. It is understood that the granting of unpaid leaves is the discretion of the Board. Denial of unpaid leave requests by the Board shall not be subject to the grievance procedure, unless the claim is that the Board abused its discretion or acted arbitrarily in denying the requested leave.

3. An employee returning from a leave of absence of six (6) months or less shall be entitled to return to the position they held just prior to the leave of absence. An employee returning from a leave of absence of more than six (6) months shall be reinstated to the first available position for which they are qualified, within their classification. At least two (2) weeks prior to the date a leave is scheduled to expire, an employee shall notify the Board of their intent to return to work.

4. Only continuous employment within the system will be counted for the purpose of accumulating seniority; however, leaves of absence granted for a period of six (6) months or less shall not constitute interruption of continuous service and shall be counted for purposes of seniority. Leaves of absence granted for more than six (6) months, according to this contract, shall not constitute interruption of continuous service, but shall not be counted for purposes of seniority.

5. Except for continuation of twelve (12) weeks of employer-paid medical insurance benefits (such as provided in the Family and Medical Leave Act (FMLA)) for eligible employees, the payment of monthly premiums for the purpose of continued insurance coverage is the responsibility of the employee during an unpaid leave of absence subject to COBRA rules and regulations.

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

1. **Military Leave** — A leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States for the period of one enlistment or induction only, or as may be provided for in applicable State/Federal statutes. Upon return from such leave, an employee shall be placed in the same classification and experience level as he/she would have been had he/she worked in the district during such period. Employees on this leave of absence shall be granted their regular seniority for the term of the leave.

2. **Parental/Child Care** — A leave of absence may be granted to any employee for the purpose of child care. Such leave may be extended upon written request of the employee.

C. Where the leave benefits in this Agreement exceed those in the Family and Medical Leave Act (FMLA), these leave benefits shall apply. Where the benefits in the FMLA exceed the leave benefits in this Agreement, the benefits in the FMLA shall apply. Any alleged Employer violations of the FMLA shall be dealt with under the procedures set up in the FMLA and are not subject to the grievance procedure contained herein.

ARTICLE XXII: Savings Clause

If any provisions of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect. Upon written request of either party, the parties shall meet to attempt to agree upon a successor for the provision or application found contrary to law.

This Agreement constitutes the sole and entire existing Agreement between the parties on the subjects addressed herein, and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and Union on the subjects addressed herein. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Union. Subjects not specifically addressed herein may be addressed in bargaining during the term of this Agreement, upon the mutual agreement of the parties. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE XXIII: Negotiation Procedure

A. At least sixty (60), but not more than ninety (90), days prior to the expiration of this Agreement, the parties agree to open negotiations for a successor agreement.

B. It is contemplated that hours, wages, and terms and conditions of employment, not specifically covered by this Agreement may be subject to negotiations between the parties from time to time during the period of this Agreement upon mutual agreement of the parties.

C. During the term of this Agreement, negotiations concerning specific terms and conditions of this Agreement shall take place only by written mutual agreement of the parties.

ARTICLE XXIV: Insurance

A. General Conditions:

1. The Board shall provide to each eligible employee the insurance plans listed below.

2. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claims disputes are, therefore, not subject to the grievance procedure.

3. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.

4. The Board by payment of the premium payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.

B. Benefits

1. Aides and Paraprofessionals

   a. Life insurance in the amount of $10,000 with AD & D upon completion of the ninety (90) day waiting period will be provided to aides and paraprofessionals who work four (4) or more hours per day.

2. Secretarial and Clerical

   a. Life insurance in the amount of $20,000 with AD & D upon completion of the ninety (90) day waiting period will be provided to secretarial and clerical personnel who work four or more hours per day.

   b. Health Insurance. If an employee chooses to participate in the health insurance plan, the Board agrees to provide, for employees working 5.5 hours or more per day, an amount equal to 90% of the premium required to provide hospitalization according to family status for the full twelve (12) months. The insurance above will be provided upon the employee's agreement to pay the balance of the premium through authorized payroll deduction. For the life of this Agreement, the health care benefits provided to secretarial and clerical employees shall be those detailed by D.R.S. Services, Inc. on January 1, 1997 (Class II), except for elective abortions as specified in the 1997-98 State Aid Act.

c. Long Term Disability. The Board will pay premiums for Long Term Disability Insurance for secretarial/clerical employees. The eligibility waiting period will be ninety (90) calendar days. Benefits will be sixty-six and two-thirds (66 2/3%) percent of salary to a maximum of $3000 per month The insurance carrier will be selected by the Board.

d. The Board agrees to provide the above mentioned insurance subsidies for programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policy holder.

3. Custodial/Maintenance

a. Health Insurance. For employees working 5.5 or more hours per day, the Board shall provide health insurance, without cost to the employee, for employees and their dependents. For employees who complete the normal school year, the insurance will be provided for a full twelve (12) months. For the life of this Agreement, the health care benefits provided to custodial and maintenance employees shall be those detailed by D.R.S. Services, Inc. on January 1, 1997 (Class III), except for elective abortions as specified in the 1997-98 State Aid Act.

b. Life Insurance. The Board shall provide life insurance, without cost to the employee, as follows:

(1) Ten (10) month employees — $20,000 with AD & D

(2) Twelve (12) month employees participating in the health insurance plan — $25,000 with AD & D

(3) Twelve (12) month employees not participating in the health insurance plan — $30,000 with AD & D

c. Dental Insurance. The Board shall provide dental insurance for employees, without cost to the employee, for employees and their dependents. For employees who complete the normal school year, the insurance will be provided for a full twelve (12) months.

