

MASTER AGREEMENT

Onsted Board of Education

and

***Onsted Educational
Support Personnel
Association MEA/NEA***

July 1, 1996 - June 30, 1999

Onsted Community Schools

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AGREEMENT

This Agreement is made and entered into this 17th day of March, 1997, by and between the Onsted Community Schools Board of Education (hereinafter called the "Board") and the Onsted Educational Support Personnel Association, MEA/NEA (hereinafter called the "Association").

ARTICLE I

RECOGNITION

- A. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965 as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative of the employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement.
- B. The Board recognizes the Association as the sole and exclusive bargaining representative for all aide, custodial, maintenance, food service, and transportation employees, but excluding the superintendent's secretary, accountant and supervisory employees, substitutes and all others.
- C. Unless otherwise indicated, use of the term "Employee"/"Bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.
- D. It is expressly understood and agreed that a substitute shall in no case fill a permanent bargaining unit position for a period in excess of the probationary period, except to fill in for approved leaves of absence.

- E. All references to "days" shall mean business days of the Board office exclusive of Saturdays, Sundays or holidays unless otherwise specified.

ARTICLE II

BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively 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 way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
 4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes

of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees, including physical conditions.
 7. Determine the location or relocation of its facilities, including the establishment or relocations or new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.
- D. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

- A. The Association and its members may use the school building facilities in accordance with Board policy as long as such use does not interfere with job responsibilities and every day operations.
- B. Association representatives shall not lose time or pay for authorized time spent in grievance hearings, negotiations preparation or negotiations during their regularly schedule working hours if approval has been given by their immediate supervisor and the Superintendent and/or his/her designee.
- C. An employee shall be entitled to have an Association representative present in any meeting with his/her supervisor or a representative of the Employer whose purpose is to discipline the employee. When a request for such representation is made, no further action shall be taken until a representative can be present, but in no case shall action be suspended for more than twenty four (24) hours.
- D. No non-probationary employee shall be disciplined without just cause. Dismissal, suspension and/or other disciplinary action shall be only for just and stated cause, which shall be given to the employee in writing with exception of verbal discipline.
- E. Due process will be followed in disciplinary actions of non-probationary employees which may include verbal warnings or reprimands, written warnings or reprimands, suspensions with or without pay, or dismissal. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and, therefore, might begin at any level. Only dismissals, suspensions or written reprimands shall be subject to the grievance procedure.
- F. An employee shall have the right to schedule with the Superintendent's office a review of the contents of his/her personnel file, excluding initial references, of the district pertaining to the employee originating after initial employment and to have a representative of the Association accompany the employee in the presence of the employer in such review.

No material of a disciplinary nature will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written comment regarding any material and the same shall be attached to the material in question. An employee shall sign the material indicating its presence and his/her awareness if requested. Such signature shall not necessarily mean agreement with the material.

All recommendations to outside employers, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

- G. The Board will furnish a copy of this agreement to each employee in the bargaining unit and to each new employee and ten (10) copies to the Association. The Board shall pay the cost of printing this Agreement.
- H. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall render all reasonable assistance it deems necessary to the bargaining unit member, when possible, to prevent injury.
- I. Upon request of the Association, with the approval of the administration and the presentation of proper credentials, officers or accredited representatives of the Association may be admitted onto the Employer's premises during working hours for the purpose of adjusting grievances, providing that said visitation shall not disrupt the work schedule of any employee. Association representatives will check in with the administration prior to being admitted on the premises.
- J. The employees will be represented by an Association Representative for each classification who shall be chosen or selected in a manner determined by the employees and the Association and whose name shall be made known to the Employer in writing.
- K. The Board shall supply the Association with the following information for each newly hired bargaining unit employee: name, date of hire, address, social security number, classification and current job location.
- L. Right to Support Association: Pursuant to applicable Michigan Statutes, the Board hereby agrees that every employee of the Board of Education covered under this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage or deprive

or coerce any employees in the enjoyment of any rights conferred by Act 379 of the State of Michigan or of the Constitution of the United States.

- M. Posting Notices and School Mail: The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building and the Association shall have the right to use the Interschool mail carrier system to send notices and other Association information to members.
- N In the event a third party is requesting the personnel file of an employee, the Association and the affected employee will be notified immediately.
- O. Payroll Deduction of Dues: The Board shall make dues or service fees deductions from each employee's pay for employees submitting signed payroll deduction authorization forms to the Board and remit to the designated financial officer of the Association the full amount collected no later than twenty (20) days after each designated deduction date together with a listing of each employee, and the amount that is deducted.
1. The Association President shall notify the payroll office in writing of the amount of dues or any changes in the amount no later than 20 days prior to a designated deduction date.
 2. Individual deduction authorizations will be filled out by employees annually.
 3. Designated deduction dates shall be set annually by the district business manager and the association treasurer.
 4. All bargaining unit members shall as a condition of employment (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections 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. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorized payment through payroll deduction,

the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the written request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.

5. 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 nonunion 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. The Association shall provide to all non-members copies of the Association's Policy and Procedures.
6. The Union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgment or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article. If at any time this save harmless is declared unenforceable or void, the Agency Shop provision of this agreement shall be declared nugatory. The Association has the right to choose legal counsel to defend any said suit or action.

ARTICLE IV

WORKING CONDITIONS

- A. A bargaining unit member shall be generally responsible to only one supervisor, said supervisor to be designated by the Employer. If there is a conflict in directives from more than one supervisor, employees shall follow the directive from the higher level supervisor.

In the event the district schedules a community service worker to work with the bargaining unit members, the supervisor will assign duties,

handle paperwork and check the worker periodically. Bargaining unit members will not be responsible for such community service workers.

- B. The work year and daily schedule of each bargaining unit member shall be established by the Employer to meet the needs of the District.

In the event there is a multiple, consecutive day assignment, the district will employ the same custodial/maintenance employee for all days, i.e., Saturday, Sunday, 6th grade camp, and art fair would have the same custodial/maintenance employee working.

