

3624

**MASTER AGREEMENT**

**NORTHWEST BOARD OF  
EDUCATION**

6/30/97

**and**

**JACKSON COUNTY  
EDUCATION ASSOCIATION**

**and its affiliate**

**NORTHWEST EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION**

*Northwest School District*

**July 1, 1994 — June 30, 1997**

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## **AGREEMENT**

This Agreement entered into on this 14th day of December, 1994 between the Northwest School District (hereinafter referred to as the "Employer") and the Jackson County Education Association (hereinafter referred to as the "Association").

(Note: The headings used in this Agreement and appendices neither add to nor subtract from the meaning but are for reference only.)

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Association.

The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in establishing a proper service to the community.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **ARTICLE I RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the Employer included in the bargaining unit described below.



The bargaining unit shall consist of the following departments:

Cafeteria Department

Library Aides Department

Custodial Department

Library Technicians Department

Maintenance Department

Bus Drivers Department

Mechanics Department

Delivery and Grounds Department

Student Supervisory Aides

Paraprofessional Aides Department

Child Caregiver Aides

Utility Workers Department

- B. The term "*Employee*" when used herein shall refer to employees included in the unit for bargaining as set forth in this Agreement and references to male employees shall include female employees. The term "*Board*" or "*Employer*" when used herein shall refer to the Board of Education. The Superintendent, and other central office administrators, principals, and assistant principals, and all other supervisory personnel are considered agents of the Board within the meaning of Act 379.

## ARTICLE II NEGOTIATION PROCEDURES

- A. This agreement may be extended by mutual written consent of both parties.
- B. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least ninety (90) days prior to the expiration date of this Agreement.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered, only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- D. If at the request of the Board an employee is engaged during the school day in negotiating in behalf of the Association with any representative of

the Board, he shall be released from regular duties without loss of salary and without deduction from sick leave.

### ARTICLE III GRIEVANCE PROCEDURE

A. Grievance Defined:

A grievance is a written claim by an employee(s) or the Association that there has been an alleged violation of any provision of this Agreement.

B. Procedure:

1. Informal Conference. The grievant(s) shall discuss the complaint with the immediate supervisor within ten (10) work days of the alleged occurrence with the intent of resolving same. If the complaint involves an individual employee(s), an Association representative may be present if requested by either party.
2. Written Grievance. If the problem is not resolved in the informal conference, it shall be reduced to writing and presented to the immediate supervisor within ten (10) workdays of the incident giving rise to the grievance.

All written grievances shall include:

- (a) Who is affected;
- (b) What happened;
- (c) When it happened;
- (d) Where it happened;
- (e) What section(s) of the contract have allegedly been violated;
- (f) What adjustment is requested;
- (g) The signature of the grievant and/or appropriate Association official.

### Step 1

The written grievance may be presented to and discussed with the immediate supervisor by the employee and/or no more than two (2) Association representatives. Within ten (10) workdays after receiving the written grievance, the supervisor shall communicate his/her decision in writing, together with the supporting reasons, to the Association. The grievance disposition will be delivered on same day that it is issued.

### Step 2

If the Step 1 decision is not satisfactory, the Association may appeal the grievance to the Superintendent or his designee. Such appeal shall be made within five (5) workdays from receipt of the supervisor's decision. The appeal shall include a copy of the written grievance accompanied by copies of previous decisions. Within ten (10) workdays after delivery of the appeal, the Superintendent or his designee shall investigate the grievance and shall communicate a decision in writing to the Association. As part of the investigation the Superintendent or his designee may give an opportunity for the grievant and the Association representative to be heard. The grievance disposition will be delivered on same day that it is issued.

### Step 3

If the grievance remains unresolved at the conclusion of Step 2, it may be submitted to binding arbitration at the request of the Association, provided written notice of the request is delivered to the Superintendent within twenty (20) workdays after the receipt of the Step 2 written decision.

- (a) Following the written notice of request to arbitrate, the Association and a designee of the Board shall select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within fifteen (15) workdays after the date of the request for submission, the Association shall within thirty (30) workdays thereafter formally file a demand for arbitration with the American Arbitration Association and the arbitrator shall then be selected according to the rules of the American Arbitration Association.

- (b) The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.
- (c) The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Board where the Board is given discretion by the terms of this Agreement. No evidence shall be introduced in any arbitration hearing which has not been previously presented to the other party. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary employees shall not be subject to arbitration.
- (d) The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

C. General:

- 1. "Workdays" as used in this grievance procedure shall be all days, Monday through Friday, whether school is in session for students or not, but shall exclude Saturdays, Sundays, holidays observed by the employer or when the central office is not open.
- 2. Time limits may be extended in any specific instance by mutual agreement in writing.
- 3. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specific time limit shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.
- 4. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance and therefore the Board's last answer shall constitute the final disposition of said grievance.

5. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given the opportunity to be present at such adjustment as provided by law.
6. When an individual employee signifies he does not want his Association representative to intercede for him at any stage of the grievance procedure, he shall sign a waiver to that effect.
7. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
8. Either party may involve their representative at any and all stages of the grievance proceedings.
9. When it is determined through the Grievance Procedure that the employer violated the terms of this contract, causing the loss of wages for an employee, the employer will reimburse the employee for the earnings he lost.
10. A Grievance Diagram is attached as Appendix C.

#### **ARTICLE IV**

### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. It is expressly agreed that all rights and prerogatives, which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board without prior negotiations with the Association 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. Such rights shall include, by the way of illustration and not by way of limitation, the right to:
1. Continue its rights, policies and practices of assignments and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provision of this Agreement.



2. The right to establish, modify or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
  3. The right to direct the working forces, including the right to hire, promote, transfer, discipline and/or reassign employees, assign work or duties to employees, determine the size of the work force and to layoff employees, but not in conflict with the specific provision of this Agreement.
  4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work, including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
  5. Adopt reasonable rules and regulations.
  6. Determine the qualifications of employees, including requirement for physical examination.
  7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, building or other facilities.
  8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
- B. Policy-making functions rest exclusively with the Board.

## **ARTICLE V**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

A. Association Representatives:



Association Representatives, during their working hours, shall suffer no loss of time or pay while investigating or processing a grievance to be presented to the employer if the following procedure is followed:

1. On receipt of a grievance the Association Representative may find it necessary to process the grievance immediately. He/she shall therefore notify his/her immediate supervisor and request released time.
2. If a substitute is needed the employer will obtain one as soon as possible. However, the Association Representative will not leave his assigned task until the substitute has arrived or until the determination has been that one is not necessary.
3. On arrival at the location of the alleged aggrieved employee's place of employment, the Association Representative shall report his presence to the person in charge or his/her authorized representative. Having completed his/her mission, he/she shall return to his/her assigned task and notify his/her immediate supervisor of his/her return.
4. A total of not to exceed 20 (twenty) hours per year of released time for each Association Representative shall be granted.
5. The Association shall keep the employer advised, in writing, of the names of all officers, Association Representatives and alternate Association Representatives at all times.

B. Special Conferences:

1. Special conferences for important matters will be arranged between the Unit Chairperson and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two representatives of the Association and two representatives of the employer.
2. Arrangements for such special conferences shall be made in advance. Conferences shall be held between the hours of 9:00 A.M. and 3:30 P.M. The members of the Association shall not lose pay for time spent in such special conferences. This meeting may be attended by a representative of the local Association and a member of the JCEA Affiliates Association.
3. The Association representative may meet at a place designated by the Employee on the Employer's property. If the JCEA Association

representatives are to appear, up to 1/2 (one-half) hour may be allowed for them to confer preceding the conference. If outside representatives are to be present, either party shall notify the other of their intent to call in same at the time arrangements are made for the meeting.

- C. The employer will provide bulletin board space in each building which may be used by the Association for posting official Association notices.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations.
- E. The Association and its members will have the right to use school building facilities for meetings in accordance with school policy.
- F. It is the responsibility of the Association to assist individual members in honoring Board policies and Administrative regulations.
- G. The Board will furnish to the local chairperson the agenda and minutes of all public school board meetings.
- H. Members of the Association elected to attend a function of the State Association such as conventions or educational conferences shall be allowed time off without pay to attend such conferences and/or conventions. No more than five (5) members shall be allowed to attend such conventions or conferences at any one time. No more than two (2) members from one classification will be allowed to attend such conventions or conferences at any one time.

All of the above provisions are void unless the proper form is executed and filed with the supervisor at least forty-eight (48) hours prior to the date of the absence except in cases of emergency when forms shall be filed later.

During the work year the Association President, or his/her designee, will be given ten (10) work days for association business. Said days shall be scheduled and used at the discretion of the Association President. Additional time may be granted by the Superintendent of Schools - should the seriousness of the situation warrant.

All of the above provisions are void if any of the above days are used by officers or members to participate in strike related activities in other school districts.