d. Vision Insurance. The Board shall provide vision insurance, without cost to the employee, for employees and their dependents. For employees who complete the normal school year, the insurance will be provided for a full twelve (12) months.

e. Long Term Disability. The Board shall provide long-term disability insurance, without cost to the employee, for all employees. The eligibility waiting period will be ninety (90) calendar days. Benefits paid will be sixty-six and two-thirds percent (66 2/3%) of the employees salary - to a maximum of $3,000 per month.

f. For the life of this Agreement, the level of dental and vision benefits for custodial and maintenance employees shall be the benefit levels in effect during the 1996-97 year.

g. Employees who are granted unpaid leave of absence upon request of the employee and/or Union shall receive from the superintendent or designee a written statement specifying the duration of all Board paid insurance benefits during the unpaid leave of absence after Board paid benefits are no longer provided. The Union shall receive a copy of such statements.

ARTICLE XXV: Duration of Agreement

A. This Agreement shall expire on June 30, 1999. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

B. Copies of this Agreement will be printed at the expense of the Board and presented to all bargaining unit members, with fifteen (15) copies to the Union.

FOR THE BOARD:

Ronald Tarrant

Rose Budd

Dennis M. McCourt

Date: 11-12-97

FOR THE UNION:

Marsha L. Adams

Marlyn Catalano

David Hartman

Date: 11-12-97

APPENDIX A: Job Classifications

Aide/Paraprofessional

To aid and assist students and teachers in both instructional and non-instructional environments.

Secretary/Clerical/Bookkeeping

Employees in this classification perform duties of a secretarial, bookkeeping and/or clerical nature.

Custodial/Maintenance

Groundskeeper:	Athletic field and general grounds upkeep, and maintenance.
Head Custodian:	General building maintenance; boiler operation; responsible for all custodial services in a given building.
Maintenance:	General maintenance tasks.
Day Custodian:	Minor repairs, boiler operation, building security, and minor cleaning in a given building.

APPENDIX B: Wage Schedule

Aides and Paraprofessionals

1996-97		1997-98		1998-99	
0-6 Months	7.65	Probationary	7.68	Probationary	7.87
6 months - 3 years	7.80	2-12 months	7.84	2-12 months	8.04
3 years or more	7.96	1-3 years	8.00	1-3 years	8.20
		3-4 years	8.16	3-4 years	8.36
		5 years	8.32	5 years	8.53
		10 years	8.44	10 years	8.66

Aides/paraprofessionals currently earning $9.00/hour will continue to receive $9.00/hour until they advance to higher pay on the negotiated wage schedule.

Secretarial and Clerical

1996-97		1997-98		1998-99	
Probationary	8.90	Probationary	9.12	Probationary	9.35
Step 0	9.50	Step 0	9.74	Step 0	9.98
Step 1	11.32	Step 1	11.60	Step 1	11.89
Step 2	12.57	Step 2	12.88	Step 2	13.20
Step 3	13.37	Step 3	13.70	Step 3	14.04
		Step 5	13.84	Step 5	14.19
		Step 10	13.91	Step 10	14.26

Custodial and Maintenance

1996-97		1997-98		1998-99	
Probationary	10.42	Probationary	10.68	Probationary	10.95
Step 0	10.62	Step 0	10.89	Step 0	11.16
Step 1	10.90	Step 1	11.17	Step 1	11.45
Step 2	11.18	Step 2	11.46	Step 2	11.75
		Step 3	11.57	Step 3	11.86
		Step 5	11.69	Step 5	11.98
		Step 10	11.87	Step 10	12.17

All current custodial/maintenance employees will be grandfathered at Step 2 in 1996-97.

Head Custodians: Additional .28/.29/.30/hour (pay differential for 1996-97 through 1998-99)

Maintenance: Additional .56/.58/.60/hour (pay differential for 1996-97 through 1998-99)

General Wage Notes —

1. 1996-97 retroactive payment is for wages only, no other compensation. Retroactive payments for 1996-97 will be made to current employees who were employed by the district during the 1996-97 school year.

2. Twelve (12) month employees will receive bi-weekly checks for either 26 or 27 pays.

3. Ten (10) month employees will have the option of 21 or 26/27 pays.

4. For employees hired after 07/01/97, all changes in steps will be made on the anniversary date of hire. Current practice will continue for those hired before 07/01/97.

5. Wages will be calculated on a yearly basis with adjustments made monthly. Individual worksheets will be provided to all employees.

APPENDIX C: Milan MESPA Grievance Form

GRIEVANCE NO.:_____ DATE:_____

EMPLOYEE INFORMATION

Name:_____

Home Phone:_____

Job Classification:_____

Building:_____

DISTRIBUTION

Supervisor
Grievant(s)
Union Representative
Milan MESPA President
Grievance Chairperson
Superintendent

A. **Date of Cause of Grievance Occurred:**_____

B. **Contract Article(s) Violated:**_____

C. **Statement of Grievance:**_____

_____

_____

D. **Relief Sought:**_____

_____

_____ _____
Date Grievant(s) Signature

E. **Supervisor:** Received: _____ _____
Date Signature

Disposition:_____

_____

F. **Superintendent:** Received: _____ _____
Date Signature

Disposition: _____

_____

G. **Board:** Received: _____ _____
Date Signature

Disposition: _____

_____

APPENDIX D

Milan Area Schools
Milan/Michigan Education Association/MESPA

NOTIFICATION
OF INTENT TO UTILIZE
PERSONAL BUSINESS LEAVE DAY

Name:_____

Date Of Personal Business Leave Day:_____

_____
Employee Signature

Date:_____

_____
Supervisor's Signature

Date:_____