

AGREEMENT

Between

**Board of Education of the
Saline Area School District**

and

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

July 1, 1998 - June 30, 2001

Saline Area School District

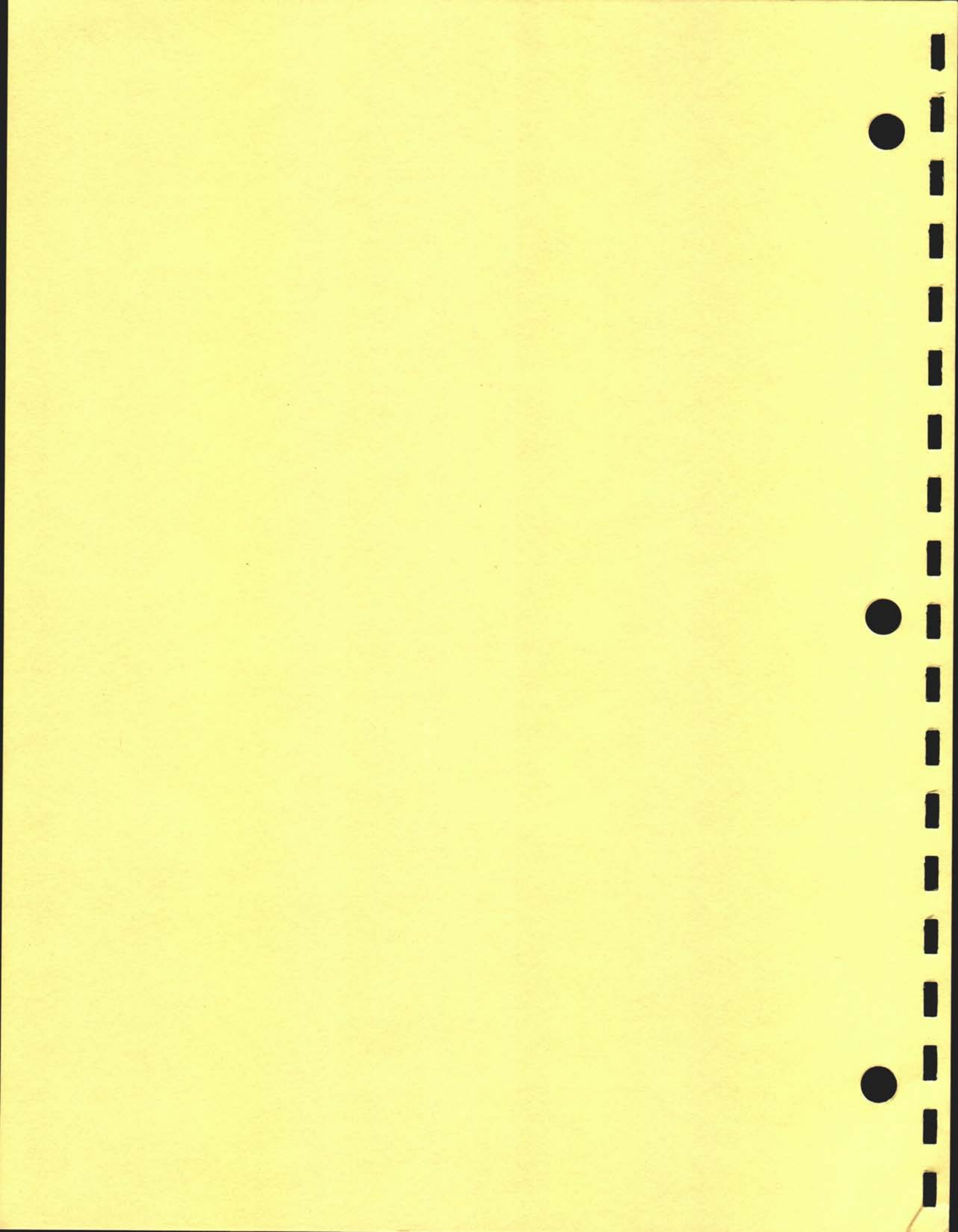


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AGREEMENT

SALINE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

THIS AGREEMENT entered into this 1st day of July 1998, between the SALINE AREA SCHOOLS, hereinafter referred to as the "District", and the EDUCATIONAL SUPPORT PERSONNEL, and the Local Association, the Saline Area Schools Support Personnel Association, hereinafter collectively referred to as the "Association".

