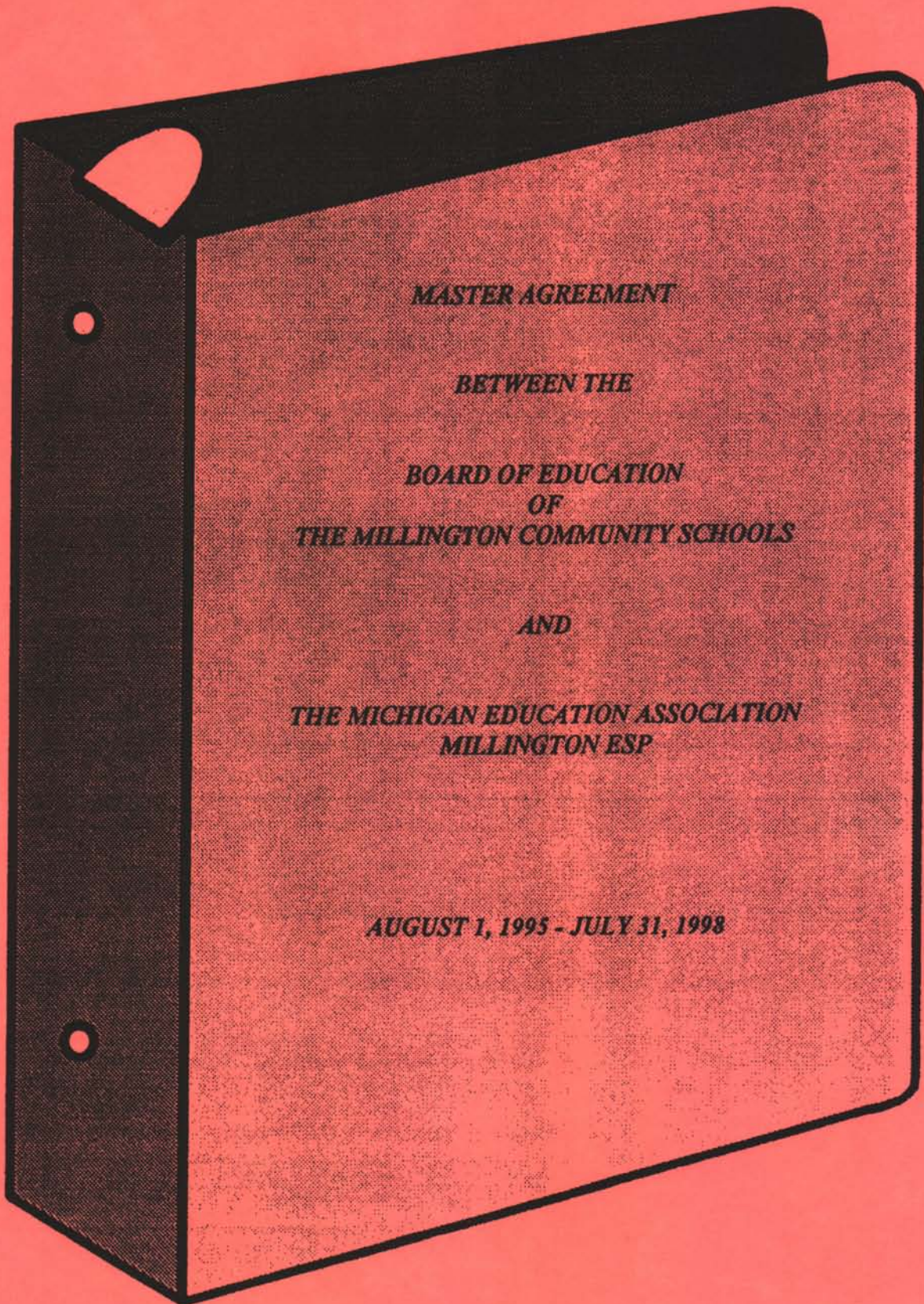


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7/31/98



MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION
OF
THE MILLINGTON COMMUNITY SCHOOLS
AND
THE MICHIGAN EDUCATION ASSOCIATION
MILLINGTON ESP

