

3901

6/30/98

PEWAMO-WESTPHALIA EDUCATIONAL SUPPORT PERSONNEL

ASSOCIATION/MEA/NEA

TA/CHANGES ONLY

JULY, 1997

PLEASE NOTE: MUST BE HERE
MEETING AT 1:00 P.M. ON JULY 16TH AT SCHOOL FOR VOTING

Pewamo-Westphalia Community School

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3701

6/30/97
Changes until 6/30/98

ARTICLE I
AGREEMENT

This Agreement entered into this ____ day of _____, 199 __, by and between the Pewamo-Westphalia Education Support Personnel Association MEA/NEA, hereinafter called the "Union" and Pewamo-Westphalia Community School's Board of Education, hereinafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

Pewamo Westphalia Community School

ARTICLE 2

PURPOSE

2.1 Agreement

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

2.2 Maintenance of Standards

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement shall be superseded and replaced by this Agreement, except that no employee shall suffer any loss or reduction in benefits nor have less favorable conditions than the highest conditions in effect for such employee at the time this Agreement is executed.

ARTICLE 3

Recognition

3.1 Bargaining Unit Defined

The Board hereby recognizes the Michigan Education Association/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), for all Aides/Paraprofessionals, Secretarial/Clerical, Transportation, Food Service, and Custodial/Maintenance employees of the Pewamo-Westphalia Community Schools. Excluded are one confidential secretary to the superintendent, supervisors, substitutes and all other employees.

3.2 Employees

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

- a. Full-time: A bargaining unit member who is employed at least thirty five (35) hours per week and working 220 or more days/year.
- b. Part-time: A bargaining unit member who is employed less than thirty five (35) hours per week and not working 220 days minimum per year.
- c. Probationary: A bargaining unit member who is employed to fill a full or part-time position for a trial period of thirty (30) calendar days.

d. Substitute: An employee who is employed to fill a full or part-time position on a per diem basis while the regular bargaining unit member is absent or on approved leave.

e. School-year employee: A bargaining unit member whose employment follows the school student calendar.

f. Full-year employee: A bargaining unit member who is employed to work on a twelve (12) month basis.

g. **Extended-year employee: A bargaining unit member who is employed at least 210 days/year and less than 260 days/year.**

3.3 The Board agrees to not negotiate with any other support staff organization other than the Union for the duration of this Agreement.

3.4 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 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 disciplinary action.

The District agrees it will not lock out employees during the term of this agreement.

ARTICLE 4

Extent of Agreement

4.1 Severability

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

4.2 Individual Agreements

Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

5.5 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, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agent in complying with this Article.

5.6 Payroll Deduction

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, Cafeteria Plan, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Union and the Employer.

5.7 The Union shall be responsible for the remission of members' dues/fees to the state and national associations.

6.4 Union Leave

The Union shall be granted up to seven (7) days annually of Union leave time to be distributed among its members for the purpose of conducting Union business at the Employer's expense. The Union shall access this time by written notice to the Employer by the Union President.

6.5 Competing Organizations

The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

6.6 Union Representation

The Union shall notify the District in writing, Union officers and Association representatives. The District will not be required to recognize any other District employee for the purpose of conducting Union business.

ARTICLE 7

Employer Rights

A. In order to carry out its responsibility for the development and operation of education programs providing best possible educational opportunity for the Pewamo-Westphalia Community Schools consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:

1. The supervision, direction, and control of the management and administration of the school system, its properties and facilities.

2. The right to hire all employees and subject to the provisions of the law to determine their qualifications, to discharge, demote or otherwise discipline employees for reasonable and just cause and to promote and transfer employees.

B. The exercise of the foregoing, powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

ARTICLE 8

Bargaining Unit Member Rights and Protections

8.1 Right to Organize

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et. seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer; his/her institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulations, or otherwise with respect to any terms of conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Union at any time by the Employer.

8.2 Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal Laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

8.3 Personal Life

The bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.

8.4 Non-discrimination

The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.

8.5 Discipline and Discharge

No bargaining unit member shall be disciplined arbitrarily or capriciously. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges. Any such discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed.

8.6 Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. Any complaint not called to the attention of the bargaining unit member, within five (5) work days, may not be used in any disciplinary action against the bargaining unit member.

8.7 Response to Discipline

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

8.8 Representation

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised of said possibility and shall be advised by the Employer of the employee's right to representation.

8.9 Discipline System

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

- a. Verbal warning by appropriate administrator.
- b. Written warning by appropriate administrator.
- c. Written reprimand by appropriate administrator.
- d. Suspension with pay pending a hearing.
- e. Suspension without pay.
- F. Dismissal for arbitrary and capricious acts.

8.10 Personnel Files

A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Union accompany him/her in such review. Other examinations of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Union representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings.

No material including, but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material and the complaint has been validated by the Employer. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

8.11 Adverse Material

Adverse material, including complaints and letters of reprimand, may be removed from the personnel file four (4) years after their issuance by the employee with administration present.

8.12 Assault

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property while at work shall be promptly reported to the Employer. The Employer shall promptly render all necessary assistance to the bargaining unit member, to prevent injury and loss of property. The Employer will reimburse the bargaining unit member for the cost of legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities. The employer shall reimburse any bargaining unit member up to five hundred dollars (\$500) during the course of one (1) calendar year for damages to or destruction or loss of the bargaining unit member's vehicle, clothing and/or watches and/or jewelry, provided such damage, destruction or loss occurred on school premises and was not occasioned by the negligence of the bargaining unit member.

8.13 Sexual Harassment

a. Sexual harassment against (or by) bargaining unit members will not be tolerated in the district's employment practices (and/or) educational programs or activities.

b. Member Protection

Any bargaining unit member accused of sexual harassment shall be entitled to all the protection of this agreement, including Union Representation, Personnel File, and Complaint Procedures.

c. Process

Any bargaining unit member who is dissatisfied with the Employer's response to his/her complaint of harassment may file a grievance. However, whenever resort to the grievance procedure would result in the accused harasser hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The District assures employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the District permit or engage in retaliation of any kind against any employee who initiates a complaint.

8.14 Accommodation

The Employer shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped individual, unless the Employer can demonstrate that the accommodation will improve an undue hardship on the operation of the program.

- a. Reasonable accommodation may include:
 1. Accessibility of district facilities
 2. Job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, the provision of readers or interpreters or other similar actions.
- b. If the cost of proposed accommodation is less than or equal to the cost limitations set forth in sections 210(5) and (11) of the HCRA, the accommodations will not be considered an undue hardship. In the event that the cost of the accommodations exceeds the cost limitations set forth above, the parties will look to the factors set forth in the Americans with Disabilities Act and section 504 of the Vocational Rehabilitation Act to determine whether the accommodation is reasonable and not an undue hardship.

ARTICLE 9 GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation of the expressed terms and conditions of this contract.
- B. The Union shall designate one steward per building to handle grievances at Level 1.
- C. The term "days" as used herein shall mean work days.
- D. Written grievances shall be submitted on Grievance Report Form, Appendix B.

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

- E. Level One - An employee alleging a violation of the express provisions of this contract shall within ten (10) days of its occurrence or knowledge of its occurrence orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same. The Association Representative may be present during these discussions if requested by the grievant.