Employees working 6 hours or more, will receive an unpaid 1/2 hour lunch break. The cooks who work 6 or more hours daily and the assistant cook/cook's helper, Sharon Staib, who works 5 hours daily, will receive a daily, paid 1/2 hour paid break.

All bargaining unit members will receive a 15 minute paid break for 4 hours of work a day.

- C. Bargaining unit members may be required to log their hours by the use of a time clock or any other method as determined by the Employer.
- D. The minimum call-in time for emergency situations shall be two (2) hours of pay.
- E. Overtime Rates: Overtime of time and one-half will be paid for all hours worked in excess of forty (40) hours in one week, Saturdays and on holidays. Double time will be paid for all hours worked on Sunday and time and one-half for time spent on furnace checks. Time and one-half will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period for food service staff required to work during the week of sixth grade camp.
Unless directed otherwise drivers will have no responsibilities or duties during lay over time. The busses will remain at assigned location except with permission. Drivers will only be paid overtime as required by law.
- F. Overtime during the week will be covered by the use of an overtime chart and will be offered to each bargaining unit member by classification within each building in rotation based on seniority. A split person between two buildings will be placed on the overtime chart in both buildings.

Weekend overtime will be rotated amongst all members of the classification district wide.

Overtime that is refused by a bargaining unit member will be charged on the overtime chart for the purpose of rotation. The Employer reserves the right to assign overtime if no volunteers are available.

- G. Employees may be required to attend workshops, other types of in-service sessions at the request of the supervisor and with administrative approval. When occurring outside of an employee's normal work hours, affected employees shall receive their regular hourly rate (except bus drivers who will receive the field trip rate) for all hours spent in the workshop or in-service plus direct expenses of mileage and/or meals if prior approval has been given by the administration.

When occurring within an employees normal work hours, affected employees shall receive their regular hourly rate plus direct expenses of mileage and/or meals if prior approval has been given by the administration.

- H. The Board shall provide without cost to the employee any safety equipment it deems necessary to perform the job.

- I. The Board retains the right to contract or subcontract .

- J. In the event school is canceled prior to the start of the employees work day due to inclement weather or conditions not within control of the District, the following procedures will apply:

1. Custodial/Maintenance employees, the Bus Mechanic and Garage Assistant, shall continue their practice of reporting at 9:00 a.m. on snow days and upon completing their duties may leave without loss of pay. In any case, employees will work a minimum of four (4) hours.

In the event school is canceled during the student day, custodial/maintenance employees shall report for a minimum of four (4) hours and complete essential duties. Employees may then leave with no loss of pay.

Essential duties may include snow removal, attending to some type of malfunction that to leave unattended would cause damage or other duty that needs to be taken care of before school re-opens.

2. In the event the District is not required to make up such days to receive State Aid payments, other bargaining unit members shall not be required to report for work and will receive their regular rate of pay for the days. In the event the District needs to make up additional days, employees will not be paid until the make up day has been worked.
- K. In the event school is canceled after the start of an employee's work day due to inclement weather or conditions not within the control of the District, the following procedures will apply:
1. Custodial/Maintenance employees shall complete essential duties and then may leave with no loss of pay.
 2. Other bargaining unit members will be dismissed following any necessary activities and will be paid for the actual hours worked.. In the event the District needs to make up such days to receive State Aid and the District elects to make up the day(s), these employees will be paid for time actually worked on the make up day.
- L. Miscellaneous: The Employer shall provide reimbursement for the cost of bus drivers' licenses (CDL), certified staff's certificates and renewals required for an employee to perform his/her job.
- M. Elimination of a Bus Run: When a run is eliminated the driver can bump the least senior driver. The driver will continue his/her wage during the entire period he/she drives that run.
- N. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work area.
- O. Food Service Substitutes: The food service director will call and place a substitute for absent employees. An effort will be made to give regular employees more hours than substitutes in each perspective kitchen.
- P. A reasonable effort will be made to employ a food service substitute whenever a regular employee is absent if the substitute is needed.
- Q. On a case-by-case basis, the District will determine what training, if any, should be provided to an employee assigned to a medically fragile student. If after being assigned to a medically fragile student, an

employee has concerns regarding that student, the employee may call a meeting with his/her immediate supervisor.

- R. In an effort to keep the lines of communication open, the district and the association may meet bi-annually to discuss concerns during non-working hours with no compensation.

ARTICLE V

SENIORITY

- A. A newly hired employee shall be on a probationary status for the first ninety (90) days of employment, taken from and including the first day of employment following recommendation for a position.
- B. "*Seniority*" shall be defined as the length of an employee's continuous service within his/her respective classification from his/her first day of employment following recommendation for a position into that classification until such time as he/she moves out of that classification, at which time his/her seniority will be frozen in the previous classification.

First day of employment following recommendation for a position is defined as the first paid day of work in the classification.

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first day of employment following recommendation for the position. Seniority shall not transfer from one classification to another.

- C. An employee will lose their seniority for the following reasons:
1. The Employee resigns.
 2. The Employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
 3. The Employee retires.
 4. The Employee is on layoff for one (1) year or the length of his/her seniority whichever is greater but not to exceed two (2) years.
 5. The Employee fails to return from leave on the agreed upon date provided an extension has not been approved.
- D. Seniority shall be retained, but not accumulated, for an employee on an unpaid leave of absence pursuant to the Agreement or on layoff for a

period not to exceed one (1) year or the length of his/her seniority whichever is greater but not to exceed two (2) years. Seniority shall continue to accumulate for an employee on any approved paid leave of absence pursuant to this Agreement.