AUGUST 1, 1995 - JULY 31, 1998

Millington Community Schools

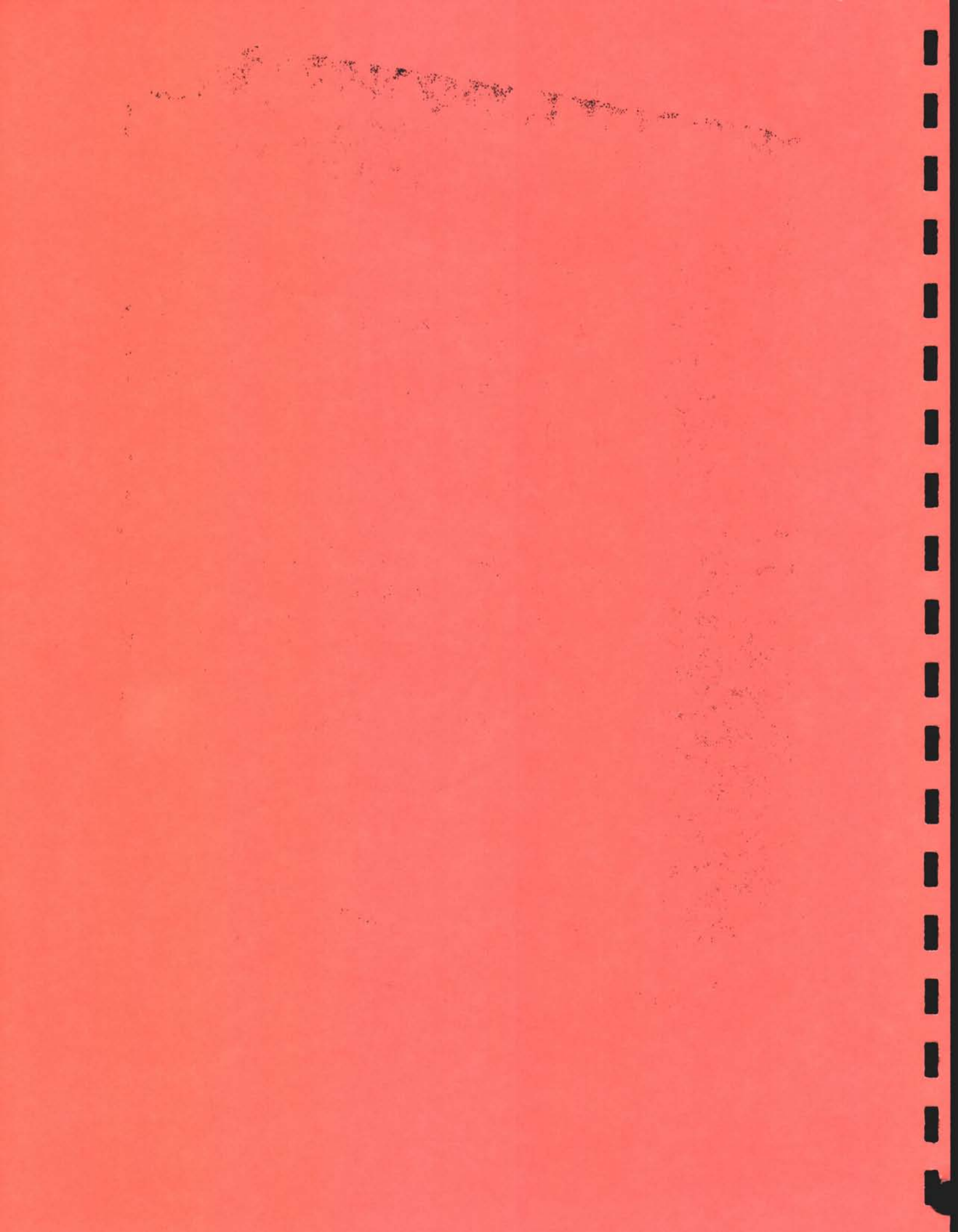


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PREAMBLE

This Agreement entered into on this 15th day of February, 1996, by and between the Board of Education of the Millington Community School District, Tuscola County, Michigan, hereinafter referred to as the "Board" or the "Employer" and the Michigan Education Association through its local affiliate referred to as the "Union." The headings in the Agreement neither add to nor subtract from the meaning, but are for reference only.

ARTICLE I

RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, as amended, the District hereby recognizes the Michigan Education Association through its local affiliate as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the Agreement for the employees of the Millington Community Schools, including all secretaries, clerks, paraprofessionals, custodial and maintenance employees and cafeteria employees excluding confidential employees, and supervisors, and all others.
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.

ARTICLE II

BOARD RIGHTS

- A. The employer, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code, the laws of the State, the Constitution of the State and of the United States except as restricted by this Agreement.
- B. In meeting such responsibilities of the Board it is recognized that the Board has, by way of illustration and not limitation, the right to:
 - 1. Adopt rules, regulations, educational and financial policies.
 - 2. The management and control of the school system, its properties and facilities which includes determining the number, location or relocation of its facilities; establishing or relocating new schools, buildings, departments, divisions or

subdivisions thereof; relocation or closing of offices, departments, divisions or subdivisions, building or other facilities; determine the services, supplies, and equipment necessary to continue its operations; determine the methods, schedules and standards of operation; establish the means, methods, and processes of carrying on the work including the institution of new and/or improved methods or changes therein; and to determine the size of the management organization and its functions, authority, amount of supervision and table of organization.

3. The right to manage and direct the working forces including the right to determine the qualifications of employees, including physical conditions; determine the policies affecting the selection, testing or training of employees; the right to hire, promote, suspend, discharge, demote or otherwise discipline, transfer, assign work including extracurricular activities, subcontract; and to determine the size of the work force and to lay off employees.
4. It is understood that any matter not specifically set forth in this Agreement remains within the reserve right of the Board.

ARTICLE III

UNION RIGHTS

- A. The Union shall have the right to use buildings at reasonable hours for meetings which do not interfere with the regular program or work of the employees. The Union shall have the right to use duplicating equipment and supplies provided that the Union pay for the costs of supplies used and/or damage to equipment.
- B. Bulletin board space will be made available for the Union in the high school, junior high and elementary buildings in each staff lounge. The bulletin boards shall be used only for union business and all notices shall be signed by a designated union official.
- C. The Union agrees to reimburse the school for any damage to facilities entrusted in its care.
- D. The Board agrees to furnish to the Union information as required by statute for bargaining and grievance processing. Such information shall be provided upon request by the Union in accordance with the statute.
- E. The Union shall have up to a maximum of five (5) Union days for Union business to be taken without pay.
- F. Special conferences may be arranged to discuss particular items of concern to either party. Such conferences shall be outside of the employee's normal work day.