If no resolution is obtained within three (3) days of the discussion, the Association Representative shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Union representative to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, and the Union representative.

F. Formal Level Three: If no decision is rendered at Level Two within five (5) days of the discussion, or the decision is unsatisfactory at Level Two to the grievant, the grievant shall within five (5) days appeal same to the Board of Education. Upon written application the Board shall allow the Union an opportunity to be heard. Within one month from the hearing of the grievance, the Board shall render its decision in writing. No individual employee shall have the right to process a grievance to level Three.

G. Formal Level Four: If the Union is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been made within the period provided above, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

H. General arbitration Provisions:

1. The arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

2. It is expressly understood that no grievance arising subsequent to the expiration date of this agreement shall be arbitrated absent mutual agreement between the parties.

3. The cost of the arbitrator shall be divided equally between the parties.

4. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

I. Restrictions on the Arbitrator's Authority: The arbitrator shall have no power to:

1. Rule on an issue previously barred from the scope of the grievance procedures.

2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.

3. Award compensatory of punitive damages.

4. Establish wage schedules.

J. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, or leave the employ of the board, all further proceedings on a previously instituted grievance shall be barred.

K. The Union shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their express approval in writing thereon.

L. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a employee or a participating Union representative are to be at their assigned duty stations except as agreed by the parties. In such instances employees will suffer no loss of pay.

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

N. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration of this agreement may be processed through the grievance procedure until resolution. Subsequent to the expiration date of this agreement, grievances are subject to the restrictions detailed in section H(2).

O. Expedited Process

The Union and the board may reach agreement to process a grievance via the following expedited grievance procedure:

a. The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five (5) calendar days after submission, the Superintendent or his/her designee shall schedule a meeting with the Union in an effort to resolve the dispute.

b. If the dispute is still not resolved to the Union's satisfaction within seven (7) calendar days of the initial hearing the Superintendent may request a board hearing or grant request for binding arbitration, under the rules of the American Arbitration Association for expedited arbitration. Both parties agree to be bound by the decision of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

Appendix B

GRIEVANCE REPORT FORM

Grievance# _____ Pewamo-Westphalia Community Schools

Distribution of Form

1. Superintendent
2. Supervisor
3. Union
4. Grievant

Building	Assignment	Name of Grievant	Date Filed
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LEVEL ONE

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance:

3. Relief Sought:

Association Representative

Signature of Grievant Date

C. Disposition of Supervisor:

Signature

Date

D. Disposition of Grievant and/or Union:

Signature

Date

(If additional space is needed in reporting Section B of Step 1, attach an additional sheet.)

LEVEL 2

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee:

Signature

Date

C. Position of Grievant and/or Union:

Signature

Date

LEVEL 3

A. Date Submitted to the Board: _____

B. Disposition of the Board:

Signature

Date

C. Position of Grievant and/or Union:

Signature

Date

ARTICLE # 10 SCHOOL CANCELLATIONS

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

1. Custodial, maintenance and fifty-two (52) week secretarial employees will report to work if possible and will be paid at their rate for the day.

2. Except as provided in Section 1 above, secretarial/clerical, aides, bus drivers and food service employees shall not be required to report to work.

In the event the District is not required to make up such day(s) to receive State aid payments, employees will receive their regular rate of pay for the day (s). If the District is required to make up the day, no pay will be issued for the day(s).

B. In the event school is cancelled 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 and fifty-two (52) week secretarial employees shall remain on the job and will be paid at their regular rate or pay for the day.

2. Except as provided above in Section B. (1), Aides, Secretarial/Clerical, bus drivers and food service employees will be dismissed following any necessary activities and will be paid for the balance of the day provided such day(s) are permitted to be counted as a day of student instruction for purposes of receiving State aid.

ARTICLE 11 SUMMER SPECIAL PROJECTS LABOR POOL

A. School year employees who have an interest in working on special projects during the summer may sign up on the summer work rosters at the Superintendents' office not later than May 15 on any given year.

B. Subsequent to May 15, the District will align the list of employees according to seniority within the employees' current classification. Available work for which the District elects to utilize the summer work rosters will be rotated starting at the top of the list. It is expressly recognized the District will not be required to utilize an employee in rotation who is incapable of demonstrating he/she is qualified to perform the work in question.

Offers of summer work may range from less than a full day to a number of consecutive work days. Employees offered such work must either accept or reject the complete assignment as offered. If rejected, the next person in rotation will be offered the work.

An employee rejecting more than two (2) summer work assignments will be removed from the list for the balance of the summer. An employee electing such work who misses any scheduled work time will be removed from the assignment. Removal from assignments on more than two (2) occasions will result in the removal of the employee from the list for the balance of the summer.

C. Employees performing summer work will be paid at \$5.75 per hour. Employees will not receive, accrue or be eligible to utilize any other benefits.

D. The right of contracting or sub-contracting is vested in the Employer. This right shall not be used for the purpose of undermining the Union nor to cause loss of existing jobs. The parties agree that, through the use of special conferences, alternatives to contracting and sub-contracting can be explored.

ARTICLE 12

Negotiations Procedure

12.1 Unforeseen Matters

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

12.2 Special Conferences

Special conferences for important matters other than items which are mandatory subjects of negotiations under the Public Employment Relations Act may be conducted at the request of either party. Requests for a special conference shall be made in writing by either the Chapter Chairperson or the Superintendent. Written requests shall detail the reason for requesting the conferences. A meeting will be scheduled within ten (10) calendar days of receiving the request.

12.3 Negotiations Release Time

When negotiations are conducted during regular work hours, released time shall be provided for the Union's representatives.

12.4 Negotiations

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

12.5 Agreement

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Union.

Copies of this Agreement shall be printed at the expense of the Employer, within thirty (30) days after the Agreement is signed, and presented to all bargaining unit members now employed or hereafter employed by the Employer. In addition, the Employer shall provide the Union with one copy/member and six (6) extra copies of the Agreement without charge to the Union. In years when minor changes occur with contract language an addendum only with changes will be provided.

All school district personnel policies or any changes in said policies shall be distributed to all bargaining unit members within thirty (30) days of the commencement of this Agreement or upon employment.

12.6

Not earlier than April 1st, nor later than June 1st, of the calendar year in which this Agreement expires, the Association and the Board agree to begin negotiations of a successor Agreement.

ARTICLE 13

Work Year, Workweek, Workday

13.1 Work Year

The work year for all bargaining unit members shall be the full year (52 weeks) with break periods, holidays and vacations as listed in this Agreement, except for those classifications described below:

a. Paraprofessionals: The work year shall be equal to student days plus 2 days, which coincides with the student attendance year, and shall be consistent with break periods, holidays and vacations of the school calendar.

b. School year secretarial/clerical personnel: The work year shall be at least 220 days and shall be consistent with break periods, holidays and vacations as listed in this Agreement.

c. Food Service Personnel: The work year will be at least equal to student days plus 4 days, which coincides with the student attendance year, and shall be consistent with break periods, holidays and vacations of the school calendar.

d. Bus Drivers: The work year will be equal to student days plus 2 days, which coincides with the student attendance year of those students who are being transported, and shall be consistent with break periods, holidays and vacations of the school calendar.