- E. Transfers Out of Bargaining Unit or Classification: Seniority shall be retained, but not accumulated, for an employee who transfers to a position outside of the bargaining unit within the school district providing the position is not a temporary or substitute position. That employee has the right to exercise the seniority that he/she had accumulated while he/she was a member of the bargaining unit. He/she has a right to return to the bargaining unit and displace the lowest seniored employee in the bargaining unit, in the event that such employee vacates his/her position outside of the bargaining unit.
- F. A seniority list shall be furnished to the Association on or about September 30th of each year. If the Association does not challenge the list within thirty (30) days of its publication, it shall be deemed as controlling in all matters relative to seniority until the list is published the following year. Such list shall contain each employee's name and date of hire for each classification.
- G. In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be first determined by total years of service in the district. If a tie still exists, employees shall be ranked in order of the highest four digit numbers taken from the last four digits of each employee's social security number.
- H. The bargaining unit's various classifications shall be as follows:
1. Cook
 2. Cook's Helper
 3. Cashier
 4. Chapter I Reading Associate
 5. Head Library Aide
 6. Library/Classroom Aide
 7. Lunchroom/Playground Aide
 8. Mechanic
 9. Bus Garage Assistant
 10. Custodian
 11. Maintenance/Repair
 12. Bus

Driver

Effective July 1, 1997 the classifications will be as follows:

1. Food Service
2. Aides
3. Custodial/Maintenance
4. Drivers

Each position will be posted and there are different qualifications for each position.

ARTICLE VI

VACANCIES, TRANSFERS AND ASSIGNMENTS

- A. A vacancy shall be defined as a newly created position or a present position that is not filled which the Employer does intend to fill. In the event the district is not going to fill a position, the district will notify the association.
- B. Notice of all vacancies in the bargaining unit shall be posted for at least five (5) working days. A posted vacancy will include the maximum number of hours rate of pay and classification. The posting will also include language which states, "Anyone interested in the posted position or a position of lesser hours within the classification should apply." There will only be one posting per classification, even if, as a result of a vacancy there is a transfer of personnel within the classification and the resulting vacancy differs in hours or location. The most highly qualified applicant for a particular vacancy will be selected by the district. However, when in the determination of the district, qualifications of both internal and external applicants are equal the internal applicant with most seniority will be granted the position. All applicants will be notified in writing of the district's decision.

A bargaining unit member who applies for a vacancy or a transfer may attach an updated resume and/or letters of recommendations to their letter of interest for the district's consideration.

- C. A newly promoted or transferred employee shall serve a probationary period of ninety (90) working days in the open position. The newly transferred or promoted employee shall immediately receive the probationary or present rate, whichever is higher, for the new classification if the transfer has been a promotion. During the time

period that the employee is serving the probationary period, the Board shall provide the employee with periodic written evaluations as to the employee's work performance.

During the probationary period the Employer may return the employee to his/her former position.

- D. The Board shall have the right to hire a temporary employee during the time that an employee who is covered by this Agreement is not on the job due to a paid or unpaid leave. If it is determined that a regular employee will not return to his/her job, that position will be posted pursuant to the Agreement. The Board shall also have the right to hire temporary employees to supplement the work force, which will not displace the current work force.
- E. The parties agree that involuntary transfers of employees shall be initiated to the extent the Board deems necessary.

ARTICLE VII

LAYOFF AND RECALL

- A. A layoff shall be defined as a necessary reduction in the work force as determined by the Board.
- B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee has been notified in writing at least twenty (20) working days prior to the effective date of layoff. Such notice will not apply when layoff is necessitated by millage failures, work stoppages or Acts of God.
- C. The reduction procedure shall be individually applied within each classification as follows:
 - 1. Probationary employees shall be laid-off first provided there are more senior employees who possess the qualifications to perform the job.
 - 2. In the event seniority employees must be laid-off, layoff shall be determined by the following order:
 - a. The least senior within the classification being reduced

A regularly scheduled run will be no less than (1 ½) one and one half hours in duration. If a driver completes a regular run in less than (1 ½) one and one half hours in duration, the bus supervisor may schedule bus driver duties to complete the (1 ½) one and one half hours working time.

- I. The definition of an extra run will be any athletic trip, field trip or any run that is not daily transportation of students from home to school or school to home.

Drivers will receive 15 minutes pre-trip time and 15 minutes post-trip time. Drivers are expected to clean and fuel the bus that was used for the extra run. The bus used for transportation on extra runs will be the same bus the bus driver normally drives for daily transportation, when possible and if practicable.

- J. The definition of a Vo-Tech run is a run from the school, to the Lenawee County Vocational and Technical Center, and then back to the school when the classes are dismissed. The driver will be compensated three (3) hours of pay at the regular run wage.

- K. The definition of a regular run will be the regularly scheduled transportation of students from home to school or school to home.

- L. The definition of a continuation run will be a regular run that needs to be extended and the duration of the run is over 1 ½ hours. Bargaining unit members will be compensated the regular run rate for any time worked over the 1 ½ hours as stated in Appendix A.

- M. Assignments for Shadow Aides: The building principal/secretary will contact the bargaining unit member that the student the member is assigned to will be absent on a particular day. Every effort will be made to re-assign the aide within the same building or within the system. The re-assignment for such day will be additional work other than their usual duties at the discretion of the building principal.

ARTICLE VII

LAYOFF AND RECALL

- A. A layoff shall be defined as a necessary reduction in the work force as determined by the Board.
- B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee has been notified in writing at least twenty (20) working days prior to the effective date of layoff. Such notice will not apply when layoff is necessitated by millage failures, work stoppages or Acts of God.
- C. The reduction procedure shall be individually applied within each classification as follows:
 - 1. Probationary employees shall be laid-off first provided there are more senior employees who possess the qualifications to perform the job.
 - 2. In the event seniority employees must be laid-off, layoff shall be determined by the following order:
 - a. The least senior within the classification being reduced, provided there are more senior employees, remaining within the classification who possess the qualifications to perform the duties of the position(s) available.
 - b. In the event an employee is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit. Should the employee be given one of the posted positions he/she shall retain the right to his/her job classification should a position become available for which he/she is qualified.
 - c. An employee reduced from a position in his/her present classification shall be retained at his/her request in a position in another classification in which he/she has previously accumulated seniority, provided there is a less

senior employee in that classification and the reduced employee possesses the qualifications to perform the job.