- G. The District will not subcontract work normally done by bargaining unit employees unless, after consultation with the Union, it is determined that the necessary manpower, capacity, ability, or equipment is unavailable within the bargaining unit to complete the task.

ARTICLE IV

AGENCY SHOP/PAYROLL DEDUCTIONS

- A. The Board agrees that it shall be a condition of employment that all present employees and all new employees shall within sixty (60) working days after the effective date of this Agreement or within sixty (60) work days after the commencement of employment whichever comes later shall, to the extent that the laws of the State of Michigan permit:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Union and such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 for each given year, or
 2. Cause to be paid to the Union a representation fee equivalent to the dues uniformly required of members of the exclusive bargaining representative. In the event the representation or membership fee shall not be paid, the Board, upon receiving a written and signed complaint from the Union indicating the employee has failed to comply with this condition, shall process said complaint by immediately notifying said employee his/her services shall be discontinued by the Board within thirty (30) calendar days after receipt of written notice of such default is delivered to the Board by the Union unless prior to employing a replacement employee; the Board of Education shall receive a written notification from the Union and the employee that said dues have been paid in full and said complaint is withdrawn. It is expressly understood that in the event the Board of Education shall hire a new employee to replace a probationary employee under the terms of this Article, then and in that event neither the Union nor the employee shall have a right to withdraw said complaint, it being recognized by the Union and any employee employed under the terms of this contract that the Board has a reasonable right to proceed to replace an employee against whom charges have been filed hereunder. The refusal of said employee to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for the Board of Education.
- B. The Board shall deduct union dues or service fees from each employee's pay monthly, September through June. Provided, however, that the employee shall have signed an

authorization card, and such card is submitted by the Union to the Board for each employee from whose pay said deductions are to be made. Such authorization will continue in effect from year to year, unless revoked in writing between August 1 and August 31 for each given year.

- C. The Union shall notify the Board or designee thirty (30) days prior to any change in its dues.
- D.
 - 1. The Board shall deduct from the pay of a Union member from whom it receives authorization to do so for deduction in annuities, credit unions, and other plans or programs mutually agreed to by the Board and the Union.
 - 2. The Board agrees to notify employees who have received an over payment of wages. Following such notifications the Board will attempt to arrive at a mutually acceptable repayment schedule with the employee. If these efforts are unsuccessful, the Board shall have the right to recover any over-payments by withholding up to the full amount, not to exceed 15% of gross wages, from the employee on the next regular payroll check.
- E. The Union agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of, or by reason of, action by the Board for the purpose of complying with this Agreement.

ARTICLE V

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation or misapplication of the express terms of the contract. It is expressly understood that when an employee chooses another remedial forum for relief, the employee and/or the Union forfeits their rights and access to the grievance procedure.

The termination of services or failure to re-employ any probationary employee shall not be the basis of any grievance filed under the provisions of this Article.

- B. The Union shall designate one (1) representative to handle grievances when requested by the grievant. The Board hereby designates the immediate supervisor to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean regular working days.

D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s).
2. It shall specify the facts giving rise to the grievance.
3. It shall specify the section or subsections of the contract alleged to have been violated.
4. It shall specify the relief requested.

E. LEVEL ONE An employee of the Union believing himself/herself wronged by an alleged violation of the express provisions of this contract shall within eight (8) days of its alleged occurrence(s) orally discuss the grievance with the immediate supervisor in an attempt to resolve the same. If no resolution is obtained within five (5) days of the discussion, the employee may reduce the grievance to writing and submit it to his/her immediate supervisor no more than ten (10) days after the first oral discussion. The immediate supervisor shall respond within five (5) days of receipt of grievance.

LEVEL TWO If there is no resolution to the written grievance at Level One, a copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One within five (5) days of receipt of an answer with endorsement thereon of the approval or disapproval of the Union. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Union representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Union representative, the immediate supervisor of the department in which the grievance arose, and place a copy of same in a permanent file in his/her office.

If the decision of the Superintendent or his/her designated representative is unsatisfactory to the employee and the Union, the grievant may appeal same to the Board of Education or its designated agent within ten (10) days by filing a copy of the grievance along with the decision of the Superintendent with the Secretary of the Board.

LEVEL THREE Within one (1) month from receipt of the grievance, the Board or its designated agent shall pass upon the grievance. If the Board or its designated agent finds the grievance procedure to be improper, a hearing shall be held with the Board or its designated agent and the grievant and/or Union representative to resolve the discrepancy and proceed with the grievance. The Board or its designated agent may hold a hearing thereon, may designate one or more of its members to hold a hearing, or otherwise investigate the grievance, provided, however, that in no event

except with express written consent of the Union shall final determination of the grievance be made by the Board or its designated agent more than one (1) month after its submission to the Board.

A copy of the written decision of the Board or its designated agent shall be forwarded to the Superintendent for permanent filing, the immediate supervisor of the department in which the grievance arose, the grievant, and the Union representative.

LEVEL FOUR Individual employees shall not have the right to process a grievance at Level Four.