13.2 Work Week

The work week for bargaining unit members shall consist typically of work days, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.

13.3 Work Day

The work day for all bargaining unit members shall be as follows. All hours shall be consecutive, except for bus drivers.

- a. Custodians/Maintenance/Grounds/Mechanic:
First Shift--Beginning no earlier than 6:00 AM.
Second Shift--Beginning at 2:30 PM. Times for both shifts may be changed through mutual agreement between the employee and supervisor.
- b. Food Service:
The work day will begin no earlier than 7:00 AM and end no later than 3:30 PM unless the time is changed through mutual agreement between the employee and supervisor.
- c. Paraprofessionals:
When school starts and ends for students unless the time is changed through mutual agreement between the employee and supervisor.
- d. Secretarial/Clerical (except Secretary to the Counselor)
Beginning no earlier than 7:00 AM and ending no later than 4:30 PM unless the time is changed through agreement between the employee and supervisor.
- e. Bus Drivers:
As per scheduled run. Run times for the school year will be compensated at the same run times reported for the previous school year. Any run taking at least fifteen (15) minutes longer to complete than in the previous year shall be compensated at the additional quarter hour interval. It is understood that senior drivers shall be allowed to bid for the maximum number of hours that their driving schedule will permit during the bid meeting. Change occurring during the year will be assigned based on seniority and availability.

13.4 Duty-Free Lunch

All bargaining unit members, who work at least six (6) consecutive hours a day, shall receive a one-half (1/2) hour uninterrupted, duty-free unpaid lunch period which shall be scheduled approximately mid-shift.

13.5 Emergency Call-In

A minimum one (1) hour shall be credited to an employee called for an emergency situation, even if less time is worked by the employee. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. If the emergency time credited is beyond the eight (8) hours already worked in a day, or occurs on a Saturday, Sunday, or holiday, overtime shall be paid in accordance with the provisions of this Article.

13.6 In-Service

All bargaining unit members may be offered in-service training opportunities. Such training opportunities shall be fully paid by the Employer, and each employee shall be given his/her regular rate of pay for the hours of the in-service.

13.7 Breaks

Each part-time employee shall be granted one (1) 15 minute paid break periods. Full time employees two (2) 15 minute paid break periods, one scheduled approximately at the midpoint of the first half of the shift and the second scheduled approximately at the midpoint of the second half of the shift. The specific scheduling of the break periods shall be done by mutual agreement of the employee and the supervisor. The employee may take the break period in a location of the employee's choosing. Employees working overtime will be entitled to an additional 15-minute relief time for every two (2) hour worked.

13.8 Overtime

a. Overtime Schedule

Each Employee who wishes to perform overtime work shall notify the employer of such interest. An attempt will be made by the employer to offer overtime to the most senior employee within the building or classification where the

overtime is needed. If the most senior employee refuses the overtime or can't be reached, then the work will be offered to the next senior employee and so on until the overtime rotation list, comprised of all employees wishing overtime in order of seniority, has been completed. The Employer shall move to the next place on the overtime rotation list when new overtime is available.

b. Overtime Pay

Overtime shall be compensated at the rate of time and one-half (1-1/2) of the regular hourly pay for all hours over eight hours in a day or forty (40) work hours in a week. All overtime on Sundays and holidays shall be compensated by the "call-in" provision of 13.5 above. At the employee's option, comp time will be granted in the same manner as overtime pay.

13.9 Substitutes

a. Substitutes

The employer may provide substitutes as required by the absence of a regular bargaining unit member and will utilize existing staff whenever possible by offering the work to the most senior member available. A regular member assigned to perform the work of an absent member for one half (1/2) hour or longer will be paid the regular rate for those duties provided it's not less than his/her normal rate.

ARTICLE 14

General Working Conditions

14.1 Unsafe Work

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

14.2 Student Discipline

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 areas.

14.3 Medication

The performance of dispensing or administering medication, diapering or other medically related procedures by bargaining unit members shall be carried out in the presence of another adult whenever possible.

14.4 Supervision

A bargaining unit member shall be responsible to only designated supervisors, said supervisors to be designated by the Employer with written notification provided to each bargaining unit member. In the absence of a building supervisor (principal) and/or department supervisor, or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building. A bargaining unit

member shall be notified in writing of any change in their designated supervisor.

14.5 Equipment

The Employer shall provide without cost to the bargaining unit member the following:

- a. Approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.
- b. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices.
- c. Safety shoes and glasses where applicable.
- d. Reimbursement for the cost of licenses or the renewal of licenses required for the bargaining unit member to perform his/her job or position.
- e. Electrical cords and timers for bus engine heaters.

14.6 Uniforms

For bargaining unit members expected by the Employer to wear uniforms, the style and color shall be selected with approval from the affected employee group. The Employer shall provide to bargaining unit members, at no cost, at least three (3) uniforms per year if required by the employer.

14.7 Mileage

Employees will be entitled to the current 90% of the IRS rate per mile reimbursement when driving their own vehicles in the performance of their job duties.

ARTICLE 15

Conditions of Employment

15.1 Transportation

In addition to those working conditions outlined in Article 14, the following shall apply to all transportation bargaining unit members.

a. Runs

1. The District shall maintain a bus run system.
2. The District shall hold a run selection meeting for all runs prior to the beginning of the school year. Every driver shall be notified of the meeting time and location. Kindergarten runs shall be formulated by the kindergarten drivers with the approval of the administration.
3. At the run selection meeting, all known runs shall be posted, including the length, number of stops, and estimated time and pay.
4. Drivers shall select runs on the basis of seniority.
5. Drivers shall be allowed to select as many runs as their schedules permit.
6. Should any new run become available during the school year, it shall be posted in accordance with the posting procedure in Article 17.
7. All runs available during the summer period shall be awarded in the same manner as extra trips.
8. Student discipline policy shall apply to all regular runs and extra trips. Bus rules shall be updated as necessary by school administration with input from drivers.

b. Preparation of Buses

1. Drivers are responsible for performing the safety checklist mandated by law and that has been negotiated between the parties. They are responsible for fueling and sweeping the interior of the bus(s) to which they are regularly assigned, for which a twenty (20) minute allowance shall be provided for AM and PM run assigned, at the driver's hourly rate.

Additionally, drivers who are assigned a field trip shall have thirty (30) minutes added to the accumulated time of the trip for the safety check as outlined above, fueling, sweeping, and equipment loading paid at the driver's extra trip rate.

c. Field Trips

1. Transportation of students other than a regular run.
2. Driver desiring extra trips shall notify supervisor to have name put on extra trip list. All field trips shall be posted, along with the projected length of the trip, on extra trip chart. Field trips shall be awarded to interested drivers using a (rotation) system according to seniority. Field trips refused shall be charged to driver on the chart. Chart is to be placed in a conspicuous location 5-7 days in advance of trip -- when possible. This system is subject to change by majority vote by drivers. Trips canceled or postponed shall not be charged. Driver of such trip is to be first on rotation of following week.
3. There shall be a one (1) hour minimum payment to a driver who shows for an extra trip that is canceled. Rate of pay shall be at the regular rate.
4. Field trips leaving during regular driving time shall be available to drivers who have regularly scheduled runs. Drivers shall suffer no loss of pay for missing all or part of a regular run due to a field trip.
5. Extra trips pay shall start when bus leaves point of origin (bus storage). Time shall end when bus returns to point of trip origin (school). Except for over night trips.
6. Board shall reimburse driver for one paid admission to event, when necessary.
7. An agreement shall be drawn up defining driver, teacher/coach, chaperone responsibilities while on extra trip.
8. All new bus drivers must be employed for 45 working days before being eligible for extra trips.

d. Substitutes/Temporary Run Vacancies

1. If there is a temporary vacancy in the driving schedule due to the illness or absence of another driver, such temporary run shall be offered to drivers, on the basis of seniority, who can accommodate it in their regular driving schedule. Drivers need not be able to drive the entire schedule to be awarded the run.