- I. At any time during the school year while school is in session the Association may use the district mail service for official communications to members. The Association shall assume responsibility for contents of communications.
- J. The Association may have the opportunity to discuss, upon request, any new or modified fiscal, budgetary, educational policy, tax or construction programs prior to their adoption or publication.

## **ARTICLE VI**

### **EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- A. Nothing contained in this Agreement shall be construed to deny or restrict to any employee rights he may have under the Michigan General School laws or other applicable laws and regulations.
- B. Employee's personal lives are not within the appropriate concern of the Board of Education as long as it does not adversely affect the performance of their duties.
- C. Loyalty to the school district by all employees is necessary for the good and welfare of the students, schools, and community. The Association recognizing this fact agrees to use its influence to encourage all employees to perform loyal and efficient work and service, to improve the district's standards and to cooperate with the school board in promoting the welfare of the district and improving its service.
- D. Any case of assault upon an employee in performance of his duties shall be promptly reported to the Employer or its designated representative. The Employer will provide legal counsel to advise the employee of his rights and obligations with respect to such assault, and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- E. Before disciplinary action is taken upon a complaint, an investigation will be conducted and the complaint will be brought to the employee's attention.
- F. The Board will reimburse an employee for any loss, damage, or destruction of clothing or personal property, excluding cash and automobiles which have not been properly secured, of an employee while

on duty in the school or on school premises, when such loss or damage is not a result of the employee's negligence.

G. Reimbursement shall be limited to the differences in cost between actual replacement costs and the amount actually and legally recovered from the persons involved and shall be made only upon the occurrence of one of the following events:

1. Assault on the employee.
2. Thefts from the employee.
3. Malicious destruction of the property of the employee.

In no event will said reimbursement exceed the amount of five hundred dollars (\$500.00) cumulative to any employee in one (1) year.

None of the provisions of this Article are intended to duplicate either payments by or coverage by other insurance carriers.

H. The employer will support and assist employees with respect to maintenance of control and discipline of students in the employees assigned work area. The employer or its designated representative will take reasonable steps to relieve the employee of responsibilities in respect to students who are continually disruptive, repeatedly violate rules and regulations.

However, it is clearly understood that employees having direct supervision of students will maintain proper control and discipline of students under their jurisdiction. Failure to maintain proper control of students could result in discipline and discharge of the involved employee.

In the event inappropriate behavior or disturbances occur which may result in injury to another person or damage to property, employees are expected to take only such action that any reasonable and prudent adult would take.

I. Except as otherwise specified the employer shall provide the tools and equipment necessary to do assigned work.

J. The employee(s) will inform the Board of any job hazard as soon as the employee first becomes aware of any unsafe areas, conditions, or defective equipment. The employee will exercise reasonable safety precautions in the pursuit of the employee's duties and correct hazardous and unsafe conditions occurring within the realm of the employee's responsibility and capability. The Board, upon notification of an alleged

unsafe condition, shall investigate such condition and shall make reasonable adjustments in such condition if, as the result of the Board's investigation, the alleged unsafe condition is found to be a hazard to the employee(s).

K. The employer agrees to provide the local president with sufficient copies of this Agreement for all employees and, in addition sufficient copies for any new employees who may be hired.

L. Employees who work on the second shift shall be allowed one hour off without loss of pay to attend meetings of the Association. This shall not occur more than once a month and at least one custodian shall remain on duty in each building.

M. Site-Based Decision Making/School Improvement - The parties agree employee participation in decision making is effective in providing positive results for education. The topics of Site-Based Decision Making and School Improvement are of interest to both the Northwest School District and the Jackson County Education Association.

Participation, outside the normal workday, and the exceptions to the normal workday as provided in this Agreement, on any Site Based Decision Making Committee established as a result of Section 1202.a of the School Code or School Improvement Committee established as a result of P.A. 25 (1990) shall be voluntary. Site-Based Decision Making Committee or School Improvement Committee decisions that require a deviation from the collective bargaining agreement will be permitted only after a properly executed Letter of Agreement between the JCEA and the Board.

N. Least Restrictive/Medically Fragile - The Board shall, upon request, bargain with the Association about problems that may arise regarding the implementation of the Least Restrictive Environment concept or education of Medically Fragile students.

O. Paraprofessionals, bus drivers and food service may be provided training on current topics on parent teacher conference day or other staff development days. Paraprofessionals and food service employees will be paid for this training at their regular rate per hour and bus drivers at their regular rate for special runs. The Association may suggest topics for training.

P. School Code Mandates—If a problem arises during the term of this Agreement because of new school code mandates, the parties shall upon request of either party, bargain in good faith in an attempt to resolve the problem.



## ARTICLE VII AGENCY SHOP

- A. Employees covered by this Agreement who are members of the Association upon ratification of this Agreement, or join thereafter will continue to maintain their membership in the Association during the term of the Agreement.
- B. Employees who do not wish to be members of the Association shall sign and deliver to the Board written authorization for the deduction of a service fee to the Association, pursuant to the Association's "Policy Regarding Objection to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that Policy. The Service Fee shall not exceed the amount of Association Dues collected from association members.
- C. The Board shall deduct dues, or service charges, from any employee from whom they have written authorization. The Association shall submit to the Board by July, of each year, or within thirty (30) calendar days of the effective date of this Agreement, a notarized list of active members of the Association.
- D. The authorized deduction of dues, and service charges, shall be made from the regular bi-weekly paycheck each pay period beginning in October and ending in May. Regular bi-weekly deductions shall be made. The Board agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom deductions have been made within thirty (30) calendar days. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Board.
- E. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the



Association, or its designee, no later than thirty (30) days following deduction.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

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 there, 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.

- F. The Association agrees to represent equally all members of the bargaining unit without regard to membership or participation in, the activities of the Association, and to continue to admit members of the bargaining unit to membership without qualification other than payment of dues and employment with the Northwest School District.
- G. The Association shall indemnify and save the employer harmless against any claims, demands, suits, and other forms of liability that may arise by reason of the Board complying with the provisions of this Agreement, or if any riders, thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained. The Association shall hold the Board harmless against any claims, demands, suits and other forms of liability resulting from such action.

## ARTICLE VIII EVALUATION

- A. Employees should be formally evaluated at least every other year. If evaluation is not performed the employee's performance shall be considered acceptable.
- B. Evaluation records shall be kept on forms provided by the personnel office to the appropriate supervisor.
- C. Each employee shall receive a copy of his/her evaluation.
- D. An employee shall have the right to review the contents of his file and to have a representative of the Association accompany him in such a review.
- E. No material originating in the school district after original employment will be placed in his personnel file unless the employee has been furnished a copy of such material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. The signature of an employee on any materials placed in his file not originating from the employee shall not signify agreement but only the fact that he is aware of such material. If the employee believes that material placed in his/her file is false or in error, such material will be removed or corrected upon evidence of its invalidity or error.

Any material originated by the school district and contained in the employee's personnel file which is more than four (4) years old, and to which there is no more recent reference in the file, shall upon the request of said employee, be removed.

Any material removed from an employee's personnel file shall be destroyed or retained in a separate file as determined by the Board. Any material retained in a separate file shall not be disclosed to any third party except to prevent legal action against the district or in legal proceedings brought against the district.
- F. Child Care/Giver Aides will be evaluated by the Director of the Child Care Center. The transportation building and grounds director with input from the building principal shall evaluate custodians. Should there be a dispute over the contents of the evaluation the director of trans-

portation buildings and grounds shall conduct an on-site re-evaluation of the disputed areas in question.

## **ARTICLE IX**

### **DISCIPLINE, DEMOTION, DISCHARGE**

- A. No employee after completion of the probationary period shall be discharged, disciplined, reprimanded, or reduced in rank or compensation without just cause.
- B. The Employer, in recognition of the concept of progressive correction shall notify the employee in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction.
- C. Employees may be demoted or downgraded to lower rated positions for any of the following reasons:
  - 1. At the employee's request.
  - 2. Less than satisfactory performance in present position as supported by written documentation.
  - 3. Continuation in present position may injure the employee's health as supported by written documentation.
  - 4. For just and reasonable cause.
- D. The Association shall be notified, in writing, of any disciplinary, demotion or discharge action within three (3) workdays of the date of such action.
- E. An Employee shall be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When such a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. In any case, no employee shall be publicly reprimanded.
- F. The discharge or disciplined employee will be allowed to discuss his discharge or discipline with the Association Representative of the district and the Employer will make available an area where he may do so before

he is required to leave the property of the Employer. Upon request, the Employer or its designated representative, will discuss the discharge or discipline with the employee and the Association representative.