1. If the Union is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board or its designated agent, refer the matter to arbitration. Notice of intent to arbitrate must be in writing and addressed to the Superintendent. Upon receipt, the parties will have ten (10) days to attempt to mutually agree upon an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, the Union must file with the American Arbitration Association no more than ten (10) days after the attempt to mutually agree. All hearings held under this provision shall be in accordance with the rules and procedures of the American Arbitration Association.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing, a prehearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Union. Subject to the right of the Board or the Union to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary scales or to change any salary.
 - c. He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.

- d. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide. In rendering decisions, 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.
 - e. He/she shall have no power to interpret state or federal law.
 - f. He/she shall not hear any grievance previously barred from the scope of the Grievance Procedure.
 - g. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - h. 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.
 - i. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- F. The fees and expenses of the arbitrator shall be borne by the loser.
- G. Should an employee or the Union fail to appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his/her employment) shall be barred.
- H. Initial grievances shall be signed by both the aggrieved employee and the grievance chairperson.
- I. All preparation, filing, presentation or consideration of written grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations.
- J. Any level or time limit of this procedure can be waived by consent of the parties.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

ARTICLE VI

SENIORITY

- A. Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event that more than one employee has the same length of service, position on the seniority list shall be determined by casting lots in the presence of the union president or his/her designee.
- B. All employees new to the District shall serve a probationary period of sixty (60) calendar days. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. The employer shall prepare, maintain, and post the seniority list. The initial seniority list shall be prepared and copies provided to each employee within thirty (30) days after the effective date of this Agreement with revisions and updates prepared and distributed annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the union by October 15 of each year of the Agreement.
- D. Seniority shall be lost by an employee upon termination, resignation, or retirement.
- E. Seniority shall continue to accrue for up to two (2) years for unpaid leaves of absence due to illness or injury covered by workers' compensation or union business. Seniority shall be frozen for all other unpaid leaves of absence or service within the District outside the bargaining unit.
- F. Bargaining unit members who transfer to non-bargaining unit positions and then return to the bargaining unit will accrue two (2) years of seniority for each year of service until such time as they have as much seniority as when they left the unit. At that time they will accrue seniority as does a regular bargaining unit member.

ARTICLE VII

VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as any position, either newly created or a present position, that is not filled. A transfer is a lateral change within a classification in a department. A promotion is an upward change in an open classification within each department which results in additional pay rate compensation.

Current practice will be used for filling vacancies except for the following situation: If a created temporary position is expected to last three (3) work days or more, but less than sixty (60) work days, it will be filled with the most senior bargaining unit member who wants the position and is qualified for the position. The resultant temporary vacancy will be filled with a substitute with no secondary movement.

B. All vacancies shall be posted in a conspicuous place in each building of the District for a period of five (5) working days. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements
8. Copy of Job Description

Interested employees may apply in writing to the Superintendent or designee, within the five (5) day posting period. The employer shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to each employee by U.S. Mail, provided the employee leaves with the Superintendent or designee self-addressed, stamped envelopes.

C. Vacancies shall be filled with the most senior applicant within the affected classification. Should no employee from the affected classification apply, the most senior applicant within the affected department will be eligible to fill the vacancy. Should no employee from the affected department apply, due consideration shall be given to the previous work record, length of time in the District and seniority of applicants from other departments. If there are two or more equally qualified applicants from within the bargaining unit, then seniority shall prevail. If there are no qualified applicants within the bargaining unit, the position may be filled with an outside applicant. Positions will only be filled by people who meet the minimum requirements at the time of the appointment to the position.

D. The employer shall notify the local union president within six (6) working days of the applicant selected to fill a vacant posted position.

- E. In the event of promotion within the bargaining unit the employee shall be given a thirty (30) work day trial in which to show his/her ability to perform on the new job. The employer shall give the promoted employee reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected employee, the employee shall either be returned to his/her previous assignment or displace the lowest seniority employee.
- F. Employees shall not be placed on a lower step on the salary schedule or wage scale due to involuntary transfers.
- G. Involuntary transfers of employees are to be minimized and avoided when possible. In all cases, involuntary transfers will be affected only for reasonable and just cause.
- H. Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate for those duties provided the temporary assignment is for two (2) working days or longer. An employee's pay rate shall not be reduced by any temporary change in duties.
- I. During the school year when an employee is absent for five (5) days or more, once normal movement within the classification in the building is completed to fill the temporary opening, employees from other classifications in the building shall be allowed to substitute in the position for the duration of the opening based on seniority in that building. If two (2) employees have the same seniority, the individual with the greater hourly rate shall be offered the position first. The employee shall assume the hourly rate of the new position. All other benefits shall remain as they were in the previous position of the individual. If the temporary opening becomes permanent, the job shall be posted and filled according to the terms of this Agreement. All movement of employees under this paragraph shall be limited to one (1) move per classification and no more than two (2) moves per occurrence.

ARTICLE VIII

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition.
- B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said lay off at least thirty (30) days prior to the effective date of the layoff. In the event of a strike or job action by other school employees, the Board shall be required to give twelve (12) month employees five (5) working days notice of layoff.