2. Whenever possible, bargaining unit members shall have priority over substitutes for runs or field trips.

e. Licensing/Training

1. The District shall pay for all required licenses, testing and physical examination, as may be requested for full licenser. Reimbursable for probationary members after 90 days of continuous employment with the District.

2. The bargaining unit member may select his/her own physician for a physical examination and the District shall reimburse at the negotiated cost with CC medical for the required physical.

3. The District shall pay regular drivers at their regular hourly rate for all time spent at training sessions, meetings (either transportation or student/parent meeting), testing, and run selection meetings.

f. Meal/Lodging Reimbursement

1. The District shall reimburse drivers at the next accounts payable run for all meal costs up to a maximum of seven dollars (\$7.00) for dinner, four dollars (\$4.00) for lunch and four dollars (\$4.00) for breakfast. A receipt is required.

2. The District shall reimburse drivers at the next accounts payable run for the cost of a motel room if a trip involves an overnight stay. A receipt is required.

3. Drivers will be compensated at their regular rate for all driving time. Time at the event at \$5.73/hour unless overnight.

g. School Closure

Drivers who report to work, and upon arrival find that school has been canceled, shall be paid for 1/2 hour at their regular hourly rate.

15.2 Food Service

a. Food Vans

Cooks who are responsible for transporting food in school vans shall be compensated beginning with the time the van is picked up by the cook at the van storage area and for all time spent fueling and driving the van, including time spent returning

the van to the storage site.

- b. Work for Outside Groups
Kitchen work generated by non-employer groups who use school facilities shall be handled in accordance with the posting and overtime provisions of this Agreement.

15.3 Custodians

- a. Summer Employment
 - 1. Custodians shall have the option to work four (4) 10-hour days during the summer period.
 - 2. Custodians shall be given the option of working first-shift hours, regardless of their shift assignment during the school year.
- b. Materials and Supplies
Custodians shall be provided with necessary and appropriate supplies and equipment to perform their assigned work.
- c. Shift Premium
All custodial/maintenance employees working shifts beginning after 2 p.m. shall be paid a premium of \$.10 per hour.
- d. Building Checks
Bargaining unit members shall be granted a minimum of one (1) hour comp time for building checks.

15.4 Paraprofessionals

- a. Substituting for Teachers
A paraprofessional shall not be asked to substitute for a certified teacher. In an emergency, however, a paraprofessional may cover a class for no more than an hour, provided a certified person is responsible for the class.

15.5 Secretaries

- a. Substitute Call-in.
Any bargaining unit member assigned responsibility for calling substitutes shall be granted comp time for all non-regular hours spent calling. The Employer shall reimburse all telephone expenses, if calls are made from the employee's home.

ARTICLE 16

Seniority

16.1 Seniority Defined

Seniority shall be defined as continuous length of service within the district as a member of the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

An employee who accepts a position in another classification will have his/her seniority accrued in his/her prior classification frozen.

Part-time employees working a full year shall receive a full year of seniority credit. Employees working less than a full work year shall have their seniority pro-rated.

16.2 Probation

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be thirty (30) work days.

Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.

Probationary employees shall not be entitled to insurance benefits, leave days or holidays, however, upon completion of the probationary period the employee will be credited with the paid leave days (excluding holidays) which he/she would have earned and vacation credit if applicable. In the event a probationary employee is absent, the probationary period shall be extended accordingly.

16.3 Classifications

For purposes of this Agreement, all bargaining unit members shall be placed in one or more of the following classifications based on their current assignments.

- a. Bus Driver
- b. Secretarial/Clerical/Bookkeeper
- c. Custodial/Maintenance/Grounds
- d. Food Service
- e. Paraprofessional
- f. Mechanic
- g. Technology Coordinator

However, all seniority shall be based on bargaining unit seniority.

16.4 Seniority List

The Employer and Association shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within thirty (30) work days after the effective date of this agreement. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure, with revisions and updates prepared and posted annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.

16.5 Accommodation

Any bargaining unit member who has been incapacitated at his/her regular work by injury or compensable occupational disease, or sustains a handicap for which reasonable accommodation needs to be made, while employed by the Employer, may at his/her option be employed at other work on a job that is operated by the Employer which he/she can do.

16.6 Seniority Lost

Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement or transfer to a non-bargaining unit position.

ARTICLE 17

Vacancies, Transfers, and Promotions

17.1 Vacancy Defined

A vacancy shall be defined as a newly-created position or a present position that is not filled.

17.2 Vacancy Posting

Vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays except in mutually agreed to exceptions. Said posting shall contain the following information:

- a. Type of work
- b. Location of work
- c. Starting date
- d. Rate of pay
- e. Hours to be worked
- f. Classification
- g. Minimum requirements as reflected in the job description

17.3 Vacancy Notification

Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the ten (10) day posting period. The Employer shall notify the Association President of vacancies occurring during the summer months (June, July, August) by sending notice of same by U.S. mail to his/her last known address or hand delivered. Bargaining unit members wishing to have notice of vacancies mailed to them during summer months may leave a stamped, self addressed envelope(s) with the Superintendent and postings will be mailed to said employees.

17.4 Award of Vacancies

Vacancies shall be filled with the most senior applicant from within the affected classification who meets minimum requirements of the job description. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by a qualified applicant from other classifications with the most seniority, unless there is a more qualified non-member applicant. Step to be determined by administration.

17.5 Transfer Rights

Bargaining unit members shall not be placed on a lower step (wage schedule) due to transfers, or reassignments nor shall they suffer any loss of accrued seniority, vacation, holiday or leave benefits.

17.6 Involuntary Transfers

The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause. A transfer is defined as movement from one classification to another.

17.7 Temporary Assumption of Duties

Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate of those duties. A bargaining unit member's pay rate or total pay shall not be reduced as the result of any temporary change in duties.

ARTICLE 18

Reduction in Personnel, Layoff, and Recall

18.1 Layoff Defined

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds sufficient to avoid such reduction, which is demonstrated by the Employer to the Union or an impartial third party selected pursuant to the grievance procedure set forth in this Agreement.

18.2 Layoff Notice

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least sixty (60) days prior to the effective date of the layoff.

18.3 Layoff Procedures

In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. The Employer when a vacant or newly-created position occurs will give first opportunity to laid-off bargaining unit members who are qualified. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, for which they are qualified, which is held by a less senior bargaining unit member. For the purpose of bumping, classification heads shall be considered to have highest seniority in their respective classification.

18.4 Substitute Priority

A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer after the first sixty (60) calendar days of such layoff, during which time all fringe benefits will be continued by the Employer.