- D. Employees on layoff who are qualified shall be considered before the hiring of new employees outside the district for a vacant position in another unit classification.
- E. When there is a vacancy employees shall be recalled in order of greatest seniority within the classification from which they were reduced, or in order of greatest seniority within another classification in which they have accumulated seniority, provided the employee possesses the qualifications to perform the duties of the position to which he/she is being recalled to. In the event a tie exists, the employee with the greatest total years of service in the district shall be recalled first. In the event a tie still exists it shall be broken by the last four digits of the employee's social security number with the employee with the highest number having the most seniority.
- F. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records (which shall be conclusive in any disputes). A recalled employee shall notify the employer within five (5) days after the letter is registered as arriving as to the employee's acceptance or rejection and must report to work within three (3) days after such acceptance, exceptions may be made by the Superintendent. The Board may fill the position on a temporary basis until the recalled employee is to report back for work.
- G. An employee offered his/her former position who declines recall shall forfeit his/her seniority rights.
- H. Employees shall remain on the recall list for a period of one year or the length of their seniority whichever is greater but not to exceed two years.
- I. Probationary employees have no recall rights.
- J. Employees who have their hours reduced by one hour or more shall have the right to bump the least senior employee within his/her classification occupying a position the senior employee can properly perform who is scheduled as many hours per week/annually. An employee bumped by the operation of the above sentence shall have the right to bump the least senior employee within his/her classification occupying a position the senior employee can properly perform.

ARTICLE VIII

PAID LEAVES

- A. Employees covered by this Agreement will accrue sick days on the following basis:

Bus Drivers: Will receive 9 sick days per year.

Custodial/Maintenance, Aides/Paraprofessionals: 10 days per year, 50 days accumulation.

Food Service: 10 days per year, 60 days accumulation.

(Employees with 10 days per year -- after 5 yr. -- 11 days; after 10 years -- 12 days).

1. Days will be credited at the beginning of each work year. A day is defined as the length of the employee's regularly scheduled work day.
2. Sick leave shall be granted to an employee when they are incapacitated from the performance of their duties by illness, injury, and disability (including maternity). A physician's statement may be required at the discretion of the Employer. Each employee will be able to use three (3) sick days for family illness. "Family" is defined as parents, spouse or children.
3. It is the responsibility of each employee to report unavailability for work prior to their normal starting time. Each employee shall at the time of reporting an absence state the reason for the absence, where the employee may be reached, and the anticipated length of absence.
4. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall be subject to progressive discipline up to and including discharge. Disciplinary action shall be appropriate to the behavior which precipitated said action and might begin at any level.

- B. Sick Time Payoff:

Unused days at the end of the year or beyond accumulation will be paid based on the following:

Bus Drivers	Paid at per diem
Custodial/maintenance, Head Bus Mechanic Repairman, Bus Garage Aide/ Paraprofessionals	15%
Food Service	15%

Payoff for drivers for sick time and personal business will come at the end of the year to active and current employees.

- C. Upon separation or retirement after ten (10) continuous years of service unused days will be paid for 20% of their accumulation
- | | |
|-------------|------------------|
| Bus Drivers | Paid at per diem |
|-------------|------------------|

Custodial/maintenance, Head Bus Mechanic Repairman, Repairman	20%
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Food Service	20%
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- D. Three (3) personal business days shall be granted per work year. Personal business is interpreted to be legal or business matters which cannot be conducted outside of regular working hours. Days must be requested in writing five (5) days in advance or in case of emergency may be waived by the Superintendent. If requested by the employee, a sealed envelope will be used for delivery of personal business day form(s). The request shall state the nature of the business and if confidential, the employee may discuss it with the Superintendent. Personal business days may not be used for social, recreational or other non-essential reasons such as seeking other employment.

At the end of the year unused personal days shall be added to accumulated sick leave except for drivers, working three (3) hours or more who will be paid their per diem. Failure to grant a business day will not be subject to the grievance procedure.

- E. Worker's Compensation. An employee receiving Worker's Compensation pay and electing to receive supplemental pay will provide copies of check receipts to the District within ten (10) days of receiving checks. The Employer will pay the difference between Worker's Compensation and the employee's regular weekly expendable income for a period not to exceed the number of days of his/her sick leave accumulation. Seniority will continue to accrue while on worker's

compensation. In every other respect, worker's compensation shall be considered an unpaid leave without Board paid benefits, sick leave accrual, vacation accrual, holiday pay, etc.

F. Bereavement. Paid leave days may be utilized for the following reasons:

1. Up to five (5) days shall be authorized for funeral and bereavement due to death of a spouse, child, step-child, parent, brother, or sister.
2. Up to three (3) days shall be authorized for funeral and bereavement due to death of a grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, or sister-in-law.

Additional days may be granted under Section F. (1 & 2) at the discretion of the Superintendent or in his/her absence, the Superintendent's designee. The granting of such days shall not be deemed precedent setting. The denial of such days is not subject to the grievance procedure.

G. Any bargaining unit member called to testify by the Association during work hours in any work related matter, including attendance during a fact-finding proceeding, with the approval of the Superintendent, shall suffer no loss of compensation due to his/her absence from his/her regular duties of employment for the time required. Such approval shall not be deemed precedent setting nor subject to the grievance procedure.

H. Jury Duty. Any bargaining unit member called for jury duty, or who is subpoenaed to testify on behalf of the Board during work hours in a work related matter, shall suffer no loss of compensation due to his/her required absence from his/her regular duties of employment for the time required. If bargaining unit members are summoned and report for jury duty, they shall be paid the difference between the amount they receive as a juror and their normal pay, provided they make themselves available for work within their regular work schedule when not occupied for jury duty. It is understood and agreed that bargaining unit members shall be required to report to work on any and all days when they are not sitting as a juror. To be eligible for jury duty pay differential, bargaining unit members must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates they received pay for jury duty.

- I. Sick leave and personal business which happen to occur on an Act of God day will be charged if a substitute is paid for the day.
- J. Any benefits for which part-time employees are eligible will be prorated based on time worked, i.e., employees working one day per week will received a 20% benefit.