## **ARTICLE X PROBATIONARY PERIOD**

- A. New employees hired into the bargaining unit shall undergo a probationary period of sixty (60) days of work. Upon completion of his/her probationary period, the employee shall obtain seniority status and his/her name shall be entered upon the seniority list as of sixty (60) days of work prior to the date of permanent employment.
- B. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period except, that the termination of such probationary employee shall not be subject to the grievance procedure.
- C. All insurance benefits provided in this Agreement shall be provided to a probationary employee upon the successful completion of their probationary period. This section does not apply to Child Care/Giver Aides and Paraprofessional Aides, except as specified in Article XXI, but does for Special Education Aides.
- D. Leave day credit and vacation time credit shall accrue during the probationary period, however, may not be used during such period. If a paid holiday falls within a probationary period, the employee shall be paid for such holiday as per the Master Agreement. Vacation time credit applies to Child Care/Giver Aides as specified in Article XVIII, but does not apply to Paraprofessional Aides.
- E. If a probationary employee is absent for an extended period of ten (10) consecutive work days or more due to a verified emergency such as: accident, surgery or hospitalization, the probationary period may be extended by the duration of such emergency.

## ARTICLE XI SENIORITY

A. A master system seniority list and departmental seniority list shall be compiled and posted each year on appropriate bulletin boards and copies given to the president of the Association for each member of the bargaining unit by October 15 and May 15 of each school year. New employees shall be added to these lists. System seniority shall commence on the date the employee commences regular employment. Department seniority shall commence on the date on which an employee is assigned regularly to a department. For the purposes of both system and departmental seniority, the following shall apply:

1. In the event two (2) or more employees are assigned to a department or begin work on the same day, the date and time of the job application from which they were hired shall determine the position on the list.
2. An employee on an authorized leave of absence for more than twelve (12) months for reasons other than medical or union business will not accrue seniority while on an approved leave.
3. Seniority shall be measured from the last date of hire. That date shall become the seniority date and number for each employee.
4. Employees who change departments shall hold inactive seniority in the department in which previously employed. Inactive seniority shall only be used for the purpose of layoff and recall.

Employees assigned on a temporary basis to another classification shall continue to accrue seniority in their original classification.

If the employee is currently employed in the temporary position he/she may use days exceeding one (1) year in the position to bid on posted positions within the temporarily assigned department. The one (1) year of temporary service must be continuous.

If successfully placed permanently in the department, a seniority date will be given effective the date after one (1) year of temporary service.



5. A new employee may be granted up to two (2) years experience credit (except for new maintenance and mechanic department employees who may be granted up to five (5) years of experience credit) only for purposes of placement on the wage schedule for prior comparable work experience.
- B. All alleged discrepancies in the seniority lists must be communicated in writing to the personnel office by 3:00 p.m., the third (3rd) Friday of November and June. If no discrepancies are noted within appropriate time this list shall become final. This date may be waived by joint agreement between the Association and the Board in the event of extenuating circumstances.
- C. Seniority shall terminate if:
1. The employee resigns, or is retired.
  2. The employee is discharged and the discharge is not reversed.
  3. The employee fails to return to work following recall as hereinafter provided.
  4. The employee who is scheduled to work and is absent from work for five (5) consecutive workdays without proper notification shall be subject to disciplinary action and possible loss of seniority.
  5. If the employee overstay a leave of absence granted for any reason, as hereinafter provided, unless an extension has been granted before lapse of absence.
  6. Involuntary layoff for twenty four (24) months or the number of months of prior work service in the district, whichever is shorter.
- D. Notwithstanding their position on the seniority list, the unit president, vice president, and secretary shall, during the term of their office, in the event of layoff only, be continued at work at all times provided there is work in their classification or in a classification in which they previously worked.



## ARTICLE XII

### REDUCTION OF STAFF

- A. The word "*layoff*" shall mean a reduction in the employer's work force.
- B. In the event of layoff and for purposes of layoff and recall only, employees may count total years of unit seniority in the district to bump into the department in which their personal department seniority is the greatest.
- C. Written notice of layoff shall be made to the affected employees at least fifteen (15) workdays prior to the layoff. School year employees not being recalled from summer recess at the time school would normally begin shall also be given written notice at least fifteen (15) workdays prior to the normal start of school.
- D. Recall Procedure:
1. Employees will be recalled in the inverse order of that specified in Section B. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to the employer within ten (10) calendar days from the date of mailing of notice of recall, he shall be considered as quit unless during said ten (10) calendar days period he is granted a leave of absence without pay by the employer for a definite period of time, or an emergency situation beyond the control of the employee prevented him from returning as scheduled.
  2. In the event of layoff, employees on leave shall be notified by the Board so they may exercise seniority.
  3. When a position is eliminated and is later reinstated, the employee transferred out of that position shall be offered the job before it is posted.
- E. Where a reduction in hours is anticipated, a meeting will be held with the Administration and the Association. Factors to be explained will include: cause of the reduction, personnel involved, and other issues relating to the new work schedule.

- F. Where there is a reduction in the hours worked in a department, an employee may claim seniority over any other employee for the purpose of maintaining one's normal work schedule, provided he/she has more department seniority than the employee he/she seeks to replace. No reduction in hours shall take effect until the Department Supervisor gives three (3) workdays written notice to the employee involved.
- G. Prior to any reduction in hours, an employee may request a conference with the Supervisor for the purpose of resolving all issues relating to the new work schedule. An Association representative may be present at this meeting.
1. Both parties recognize that the participation of children in the Center's programs may vary from day to day. Some Child Care/Giver Aides may have work available to them as determined by the enrollment at the Center on that given day. When it is necessary to reduce the working hours of the Child Care/Giver Aides, the employee with the least amount of seniority will have their hours reduced first.
  2. Child Care/Giver Aides who report to work and are then sent away for lack of enrollment will be paid for a minimum of one (1) hour work at their regular hourly rate for that day.
  3. In the event it becomes necessary to reassign staff in the Child Care Center because of fluctuating enrollment, Child Care/Giver Aides may be assigned to other than their regular room assignments for the given day. For purposes of clarification, such assignments are not transfers, but instead are made so that senior employees remain in the work-place.

### **ARTICLE XIII**

### **VACANCIES, PROMOTIONS, TRANSFERS**

- A. Vacancies: A vacancy shall be defined as any position, either newly created or a present position that is not filled, excluding temporary vacancies. Any Position filled on a temporary basis for one (1) year shall become a vacancy and be posted as per this Article. Child Care/Giver Aides postings will not list individual room assignments. Individual Child Care/Giver Aides preferences for room assignment will be taken into consideration but the director of the program will be responsible for

making final room assignments for Child Care/Giver Aides. Work in the Room Supervisor category will also be posted.

1. Within three (3) workdays after a job becomes vacant, the Board may eliminate such vacancy, or subject to the terms of this Agreement, change its duties and hours of work. All eligible vacancies must be posted within three (3) workdays after the job becomes vacant. However, once a posting is made, it is to be considered factual and can only be changed by mutual consent. The Board must make known its decision on filling all posted jobs within ten (10) workdays after the expiration of the posting period.
2. Due to fluctuations of enrollment in the Child Care program, twenty (20) workdays may lapse before the Board must make a determination whether to declare a job vacant, to change its duties and hours, or to add a new assignment. The position in question will be filled on a temporary basis until a determination is made within the twenty (20) workdays.
  - a. Any employee may apply for a posted vacancy. Ten (10) month employees will be sent notice of vacancies if they request such notice in writing prior to the end of their normal work year for vacancies that occur over the summer.
  - b. Vacancies shall be posted in all buildings for at least five (5) working days before the appointment is made.
  - c. If a vacancy occurs while there are employees on layoff the following procedures would be in effect.
    - (1) Recall laid off employee(s) per Article XII., to a vacancy while it is posted.
    - (2) Fill the vacancy and subsequent vacancies that may arise by posting while the laid off employee(s) works the posted job(s).
    - (3) At the point there are no more bidders allow the recalled employee(s) to remain in that "last" position.
  - d. The following format shall be used to advertise the position:
    - (1) Type of work
    - (2) Place of work
    - (3) Starting date

- (4) Rate of pay
  - (5) Hours to be worked
  - (6) Classification
3. The Association President shall receive notice of all postings and the name of the employee selected by the Board.
4. It will be the employees' responsibility for contacting the Administration if they wish to bid on any job opening that occurs while they are on vacation or otherwise absent. Employees may bid on a vacancy while on any leave of absence, including Worker's Compensation, provided said employee is scheduled to return to work prior to the date the position is to be filled.
5. A posted position may be filled on a temporary basis during the posting period.
6. If an employee desires to be considered an applicant for a posted position he/she shall make application in writing during the posting period.
7. Rates For New Job: When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Association prior to establishing a classification and rate structure. In the event the Association does not agree that the description and rate are proper, it shall be subject to negotiation.
8. All Child Care/Giver Aides employed before August 19, 1987 are to be considered 12 month employees. All Child Care/Giver Aides employed from 08/19/87 will be considered 10 month employees. If Child Care enrollments are such that additional 12 month Child Care/Giver Aides are needed or there is a vacancy in existing 12 month positions, 10 month employees will be entitled to apply for the 12 month positions. Room Supervisors can be 10 or 12 month employees.