18.5 Recall

Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled, first, to any position in their classification for which they are qualified. Any bargaining unit member who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification, or who within a reasonable amount of time could be trained to perform the work. Notices of recall shall be sent by certified or registered mail, if unable to reach employee by phone, to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the fifteen (15) day period.

Bargaining unit members recalled to work which is equal in hours and rate of pay to the position from which the bargaining unit members were laid off are obligated to take said work. A bargaining unit member who declines recall to such work for which he/she is qualified shall forfeit his/her recall rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay, hours, and/or benefits than the position from which the

bargaining unit member was laid off shall not affect his/her rights to recall to an equivalent position. Recall rights are restricted to non-probationary employees, and only for a period of 36 months from the effective date of layoff.

18.6 Partial Layoffs

The Employer shall not reduce full-time positions to part-time positions. If a reduction in the work force is necessary, the Employer shall reduce whole positions and shall not reduce hours among several positions.

18.7 Student Workers

No student workers shall be employed in a classification if members of the bargaining unit are on layoff in that classification. In no event will student workers displace bargaining unit members.

ARTICLE 19

19.1 Sick Leave

At the beginning of each work year, each bargaining unit member shall be credited with one (1) day of sick leave per 20 days worked rounded to nearest whole, the unused portion of which shall accumulate to a maximum of 90 days. The Employer shall furnish the Association a list of bargaining unit members at the beginning of each school year setting forth the total accumulated sick leave credit of said bargaining unit members. Upon termination, each bargaining unit member shall be paid for all unused sick leave time at fifteen (\$15.00) per day for full year employees and \$12.50 a day for part-time employees. Bargaining unit members shall be paid for any sick days accumulated above the 90 days limit at fifteen (\$15.00/twelve fifty (\$12.50) a day respectfully at the end of the year.

19.2 Employment-Related Injury

Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining unit member's sick leave days. The Employer shall pay to such bargaining unit member the difference between his/her salary with all fringe benefits, and all benefits received under the Michigan Worker's Compensation Act for the duration of such absence. The salary differential paid by the employer is not to be offset by or coordinated with Workers' Compensation benefits. During an absence due to an employment related injury, seniority shall accrue.

Upon return from workers' compensation; the employee shall be guaranteed his/her former position or a comparable position, if the former position no longer exists.

19.3 Sick Day Usage

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

a. Personal Illness or Disability - The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, or for the illness or disability of any member of his/her immediate family as defined below.

b. Medical or Nursing Care - The bargaining unit member may take one (1) day per year to make arrangements for medical or nursing care for a member of his/her immediate family as defined below.

19.4 Immediate Family

Immediate family shall be defined as spouse, child, grandchild, foster child, stepchild, parent, grandparent, stepparent, sibling, in-laws, or anyone who has stood in the relationship or is living in the household of the bargaining unit member.

ARTICLE 20

Other Paid Leaves

20.1 Personal Business

A bargaining unit member planning to use a personal business day, or days, shall notify his/her supervisor at least one (1) day in advance, except in cases of emergency. Personal business days shall be available for the practice of individual religious preferences. Unused personal business days shall not accumulate and will be deducted from sick leave.

a. Personal business leave days not to exceed two (2) days in any one (1) contractual year shall be granted upon written application when it is not possible to arrange such business for non-duty hours. Requests for such leave must be made with the administration as far in advance as possible and at least twenty-four (24) hours in advance. In emergency cases the employee will notify his supervisor as soon as possible and shall have the leave granted.

b. Any time less than 1/2 day will count as 1/2 day personal business leave. Any time between 1/2 and full day will count as one personal business leave. Personal business leave is nonaccumulative. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations and the first and last days of the school year, except in cases of emergency.

20.2 Judicial Leave

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation and benefits for such time. The employee shall pay back to the District any money received for jury duty less any mileage reimbursements.

20.3 Armed Services

Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve/Guard pay and the regular pay he/she would receive from the Employer during any period which the affected bargaining unit member engages in training or other service in the Reserve or National Guard. All benefits shall remain in effect. Every effort will be made to schedule said duties around the Employee's work schedule.

20.4 Bereavement Leave

The bargaining unit member shall be granted a maximum of three (3) days of paid leave per death for immediate family members with the Superintendent able to extend paid leave. Immediate family shall include spouse, parent, brother, sister, children, grandchildren, father-and mother-in-law, brother-and sister-in-law, grandparents, and any other person living in the household of the bargaining unit member. The bargaining unit member may take up to one (1) paid day per death * to attend the funeral of any person. Unused funeral/bereavement leave shall not be cumulative and will be deducted from sick leave.

* Misuse of one (1) death clause by individuals will cause re-evaluation of this language in the next contract.

ARTICLE 21

Unpaid Leaves

21.1 Leaves of Absence

Leaves of absence without pay for up to one(1) year in duration may be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave; along with anticipated beginning and ending dates of the leave. During a leave of thirty (30) days or less, seniority shall continue to accumulate.

21.2 Return from Leave

A bargaining unit member returning from a leave of absence shall be reinstated to the same position he/she held when the leave began or a comparable position. A bargaining unit member returning from a leave of absence shall not receive experience (pay) level credit for the time of such leave.

21.3 Extensions

An extension past the one (1) year may be granted by the employer, upon written request of the bargaining unit member. The request shall include the reason for the extension and the anticipated date of return.

21.4 Other Leaves

Unpaid leaves of absence may be taken for the following purposes:

a. Military Leave

A military leave of absence shall be granted to an employee who shall be inducted or shall enlist for military duty in any Branch of the armed forces of the U.S. or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve. The

employer shall continue any and all employee benefits for the bargaining unit member's family at the employees expense during any period of active duty. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such an extension shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

b. Union Office

A leave of absence shall be granted for the purpose of serving as an officer of the Association/Union, or an officer or intern or staff member in its state or national affiliate for the duration of the term of office.

c. Public Service

A leave of absence shall be granted for the purpose of campaigning for and/or serving in, a public office. The leave shall be granted for the duration of the term of office.

d. Career Exploration

A leave of absence shall be granted for the purpose of exploring an alternative career.

e. Education Leave

A leave of absence shall be granted for the purpose of permitting the bargaining unit member to continue his/her education.

f. Family Leave

1. A leave of absence shall be granted to any (male or female) bargaining unit member for any of the following purposes:

- a. the birth or placement for adoption or foster care of a child;
- b. because of a serious health condition of a family member;
- c. because of the employee's own serious health condition;
- d. the care of a child under age 18.

2. A family leave maybe taken on an intermittent or reduced schedule basis at the employee's option. The employer shall continue all health insurance benefits during a family leave for twelve weeks. The employee may elect to use his/her paid sick leave, personal leave, and/or vacation leave (or any combination thereof) for all or part of the duration of the leave.

3. Definitions

For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or a step child, legal ward, or child of a person standing in loco parentis. A family member is defined as a child, spouse, domestic partner, parent, parent-in-law, stepparent, or grandparent, grandchild, or other person who has stood in the place of a family member.

4. Pregnant Bargaining Unit Member

A bargaining unit member may commence the family leave before or after the birth of her child, at her option. The family leave is available to the bargaining unit member at the termination of her disability benefits, at the option of the bargaining unit member. The bargaining unit member may terminate the leave any time after the birth of the child or in the event of the death of the child.