ARTICLE IX

UNPAID LEAVES

- A. Medical Leave. An employee whose incapacitation extends beyond the time compensated under Article VIII, Section A., shall be placed on an unpaid leave for up to one year from the last day the employee received a paid sick leave day. Extensions may be made upon application to the superintendent whose decision shall be final. The employee must provide a statement from his/her medical or osteopathic doctor of the necessity and length of time for such absence including return to work when the same is requested by the Employer. The Employer reserves the right at their expense to require a second opinion from a Board appointed physician.
- B. Maternity Leave. After exhausting accumulated sick leave as provided under Article VIII, Section A., unpaid leaves will be available to an incapacitated pregnant employee as follows. A physician's certification of a pregnant employee's medical inability to continue working and/or to return to work subsequent to delivery may be required by the Employer prior to the granting of a maternity leave; a physician's certification substantiating an employee's ability to return to work subsequent to a maternity leave will be required by the Employer. The duration of a maternity leave will be determined based upon the physician's certification of the employee's ability to safely perform her regular job. An employee may continue working subsequent to her fifth (5th) month of pregnancy, subject to continued certification by her physician that she is able to safely perform her regular job, which certification shall also specify the period of time during which the employee may continue to work. The Employer may require that an employee seeking to continue working during pregnancy or to take/continue a maternity leave or to return to work subsequent to pregnancy satisfactorily complete a physical examination paid for by the Employer and administered by a physician chosen by the Employer.

C. Personal Leave. An employee may be granted a personal leave of up to six calendar months without pay, but such leave shall not be to seek or secure employment elsewhere. An employee wishing a personal leave of absence shall apply in writing to the Superintendent stating the reason for the leave. The granting of such personal leaves is discretionary with the Superintendent, is not subject to the grievance procedure, and it is understood that the Superintendent will grant such request only when he/she determines that the services of the employee are not required by the District. The Superintendent may extend such leaves if the employee requests an extension in writing at least five (5) days prior to the expiration of the original leave or extension. Once any personal leave is approved, the employee is entitled to take that leave, absent bona fide emergency.

D. Dock Days. Approval of dock days must be made by the Superintendent. The granting of such days shall not be deemed precedent setting. The denial of such days is not subject to the grievance procedure. All bus driver dock days used will be deducted from sick/personal time. Sick days to be deducted first.

Dock days are the unusual exception and will not be granted lightly. Any employee who misrepresents the use of dock days will be subject to disciplinary action up to and including discharge.

E. Family Illness Leave. Unpaid leaves of absence may be granted for up to one year for a serious illness in the employee's immediate family, which includes husband, wife, children, step-children, or parents residing in the employee's household and requiring the care and attendance of the employee. The required care must be such as would be prescribed by a physician or required for incompetency or incapacitation of the relative requiring care. The right to grant or reject a Family Illness Leave rests solely with the Superintendent. The granting of Family Illness Leave shall not be deemed precedent setting. The denial of such days is not subject to the grievance procedure.

F. Military Service Leave. Military unpaid leaves of absence shall be granted in accordance with applicable laws. The reinstatement rights of any employee who enters the military service of the United States by reason of an act of law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provision of the law granting such rights.

- G. National Guard or Armed Forces Leave. Unpaid leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event the employees are ordered to active duty, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
- H. Application for Leave. Any employee interested in applying for an unpaid leave of absence must submit a written application to the Superintendent which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.
- I. Unpaid leaves shall be without Board paid benefits.
- J. During an authorized unpaid leave of absence, the Board reserves the right to fill the position of the absent regular employee with a substitute. Upon expiration of the leave, the employee will be returned to his/her position if in existence, or if not, to a comparable position. Return shall be subject to the operation of the reduction of personnel procedures of this agreement.
- K. Seniority shall not accrue during unpaid leaves of absence.
- L. Any employee who willfully misrepresents the facts pertaining to an absence for the purpose of qualifying for benefits under any unpaid leave provisions of this Article shall forfeit all benefits or rights he/she may have accrued under the provisions of this Article. If such offense is repeated, it may constitute grounds for dismissal.
- M. At least fifteen (15) calendar days prior to the date a leave is scheduled to expire, the employee shall notify the Superintendent of his/her intent to return to work. Failure by the employee to give notice of return shall be deemed a resignation.
- N. Family and Medical Leave Act of 1973: The Employer agrees to follow the provisions of the Family and Medical Leave Act of 1993 (FMLA).

As prescribed and required by the FMLA, the Employer will provide insurance benefits as per Article XIII of this Agreement. If an employee does not return to work after the leave, payment for fringe benefits shall be deducted from any severance pay that the employee is entitled to as provided by the statute. Before allowing any leaves for medical purposes under the FMLA, the Employer may required the employee to

obtain a second and/or third medical opinion or provide any necessary documentation for the need for such a leave from an Employer appointed physician. Any second or third opinion will be paid for by the Employer, if not covered by insurance. Any paid leave days provided for in the Master Agreement shall count toward the 12 week period provided for in the FMLA. Any Paid Vacation, paid personal leave, or paid sick leave provided for under the Master Agreement must be exhausted before the employee is eligible for an unpaid leave (to a combined maximum of 12 weeks as per the FMLA). Any alleged Employer violations of the FMLA shall be dealt with under the procedures set up in the FMLA and are not subject to the grievance procedure contained herein.

ARTICLE X

HOLIDAYS

- A. All full year employees shall have the following days off with pay unless school is in session on the day. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day at the option of the Employer.

Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas Day

New Year's Eve
New Year's Day
Good Friday
Memorial Day
July 4

B. General Provisions

1. For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.
2. An employee must work the entire last regularly scheduled work day preceding and following the holiday in order to receive holiday pay unless the employee has an approved vacation preceding or following a holiday, or was on a sick day.
3. Probationary employees shall be eligible for paid holidays.