B. Promotions: For the purpose of this Article, promotions shall be defined as advancing an employee to a department or classification with a greater hourly wage. Such promotions may be within a department or between departments within the bargaining unit as defined.

1. Promotions within the unit shall be filled by the applicant within the department who has the ability to perform the work and possesses the necessary skills required for the job and is qualified

to perform the same as determined by the board. This means that with minimum instruction and a break-in period the work can be performed satisfactorily without impairing the efficiency of the operation. If the above conditions can be equally met by the applicants the selection will be based on seniority. The applicant selected shall be granted a trial period of up to thirty (30) days of work to determine:

- a. His/her desire to remain in the position.
  - b. His/her ability to perform the job as determined by the supervisor with advisory input from the department head or designated peer.
  - c. If the promotion is to Head Custodian, Head Maintenance, Head Mechanic or Cafeteria Manager, the ability to direct others shall be a criteria to be considered.
2. In the event there are no qualified applicants from within the department, the vacancy shall be filled by any applicant who possesses the necessary skills required for the job and is qualified to perform the same as determined by the board. This means that with minimum instruction and a break-in period, the work can be performed satisfactorily without impairing the efficiency of the operation. If these conditions are equally met by the applicants the selection will be based on seniority. The applicant selected shall be granted a trial period of up to thirty (30) days of work to determine:
- a. His/her desire to remain in the position.
  - b. His/her ability to perform the job as determined by the supervisor with advisory input from the department head or designated peer.
  - c. If the promotion is to Head Custodian, Head Maintenance, Head Mechanic or a Cafeteria Manager, the ability to direct others shall be a criteria to be considered.
3. For positions in the Mechanics and Bus Departments, an applicant shall not be granted the thirty (30) workday trial period unless he/she meets the minimum requirements.
4. During the thirty (30) workday trial period, the employee shall have the opportunity to revert back to his former classification. If



the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer. The matter may then become a proper subject for the grievance procedure.

When an employee has been promoted to another department, he/she shall carry with him/her up to two (2) years of system seniority only for purposes of determining his/her proper wage. However, his/her total system seniority shall apply to vacations, leaves of absence rights, and to any retirement pay pursuant to this Agreement.

C. Transfers: Transfers shall be defined as re-assignment to a job within the same job classification and not to higher or lower rated positions. No transfers shall be made where an employee may lose his/her seniority status or suffer a decrease in hourly rates unless such transfer is requested by the individual or for cause. Notice of transfer shall be given in writing to the employee and to the Association three (3) workdays prior to execution. It is recognized that the employer may make involuntary transfers. A decision to involuntarily transfer an employee will be subject to the grievance procedure.

1. No employee may transfer within his/her job classification more than once a year. All involuntary transfers are subject to the grievance procedures. Where an employee refuses a transfer, he/she shall not be permitted to contest the seniority of one who does take the job. However, he/she shall not be disqualified from accepting further transfers in the future.
2. In the event the senior applicant is denied the transfer, reasons for denial shall be given in writing to such employee. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the Grievance Procedure.
3. The Board retains its responsibilities of determining at the end of thirty (30) workdays, whether or not, the employee transferred shall be given permanent status. If the employee is not placed on a permanent status, he/she shall return to his/her former job without loss of seniority.
4. Involuntary transfers may occur at the discretion of the Board for the following reasons.
  - a. Less than satisfactory performance in the present position.



- b. Continued presence in the present position would be injurious to the employee's health.
  - c. Personal difficulties with fellow employees or students or parents. If requested, such difficulties will be given to the employee in writing.
  - d. To open a position for an employee whom the employer has determined it is necessary to transfer.
  - e. To meet work requirements with reasons given upon request.
4. In the event of a necessary involuntary transfer, the Board shall meet with the affected employee and an association representative prior to the involuntary transfer in order to discuss the reasons for such action. In all cases of involuntary transfers, the Association will be notified, in writing, three (3) workdays prior to the effective date of such transfer. The position from which the employee was involuntarily transferred will be posted. If no one applies, the least senior employee in the department shall trade jobs with the transferee. The employee who moves into the transferee's job shall incur no losses as a result of the trade and will be granted a trial period of up to thirty (30) days during which time he/she will be subject to involuntary transfer.
5. Transfer of Employees Out of Unit: If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he/she shall not have accumulated seniority while working in the position to which he was transferred but he/she shall retain seniority previously accumulated.
6. Paragraph "C" of this Article is not applicable to Child Care/Giver Aides. Due to fluctuations of enrollment in the Child Care Center, it is necessary for the child care center director to be able to assign Child Care/Giver Aides to different care room assignments on any given day. For purposes of clarification, such assignments are to be minimized and not to be treated as transfers.

## **ARTICLE XIV**

### **TEMPORARY ASSIGNMENTS**

- A. Temporary assignments for the purpose of filling temporary vacancies of employees who are absent may be filled by substitutes on a day to day basis until the absent employee has requested and received an approved leave of absence or it is determined the employee will be absent for at least twenty (20) consecutive days.
- B. When a head mechanic, or head maintenance employee is absent the position will be filled from the first day with the senior applicant within the department who meets the requirements and qualifications for such a position. When a head custodian is absent the position will be filled if possible from the first day with the most senior night custodian within the same building who meets the requirements and qualifications for such a position and will be paid the head custodian hourly rate based on his/her own experience step.
- Exception to the above would be if the head custodian substitutes for the day custodian. In that case, the most senior custodian working nights who desires the position shall assume the head custodian responsibility and pay until the regular head custodian returns to the night shift.
- When a cafeteria manager is absent the position will be filled if possible from the first day with the senior applicant within the same building who meets the requirements and qualifications for such a position.
- C. Regular employees filling a temporary vacancy will receive from the first day on the temporary assignment, the rate of pay he/she would receive if permanently assigned to the temporary vacancy.
- D. Substitutes may be used to fill a temporary vacancy for the duration of an extended absence if no regular employee volunteers to fill the temporary assignment.
- E. Whenever possible the same substitute will be assigned to a temporary position until the regular employee returns, or the position is declared vacant.
- F. Substitutes will not be used for the purpose of filling any vacancy on a permanent basis.

- G. It is understood between the parties that laid off bargaining unit members will be called on a seniority basis to fill temporary assignments prior to substitutes being called. If that member declines or cannot be reached within a reasonable time, the next member will be contacted, etc. until all vacancies for that day are filled.

If the laid off bargaining unit member works eleven (11) or more days in any calendar month, she/he will receive the district's long term substitute rate. If she/he works less than eleven (11) days in any calendar month, s/he'll received the district's daily rate of substitute pay. No fringe benefits will be paid in either case.

Any laid off employee on a long term assignment will receive his/her regular pay from the first day of the assignment and will receive all fringe benefits as contained in the Master Agreement. A long term assignment would be defined as being assigned to one assignment that would last more than twenty (20) workdays in duration.

It is further understood that such work does not impair the bargaining unit member's recall rights nor does it supersede the rights of bargaining unit members not on layoff.

The intent of this Agreement is to give preference to laid off bargaining unit members over substitutes for available work.

## **ARTICLE XV**

### **SUB CONTRACTING**

- A. Sub Contracting of Work: The Employer shall have the right to sub-contract any work that it does not have either the proper manpower, equipment capacity or ability or cannot perform in an efficient or economic manner.
- B. Special Funded Employees: The Employer agrees that prior to placing specially funded employees (CETA, Social Services, etc.) a meeting will be held with the unit president to discuss the impact of such placements.

Where possible members of the bargaining unit will be considered for positions anticipated for filling by CETA employees prior to direct placement of CETA employees.

- C. Summer Youth Programs: The use of young adults involved in Summer Youth Programs is at the discretion of the Board and is outside the scope of this contract providing the program does not result in the layoff or displacement or any reduction of hours or other benefits of regular employees. Regular employees shall not be requested to supervise such individuals.

## **ARTICLE XVI**

### **SUMMER WORK ASSIGNMENTS**

- A. Summer maintenance or custodial work if available, will be assigned to employees in the bargaining unit over new employees, provided they make written application. Employees in the bargaining unit awarded such temporary assignments will be paid the classification rate as follows:

1. First Summer - first year
2. Second Summer - second year
3. Third Summer - third year

- B. Employees other than (12) twelve month employees who are awarded summer work that is available within their job classification, shall receive their present rate of pay which is applicable to their position. Employees assigned to another classification for the summer, shall be paid in accordance with Section A of this article.

- C. Employees other than twelve (12) month employees who are awarded ~~summer work positions within bargaining unit~~ shall not accrue leave days, or vacation time credit for this supplemental work.

- D. Employees awarded summer work in their classification, shall be awarded such work on a classification seniority basis.

- E. Employees other than twelve (12) month employees who wish to be considered for summer work assignments must apply in writing to the director of building and grounds and transportation before May 15 of each year.