ARTICLE 22

22.1 Vacations

A. Upon completion of one complete fiscal year of service (July - June 30) all full year employees will receive ten (10) full working days of vacation with pay.

Employees starting work 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 ten (10) days.

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

6 years.....	11 days	11 years.....	16 days
7 years.....	12 days	12 years.....	17 days
8 years.....	13 days	13 years.....	18 days
9 years.....	14 days	14 years.....	19 days
10 years.....	15 days	15 years.....	20 days

B. A maximum of two (2) week vacation may be taken during the student school year. The superintendent may grant request for additional vacation time during the school year. Vacation requests shall be submitted to supervisor prior to the ending of school in June or thirty (30) days prior to the period of time requested.

No vacation pay will be allowed unless the vacation is taken. When work load dictates, the employer may request partial weeks versus week vacations after using the first two (2) weeks of vacation and or allow up to one (1) week to be carried forward for one (1) year.

Should more than one (1) bargaining unit member request the same vacation date(s) at a time when the schedule of work prohibits all of the requesting unit members from being absent at the requested times, requests shall be granted to the bargaining unit member(s) having the greatest seniority.

ARTICLE 23

Paid Holidays

A. 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.
3. Probationary employees shall not be eligible for paid holidays.
4. In the event a holiday falls during an approved vacation, the employee will receive holiday pay.

B. Employees will receive paid holidays in accordance with the appropriate schedule detailed in Appendix C.

APPENDIX C

PAID HOLIDAYS (SEE ARTICLE PAID HOLIDAYS)

Holiday	Bus Driver Parapros	Foodservice	Bookkeeper	Secre. 10 month	Cust./Mnt. Mech/Tech
July 4			X		X
Labor Day			X	X	X
Thanksgiving	X	X	X	X	X
Day Af. Thanks.	X	X	X	X	X
Day before or day after Christmas			X		X
Christmas Day	X	X	X	X	X
New Year Eve Day			X		X
New Years Day	X	X	X	X	X
*Good Friday	X	X	X	X	X
Memorial Day	X	X	X	X	X

* If students are in attendance 1/2 day Good Friday a 1/2 day paid holiday.

ARTICLE 24

School Improvement

The Union shall have representation on the District-wide School Improvement Committee. The Union will select one of its elected officials as the representative. This selection is subject to appointment by the P-W School Board. Such representation shall be with full release time with no loss of pay for meetings during regular work hours or volunteer for meetings scheduled beyond the bargaining unit member's day. Service on this committee shall be voluntary.

ARTICLE 25

Job Descriptions

Job descriptions will be developed for each classification within ninety (90) days after the ratification of this Agreement. Such job descriptions shall be developed jointly by the Employer's and the Union's negotiations teams, with equal representation from both. The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Employer. The job descriptions will include at a minimum:

- a. Job title and description
- b. Minimum requirements
- c. A specific statement of required tasks and responsibilities

ARTICLE 26

INSURANCE

Full Time Staff

Census for fringes: 5 family, 3 single, 2 two party

Health - PHP option B

Vision - exam only included in PHP

Dental - SET/SEG 100: 50/50/50 - \$1000, \$1500

Full Time Support Staff, LTD 180 days - 60% of wage maximum \$2500/mo., board will pay all of premium.

Employees opting out of health insurance shall receive cash per the cafeteria plan at single subscriber health rate. Employees currently opting out will receive \$245/month.

ARTICLE 27

Duration of Agreement

This Agreement shall be effective as of July 1, 1995, and shall continue in effect until the 30th day of June, 1997. In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this _____ day of _____, 19____.

UNION

EMPLOYER

By _____
(President)

By _____
(President)

By _____

By _____

Date: _____

Date: _____

Appendix A

SALARY & FRINGES

POSITION

Bus Drivers	<u>1995-96</u>		
	2% retro on gross wages (except K-Runs)		
	Six paid holidays		
	<u>1996-97</u>		
	Six paid holidays		
	<u>Base</u>	<u>2nd year</u>	<u>Top</u>
	\$8.60	\$10.00	\$11.45

K-RUNS frozen	\$3,987	\$4,777	\$5,279
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EXTRA TRIP DOWN TIME: \$5.73 per hour

Secretary	<u>1995-96</u>		
H.S./Elem.	2% retro on gross wages		
Counselor	Seven paid holidays		
	<u>1996-97</u>		
	Adjustment as stated below		
	Seven paid holidays		
	H.S. & Elem. Secretaries qualify for \$83.00 mo. option		
	<u>Base</u>	<u>2nd year</u>	<u>Top</u>
	\$9.15	\$10.50	\$11.80

Para-Pros	<u>1995-96</u>		
	2% retro on gross wages		
	Six paid holidays		
	<u>1996-97</u>		
	Adjustment as stated below		
	Six paid holidays		
	<u>Base</u>	<u>2nd year</u>	<u>Top</u>
	\$6.80	\$7.72	\$9.00

POSITION

Interpreter 1995-96
 2% retro on gross wages
 Six paid holidays
1996-97
 Adjustment as stated below:
 Six paid holidays
 Health Insurance only

<u>Base</u>	<u>2nd year</u>	<u>Top</u>
\$9.64	\$10.94	\$12.42

Head Cook 1995-96
 2% retro on gross wages
 Six paid holidays
1996-97
 Adjustment as stated below:
 Six paid holidays
 \$83.00 mo. fringe allowance

<u>Base</u>	<u>2nd year</u>	<u>Top</u>
\$8.41	\$9.23	\$10.15

Asst. Cook 1995-96
 Retro on six paid holidays
1996-97
 Six paid holidays
 Present two employees continue Health Ins.

<u>Base</u>	<u>2nd year</u>	<u>Top</u>
\$6.87	\$8.00	9.01

Head Cust. 1995-96
 Head Maint. 2.9% retro on gross wages
 Bus Mechanic 1996-97
 Adjustment as stated below:

<u>Base</u>	<u>2nd year</u>	<u>3rd year</u>	<u>Top</u>
\$22,054	\$24,054	\$25,946	\$28,001

POSITION

Custodian 1995-96
 Maintenance 2.9% retro on gross wages John Spitzley frozen \$24,703
 1996-97

Adjustment as stated below:
 John Spitzley frozen (\$24,703)

<u>Base</u>	<u>2nd year</u>	<u>3rd year</u>	<u>Top</u>
18,919	20,650	22,486	24,217

Bookkeeper 1995-96
 2.9% retro on gross wages
 1996-97

Adjustment as stated below:

<u>Base</u>	<u>2nd year</u>	<u>3rd year</u>	<u>Top</u>
21,946	24,000	26,054	28,217

Computer Tech. 1995-96
 2% retro on gross wages
 1996-97
 Salary - \$30,000

Part-time Custodian
 1995-96
 2% retro on gross wages
 Holiday Pay (see chart)
 1996-97

<u>Base</u>	<u>2nd</u>	<u>3rd</u>	<u>Top</u>
\$9.02	9.84	10.72	11.54

-\$83.00 per month option

ARTICLE 1
AGREEMENT

This Agreement entered into this ____ day of _____, 199 __, by
and

between the Pewamo-Westphalia Education Support Personnel Association
MEA/NEA, hereinafter called the "Union" and Pewamo-Westphalia
Community School's Board of Education, hereinafter called the
"Employer."