- C. In the event of a necessary reduction in work force, the employer shall lay off by classification first probationary employees, then the least senior employees. In no case shall a new employee be employed by the employer while there are laid off employees who are qualified for a vacant or newly created position.
- D. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by the least senior employee.
- E. 1. For the purposes of this Agreement, all employees shall be placed in one or more of the following departments.
1. Office Personnel
 2. Cafeteria Personnel
 3. Custodial and Maintenance Personnel
 4. Paraprofessional Personnel
2. In the event of a reduction in the work hours in a department, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the employee he/she seeks to replace. In no case shall a reduction on any employee's work hours take effect until the employer gives ten (10) work days written notice to the affected employee(s).
- F. A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their health, dental, and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the carrier.
- G. Employees shall be recalled in inverse order to their District seniority to any position for which they are qualified. Any employee who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification.
- H. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall 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 at least fifteen (15) calendar days from mailing of notice, excluding Saturdays and Sundays, to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the fifteen (15) day period or has an acceptable reason for not reporting. 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/her seniority rights.

- I. Employees on layoff shall retain their seniority for purposes of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and any further rights under this Agreement.

ARTICLE IX

WORKING CONDITIONS

- A. Any medical tests or examinations required by the Board as a condition of employment will be paid for by the Board.
- B. Facilities shall be provided for use by employees in which to store belongings.
- C. Employees required to dispense medicine or administer first aid shall be provided with liability insurance. If employees are required to administer medications, perform medical procedures or provide health-related services to a student which require specialized medical training the District shall:
 - a. provide appropriate training to affected employees,
 - b. provide the employee with written instructions as to the procedure,
 - c. name and telephone numbers of the physician and parents of the student.
- D. Parking will be made available for employees.
- E. Coveralls, smocks, and/or boots will be made available when tasks, as determined by the Board, necessitate such clothing.
- F. An employee shall be responsible to only one immediate supervisor, said supervisor to be designated by the employer at the beginning of the school year. Written notification will be provided to each employee if the designated supervisor is changed.
- G. The employee shall be free to use the rest areas, lounges, and restrooms provided for certified employees.
- H. Employees shall report any unsafe conditions or equipment to the administration as soon as the employee is aware of such. The employer shall investigate such complaint as soon as possible.
- I. Participation by an employee in School Improvement Program (SIP) committees shall be voluntary. The employee's participation on such committees shall not be a factor in the employee's evaluation. If any decision of the SIP committee recommends action that runs counter to this Agreement, these actions will be subject to the negotiation process.

ARTICLE X

HOURS OF WORK

- A. All employees covered by this Agreement shall have a normal work week of up to forty (40) hours per week, Monday through Friday. It is specifically understood that employees may be scheduled less than forty (40) hours per week.
- B. 1. Employees shall be entitled to one (1) fifteen minute break for every four (4) hours of continuous work.
2. Employees shall be entitled to a thirty (30) minute, duty-free, lunch period.
- C. It is specifically understood that employees shall be paid for hours worked.
1. Employees shall be paid overtime at the rate of time and one-half (1-1/2) for hours worked over eight (8) per day or forty (40) per week.
2. Employees shall be paid time and one-half (1 1/2) for hours worked on Saturdays and Sundays provided the employee has forty (40) paid hours in the previous week.
3. Employees shall be paid double time for hours worked on holidays as defined by this Agreement.
4. It is understood that employees shall be paid at a rate not less than their normal rate.
- D. The minimum call-in pay for emergency situations shall be three (3) hours for Sundays or holidays.
- E. The employer will make a reasonable attempt to distribute overtime hours among employees in a school building by classification. The employer may assign overtime work when there are no volunteers who are available to do such work.
- F. The normal work year for employees covered by this Agreement shall be defined as follows:
1. The high school secretary shall normally work fifteen (15) days before school begins and fifteen (15) days after school ends.
2. The junior high and elementary secretaries shall normally work ten (10) days before school begins and ten (10) days after school ends with no work during spring vacation and no work during Christmas vacation.

3. The paraprofessionals, clerks, cooks, lunchroom assistants, and the head cook shall normally work when students are in session except that the head cook and an assistant cook in each building shall normally work three (3) days prior to the students beginning school and three (3) days after the students end school.
4. Janitors and janitorial group leaders shall normally work on a yearly basis.
5. The maintenance and custodial engineers shall normally work on a yearly basis.

G. The normal work year may be extended by the employer.

ARTICLE XI

HOLIDAYS

A. The Board agrees to provide the following paid holidays for all employees:

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

Employees working summers shall have, in addition to the above, Independence Day.

B. If a holiday falls on a Saturday, the previous Friday shall be considered a holiday* unless school is in session that day which will result in a paid day off to be arranged with the immediate supervisor.

*or if the holiday should fall on a Sunday, the following Monday shall be considered a holiday.

C. To be eligible for a paid holiday an employee must work the last regularly scheduled work day before the holiday and the first regularly scheduled work day following the holiday, except in cases where the employee is on vacation, paid sick leave or on an approved paid leave of absence.

D. Holiday pay shall be computed on the basis of the employee's normal work day.

E. Any week day that is normally a scheduled work day, where school is not in session due to a modification to the negotiated calendar between the Board and the Millington Education Association, bargaining unit members shall work their regularly scheduled workday.