PURPOSE

It is the intent and purpose of the parties hereto to provide orderly labor relations between the District and the Association for the mutual benefit of the District, its employees and the community and to improve and promote the most efficient and productive operation of the District. In consideration of the understanding and agreement hereinafter set forth, it is mutually agreed between said District and said Association as follows:

RESOLUTION TO QUALITY AND EXCELLENCE

WHEREAS, the Saline Board of Education, the Saline Educational Support Personnel Association, the Saline Education Association, the Saline Area Schools Administrators' Association, the Saline Supervisors' Association, and Non-Affiliated Administrative, Educational and Support Personnel recognize that cooperation, coordination and communication among all employees and between all employee groups is absolutely necessary in order to effectively realize and attain the vision of the Saline Area School District, and;

FURTHER, that all of the foregoing groups, associations and individuals recognize that quality and excellence in every aspect of our school organization including all instructional, operational, administrative, and community service functions are conditions for achieving the goals stated in the Mission Statement of the Saline Area School District and;

FURTHER, that all of the foregoing parties subscribe to and affirm their commitment to the beliefs and values which form the base upon which achievement of the goals of the Saline Mission Statement are built, and;

FURTHER, that all of the foregoing recognize that excellence in everything that Saline Area Schools does is a requirement for staying in business in the 21st century, and;

FURTHER, that it is further recognized that the purpose of all that we do in the Saline Area School District, whether as an organization, a group, team, or individual, must be based upon achieving World Class student outcomes.

THEREFORE BE IT RESOLVED, that the Saline Board of Education, the Saline Educational Support Personnel Association, the Saline Education Association, the Saline Area Schools Administrators' Association, the Saline Supervisors' Association, and Non-Affiliated Administrative, Educational and Support Personnel make a joint and individual commitment to total quality and uncompromising excellence in all of our efforts to maximize service to our students and our community through the provision of comprehensive, integrated, outcomes-based educational programs based on the following guiding principles:

RESOLUTION TO QUALITY AND EXCELLENCE (Continued)

- A. Constancy and consistency of purpose with a focus on providing educational experiences which meet or exceed World Class Standards.
- B. Responsiveness to the need for meaningful, positive change based on the needs of students, parents, community, business, and industry.
- C. Commitment to continuous improvement in all that we do organizationally and individually.
- D. Creation of a learning organization wherein all employees are supported and encouraged to continue to attain new knowledge and skills and constantly enhance their knowledge base.
- E. Institution of systemic monitoring, evaluating and adjusting of individual and organizational performance in a continuous and consistent manner.
- F. Establishment of an atmosphere and a structure which encourages employee involvement and participation in making and implementing decisions affecting the future of Saline Area Schools and which fosters open communication throughout the organization.
- G. Institution of ongoing training programs for all employees based on the ever-changing needs of students and society.
- H. Integration of a quality and excellence philosophy into the mindset of every employee as well as assistance in translating that philosophy into everyday practice.
- I. Development of an organizational environment which nurtures trust and respect and eliminates the fear which stifles innovation and risk-taking.
- J. Implementation of an organization-wide program of reaching out to parents, community, business and industry in recognition of a need to work together on all fronts to make our community all it can be.
- K. Commitment to integrity without compromise in all matters both internally and externally.

As a symbol of our lasting and joint commitment to Total Quality and Excellence in all aspects of our performance at all levels of our educational community, the parties hereto hereby set their hands hereon this day and date, Tuesday, June 9, 1992, in the presence of one another and pledge to accept the responsibility as individuals and on behalf of their constituents for ensuring that the aforesaid Guiding Principles form the basis for all that we do in the Saline Area School District.

ARTICLE I

RECOGNITION

- A. The District recognizes the Association, to the extent required by the Act 176 of the Public Acts of 1939, as amended, and Act 336 of the Public Acts of 1947, as amended, as the sole and exclusive collective bargaining representative for all full-time and regular part-time employees in the unit certified by the Michigan Employment Relations Commission in Case No. R79L503 and described below, employed by the District.
- B. The collective bargaining unit shall consist of all full-time and regular part-time Food Service (Managers, Cooks, Bakers, Assistants), Custodians, Bus Drivers, Coordinator of Transportation, Secretarial/Clerical (Finance, 52-week Secretaries, less than 52-week Secretaries, Clerks, Library Clerks), Reading Assistants, Teacher Assistants, Health Care Assistants, Learning Tutors, Lunch Monitors, Bus Monitors, Technicians, and Paraprofessionals, excluding the Secretary to the Associate Superintendents for Curriculum and Personnel, the Secretary to the Director of Finance and Business Services, and the Secretary to the Superintendent, Supervisors and all others.
- C. The term "employee" and "employees" as used herein shall refer to and include only those employees who are employed in the bargaining unit described above and shall exclude all others not specifically included in said bargaining unit.