In consideration of the following mutual covenants, it is hereby agreed as
follows:

ARTICLE 3

Recognition

3.1 Bargaining Unit Defined

The Board hereby recognizes the Michigan Education Association/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 *et. seq.*; MSA 17.455(1) *et. seq.*, (PERA), for all Aides/Paraprofessionals, Secretarial/Clerical, Transportation, Food Service, and Custodial/Maintenance employees of the Pewamo-Westphalia Community Schools. Excluded are one confidential secretary to the superintendent, supervisors, substitutes and all other employees.

3.2 Employees

Unless otherwise indicated, use of the term “employee” or “bargaining unit member” when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

- a. Full-time: A bargaining unit member who is employed at least thirty five (35) hours per week and working **210** days/year.
- b. Part-time: A bargaining unit member who is employed less than thirty five (35) hours per week and not working **210** days minimum per year.
- c. Probationary: A bargaining unit member who is employed to fill a full or part-time position for a trial period of thirty (30) calendar days).

ARTICLE 13

Work Year, Workweek, Workday

13.1 Work Year

The work year for all bargaining unit members shall be the full year (52 weeks) with break periods, holidays and vacations as listed in this Agreement, except for those classifications described below:

a. Paraprofessionals: The work year shall be equal to student days plus 2 days, which coincides with the student attendance year, and shall be consistent with break periods, holidays and vacations of the school calendar.

b. **EXTENDED YEAR** secretarial/clerical personnel: The work year shall be at least **210** days and shall be consistent with break periods, holidays and vacations as listed in this Agreement.

c. Food Service Personnel: The work year will be at least equal to student days plus 4 days, which coincides with the student attendance year, and shall be consistent with break periods, holidays and vacations of the school calendar.

d. Bus Drivers: The work year will be equal to student days plus 2 days, which coincides with the student attendance year of those students who are being transported, and shall be consistent with break periods, holidays and vacations of the school calendar.

e. **SECRETARY TO THE COUNSELOR: THE WORK YEAR SHALL BE EQUAL TO STUDENTS PLUS UP TO SEVEN (7) ADDITIONAL DAYS AND SHALL BE CONSISTENT WITH BREAK PERIODS, HOLIDAYS AND VACATIONS OF THE SCHOOL CALENDAR. INCREASE OR DECREASE IN HOURS OR DAYS MAY BE ADJUSTED VIA MUTUAL AGREEMENT OF THE SUPERVISOR AND THE SECRETARY.**

13.2 Work Week

The work week for bargaining unit members shall consist typically of work days, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.

13.3 Work Day

The work day for all bargaining unit members shall be as follows. All hours shall be consecutive, except for bus drivers.

- a. Custodians/Maintenance/Grounds/Mechanic:
First Shift--Beginning no earlier than 6:00 AM.
Second Shift--Beginning at 2:30 PM. Times for both shifts may be changed through mutual agreement between the employee and supervisor.
- b. Food Service:
The work day will begin no earlier than 7:00 AM and end no later than 3:30 PM unless the time is changed through mutual agreement between the employee and supervisor.
- c. Paraprofessionals:
When school starts and ends for students unless the time is changed through mutual agreement between the employee and supervisor.
- d. Secretarial/Clerical (except Secretary to the Counselor)
Beginning no earlier than 7:00 AM and ending no later than 4:30 PM unless the time is changed through agreement between the employee and supervisor.
- e. Bus Drivers:
ALL REGULAR AM AND PM RUNS WILL BE REPORTED AND COMPENSATED FOR AT LEAST TWO AND ONE HALF (2 ½) HOURS. ALL OTHER RUNS WILL BE REPORTED AND COMPENSATED BASED ON ACTUAL RUN TIMES. Any run taking at least fifteen (15) minutes longer to complete than in the previous year shall be compensated at the additional quarter hour interval. It is understood that senior drivers shall be allowed to bid for the maximum number of hours

that their driving schedule will permit during the bid meeting. Change occurring during the year will be assigned based on seniority and availability.

13.4 Duty-Free Lunch

All bargaining unit members, who work at least six (6) consecutive hours a day, shall receive a one-half (1/2) hour uninterrupted, duty-free unpaid lunch period which shall be scheduled approximately mid-shift.

13.5 Emergency Call-In

A minimum one (1) hour shall be credited to an employee called for an emergency situation, even if less time is worked by the employee. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. If the emergency time credited is beyond the eight (8) hours already worked in a day, or occurs on a Saturday, Sunday, or holiday, overtime shall be paid in accordance with the provisions of this Article.

13.6 In-Service

All bargaining unit members may be offered in-service training opportunities. Such training opportunities shall be fully paid by the Employer, and each employee shall be given his/her regular rate of pay for the hours of the in-service.

13.7 Breaks

Each part-time employee shall be granted one (1) 15 minute paid break periods. Full time employees two (2) 15 minute paid break periods, one scheduled approximately at the midpoint of the first half of the shift and the second scheduled approximately at the midpoint of the second half of the shift. The specific scheduling of the break periods shall be done by

15.2 Food Service

a. Food Vans

Cooks who are responsible for transporting food in school vans shall be compensated beginning with the time the van is picked up by the cook at the van storage area and for all time spent fueling, CLEANING and driving the van, including time spent returning the van to the storage site.

b. Work for Outside Groups

Kitchen work generated by non-employer groups who use school facilities shall be handled in accordance with the posting and overtime provisions of this Agreement.

15.3 Custodians

a. Summer Employment

1. Custodians shall have the option to work four (4) 10-hour days during the summer period.

2. Custodians shall be given the option of working first-shift hours, regardless of their shift assignment during the school year.

b. Materials and Supplies

Custodians shall be provided with necessary and appropriate supplies and equipment to perform their assigned work.

c. Shift Premium

All custodial/maintenance employees working shifts beginning after 2 p.m. shall be paid a premium of \$.10 per hour.

d. Building Checks

Bargaining unit members shall be granted a minimum of one (1) hour comp time for building checks.

e. SPECIAL EVENTS

WHEN SPECIAL EVENTS SUCH AS (BASKETBALL GAMES, BANQUETS, ETC.) ARE HELD IN A SCHOOL BUILDING THAT GO BEYOND 9:30 P.M. THE MINUTES PAST MAY BE ALLOCATED IF NEEDED AS OVERTIME TO FULFILL ALL ASSIGNED DUTIES.

15.4 Paraprofessionals

a. Substituting for Teachers

certified A paraprofessional shall not be asked to substitute for a teacher. In an emergency, however, a paraprofessional may cover a class for no more than an hour, provided a certified person is responsible for the class.

15.5 Secretaries

a. Substitute Call-in.

Any bargaining unit member assigned responsibility for calling substitutes shall be granted comp time for all non-regular hours spent calling. The Employer shall reimburse all telephone expenses, if calls are made from the employee's home.

15.6 Support Staff Evaluation

The Board of Education through the powers derived from the School Code and other relevant statutes, is responsible for the employment and discharge of all personnel. To carry out this responsibility, it delegates to the Superintendent the function of establishing and implementing a program of personnel assessment.