ARTICLE XII

VACATIONS

- A. For all forty-five (45) to fifty-two (52) week employees not in the Custodial and Maintenance Department, the following paid vacations shall be given:

After one (1) year - five (5) days

Each completed year afterward shall earn one (1) additional day up to a maximum of twenty (20) days.

- B. For employees in the Custodial and Maintenance Department, including the combined maintenance and food service position, the following paid vacation shall be given:

After: One (1) year	-	Five (5) days
Two (2) years	-	Ten (10) days
Ten (10) years	-	Fifteen (15) days
Fifteen (15) years	-	Twenty (20) days

- C. 1. During January of each year, employees who want specific vacation dates during the year may request vacation time. These requests will be acted on by the District Office and granted according to seniority. Employees will be notified by February 15 if vacation dates are granted.
2. After January, employees' requests for vacation comes on a first come, first served basis within a classification. No seniority is involved. Granting of vacation time will be strictly up to the employee's immediate supervisor but supervisor must have legitimate reason for refusing vacation time.
3. Employees have a right to cancel vacation requests put in during January, but then their request falls under section 2 above.
- D. An employee transferring from a classification within this bargaining unit which is outside of the custodial/maintenance department into the custodial/maintenance department shall begin to receive vacation under this Article one year after the date the employee begins working in the custodial/maintenance department. Vacation accumulation shall be based on the number of complete years of service to the Millington Community School District.

ARTICLE XIII

PAID LEAVES

A. General Conditions

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

B. Illness and Disability

1. Employees shall earn one sick day for each month worked cumulative to ninety (90) days. Employees who currently receive a greater number of days per year will not be credited with a lesser number of days provided the employee stays in the same classification.
2. An employee may be requested to submit a medical statement from their physician as proof of said illness or injury on the third consecutive day of absence.
3. The employee may use all or any portion of accumulated leave time to recover from his/her own illness or disability.
4. An employee may take a maximum of three (3) days for an illness in their immediate family if their presence is required.
5. An employee whose sick leave time has been depleted shall be granted additional leave time without pay. Seniority accumulation shall not be interrupted under this provision.
6. Each employee shall have the choice of adding any unused days to their accumulated sick leave (to a maximum of ninety days) or be paid for the days credited in that year at the end of the school year at a rate of \$25.00 per unused day. For employees working less than an eight hour day, the payout amount shall be pro-rated based on an eight (8) hour day. Payment shall be made on a separate check at the beginning of the month of July.

C. Funeral/Bereavement Leave

An employee may take a maximum of three (3) days for a death in the immediate family. Immediate family shall be interpreted to mean spouse, parents, brother, sister, children, mother-in-law, father-in-law, grandparents or grandchildren, all in-laws, step children and step parents. Funeral/Bereavement leave shall not be deducted from sick leave.

D. Personal Business Leave

During each school year, employees may take two (2) personal business days. The first day shall not be deducted from sick leave accumulation, but the second one, if used, shall be deducted. An employee planning to use a personal business day shall

request such of the immediate supervisor two (2) days in advance, except in cases of emergency.

- E. **Jury Duty**
An employee called to serve on jury duty during working hours shall receive their regular pay less any payments from the courts.
- F. Upon leaving the employment of the school system an employee will be paid \$25.00 per day for each unused sick leave day to a maximum of sixty (60) days. Employees making less than \$25.00 will receive their daily rate.

ARTICLE XIV

UNPAID LEAVES

- A. Employees, upon written request, may be granted unpaid leaves of absence for the following purposes: military, professional, personal or study.
- B.
 - 1. Employees, upon written request and documentation of need, shall be granted unpaid leaves for childbearing, child care, and physical or mental disabilities.
 - 2. The Board reserves the right (to require at its expense and by the Board doctor's examination) to determine if an unpaid leave of absence is warranted, if the employee is able to return to work, and if the employee must take an unpaid leave of absence.
- C. Employees making such request shall set forth the following minimal information:
 - 1. Name, date, applicant's signature
 - 2. Nature of the request
 - 3. Reason(s) for request and any additional information that could bear on the merits of the requested leave.
 - 4. Date applicant desires to commence and terminate the unpaid leave of absence.
- D. Leaves of absence without pay, advancement on the salary schedule or benefits for a period not to exceed twelve (12) weeks, unless expressly extended by the Board, shall be granted upon written request from an employee.
- E. Employees returning from unpaid leave will be placed in his/her former position.

ARTICLE XV

ACT OF GOD DAYS

- A. Employees who are regularly scheduled to work forty (40) or more hours per week shall report to work even though schools are closed due to an Act of God. If an employee is unable to report to work he/she may elect to take a sick day. If an employee does report, he/she will be required to work only seventy-five (75) percent of their regular shifts for regular shift pay. Those employees who regularly work between thirty (30) hours and forty (40) hours per week may use a sick day to receive full pay for that day.
- B. Employees who are regularly scheduled to work less than forty (40) hours per week need not report to work on a day when schools are closed. However, if an employee is requested to report then he/she will receive time and one-half (1 1/2) for all hours worked. All employees may use a sick day to receive full pay for that day.
- C. On days when school is delayed the following options are available to MEA/ESP employees:
 - 1. Come to work at their regular time and be paid.
 - 2. Take sick time for delayed time not worked.
 - 3. Take unpaid time for delayed time not worked.
- D. When school is delayed for any other reason employees shall report at their regular times.