ARTICLE II

EMPLOYEE SECURITY

- A. To the extent permitted by law, all employees covered by this Agreement shall as a condition of continuing employment upon the signing of this Agreement or the completion of their probationary period, whichever is later, select one of the following options:
1. Sign and deliver to the District an assignment authorizing regular, periodic monthly dues uniformly required for membership in the Association and such authorization shall continue in effect from year to year unless revoked in writing; or
 2. Cause to be paid to, or to a scholarship fund designed to enhance the quality of education for students of the Saline Area Schools, an amount equivalent to the regular, periodic monthly dues uniformly required for membership to the extent allowable by law.
- B. In the event an employee shall fail to either sign the authorization or cause to be paid to the scholarship fund the required amount, and in event said amount remains unpaid for sixty (60) days following the date said is due, the Association shall notify the Superintendent and the employee in writing of said delinquency; and unless the amount is paid within sixty (60) days from the date of said notification, the District shall discontinue the services of said employee.
- C. The "Authorization for Payroll Deduction" provided in Section A shall be handed out by the Administration yearly.
- D. The Association agrees to indemnify and save the District, and including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court administered agency costs which may arise out of, or by reason of, action by the District for the purpose of complying with this Article.

It is the mutual understanding and intent of the District and of the Association that the above language shall be interpreted so as to protect the Board of Education of the School District and the School District from incurring any costs or expenses whatsoever with regard to any hearing or other related appellate or collateral proceeding in any court, administrative agency or other forum arising out of any attempt by the Board of Education to comply with the provisions of the Agency Shop/Dues Deduction provisions of this Agreement such as attorneys' fees, witness' fees, court reporters' costs, transcript expenses and costs of any unemployment compensation. In the event of such suits or proceedings, the Association agrees to defend the District at its own expense and through its own counsel.

ARTICLE III

EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. It is the policy of the District and the Association that the provisions of this Agreement shall be applied to all employees covered hereby without regard to race, creed, color, national origin, age, religion, height, weight, marital status or sex. Any alleged violation of this provision must be supported by written evidence at step two of the Grievance Procedure nor shall said grievance be processed beyond step four.
- B. An employee shall have the right to review the contents of his/her personnel file subject to the provisions of applicable law. If an employee disagrees with an item in his/her file, the employee may submit an accompanying written statement explaining the employee's position.
- C. Any case of assault upon an employee in performance of assigned duties shall be promptly reported to the Superintendent or his/her designee. Upon approval of the Board of Education, the District shall provide legal counsel to advise the employee of his/her rights and shall render reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- D. When an employee is called to the office of his/her supervisor for the intended purpose of being officially disciplined, said employee shall, at his/her request, be entitled to the presence of their designated Association Representative, providing he/she is available within a reasonable time. If the designated Association Representative is required, said Representative shall be released without loss of pay. If the designated Association Representative is not available within a reasonable time, the Local Association President shall be contacted and the provisions of this Section shall apply.
- E. The parties recognize the importance of protecting confidential information concerning students. Information gained during the course of one's workday about a student shall be construed as confidential. Release of said information to any unauthorized person shall be grounds for disciplinary action. Questions concerning whether a person is authorized shall be cleared with the employee's immediate supervisor in advance.
- F. Employees shall cooperate with the District in securing specific and detailed medical data from an employee's doctor when the employee has seen his/her doctor for any injury or illness which has resulted in lost work time.
- G. Employees shall honor written Board policies, administrative regulations, and departmental rules not in conflict with the express provisions of this Agreement as adopted or issued from time to time by the District. Any new rules of conduct governing discipline of employees shall be posted on the bulletin boards for seven (7) days prior to their effective date. Prior to posting, a copy of said rules shall be submitted to the Local Association President. Neither the employee nor the Association shall assume administrative or supervisory authority or direct employees to disregard the instructions of supervision.