The goals of the Board's evaluation plan for support staff are:

- A. to improve and reinforce the skills, attitudes, and abilities which enable a support staff member to be effective in achieving assigned job goals;
- B. to identify and remediate weaknesses which prevent a support staff member from achieving the goals of assigned duties.

It is the purpose of the program of staff assessment to:

- A. strive for the improvement of the total District program;
- B. stress the importance of personal improvement on the part of individual support staff members so that each student may be provided a quality education;

C. ensure the continuous improvement of administrative and supervisory services provided staff members;

D. Establish a process of continuous and systematic support staff member evaluation.

The staff evaluation program shall aim at the early identification of specific areas in which the individual support staff member needs help so the appropriate assistance may be provided or arranged for. A supervisor offering suggestions for improvement to a support staff member shall not release that support staff member for the responsibility to improve. If a support staff member after receiving a reasonable degree of assistance fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal, or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.

Evaluations shall be conducted of each support staff member as stipulated in a negotiated agreement or contract, and the Superintendent's administrative guidelines. A support staff member shall be given a copy of any documents relating to his/her performance which are to be placed in the personnel file.

This policy shall not deprive a support staff member of any rights provided by contractual agreement or State law.

ARTICLE 19

19.1 Sick Leave

At the beginning of each work year, each bargaining unit member shall be credited with one (1) day of sick leave per 20 days worked rounded to nearest whole, the unused portion of which shall accumulate to a maximum of **144** days. The Employer shall furnish the Association a list of bargaining unit members at the beginning of each school year setting forth the total accumulated sick leave credit of said bargaining unit members. Upon termination, **THE BOARDS LIABILITY IS FOR THE FIRST 90 DAYS ONLY**, each bargaining unit member shall be paid for all unused sick leave time at fifteen (\$15.00) per day for full year employees and \$12.50 a day for **ALL OTHER** employees. Bargaining unit members shall be paid for any sick days accumulated above the **144** days limit at fifteen (\$15.00/twelve fifty (\$12.50) a day respectfully at the end of the year.

19.2 Employment-Related Injury

Absence due to injury or illness incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining unit member's sick leave days. The Employer shall pay to such bargaining unit member the difference between his/her salary with all fringe benefits, and all benefits received under the Michigan Worker's Compensation Act for the duration of such absence. The salary differential paid by the employer is not to be offset by or coordinated with Workers' Compensation benefits. During an absence due to an employment related injury, seniority shall accrue.

Upon return from workers' compensation; the employee shall be guaranteed his/her former position or a comparable position, if the former position no longer exists.

20.3 Armed Services

Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve/Guard pay and the regular pay he/she would receive from the Employer during any period which the affected bargaining unit member engages in training or other service in the Reserve or National Guard. All benefits shall remain in effect. Every effort will be made to schedule said duties around the Employee's work schedule.

20.4 Bereavement Leave

The bargaining unit member shall be granted a maximum of three (3) days of paid leave per death for immediate family members with the Superintendent able to extend paid leave. Immediate family shall include spouse, parent, brother, sister, children, grandchildren, father-and mother-in-law, brother-and sister-in-law, grandparents, and any other person living in the household of the bargaining unit member. The bargaining unit member may take up to one (1) paid day per death to attend the funeral of any person. Used funeral/bereavement leave shall not be cumulative and will be deducted from sick leave.

APPENDIX C

PAID HOLIDAYS (SEE ARTICLE PAID HOLIDAYS)

Holiday	Bus Driver Parapros	Foodservice	Bookkeeper	EXTENDED YEAR	Cust./Mnt. Mech/Tech
July 4			X		X
Labor Day			X	X	X
Thanksgiving	X	X	X	X	X
Day Af. Thanks.	X	X	X	X	X
Day before or day after Christmas			X		X
Christmas Day	X	X	X	X	X
New Year Eve Day			X		X
New Years Day	X	X	X	X	X
*Good Friday	X	X	X	X	X
Memorial Day	X	X	X	X	X

* If students are in attendance 1/2 day Good Friday a 1/2 day paid holiday.

ARTICLE 26

INSURANCE

Full Year – Full Time Employees

- A. THE BOARD SHALL PROVIDE FULLY PAID MESSA SUPER CARE 1 FOR A FULL 12 MONTH PERIOD.**
- B. THE BOARD WILL PROVIDE FULLY PAID DENTAL INSURANCE PLAN 501 FROM SET. INC.**
- C. THE BOARD WILL PROVIDE FULLY PAID VISION INSURANCE MESSA VSP 3.**
- D. THE BOARD WILL PROVIDE WITHOUT COST TO EMPLOYEES A LONG TERM DISABILITY INSURANCE BENEFIT AT 60% OF SALARY. BENEFITS WILL COMMENCE 180 CALENDAR DAYS AFTER DISABILITY OCCURS.**

E. Employees opting out of health insurance shall receive cash per the cafeteria plan at **THE LESSER OF EITHER \$245/month, OR THE SINGLE SUBSCRIBER HEALTH RATE.**

Appendix A

SALARY & FRINGES

POSITION

Bus Drivers

1997-98

Base
\$10.58

2nd year
\$12.30

Top
\$14.08

K-RUNS frozen

\$5,279 FOR SUE
MOREY & PAT CAMPBELL

EXTRA TRIP DOWN TIME: \$6.02 per hour

Secretary
H.S./Elem.
Counselor

1997-98

EXTENDED YEAR Secretaries qualify for \$166.00 mo. option

Base
\$9.38

2nd year
\$10.76

Top
\$12.10

Para-Pros

1997-98

Base
\$6.97

2nd year
\$7.91

Top
\$9.23

POSITION

Interpreter

	<u>1997-98</u>		
	Health Insurance only		
<u>Base</u>	<u>2nd year</u>	<u>Top</u>	
\$9.88	\$11.21	\$12.73	

Head Cook

	<u>1997-98</u>		
	\$83.00/mo. fringe allowance		
<u>Base</u>	<u>2nd year</u>	<u>Top</u>	
\$8.62	\$9.46	\$10.40	

Asst. Cook

	<u>1997-98</u>		
	Present two employees continue Health Ins.		
<u>Base</u>	<u>2nd year</u>	<u>Top</u>	
\$7.04	\$8.20	9.24	

Head Cust.

Head Maint.

Bus Mechanic

	<u>1997-98</u>			
<u>Base</u>	<u>2nd year</u>	<u>3rd year</u>	<u>Top</u>	
\$22,605	\$24,655	\$26,595	\$28,701	

Marv Smith's option grandfathered at \$245 a month.

POSITION

Custodian
Maintenance

1997-98

<u>Base</u>	<u>2nd year</u>	<u>3rd year</u>	<u>Top</u>
19,392	21,166	23,048	24,822

Bookkeeper

1997-98

<u>Base</u>	<u>2nd year</u>	<u>3rd year</u>	<u>Top</u>
22,495	24,600	26,705	28,922

Computer Tech.

1997-98
Salary - \$30,750

Part-time Custodian

1996-97
\$83.00 PER MONTH OPTION

<u>Base</u>	<u>2nd</u>	<u>3rd</u>	<u>Top</u>
\$9.25	10.09	10.99	11.83

\$83.00 per month option