Ten (10) month Child Care/Giver Aides who wish to be considered for summer work must apply in writing to the Supervisor of the Child Care program before May 15 of each year. Ten (10) month Child Care/Giver Aides will be offered work in any and all summer child care programs prior to that work being offered to persons outside the Child Care/Giver

Aides Classification, providing they possess the skills and ability to perform the work posted.

## **ARTICLE XVII WORKING HOURS**

**A. Working hours for all departments except bus drivers and Child Care/Giver Aides:**

1. The regular full working day shall consist of eight (8) hours per day.
2. With thirty (30) minutes off for lunch excluded from the eight (8) hour period.
3. All full time employees working more than six (6) hours may take a ten (10) minute "coffee break" in the a.m., and also a ten (10) minute "coffee break" in the p.m. or the first half and second half of their regular shift, whichever may apply. All employees working four (4) to six (6) hours may take one ten (10) minute "coffee break."
4. An employee reporting for overtime duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half. This does not apply to hours worked in conjunction with the regular work shift.
5. Child Care/Giver Aides working four (4) but less than six (6) hours per day may take one (1) ten minute break near the mid-point of their duty shift.
6. Child Care/Giver Aides working six (6) hours per day but less than eight (8) hours per day shall be allowed one (1) ten minute break near the end of the first one third of their duty shift and a thirty (30) minute duty free lunch period near the end of the second one third of their duty shift. The duty free lunch period shall be exclusive of the more than six (6) hour duty shift. The duty free thirty (30) minute lunch period may be waived by mutual agreement between Supervisor and Employee.



7. Child Care/Giver Aides working eight (8) hours per day shall have a thirty (30) minute duty free lunch period exclusive of the eight (8) hour workday and shall have a ten (10) minute break during the first half of the work shift and a ten (10) minute break in the last half of the work shift.

**B. Time and One-Half and Double Time for all Departments:**

1. Time and one-half will be paid for all hours over forty (40) hours in one week and for all hours worked on Saturday.
2. Double time will be paid for all hours worked on Sundays and holidays. For calculation purposes, hourly pay received for work on a paid holiday shall equate to three times the regular hourly rate.

**C. Equalization of Overtime Hours:**

1. When it is determined by the Administration that overtime work is needed, the Head Custodian involved will coordinate the work through the Director of Building, Grounds & Transportation.
2. Overtime hours shall be divided as equally as possible among employees in their building. In the event no employee within the building wants the assignment, the Director of Buildings, Grounds and Transportation will call employees in the same department in other buildings by seniority. Those employees, including Bus Drivers, who sign a list indicating their desire to work the overtime in their respective departments will be called on a rotating seniority basis.

**D. Inclement Weather - Malfunctions:**

1. When school is declared not in session due to inclement weather, severe storms, fires, epidemics, mechanical break downs or health conditions, all ten month employees shall not report to work and will not be paid. Those ten (10) month employees will be required to report to work and will be paid on days rescheduled to insure 180 days of pupil instruction.
2. If, at any time during the life of this agreement it become lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to inclement weather, severe storms, fires epidemics, mechanical break downs or health conditions, it is

agreed that all employees in the bargaining unit shall be paid for the day.

3. In either of the above situations, all day custodians, the delivery person, mechanics, maintenance men and those cooks essential for caring for food planned for the day shall report for work as soon as they can reasonably do so. They shall be paid at the rate of time and one-half for hours worked. Afternoon shift custodians will report to work at their regular shift time unless it has been determined that the inclement weather emergency still exists. If the inclement weather emergency still exists those afternoon shift custodians asked to report to work will be paid time and one-half for hours worked.
4. If an individual school is closed due to a mechanical malfunction, all involved employees will be instructed as to whether:
  - a. They should report to work at the closed school.
  - b. They should remain at school or return home.
  - c. Employees that elect not to report for duty will not be paid for the hours that the school is closed due to mechanical malfunction.
  - d. In the event an employee receives unemployment compensation benefits (which as used herein also includes "under employment benefits") during the school year (associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction canceled for such reasons. This provision shall be subject to the following conditions:
    - (1) The total of unemployment compensation plus wages earned by employment in the district shall not be below that which the employee would have received

had there not been any instructional days canceled for such reasons.

- (2) The total of unemployment compensation plus wages earned through employment in the district shall not be less than the employee's regular wages from the same or similar period during the preceding school year.
- (3) Child Care/Giver Aides will be required to report to work as scheduled unless notified otherwise by the Supervisor of The Child Care Center or "Red Alert" system that they are not to report to work. In the event the Supervisor notifies an employee that they are not to report under this section, it shall be in reverse order of seniority. Child Care/Giver Aides that do not report on inclement weather or malfunction days will not be paid for the day. Child Care/Givers reporting to work on such days will be paid at their regular hourly rate for hours worked.

E. Prior to October 1 of each school year a work calendar will be presented to all members of the Association listing the work schedule for all departments for the school year.

## **ARTICLE XVIII HOLIDAYS AND VACATIONS**

A. Employees shall receive full pay for the following holidays if they work the scheduled workday before and the scheduled workday after the holiday or are on an approved paid leave day.

Holidays for 12 month employees:

- |                              |                            |
|------------------------------|----------------------------|
| 1. Labor Day                 | 7. New Years Day           |
| 2. Thanksgiving Day          | 8. Good Friday             |
| 3. Friday after Thanksgiving | 9. Memorial Day            |
| 4. Christmas Eve Day         | 10. July 4th               |
| 5. Christmas Day             | 11. Martin Luther King Day |
| 6. New Years Eve Day         |                            |

Holidays for employees working ten (10) or more hours per week during the school year only, plus all bus drivers that regularly drive ten (10) or more hours a week:

- |                              |                           |
|------------------------------|---------------------------|
| 1. Thanksgiving Day          | 6. New Years Day          |
| 2. Friday after Thanksgiving | 7. Good Friday            |
| 3. Christmas Eve Day         | 8. Memorial Day           |
| 4. Christmas Day             | 9. Martin Luther King Day |
| 5. New Years Eve Day         |                           |

Holidays for twelve (12) month Child Care/Giver Aides:

- |                      |                 |
|----------------------|-----------------|
| 1. Thanksgiving Day  | 5. Good Friday  |
| 2. Christmas Eve Day | 6. Memorial Day |
| 3. Christmas Day     | 7. July 4th     |
| 4. New Year's Day    |                 |

Holidays for ten (10) month Child Care/Giver Aides:

- |                      |                  |
|----------------------|------------------|
| 1. Thanksgiving Day  | 4. Good Friday   |
| 2. Christmas Eve Day | 5. Christmas Day |
| 3. New Year's Day    |                  |

Paraprofessional Aides:

- |                              |                      |
|------------------------------|----------------------|
| 1. Thanksgiving Day          | 5. Good Friday       |
| 2. Friday after Thanksgiving | 6. Christmas Eve Day |
| 3. New Year's Day            | 7. Christmas Day     |
| 4. New Year's Eve Day        |                      |

- B. When a holiday is observed by the Employer while an employee is on allowable paid leave, the holiday will not be charged against the employee's accumulated sick leave and will be considered as time worked.

If a holiday falls on Sunday the Monday following will be considered the holiday. If a holiday falls on Saturday the Friday preceding shall be the day off for those employees entitled to the day off providing that school is not in session. If school is in session those entitled shall receive an additional vacation day at the time of their vacation.

- C. If an employee works on one (1) of the above holidays, he/she will receive eight (8) hours holiday pay plus double time for the hours worked.

Employees regularly working less than eight (8) hours per day will receive their holiday pay on their regular workday basis, plus double time for hours worked.

- D. When state or federal statutes, laws, or regulations require that any of the holidays designated in Section A. of this Article be observed on a day other than set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute whichever is controlling.

E. Vacation Eligibility:

Twelve (12) month employees shall earn vacation according to the following schedule of completion of months of employment:

Completion of the 1st month through the 48th month -- .833 days/mo.

Completion of the 49th month through the 108th month -- 1.25 days/mo.

Completion of the 109th month and thereafter -- 1.66 days/mo.

Twelve (12) month Child Care/Giver Aides shall have one (1) week vacation per year for the first three (3) years and two (2) weeks vacation per year after three (3) years of employment.

Twelve (12) month Child Care/Giver Aides vacation days shall be paid on the basis of their school year hours.

F. Vacation Period:

1. Vacations will be granted at such times as suitable considering both the wishes of employees and the efficient operation of the department concerned. Vacation request shall be made on the form set forth as Appendix F.
2. Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks (exceptions may be made due to extenuating circumstances) providing such scheduling does not significantly interfere with the operation of this district.
3. When a holiday is observed by the Employee during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
4. A vacation may not be waived by an employee and extra pay received for work during that period.



5. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation may be rescheduled at his request. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
6. Vacation days cannot be used in advance of earning same. All vacation days earned from July 1, through June 30 must be used by the following December 31st or forfeited.
7. By written request, up to five (5) days vacation can be carried over from December 31 to the next June as long as it is clearly understood that all such carried over vacation time must be used by the end of June following the December 31st that marked the carry-over period. However, any unused vacation days will be added to the employees sick leave accumulation to be used as extra sick leave.

G. Vacation Pay:

1. If an employee is laid off or retired, he will receive any unused vacation days including that accrued in the current budget year.
  2. Rate during vacation: Employees on vacation will be paid their current rate based on their average regularly scheduled days and will receive credit for any benefits provided for in this Agreement.
- H. Employees working in two different departments will have his/her holiday and vacation pay figured separately on the basis of hours worked in each individual department.

<p style="text-align: center;"><b>ARTICLE XIX</b> <b>LEAVES OF ABSENCE WITH PAY</b></p>
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- A. All twelve (12) month employees covered by this Agreement shall accumulate one (1) sick leave day per month not to exceed twelve(12) days per year with 169 days maximum accumulation. All employees working less than twelve (12) months will receive one (1) day per month not to exceed ten (10) days per year with one hundred (100) days maximum accumulation.

In case of transfer from one classification to another, the number of days accumulated to the date of the transfer shall be amended on a pro-rata basis based on the ratio of the number of hours per day worked in the prior classification to the number of hours per day worked in the new classification. However, the total accumulation allowed to be credited shall not exceed the total established for the employee's new classification.

1. Sick leave is to be credited on the last day of each month in which the employee worked eleven (11) or more days.
2. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked specifically.

B. An employee may use all or any portion of his/her earned sick leave for: Personal illness, personal injury or physical disability including maternity related disability. If an employee elects to use paid sick leave for maternity related disability, such leave will be used in place of an unpaid leave of absence and can be used only for the actual time of disability. The certificate for an apparent illness, injury or disability.

C. A maximum of ten (10) days sick leave per year may be used for a serious illness in the immediate family. See Article XIX. - I, for definition of immediate family.

D. Additional Uses of Sick Leave: In addition to personal illness or injury, sick leave may be utilized for the following:

1. Fire, accident, pallbearer
2. Marriage or graduation of a member of the immediate family and of the employee himself
3. Required court appearance
4. Child born to wife
5. Immediate member of family leaving for service
6. One (1) day per emergency illness or injury in the family which requires an employee to make arrangements for necessary medical and nursing care
7. The day of surgery for a member of the immediate family

8. Dental and doctor appointments

9. Any other reason approved in advance by the Superintendent

E. Funeral Leave: An employee shall be allowed three (3) working days, per occurrence, as funeral leave days not to be deducted from sick leave for a death in the immediate family. These days shall be available at the time of the death only. If additional time is needed two (2) workdays, per occurrence may be granted and deducted from sick leave.

All employees shall be allowed one (1) working day per year without loss of pay as a funeral leave day, not to be deducted from sick leave, for the death of a friend.

F. Personal Leave: Personal Leave in addition to sick leave will be granted with a maximum of two days each year for business matters that cannot be taken care of outside the workday. These days shall not be cumulative and may not be used for vacation or recreation. All regular Child Care/Givers and Paraprofessional Aides working more than ten (10) hours per week are included.

1. To apply for business days the employee must present to the Assistant Superintendent a request on a form as prescribed in Appendix B at least forty-eight (48) hours prior to the desired leave together with the reason for the leave.

2. In cases of an emergency, a verbal request will be considered timely but must be reduced to writing within three (3) days after returning to work.

3. Except in cases approved by the Superintendent the leave may not take place before or after a holiday or vacation period.

4. Personal leave days shall be transferred to accumulated sick leave if not used each year.

G. Jury Duty: An employee who served on Jury Duty will be paid the difference between his pay for jury duty and his regular pay provided he/she makes himself/herself available for work within his/her regular work schedule when not occupied with jury duty. It is understood by the foregoing provisions that on any day on which the employee is dismissed within three (3) hours from the beginning of his/her shift, he/she shall be required to work the balance of his/her shift. Night shift employees shall

not be required to report for work if jury duty requires morning attendance.

To be eligible for a jury duty pay differential, the employee must furnish the Board with a written statement from the appropriate public official listing the dates he/she received pay for jury duty.

H. **Armed Forces, Reserve and National Guard Duty:** Employees who are in some branch of the Armed Forces, Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the District when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year.

I. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son or Daughter (Biological, adopted, foster child, stepchild, legal ward) Mother-in-law, Father-in-law, Brother-in-law, Son-in-law, Sister-in-law, Daughter-in-law, Grandparents, Grandchildren, Step Father and Step Mother.

## **ARTICLE XX**

### **LEAVES OF ABSENCE UNPAID**

A. The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.

B. Unpaid leaves of absence not to exceed one (1) year or the length of their seniority whichever is less may be granted without loss of seniority with accrual of seniority during the leave, upon written request to the Superintendent or his designees.

C. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee except in cases of health, maternity or military leaves or leaves required by the Family and Medical Leave Act.

D. Reasons for Leaves of Absence are as follows:

1. Infant Child-Care Leave: Infant child care leave will be granted in accordance with Section A. of this article.
2. Upon the recommendation of a physician a health leave without pay shall be granted for prolonged illness in the immediate family, spouse or children and employee. See Article XIX. I for definition of immediate family.
3. Leaves for other purposes may be granted at the discretion of the Board upon written request.
4. Service in a governmental agency.
5. Members of the Association elected to Local Association positions or selected by the Association to do work which takes them from their employment with the Employer shall at the written request of the Association receive temporary leaves of absence without pay for periods not to exceed one (1) year or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority. An extension of such leave not to exceed one (1) year may be approved by the Superintendent.

E. Return from Leave of Absence:

1. Employees on leave for health reasons must either return, resign, or request a special extension for a maximum of one (1) additional year.
2. When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Superintendent and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination at Board expense.
3. An employee returning from an approved leave of absence of one (1) year or less shall be reinstated to the position and classification he/she held when the leave began. An employee returning from a leave of absence of more than one (1) year shall be returned to a position in the same classification he/she was in when the leave began, based on departmental seniority.
4. An employee returning from a leave of absence of less than and including sixty (60) calendar days shall be required to notify the



Board, in writing, of his/her intent to return at least five (5) working days prior to the date of his/her return.

5. Employees wishing to return from a leave of absence of more than sixty (60) calendar days shall be required to notify the Board in writing of his/her desire to return at least twenty (20) working days or to request an extension, or to submit a resignation, otherwise the employee will be considered as terminating his/her employment with the district.

F. Any employee who terminates employment in the school district to perform active services in the Armed Forces of the United States is entitled to re employment rights in the position he/she vacates, or one of like status and pay scale provided:

1. The position vacated is other than temporary.
2. He/she is honorably discharged from the Armed Forces.
3. He/she applies for re-employment within ninety (90) calendar days from being certified physically fit after discharge from a hospital resulting from a service incurred injury.

## **ARTICLE XXI**

### **INSURANCE PROTECTION**

A. Insurance Coverage: The Board of Education agrees to furnish the following insurance protections as specified:

1. For employees working twenty (20) or more hours per week or bus drivers with the equivalent of a double run, the employer agrees to provide, without cost to the bargaining unit member the following MESSA PAK for the bargaining unit member and his/her entire family. Special Education Aides shall continue to have access to the benefit plans provided herein.

Each bargaining unit member must elect to be covered by either Plan A or Plan B as specified below.

PLAN A - For employees needing health insurance

HEALTH

MESSA Super Care I  
(50/100 annual deductible  
paid by employee)

LONG TERM DISABILITY:

66 2/3%, 90 calendar day  
modified fill, \$2,500 mo. max.;  
freeze on offsets, alcoholism/-  
drug addiction and mental/-  
nervous same as any other  
illnesses.

DENTAL

MESSA/DELTA Dental Plan-E 06  
(80/80/75: \$750) COB.

NEGOTIATED LIFE

\$20,000 AD&D

VISION

VSP-2

PLAN B For employees not needing health insurance

DENTAL

MESSA/DELTA Dental Plan E  
007 (80/80/80: \$1,300) COB

VISION

VSP-3

NEGOTIATED LIFE

\$25,000 AD&D

LONG TERM DISABILITY

Same as in Plan A above.

Bargaining unit members selection Plan B shall be provided forty dollars (\$40.00) per month to be applied to a Tax Deferred Annuity (TDA) Plan as provided in Article XXII of this Agreement.