ARTICLE XI

VACATIONS

- A. All fifty-two (52) week employees starting initial employment during the fiscal year shall earn one (1) day of vacation for each complete month worked to the end of that fiscal year but not exceeding five (5) days. Days may be taken after July 1, as scheduled below.

Upon completion of one complete fiscal year of service (July 1 - June 30) all fifty-two (52) week employee will receive five (5) full working days of vacation with pay. Days may be taken after July 1, as scheduled below.

Upon completion of two complete fiscal years of service through the fifth year, all fifty-two (52) week employees will receive ten (10) full working days of vacation with pay. Days may be taken after July 1, as scheduled below.

After five (5) years of service, one extra day of vacation for each year of service will be granted in accordance with the following maximums:

Custodian and Repairman Max	6 yrs. + 1 day per year to of 20 days
Bus Garage Assistant	6 yrs. + 1 day per yr. to Max of 15 days
Head Bus Mechanic	6 yrs. + 1 day per yr. to Max of 20 days

Employees hired after December 5, 1991: After ten (10) years of service, one extra day of vacation for each year of service up to fifteen days will be granted in accordance with the following schedule:

11 years	--	11 days
12 years	--	12 days
13 years	--	13 days
14 years	--	14 days
15 years	--	15 days

- B. Vacation requests shall be submitted to the supervisor at least ten (10) days prior to the vacation date. Vacations will be granted to the person/persons requesting first. Employees cannot be bumped from vacation dates once they are scheduled.
- C. The Superintendent shall have the authority to grant or deny the period of time requested. No vacations shall be authorized during the two (2) weeks prior to the start of school in the fall.

If vacation days are not used during the fiscal year they shall be lost.

ARTICLE XII

GENERAL

- A. Any employee desiring to resign shall file a letter of resignation with the Superintendent of Schools at least ten (10) working days prior to the effective date of such resignation.
- B. Employees who are directed by the building principal or immediate supervisor to use their own car for carrying out responsibilities for the school system shall be reimbursed for their mileage at the regular rate and procedure as established by Board policy.
- C. Uniform Allowance: Food service employees and custodians will be provided a \$200 uniform allowance. The district will purchase shirts/tops after the parties have mutually agreed on color, style, etc. The remaining balance will be evenly distributed by October 30th and is to be used for purchasing shoes and pants. Any initial silk screening set-up charges will not be applied against the \$200 allowance.

The current uniform arrangements for Head Mechanic, Bus Garage Assistant and Repairman shall continue.

- D. Deductions. The Board agrees to make available to the employees covered by this Agreement any payroll deduction services, which are available through the School District, such as Savings Bonds, Credit Union, Board approved insurance options, annuities, etc.
- E. Physical Examination. The Board agrees to pay the full cost of any physical examination by the Employer's selected physician required of new employees who are hired by the Board. Current employees who

are required to have a physical examination may at their option have their own physician conduct the examination and the Board shall reimburse the employee up to the cost of the Board Physician's fee. Employees so effected will be notified prior to the physical examination of the board paid amount for the physician's examination. The physical examination of the board paid amount for the physician's examination. The Board reserves the right to require a second or third option as per Article IX N.

ARTICLE XIII

INSURANCE PROTECTION

A. Insurance Coverage:

The Board shall provide without cost to employees who normally work eight (8) hours or more per day, eleven (11) months per year, insurance for a full twelve-month period for the employee and his/her eligible dependents including sponsored dependents as defined by the insurance carrier and its underwriter.

Eligible employees shall be provided the following benefits:

PLAN A

MESSA Super Q 100 Health Insurance (managed care)
with \$5,000 Basic Life Insurance

Delta Dental Class I, II & III 50%; I and II: \$1,000
annual Max: III: \$1,000 lifetime Max

VSP I (vision coverage)

Life Insurance \$5,000 w/AD&D

(In addition to life w/health plan)

Employees not electing health insurance will select PLAN B

PLAN B

Delta Dental Class I, II & III 50%; I and II: \$1,000 annual Max: III: \$1,000
lifetime Max

VSP I (vision coverage)

Life Insurance \$5,000 w/AD&D

\$100/month per Section 125 Cafeteria Benefit Plan

B. Insurance Bidding: The District reserves the right to change insurance administrators and/or underwriters during the term of this agreement without prior negotiations with the Union. However, the District will provide at least 30 days notice that a change will be made. The determination to change insurance administrators and/or underwriters is not subject to the grievance procedure provided reasonably similar coverage according to the plan certificate booklet(s) is maintained in the conversion.

C. Insurance Caps: Effective July 1, 1997 the Board will pay the increase in the insurance premiums up to a maximum of 7% over the 1996-97 premium. Any increase beyond 7% shall be borne by the bargaining unit members equally through payroll deduction.

Effective July 1, 1998 the Board will pay the increase in the insurance premiums up to a maximum of 7% over the 1997-98 premium. Any increase beyond 7% shall be borne by the bargaining unit members equally through payroll deductions.

D. Insurance Claims Disputes: All claims submitted are subject to the terms set forth by the insurance administrator and underwriter. As such, any claims disputes are, therefore, not subject to the grievance procedure.

E. Eligible employees, as set forth herein, are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrator or underwriter.

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

ARTICLE XIV

JOB DESCRIPTIONS AND NEW JOBS

- A. For each classification, job descriptions will be developed by the Employer after consultation with the Association. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:
1. Job Title
 2. Minimum requirements
 3. A statement of required tasks and responsibilities

Evaluations of bargaining unit members' work performance shall generally be based upon said job description.

- B. New Jobs. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union of the classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation. Such jobs may be filled on a temporary basis as provided for in the Agreement.

ARTICLE XV

SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

- A. The Union and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid,

encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the District.