ARTICLE III - EMPLOYEE RIGHTS AND RESPONSIBILITIES (Continued)

- H. During the course of their employment, employees shall not discuss collective bargaining of the Association or grievance matters with students.
- I. Employees agree to notify the District as soon as possible of intent to terminate employment with the District. Employees have a responsibility to notify the District of their resignation at least two weeks prior to their expected last date of employment. A resignation may not be withdrawn once it has been accepted in writing by the Superintendent or his/her designated representative.
- J. In order to provide continuing health protection for students and other school personnel, it shall be the policy of the District that:
 - 1. Upon initial employment each employee shall provide, by certification, evidence of freedom from active tuberculosis.
 - 2. At least every three years, thereafter, the employee will show evidence of continued freedom from active tuberculosis by either a tuberculin skin test or a chest x-ray in accordance with state regulations.
 - 3. Failure to comply with Paragraph 2 of this section will result in the employee being notified of his/her lack of compliance and unless compliance is obtained within (5) five work days thereafter, the employee will be suspended without pay and benefits until compliance is obtained.
 - 4. In the case of bus drivers, said driver must comply with the physical examination requirement set forth by the Department of Education and other applicable law before they begin work each school year.
- K. After completion of the probationary period, no employee shall be disciplined by a verbal or written reprimand without cause.
- L. Copies of written reprimands will be given to employees before being placed in their personnel files.

ARTICLE IV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Local Association shall have the right to use a suitable designated area of a District building for the purpose of conducting a local Association meeting subject to applicable building use policies provided the meeting is at reasonable hours after the work day and provided further if the meeting is after the normal work hours of the building custodian, it shall pay any additional custodial costs incurred.
- B. The Local Association may use equipment owned by the District as provided below:
 - 1. The work is done before or after normal work hours.
 - 2. Use of the equipment is requested from the building administrator or other appropriate supervisor.
 - 3. Use of the equipment does not interfere with the instructional program or administrative needs.
 - 4. The Association pays the cost of materials, supplies, etc., incidental to the equipment used.
 - 5. All work done will be in keeping with the intent and purposes of this agreement.
- C. The Local Association shall be permitted use of inter-office mail and/or space on designated bulletin boards, to distribute a copy to the Assistant Superintendent in charge of Personnel or his/her designee at the same time. Said material shall contain the signature of the Local Association President.
- D. For the life of this Agreement, the District shall not recognize any other labor organization for purposes of collective bargaining for employees covered by this Agreement.
- E. To the extent covered by law, the District agrees to furnish the Association in response to reasonable requests, available information concerning the financial resources of the District.
- F. E.S.P. recognizes that an adequate Fund Equity is a critical factor in the financial stability of the school District and further commits its support to the Board efforts in this regard. Provided reaching an adequate Fund Equity does not require E.S.P. to take concessions in wage and benefit packages.

ARTICLE V

DISTRICT RIGHTS

- A. It is expressly agreed that the District retains all responsibilities, powers, rights and authority vested in it by the laws and Constitution of the State of Michigan and the United States of America, except as expressly and specifically abridged, modified, or limited by this Agreement.
- B. By way of illustration, the Board shall have the right to:
1. Manage the District efficiently and economically, including the right to decide the services to be performed, the programs to be provided and the methods of performing the services and programs.
 2. Determine the number, location (and relocation) and types of buildings; discontinue temporarily or permanently, in whole or part, any of the District's operations, including selling or closing buildings;
 3. Determine the work to be done and the standards to be met by bargaining unit members covered by this Agreement; including contracting or transferring work out of the bargaining unit subject to Article XX, Subcontracting;
 4. Direct the work force; including assigning work, transferring employees, and determining and re-determining job duties, classifications and content, and work force size;
 5. Discipline and discharge employees; adopt, revise, and enforce working rules; maintain order and efficiency in the District; test, investigate, and improve individual productivity; and initiate and carry out cost and general improvement programs;
 6. Determine the qualifications of bargaining unit members, including physical conditions, and determine policies affecting the selection, testing and/or training of bargaining unit members.
- C. The matters contained in this Agreement and/or the exercise of any such rights of the District are not subject to further negotiations between the parties during the term of the Agreement.
- D. The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the District in the past.