ARTICLE XVI

EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict any employee rights he/she may have under the Michigan General School Laws or other applicable statutes. The employer agrees it will not discriminate against employees on the basis of race, age, sex, or marital status.
- B. No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee, and the union, if requested by the employee, in writing.
- C. An employee shall be entitled to have present a representative of the Union during any meeting which leads to disciplinary action. However, unavailability of a union representative shall not be the basis for delay of discipline. If the union representative is absent, the employee may request a fellow employee to be present.

- D. 1. An employee will have the right to review the contents of all personal records excluding initial references. A representative of the Union may be present at such review. The records must be reviewed in the presence of an administrator.
- 2. Employees will be informed when materials of an adverse nature will be placed in their file. Complaints against the employee shall be signed. If an employee is requested to sign material placed in the file, such signature shall mean awareness but not necessarily agreement.
- E. Any case of assault upon an employee during working hours shall be promptly reported to the Board or its designated representative. The Board will, upon request, provide the employee with counsel to advise the individual of his/her rights and obligations with respect to such assault and render reasonable assistance in connection with the handling of the incident by law enforcement and judicial authorities.

ARTICLE XVII

EVALUATION

- A. All monitoring or observations of employees shall be conducted openly. The evaluation of each employee is the responsibility of the immediate supervisor. Each written review of the employee's job performance shall be based on at least thirty (30) minutes of direct observation where applicable.
- B. The performance of all employees shall be evaluated in writing, as follows:
 - 1. Probationary employees shall be evaluated at least twice during the probationary period. An evaluation conference shall be held within five (5) work days thereafter to review the job performance of the probationary employee.
 - 2. Seniority employees shall be evaluated in writing at least once every two (2) years. An evaluation conference shall be held within ten (10) work days thereafter to review the job performance of the employee.
- C. Two (2) copies of the written evaluation shall be submitted to the employee, one to be signed and returned to the supervisor and the other to be retained by the employee. In the event the employee feels that the evaluation is in error, the employee may submit his/her objections in writing to be placed in the personnel file along with the evaluation.

D. In the case of an unsatisfactory evaluation, a written review form contained in Appendix C of this Agreement shall be used. Said written review shall indicate clearly:

1. What the problems are
2. Program for improvement
3. Length of time for said improvement
4. Consequence for non-improvement

ARTICLE XVIII

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee 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; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relations of the parties hereunder.

ARTICLE XIX

WAIVER

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 understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Union 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 in 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 that they negotiated or signed this Agreement.

ARTICLE XX

NO STRIKE CLAUSE

The Union and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without

interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

ARTICLE XXI

PRINTING OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board and shall be presented to all employees now employed, or hereafter employed by the Board. The Union shall be provided with ten (10) copies, at no charge to it, for its use.

ARTICLE XXII

ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Union. This Agreement is subject to amendment, alteration, or additions, only by a subsequent written agreement between and executed by the District and the Union. 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

SUMMER EMPLOYMENT

Employees who are not scheduled to work during the summer months, or beyond their normal work schedule during the school year, but have signed up to substitute shall be considered the same as a substitute outside of this bargaining unit. A bargaining unit member shall be called prior to any non- bargaining unit member being contacted. If a bargaining unit member refuses work on two (2) occasions their name shall be removed from the list for the remainder of the summer months. If bargaining unit members are unavailable or unable to perform the work, non-bargaining unit personnel may be utilized to perform the work. They will receive current sub pay and any hours worked during the time when they are working will not add to or qualify them for any additional benefits under this contract.

ARTICLE XXIV

DURATION

All articles of this Agreement shall be effective upon ratification by both parties, and shall extend through July 31, 1998. Either party may terminate this Agreement as of July 31, 1998, by giving written notice to the other party on or before April 1, 1998. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one (1) year, unless and until written notice of termination is given on or before April 1 of any subsequent contract anniversary date.

BOARD OF EDUCATION

**MICHIGAN EDUCATION ASSOCIATION
MILLINGTON ESP**

Robert T. Balin
President

Linda A. Case
President

Greg May, Jr.
Secretary

Carol A. Kammer
Secretary

Date April 8, 1996

Date April 22, 1996

APPENDIX A - WAGE SCALE

**WAGE SCALE
1995-96
2.25% Increase**

CLASSIFICATION	STEP 1	STEP 2	STEP 3
High School Secretary	\$10.10	\$10.45	\$10.89
Jr. High and Elem. Secretary	9.58	10.07	10.31
General Secretary	9.20	9.53	9.90
Clerks	8.77	9.12	9.42
Paraprofessionals	8.26	8.57	8.85
Maintenance	11.85	12.33	12.83
Grounds Facilities-Maintenance	11.85	12.33	12.83
Janitorial Group Leader	9.02	9.33	9.65
Janitor	8.35	8.64	8.97
Head Cooks	8.78	9.12	9.36
Assistant Cooks	8.01	8.27	8.55
Lunchroom Assistants	7.65	7.90	8.16
Driver	8.28	8.58	8.90