2. For bus drivers with the equivalent of a single run, the employer will pay one-half of the cost of MESSA Super Med II single subscriber rate, to be applied to either Plan A or Plan B with the employee paying any excess amounts.
3. For employees working less than twenty (20) hours per week, no insurance shall be paid by the employer the Employer shall provide:

Negotiated Life: \$15,000 AD&D  
Vision: VSP-1

4. All regular Child Care/Giver and Paraprofessional Aides shall be provided with Vision Services Plan 1 (VSP-1).
- B. Insurance coverage for those eligible shall begin when an employee has completed his probationary period. The insurance premium will cease to be paid when the person quits or for some reason is no longer an employee. Insurance coverage ends on the effective date of retirement. (As the member is then eligible for the retirement system insurance.)
- C. It shall be the responsibility of the employee to request and fill out the application for such insurance within the prescribed time limits or forfeit his insurance rights until the next open enrollment period.
- D. The Board shall provide information about insurance benefits at the time of initial employment and/or upon employee request. It shall be the responsibility of all employees to apply for new coverages or changes in coverages within the time limits prescribed by the insurance carrier.
- E. If an employee is laid off, insurance benefits will continue to remain in effect to the maximum extent possible through the insurance carrier at the employees' expense.
- F. The terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other related matters.
- G. The Board by payment of the premium payments required to provide the coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as above described. The failure of an insurance company to provide any of the benefits for any reason shall not result in any liability to Board or the Association; nor shall such failure be considered a breach by either of them of any obligation.
- H. Workers' Compensation: Absence due to injury or illness covered by Workers' Compensation incurred in the course of the employee's employment shall not be charged against the employee's personal sick leave for the first seven and five-tenths (7.5) work days of such absence. Following this period, the employee may choose "a" or "b".

1. An employee eligible for Workers' Compensation benefits will receive those benefits provided in accordance with the act exclusively.
2. Personal accumulated sick leave days shall be made available to the injured employee during the period he/she is unable to work as a result of an accident. If the employee chooses this option of using sick leave days, his/her Workers' Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's personal accumulated sick leave would be charged with a proportionate amount of time lost, based on the ratio of the school funds used to make the employee's regular daily rate. The employee would continue to draw a regular biweekly pay check, but would sign over the Workers' Compensation benefit check(s) to the district.

## **ARTICLE XXII PAYROLL DEDUCTIONS**

- A. All employees in the bargaining unit must have on file an exemption card for withholding tax as required by the IRS in the administration building. Any employee desiring a change in exemptions shall do so by filling out a new card. Deductions are based upon a schedule supplied by the federal government.
- B. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so and make appropriate remittance for association dues, service charges, annuities, credit union, charitable donations or any other programs approved by the Board.

## **ARTICLE XXIII RESIGNATION AND RETIREMENT**

- A. When an employee desires to terminate his/her employment there must be at least a ten (10) workdays written notice given to the Board. Upon mutual agreement between the parties, all or part of this notice may be

- waived. In the event of re-employment such an employee shall be considered as a new employee.
- B. Failure to comply with the above requirements shall mean forfeiture of any and all benefits.
- C. In the case of retirement under the Michigan Employees Retirement Act or in the event of death of the employee, a terminal leave payment will be made to the employee or his estate.
- Such payment will be made for all accumulated sick days at the rate of \$25.00 per day earned for employees working five (5) or more hours per day and \$12.50 per day earned for employees working less than five (5) hours per day. However, in no instance, shall the total payment to one individual under this provision exceed \$3,500.00.
- D. For purposes of computing such payments total hours will mean total hours worked for the district per day at the time of retirement or death of the employee.

#### **ARTICLE XXIV NO STRIKE CLAUSE**

- A. The Association agrees that it will in good faith cooperate with the employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer.

#### **ARTICLE XXV HEALTH AND SAFETY**

- A. Up to \$45.00 per year shall be paid to each bus driver for his/her annual health examination upon submission of completed forms furnished by the school.



The examinations are to be taken on the employees' own time. The Board reserves the right to require any employee to submit to a medical examination if, in its opinion, there is a question of the employee's ability to perform his/her work. This shall also be at Board expense.

- B. All employees are required to have a chest x-ray or tuberculin skin test as required by law and will supply evidence of same to the Superintendent prior to the first day of October of that year.
- C. Safety Committee: A safety committee consisting of employees and employer representatives is established. This committee shall include no more than three (3) representatives of the union and three (3) representatives of the employer and shall meet upon request of their party at a time mutually agreed upon by the parties. They shall meet for the purpose of making safety recommendations.

## **ARTICLE XXVI MISCELLANEOUS**

- A. Neither party shall unlawfully discriminate against any employee because of the employee's religion, race, color, national origin, age, sex, height, weight, marital status or disability and neither party shall unlawfully discriminate against any employee because of the employee's membership or non-membership in the Association.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. This Agreement shall supersede any rules, regulations, or policies of the Board which shall be contrary to or inconsistent with its terms.
- D. The Board agrees to furnish bus mechanics with three changes of work uniforms per week (shirt and pants).
- E. The building principal will give directions for the operation of the building through the head custodian.

- F. A board designee will review the food service operation with an association designated representative from food service.

## ARTICLE XXVII COMPENSATION

- A. The hourly rates of employees covered by this agreement are set forth in Appendix E which is attached to and incorporated in this agreement.
- B. The probationary rate shall be 90% of the step rate at which employees are hired.
- C. Cafeteria personnel shall pay for their lunches at the same rate as other adult employees.
- D. Full time employees working forty (40) hours per week who also drive bus shall be paid at the regular run rate.
- E. For purposes of clarification regarding bus driver participation in fringe benefits or paid holidays a single trip (1/2 run) will be rated as one hour worked.
- F. The school district shall continue to pay the 5% retirement for all employees.
- G. Advancement from one step to another will take place on the anniversary date of employment for each employee except that advancement from probationary to step I shall take place on the 61st day of work, except for Child Care/Giver Aides.
- H. After one (1) year of satisfactory work performance Maintenance Helper employees shall be moved to the General Maintenance classification.
- I. Cafeteria workers involved in banquet preparation after regular working hours shall be paid at the time and one-half rate for hours worked.
- J. With the exception of bus drivers a premium of \$.15 per hour will be paid to all employees who regularly report to work after 2:30 p.m. The premium rate shall not apply to overtime rates paid on Saturday, Sunday or holidays.

K. The cafeteria cashier shall be compensated in accordance with the rate established for the cook's helper.

L. Longevity: 1994-95

All ten (10) month employees completing ten (10) years of service as a school district employee by December 31, 1994 and working at least twenty (20) hours per week will receive \$345.13 in January of 1995. All twelve (12) month employees completing ten (10) years of service by December 31, 1994 and working at least forty (40) hours per week will receive \$431.43 in January of 1995.

Longevity: 1995-96

All ten (10) month employees completing ten (10) years of service as a school district employee by December 31, 1995 and working at least twenty (20) hours per week will receive \$355.48 in January of 1996. All twelve (12) month employees completing ten (10) years of service by December 31, 1995 and working at least forty (40) hours per week will receive \$444.37 in January of 1996.

Longevity: 1996-97

All ten (10) month employees completing ten (10) years of service as a school district employee by December 31, 1996 and working at least twenty (20) hours per week will receive \$364.72 in January of 1997. All twelve (12) month employees completing ten (10) years of service by December 31, 1996 and working at least forty (40) hours per week will receive \$455.92 in January of 1997.

M. All employees required to attend in-service meetings or training programs shall be compensated at their regular hourly rate for all hours spent in such meetings. For bus drivers, this compensation rate shall be the rate for special runs.

## ARTICLE XXVIII JOB SHARING

A. Job sharing shall be defined as two (2) bargaining unit employees voluntarily assuming one (1) full time bargaining unit position.

- B. Employees interested in a job sharing situation must present a written application to the Director of Building and Grounds/Transportation by no later than June 1 of the school year. The plan submitted must include a description of:

1. Employees involved.
2. Position to be shared. (Please use job sharing application attached as Appendix D.)

During the life of this Agreement the parties will try to develop a way that drivers can participate in job sharing.

- C. Employees so interested will be informed by June 15th of the school year if the proposed job sharing plan has been accepted. Denial shall be accompanied by written reasons.
- D. Shared jobs shall last for one (1) fiscal year (July 1 - June 30). A renewal application for job sharing may be submitted for one additional year.
- E. Job sharing will not be used to create part-time bargaining unit positions. Bargaining unit members who job share will accrue the same benefits and rights as though they held a full time job except their pay shall be prorated according to hours worked. Hours worked shall include breaks but be exclusive of lunch period.
- F. A bargaining unit member who job shares shall retain the right to his/her former position. The bargaining unit member who occupies the former position shall be permitted to exercise seniority when job sharing is terminated.

**ARTICLE XXIX**  
**ANNEXATION, CONSOLIDATION, OR OTHER**  
**REORGANIZATION OF THE DISTRICT**

- A. During the life of this Agreement, if annexation, consolidation, or reorganization with one or more districts in whole or in part is to take place, the Board agrees to notify the Association in advance so that the Association may negotiate the effect of such change upon its members prior to such annexation, consolidation, or reorganization taking place.