ARTICLE VI

SITE-BASED SHARED DECISION MAKING (SBSDM)

A. E.S.P. supports the concept of site-based shared decision making and will work collaboratively with all employee groups, central administration, and the Board of Education to design and implement the process in Saline Area Schools. The Board and E.S.P. support a leadership team including but not limited to representatives from all employee groups, central administration, and the Board to develop and implement a site-based shared decision making model on a pilot basis.

B. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours, and other conditions of employment, and that those terms shall not be altered or modified through the site-based shared decision making process, absent written mutual agreement and ratification by both parties.

SBSDM is a vehicle for planning and implementing projects which do not conflict with federal or state laws or regulations, Board policies, or any of the three collective bargaining Master Agreements.

SBSDM Leadership Teams shall not be discouraged from discussing changes which impact upon working conditions and other contract matters. Changes or waivers sought by the teams are subject to the mutual agreement between the Board and the Association.

C. The involvement of E.S.P. members on leadership teams shall be voluntary. Participation or lack of participation in this process will not be utilized as criteria for evaluation or discipline.

D. The parties recognize the need for additional guidelines to be developed to assist in carrying out the SBSDM initiative which shall not be a part of nor in conflict with this Master Agreement.

E. The language of this article shall be subject to amendment by mutual agreement at any time it is determined that these provisions are not consistent with the goals and objectives of the parties regarding implementation of SBSDM.

ARTICLE VII

REPRESENTATION

- A. For the handling of grievances in its behalf, the employees of each area defined below may elect an Association Representative (hereinafter referred to as "AR") and an alternate AR to act in the place of the regular AR when said AR is absent, from among each group of employees as defined below. Said AR and alternate shall be a seniority employee of the District. The Association shall notify the District in writing of the name of the AR and the alternate, if any, and the District shall not be obligated to recognize any Association Representatives until so notified.
- B. One AR from among the employees of each of the following areas:
1. Bus Drivers, Coordinator of Transportation, Bus Monitors, and Bus Mechanics;
 2. Food Service;
 3. Custodial ,and Grounds/Maintenance;
 4. Secretarial/Clerical, Paraprofessionals, and Technicians;
 5. Lunch Monitors, and Bus Monitors;
 6. Reading Assistants, and Learning Tutors;
 7. Teaching Assistants, and Health Care Assistants.

An AR shall only represent those employees in their respective areas.

- C. No ESP Staff Representative shall have access to or enter the District's premises for purposes of conducting Association business without the prior permission of the Superintendent or his/her designated representative.
- D. During scheduled working times, Association activities, including grievance processing, except as specifically set forth in the Grievance Procedure, Article VIII, Employees Rights, Article III, shall not take place on District premises, except during break and/or lunch periods or before or after work.

ARTICLE VIII

GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement. If any such grievance arises there shall be no stoppage or suspension of work on account of such difference, but the grievance shall be submitted to the following grievance procedure.

An employee shall have the right at any time to present a grievance to the immediate supervisor and to have the grievance fully adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of the Agreement, and the bargaining representative of the Local Association has been given the opportunity to be present at such adjustments.

- B. **Step One:** Within ten (10) days of the time the grievance arises, the employee may present the grievance to his/her immediate supervisor in an attempt to resolve the matter informally. If the employee is not satisfied with the result (s) of the meeting, he/she may formalize the complaint in writing on the form attached as Appendix K.
- C. **Step Two:** In the event the grievance is not resolved to the satisfaction of the employee(s) at Step One, the employee may submit the formalized grievance within five (5) days of the Step One meeting, and in any event within fifteen (15) days of the occurrence to his/her immediate supervisor with a copy to the Local Association President. The written grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall outline all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and/or the Association with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee(s) involved. The intermediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Local Association President.
- D. **Step Three:** In the event the employee(s) are not satisfied with the disposition of the grievance at Step Two, said employee(s) shall transmit the grievance to the Assistant Superintendent in charge of Personnel or his/her designee within five (5) days of receipt of the Step Two answer.

If no answer was rendered within the time provided in Step Two, said member shall transmit the appeal within five (5) days following the date the Step Two answer was due. Within five (5) days following receipt of the appeal, the Assistant Superintendent or his/her designee shall meet with the employee(s) and a representative of the Local Association. The Assistant Superintendent or his/her designee shall render a written decision within five (5) days of the Step Three meeting, with copies to the Local Association President and the grievant(s).