WAGE SCALE
1996-97
2.00% Increase

CLASSIFICATION	STEP 1	STEP 2	STEP 3
High School Secretary	\$10.30	\$10.66	\$11.11
Jr. High and Elem. Secretary	9.77	10.27	10.52
General Secretary	9.38	9.72	10.10
Clerks	8.95	9.30	9.61
Paraprofessionals	8.43	8.74	9.03
Maintenance	12.09	12.58	13.09
Grounds Facilities-Maintenance	12.09	12.58	13.09
Janitorial Group Leader	9.20	9.52	9.84
Janitor	8.52	8.81	9.15
Head Cooks	8.96	9.30	9.55
Assistant Cooks	8.17	8.44	8.72
Lunchroom Assistants	7.80	8.06	8.32
Driver	8.45	8.75	9.08

WAGE SCALE
1997-1998
2.00% Increase

CLASSIFICATION	STEP 1	STEP 2	STEP 3
High School Secretary	\$10.51	\$10.87	\$11.33
Jr. High and Elem. Secretary	9.97	10.48	10.73
General Secretary	9.57	9.91	10.30
Clerks	9.13	9.49	9.80
Paraprofessionals	8.60	8.91	9.21
Maintenance	12.33	12.83	13.35
Grounds Facilities-Maintenance	12.33	12.83	13.35
Janitorial Group Leader	9.38	9.71	10.04
Janitor	8.69	8.99	9.33
Head Cooks	9.14	9.49	9.74
Assistant Cooks	8.33	8.61	8.89
Lunchroom Assistants	7.96	8.22	8.49
Driver	8.62	8.93	9.26

LONGEVITY PAY:

Employees working thirty (30) hours or more who have been actively employed by the Board for seven (7) or more years shall receive an annual longevity payment according to the following schedule:

	<u>1995-96</u>	<u>Effective August 1, 1996</u>
7-15 years	\$250.00	\$300.00
15 or more years	\$500.00	\$600.00

The payments shall be paid in one lump sum in December during the year indicated. The employee must have reached their seniority date prior to December to be paid in that year.

Employees working less than thirty (30) hours per week who have been actively employed by the Board for seven (7) or more years shall receive a longevity payment pro-rated on thirty (30) hours being considered full-time.

Employees who work less than a full work year, based on their regular schedule, shall have their longevity pro-rated based on the fraction of the year they work. Time covered by sick leave, funeral leave, personal leave, worker's compensation and short term disability shall be treated as time worked.

Those employees employed by the Board for fifteen (15) or more years shall receive their longevity regardless of the fraction of the year worked.

APPENDIX B

INSURANCE

- A. The Board will provide health premiums for all bargaining unit employees who are regularly scheduled to work thirty (30) hours or more per week.
- B. Health insurance coverage shall be comparable to MESSA Super Med I with MESSA care rider. It remains within the reserve right of the Board to select the insurance carrier.
- C. Employees working thirty (30) hours or more per week who do not apply for health insurance shall be entitled to \$20.00 per month for MESSA variable options. Employees working less than thirty (30) hours per week shall be entitled to \$15.00 per month for MESSA variable options.
- D. The Board will provide dental insurance from an employer-named carrier at the following benefit levels:
- | | |
|-----------------------------|-------------------|
| 30 hours or more per week | 50-50-50 |
| Less than 30 hours per week | 50-50 (self only) |
- E. Effective with the 1990-91 school year, the Board will provide up to \$50.00 per year per family for the reimbursement of vision care bills. Reimbursement will be made after bills are presented to the payroll office.
- F. The Board agrees to pay the premium for a 66 2/3%, ninety (90) calendar day waiting period Long Term Disability plan for all employees. Such coverage shall provide for a \$2500.00 maximum monthly benefit. Said plan shall be comparable to MESSA LTD Plan I as in effect March 18, 1987.
- G. The Board agrees to pay the premium for a \$5000.00 group term life insurance program, with AD&D, for all bargaining unit members.
- H. All benefits contained in Appendix B shall be subject to carrier approval and regulations.

APPENDIX C
EVALUATION FORM

Employee _____ Date _____

Assignment _____ Time _____

1. State specifically the problem areas. (Include a specific description of unacceptable behavior.)

2. Specific program for improvement.

3. Length of time for said improvement.

4. Consequence stated clearly for non-improvement.

Employer

Evaluator

Signature indicated receipt of this completed form and is not necessarily agreement with its comments.

Signature

Date

APPENDIX D

GRIEVANCE REPORT FORM

Grievance # _____ Millington Community School District

- Distribution of Form
1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

Submit to Supervisor/Principal in Duplicate

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

LEVEL I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature Date

C. Disposition of Supervisor/Principal: _____

Signature Date

D. Disposition of Grievant and/or Union/Association: _____

Signature Date

GRIEVANCE REPORT FORM
Page 2

LEVEL II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union/Association: _____

Signature

Date

LEVEL III

A. Date of filing with the Board: _____

B. Disposition of the Board: _____

Signature of Board Secretary

Date

GRIEVANCE REPORT FORM

Page 3

C. Position of Grievant and/or Union/Association: _____

Association (officer) Date

LEVEL IV

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Signature of Arbitrator Date

NOTE: All provisions of Article ____ of the Agreement dated _____,
19 __, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

APPENDIX E

JOB DESCRIPTION COMMITTEE

A joint job description committee composed of three (3) members from the Board and three (3) members from the Union is established. This committee will review and develop new and existing job descriptions. Changes in job descriptions will not be implemented without prior consultation with at least two (2) members representing the Union.

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