**ARTICLE XXXX**  
**DURATION OF AGREEMENT**

This Agreement shall become effective as of the date of ratification by both parties July 1, 1994 and shall continue in full force and effect until June 30, 1997.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the 14 day of December 1994.

FOR THE ASSOCIATION

FOR THE EMPLOYER

Roger F. Perry

Jeanne M. Putnam

Latina S. Schoppe

David B. Price

Glenn McHenry

James H. Balger



## APPENDIX A BUS INFORMATION

### A. Bus Run Classifications:

1. A single run consists of a single pick-up and delivery of children along an established route before and after school.
2. A half of a run is either a pick-up or delivery before or after school along an established route.
3. A double run consists of a double pick-up and delivery of children along an established route or routes before and after school.
4. A shuttle run is a regularly scheduled pick-up or a group of children at a school within or outside the district and delivery of the group at another school.

### B. Bus Washes:

The district will pay for up to ten (10) washes per year at the rate of \$10.00 per wash as verified by bus wash slips. The final wash is to be done after the last trip of the school year. Drivers using buses during the summer will be paid for up to two (2) washes additional as verified by wash slips. The last bus wash is to be done when the bus is turned in.

### C. General Provisions:

1. Assignment of Bus Runs
  - a. At least one week before the start of each school year a secondary run shall first be assigned to each driver by the Employer to the area of the driver's home if possible.
  - b. During the school year all new runs or old runs that have been turned in shall be posted for five (5) working days and the drivers shall bid on them; the most senior bidder shall be awarded the run. To expedite the bidding process, a meeting of all interested drivers may be held in lieu of posting at which time the open runs shall be awarded by seniority. This meeting shall be held upon agreement with the Association. The time of the meeting shall be established by mutual agreement of the parties.

- c. At least one week before the start of each school year, all elementary runs and no more than one kindergarten run shall be selected by seniority providing that any of these runs not selected may be assigned by the Employer to drivers without elementary/-kindergarten runs regardless of seniority.

Once selected or assigned all runs must be driven for at least four (4) weeks except that any driver may bid on any posted run.

- d. Drivers who are interested shall so indicate by submitting a bid on the run during the five (5) day posting period.
- e. From those drivers submitting a bid, a run shall be awarded to the senior qualified driver.
- f. Compensation at run rate per run is to be paid to the drivers at the beginning of the school year on a one time basis for setting up bus runs with exception of take home only.
- g. Special Education runs and Career Center runs may be assigned in the spring, for the next school year, to the driver(s) who volunteer to be assigned such run(s). If more than one driver volunteers, the most senior shall be awarded the run(s). If, however, the compensation or a run assigned in the spring changes prior to the start of school, the runs shall be posted as per the Master Agreement.
- h. The Career Center Take Home shall be paid at the single run rate until the driver(s) can permanently substitute in the p.m. at which time it will be paid at the 3/4 run rate.

2. Dependent non-student personnel will not be transported on school buses as passengers.

3. Any written complaint against a driver shall be brought to the driver's attention.

4. When a route is split, the more senior driver will have the choice of which to take.

**D. Special Trips:**

1. Special trips will be rotated among those drivers that have indicated in writing a desire to drive special trips.

2. Whenever possible drivers shall be notified a week prior to the scheduled trip for which they are assigned. If a special trip is canceled without at least one (1) hour notice to the driver the driver shall receive two (2) hours pay.
3. If a driver refuses a trip he/she shall be charged with that trip.
4. If a special trip of three (3) hours or more conflicts with the regular run, another driver will be assigned the regular run.
5. There shall be no trading of trips among drivers.
6. Bus drivers will be paid for meals upon submission of receipts not to exceed \$3.00 for breakfast, \$4.00 for lunch and \$5.00 for supper if the trip exceeds four hours and includes a regular meal hour.
7. It is mutually agreed and understood that in the case of extended special trips when lay-over time exceeds total driving time, drivers may be assigned to make the trip to take a group to the activity and to return immediately and to make another trip to pick them up and return to the point of origin. However, in such case, the bus driver shall be paid a minimum of two (2) hours for each of these trips. The employer agrees that, if the driver desires to remain at the activity they will be paid for the actual time it would have taken to make the trip both ways twice but not less than four (4) hours.

In the case of special trips scheduled for more than one day, the Employer agrees to pay the driver 18.5 cents per mile for each mile traveled from the school to the location of the activity and return by the most practical direct route. In the case of side trips while at the activity, the driver will be paid the special rate for the actual driving time involved (if on Saturday time and one-half times the special rate or if on Sunday double time times the special rate). Further the employer will provide lodging and meals at or near the location of the activity and will provide reimbursement for other meals not provided. Proper documentation of the meal expenditures will be required.

In either of the above cases, if more than one driver returns between trips, only one bus shall be driven back after the first trip unless the director of transportation directs otherwise.

8. In the case of special trips where it is impossible to return at the scheduled time, the driver rate will cease at the time the decision is made to stay overnight and will commence when the return trip starts.

9. Bus drivers shall be paid two (2) hours using the special run rate for time spent to take driving tests.

E. Bus Information:

1. Unless special arrangement is made with the JCEA Affiliate's beforehand field trips that take place during the school day will be taken by school bus.
2. Unless special arrangement is made with the JCEA Affiliate's beforehand all athletic trips and extra curricular trips such as, band, vocal music, classroom oriented trips originating outside of school day will be taken by school bus.
3. Clubs totally non funded by school monies and parent sponsored extra curricular field trips may rent school buses or use public and private carriers at the option of the Board.
4. School organizations may use school vans without use of school bus drivers for a trip during the school day and outside of the school day when the total group actually involved in the trip contains no more than eleven (11) students. The van may be used if the number of students is between eleven (11) and fifteen (15), but a bus driver must take the trip.

F. Supervision of Students: Drivers will be on their buses when Northwest students are dismissed from school.

G. Special Trips.

The following procedure will be followed for special trips of one (1) day or less:

1. If a special trip is one-hundred (100) miles or more from Northwest Schools, one-way, the driver shall remain with the group, regardless of the number of event hours. The driver shall be compensated for all hours, including driving and non-driving time until the trip has arrived back to its original point of departure.
2. If a special trip is less than one-hundred (100) miles, one way, and the event layover time is six (6) hours or less, the driver shall remain with the group and be compensated for all driving and non-driving time until the trip has arrived back to its original point of departure, unless it is agreed by both parties to have the bus return.
3. If a special trip is less than one-hundred (100) miles, one way, and the event layover time is more than six (6) hours, the driver will be

## JCEA/NORTHWEST EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

## 1997-98 SALARY SCHEDULE - 2.85%

## APPENDIX A

Dept/Classification	97-98 Step 1	97-98 Step 2	97-98 Step 3	97-98 Step 4	97-98 Step 5	97-98 Step 6
Cafeteria Department						
Cafeteria Manager	10.16	10.51	10.82	11.09	11.45	11.74
Cook/Baker	9.63	9.91	10.15	10.49	10.80	11.06
Cook's Helper/Cashier	9.15	9.44	9.65	10.00	10.23	10.52
Satellite Asst. Mgr.	9.63	9.91	10.15	10.49	10.80	11.06
Custodial Department						
Head Custodian	12.36	12.76	13.08	13.46	13.83	14.23
Custodian	11.80	12.15	12.47	12.83	13.15	13.55
Maintenance Department						
Head Maintenance	14.88	15.32	15.79	16.24	16.65	17.07
General Maintenance	13.73	14.08	14.49	14.92	15.32	15.77
Maintenance Helper	11.80	12.15	12.47	12.83	13.15	13.55
Mechanics Department						
Head Mechanic	14.88	15.32	15.79	16.24	16.65	17.07
Mechanic	14.11	14.46	14.87	15.30	15.71	16.15
Supervisory Aides Dept						
Student Supervisory	8.43	8.67	8.95	9.19	9.45	9.68
Library Aide/Tech Dept						
Library Aides	8.43	8.67	8.95	9.19	9.45	9.68
Library Technician	9.29	9.57	9.85	10.11	10.41	10.66
Bus Department						
½ Bus Run	13.42	13.82	14.23	14.64	15.04	15.43
Single Run	26.86	27.68	28.46	29.27	30.17	30.89
Special Run	9.83					
1 ½ Run	36.37	37.44	38.55	39.65	40.72	41.80
Double Run	48.64	49.94	51.29	52.60	53.91	55.24
Transportation Aide	8.43	8.67	8.95	9.19	9.45	9.68
Career Center East/West	26.86	27.68	28.46	29.27	30.17	30.89
Delivery and Grounds	11.80	12.15	12.47	12.83	13.15	13.55
Utility Worker	9.74	9.99	10.22	10.58	10.78	11.02
Paraprofessional Aides	9.30	9.52	9.77	10.13	10.33	10.55
Child Care/Giver Aides	5.25	5.43	5.71	6.01		

Longevity - \$375.11 (10 month emp.)  
 \$468.91 (12 month emp.)