- E. **Step Four:** In the event the Association is not satisfied with the disposition of the grievance at Step Three, it may, within five (5) days of receipt of the Step Three answer,

ARTICLE VIII - GRIEVANCE PROCEDURE (Continued)

appeal the grievance in writing to the Superintendent. If no answer was rendered within the time provided in Step Three, the Association shall transmit the appeal within five (5) days following the date the Step Three answer was due. The written appeal shall specify the issues involved and the position of the Association. The Superintendent or his/her designee, together with another representative of the District, shall, within five (5) days following receipt of the Step Four appeal, meet with two representatives of the Association. At the request of either party, the employee(s) may be present. The Superintendent or his/her designee shall answer the grievance in writing within five (5) days of the conclusion of the Step Four meeting, with copies to the Local Association President.

- F. The term "days" when used in this article shall mean workdays Monday through Friday excluding observed District holidays or Act of God Days. Any grievance not processed within the applicable time limits (including dates for filing the grievance initially) and not advanced to the next step within the applicable time limits, shall be deemed abandoned. Time limits may be extended through written mutual agreement of the District and the Association; then the new date shall prevail.
- G. The District shall not be required to pay back wages prior to the date a written grievance is filed.
 - 1. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate. Any settlement of back pay claim shall not exceed the amount of wages the employee would otherwise have earned from his/her employment with the District, less any unemployment compensation paid by the District during the time he/she is off work unless the employee is obligated to repay the unemployment compensation and does in fact repay it.
 - 2. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance unless such grievance has been designated as a representative grievance by mutual written agreement by the parties.
 - 3. If an employee shall be found to have been improperly disciplined, said employee shall have his/her record cleared of any reference to the action unless otherwise provided in the finding.
- H. Grievances arising under this Article shall be processed during non-work hours unless otherwise mutually agreeable. An employee who must be involved in the grievance procedure during the workday shall be excused with pay for that purpose.
- I. If a grievance involves more than one (1) employee, one (1) member of the group may file the grievance at Step Three of the Grievance Procedure, if the grievance names all the employees involved and is signed by all involved.

ARTICLE VIII - GRIEVANCE PROCEDURE (Continued)

- J. Any agreement reached by the District and the Association is binding on all employees affected and cannot be changed by any individual.
- K. In the event an employee is given a disciplinary suspension of five (5) days or more or is discharged, the employee may file a written grievance within five (5) work days of the suspension or discharge at Step Four of the Grievance Procedure.
- L. Any grievance which arose prior to the effective date of this initial Agreement shall not be processed.
- M. Any claim or complaint for which there is another specific forum established by law shall not be processed beyond Step Four of the Grievance Procedure. Furthermore, in the event an employee elects to pursue a legal or statutory remedy, such election shall bar any further or subsequent proceedings for relief under the Grievance Procedure.

ARTICLE IX

ARBITRATION

- A. If a grievance is not resolved in Step Four of the Grievance Procedure, Article VIII, and if it involves an alleged violation of a specific article and/or section of the Agreement which is subject to arbitration, either party may, at its option, submit the grievance to arbitration by written notice delivered to the other party (i.e., Superintendent or Local Association President) as the case may be, ten (10) days after receipt of the Superintendent's answer in Step Four of Article VIII. The written notice shall state the issue involved, the position of the party filing for arbitration, and the relief requested. If no such notice is given within the ten (10) day period, or if the matter is not otherwise timely, or if the matter is not subject to arbitration, the District's answer shall be final and binding on the Association, the employee(s) involved and the District.
- B. Following receipt of the notice to arbitrate, the Association and the District shall confer at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within ten (10) work days following receipt of the written notice, either the Association or the District may, within the next five (5) work days, apply in writing to the American Arbitration Association for appointment of an arbitrator under its rules, with a copy to the other side. It is agreed that no more than one grievance may be submitted to the same Arbitrator at the same time unless otherwise mutually agreed in writing.
- C. The Jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific article and/or section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the tests of arbitrability, the arbitrator shall proceed to decide such issue of arbitrability, including giving both sides the opportunity to file post-hearing briefs, before proceeding to hear the case upon the merits. If the grievance concerns matter not subject to arbitration, the arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.
- D. **Powers of the Arbitrator:** The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He/She shall have no power to establish wage scales.