- B. The District agrees it will not lock out employees during the term of this agreement. This provision shall not be construed to prohibit the District from sending employees home during a strike by another labor group or by the Union and/or certain of its members in violation of Section A.
- C. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices that are inconsistent with this agreement, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the district and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- D. If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, or is compliance with enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Article shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XVI

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article;

1. The termination of services of or failure to re-employ any probationary employee.
 2. Employee evaluations.
 3. Any matter for which there is recourse under State or Federal statutes.
- C. The term "days" as used herein shall mean days in which school is in session. Time limits may be extended upon written mutual agreement between the parties.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants or Union steward;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violations;
 4. It shall cite the section or subsections of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.

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

E. Procedure:

1. **Level One:** An employee alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence (or the time the employee had knowledge of the occurrence) orally discuss the grievance with his/her supervisor.

If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and file with his/her supervisor within eight (8) days of the initial discussion.

Within five (5) days of receipt of the written grievance, the supervisor shall render a decision in writing.

If no resolution is obtained, the employee shall proceed within five (5) days of receipt of the supervisor's decision to **Level Two**.

2. **Level Two:** A copy of the written grievance and the supervisor's decision shall be filed with the Superintendent or his designated agent. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion the Superintendent or his/her designated agent shall render his decision in writing.
3. **Level Three:**
 - a. Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within five (5) business days from date of receipt of the decision rendered by the Superintendent of Schools, and the Board of Education shall meet with a Uniserv Director of the Association at a time mutually agreeable to them.
 - b. The Board of Education shall give their decision in writing relative to the grievance within ten (10) working days of their meeting with the Uniserv Director of the Association.
4. **Level Four:**
 - a. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance must be submitted to the Association.
 - b. If the Association is not satisfied with the disposition of the grievance, the grievance may be submitted to the American Arbitration Association in accordance with their rules which shall likewise govern the arbitration proceedings.
 - c. The Arbitrator, the Association, or the Employer may call any relative person as a witness in any arbitration hearing.

- d. Each party shall be responsible for the expenses of the witnesses that they may call.
- e. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of the Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto.
- f. The fees, expenses and filing fees of the Arbitrator shall be shared equally by the Board and the Association.
- g. Neither party shall be permitted to present in the arbitration hearing any evidence, whether written or oral, that had not been disclosed to the other party in any of the previous steps of the grievance procedure.
- h. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- i. The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the Employer, and the Association, subject to review in accordance with the applicable standards for judicial review.
- j. If the grievance is processed to arbitration, the parties may mutually agree to submit the grievance to expedited arbitration under the rules of the American Arbitration Association.
- k. The parties may mutually agree to an arbitrator outside of the list provided.
- l. An award in any one case will not require retroactive adjustment in any other instances not in dispute in the case at hand.
- m. The arbitrator shall have no power to issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed.

ARTICLE XVII

EVALUATION

- A. Each employee shall be apprised of evaluation criteria derived from contractual job descriptions, at the time of his/her employment.
- B. Each employee shall be formally evaluated by his/her immediate supervisor no less than once every two years.
- C. A copy of the written evaluation shall be given to the employee during a conference within ten (10) days of the evaluation. If deficiencies are observed, they shall be specifically noted along with recommendations for improvement.
- D. The employee's signature does not necessarily mean that he/she agrees with the evaluation. The employee may submit additional comments to the evaluation which shall be attached.
- E. Evaluation is not to be used as a disciplinary tool.

ARTICLE XVIII
DURATION OF AGREEMENT

This Agreement shall be effective upon ratification of both parties and shall continue in effect until the 30th day of June, 1999. For the 1996-1999 contract, an adjustment shall be paid to all members of the bargaining unit, including members who leave prior to ratification by the parties.

ONSTED EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION, MEA/NEA

ONSTED BOARD OF EDUCATION

By: *Janet K. Kleeck*

By: *Raymond Gordon*

By: *Mary C. Edwards*

By: *Thomas P. Davis*

By: *Katherine Kelley*

By: *Paul White*

APPENDIX A COMPENSATION

Step	1996-97					1997-98					1998-99				
	0	1	2	3	4	0	1	2	3	4	0	1	2	3	4
Custodian	8.77	9.20	10.29	10.69	11.40	8.99	9.43	10.55	10.96	11.69	9.21	9.67	10.81	11.23	11.98
Playground Aide	7.94	8.44	8.93	9.45	9.91	8.14	8.65	9.15	9.69	10.16	8.34	8.87	9.38	9.93	10.41
Asst Playgr Aide	5.30	5.63	5.93	6.25	6.56	Class Room Aide Rate									
Library Aide/Charge	7.98	8.93	9.91	0.00	0.00	8.18	9.15	10.16	0.00	0.00	8.38	9.38	10.41	0.00	0.00
Lib Aide	6.99	7.34	7.44	7.64	7.70	7.16	7.52	7.63	7.83	7.89	7.34	7.71	7.82	8.03	8.09
Classroom Aide	6.73	7.06	7.15	7.35	7.42	6.90	7.24	7.33	7.53	7.61	7.07	7.42	7.51	7.72	7.80
Cooks	8.78	9.49	10.10	10.44	10.82	9.00	9.73	10.35	10.70	11.09	9.23	9.97	10.61	10.97	11.37
Cook's Helper	8.78	9.49	9.86	10.10	10.31	9.00	9.73	10.11	10.35	10.57	9.23	9.97	10.36	10.61	10.83
Cashiers	8.78	9.49	9.86	10.10	10.31	9.00	9.73	10.11	10.35	10.57	9.23	9.97	10.36	10.61	10.83
Repairman	10.50	11.00	11.49	12.03	12.64	10.76	11.28	11.78	12.33	12.96	11.03	11.56	12.07	12.64	13.28
Mechanic	11.76	12.00	12.26	12.88	13.52	12.05	12.30	12.57	13.20	13.86	12.35	12.61	12.88	13.53	14.21
Bus Garage Assistant	8.69	9.13	9.60	10.06	10.59	8.91	9.36	9.84	10.31	10.85	9.13	9.59	10.09	10.57	11.12
Bus Driver	8.84	9.71	10.37	11.29	12.30	9.06	9.95	10.63	11.57	12.61	9.29	10.20	10.90	11.86	12.93
LR/Cust Aide	5.75	6.05	6.40	6.63	6.87	Class Room Aide Rate									
Extra Run	9.00							9.23					9.46		

Bus Drivers: A regular run shall be based on 1.5 hours. The Vo-Tech run shall be paid as a double run.

1. Wages shall be paid in twenty-one (21) equal installments for employees working the regular school year who are currently on twenty-one (21) or twenty-six (26) pays. Current employees may elect the option of being paid for actual hours worked. All new hires shall be paid based on actual hours worked.
2. **Food Service** -- Certification Pay: will be a flat fee of \$95.00 per year.
3. **Longevity:** Food Service -- (Cooks, Cooks Helpers and Cashiers)

\$100.00 will be paid after five (5) continuous years of service.

\$150.00 will be paid after ten (10) continuous years of service.

\$200.00 will be paid after fifteen (15) continuous years of service.

Bus Drivers:

\$55.00 will be paid after ten (10) contains years of service.}

\$110.00 will be paid after fifteen (15) continuous years of service.

\$165.00 will be paid after twenty (20) continuous years of service.

A separate longevity check shall be issued each year prior to the December recess.

Employees hired after December 5, 1991 shall not receive longevity.

4. Employees shall be moved from one step to the next at the beginning of the fiscal year. In order to be credited for a year, the employee must have worked 120 days in the previous fiscal year.

APPENDIX B

BUS INFORMATION

A. Reporting Pay

Any employee called or permitted to come to work to drive an extra trip without being notified that there will be no extra trip shall be paid two (2) hours pay.

B. Distribution of Extra Runs

1. Definition: Runs will be posted in chronological order by Wednesday at 3:30 p.m. Trips the supervisor receives after that time will be listed in the "late trip" section of the "Extra Trip Sign-Up Sheet" in the order the supervisor received them. Weeks that the calendar is shortened (i.e., Thanksgiving, Easter, or any other shortened week) the super-visor will post forty eight (48) hours prior to the last work day and assign trips on the last work day.
2. All interested drivers shall sign up on the Extra Run List whose names shall then be arranged on the basis of seniority. Probationary drivers shall be eligible for extra runs based on their probationary seniority date. When an Extra Run is scheduled, the Transportation Supervisor shall post the run and drivers interested shall sign up, with the trip assigned to the next interested driver in rotation. Any more senioered driver in rotation not signing up for the trip shall be passed over and shall retain their rotational position on the list.
 - a. All known summer trips will be chronologically posted and assigned the last day of school. Cancellation of these trips are not subject to trip cancellation pay or the grievance procedure. The transportation supervisor will notify the driver if the trip is canceled. Failure to notify is not subject to the grievance procedure.
3. The Board shall post on the employee bulletin board the name of the employee or employees who are awarded the extra trip or trips.
4. An employee who drives an extra trip shall be paid a minimum of two (2) hours pay, or the actual pay for the time of the extra trip, whichever is greater.
5. If an extra trip is canceled the bargaining unit member effected will be given seniority prior for the next available trip(s). If more than one trip is canceled, seniority will prevail.

6. **Short Notice Trips:** The definition of a short notice trip is an extra run that cannot be placed on the regular Trip Sheet because there is not 48 hour notice.

The district's transportation department must have at least one regular am route time period or one regular pm route time period so the run may be posted. An am route is 6:30 am to 8:00 am. A pm route is 2:30 pm to 4:00pm.

In the event there is a short notice trip, the trip will be posted on a distinctive, colored form and posted in a visible place. The posting will list the trip destination, departure time, the group involved, the return time, any special information relating to the trip and the regular run rate as stated in Appendix A.

Bargaining unit members interested in the trip will sign up on the short notice trip form. The bargaining unit member next in rotation with highest seniority will be awarded the trip.

Emergency Trips: An emergency trip will be defined as a request received by the district's transportation department with less than one am or pm bus route time period. The transportation director may appoint any bargaining unit member to drive this type of a trip at the extra run rate of pay.

7. If a problem arises regarding the assignment of extra runs, the parties agree to re-open Section B. 2. of Appendix B.

C. Bus Certification Tests

The Board shall pay for full cost of the Bus Certification Tests, including tuition, plus pay the employee the extra trip rate of pay for attending the Bus Driver's School as required by the State of Michigan.

D. Student Misbehavior

Any case of student misbehavior or assault against a driver shall promptly be reported to the Transportation Supervisor.

E. Job Related Duties

The Board shall pay the employees at the Extra Run rate of pay for all time worked for any job related duties beyond their regular contracted time, which are required of the Employee by the Board.

F. Expense Allowance

The Board shall reimburse the employee the cost of all admission tickets for an event in which the Bus Driver drives to, provided the driver is authorized to attend such event.

G. Breakdown Time

The Bus Driver shall be paid Extra Run wages for all time in excess of regular contracted time on the driver's regular run, for all time in which the Bus Driver is required to remain with his bus due to an emergency situation or for time necessary to assist another driver in an emergency situation.

H. Bus drivers shall maintain copies of their regular route maps in a designated area in the bus garage for use by substitutes.

I. Alcohol/Drug Testing for Bus Drivers

1. The Board will comply with the provisions of the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations. Compliance disputes are not subject to the grievance procedure with the exception of any alleged violation of section I-2 and I-3.
2. The Association has the right to send one representative to any training session conducted for supervisors or other managers as required by the Act. Attendance will be without pay. Pay that is lost due to missing runs will not be made up.
3. All time spent by a bus driver in testing and necessary travel time to/from the testing site will be paid at the extra trip rate (Appendix A) When a driver misses a regular bus run because of testing, the driver will be paid either at the extra trip rate or what would have been made on the regular run, whichever is higher. If a driver is still employed by the District after testing positive, pay for any follow-up testing will not be provided unless required by a medical doctor to make a final determination as to the accuracy of the positive test.

APPENDIX C

There is hereby established an advisory committee composed of association and board representatives to study the issue of insurance for part-time employees.