The Arbitrator shall have no power to change any practice, policy or rule of the District, nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy or rule. The Arbitrator's power shall be limited to deciding whether the District has violated the specific article and section alleged in the grievance. The Arbitrator shall not imply obligations or conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District. The Arbitrator shall have no power to substitute his/her discretion for the District. The Arbitrator shall have no power to substitute his/her discretion for the District's in cases where the District is given discretion by this Agreement.

ARTICLE IX - ARBITRATION (Continued)

The Arbitrator shall not rule on any matter involving employee evaluations.

The Arbitrator shall have no power to interpret any state or federal law or state or federal administrative rule or regulation.

- E. At the time of the arbitration hearing, both the District and the Association shall have the right to examine and cross-examine witnesses. Upon request of either the District, or the Association, or the Arbitrator, a transcript of the hearing shall be made and furnished the Arbitrator, with the District and the Association having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the District and the Association a reasonable opportunity to furnish briefs.
- F. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his/her travel expenses, and the cost of any room or facilities and the expenses of the arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.
- G. After a case has been appealed to the American Arbitration Association, it cannot be withdrawn except by mutual written agreement of the parties.
- H. The decision of the Arbitrator, if within the scope of his/her authority as set forth above, shall, subject to judicial review, be final and binding on both parties.
- I. Any grievance not appealed to arbitration prior to the expiration of this Agreement shall not be subject to arbitration but may be referred to negotiations by the moving party unless otherwise mutually agreed in writing.

ARTICLE X

NO-STRIKE CLAUSE

- A. During the life of this Agreement, the Association shall not cause, authorize, sanction or condone, nor shall any member of the Association or any employee take part in, any strike, stay-in, slowdown, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, sympathy strike or other interference with the operations of the District, of any kind for any reason, including a labor dispute between the District and any other labor organization.

The Association shall not cause, authorize, sanction or condone, nor shall any member of the Association or any employee take part in, any picketing of the District's building, offices or premises because of a labor dispute with the District, arising under this Agreement, provided this section shall not be construed as restricting the Association's right to take lawful action in connection with negotiating future collective bargaining agreements,

- B. The Association agrees that it, and its officers, will take prompt affirmative action to prevent or stop unauthorized strikes, stay-ins, slowdowns, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work, sympathy strike or interference with the operations of the District. The Association further agrees that the District shall have the right to discipline, any or all employees who violate this Article and such action shall not be subject to the Grievance Procedure provision of this Agreement, except for the sole question as to whether or not the employee in question in fact violated this Article.
- C. In the event of a violation of this Article the District shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief; and in addition, in the event there is a concerted use of paid leave time, the District shall not be obligated to pay sick leave to any employee.
- D. During the life of this Agreement, the Association shall not cause or permit its members to cause, nor shall any employee in the bargaining unit engage in, any strike or restriction of work or refuse to perform their work because of a labor dispute between the District or any Company employed by the District and any other labor organization, whether or not the other labor organization establishes a picket line.

ARTICLE XI

DISMISSALS

- A. After completion of the probationary period, no employee shall be discharged or suspended without cause. Cause for discharge or suspension shall include, but is not limited to: misappropriation of funds, theft, assault, insubordination, being under the influence of alcohol or drugs, or drinking alcohol or taking prescribed drugs in excess of the proper dosage while on District premises, gambling or fighting while on District premises, abusive treatment of the public, illegal use of drugs or narcotics, intentional falsification of employment application or other District records, or for other misconduct which reflects adversely on the District or impairs the employee's ability to perform his/her job.
- B. The parties recognize the importance of maintaining a high standard of conduct among employees. When disciplinary measures are to be taken, they shall include, but not be limited to, the following:
1. Verbal Reprimand
 2. Written Reprimand
 3. Suspension
 4. Discharge

It is understood that, based on the seriousness and nature of the offense, the employee's past record, and other applicable factors, discipline may be initiated at any step.

ARTICLE XII

SPECIAL CONFERENCE

- A. Special conferences shall be arranged between the Association and the District or its designated representative upon the mutual agreement of the parties. Such meetings shall be between two (2) representatives of the Association and two (2) representatives of the District unless otherwise agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda unless otherwise mutually agreed. Conferences shall be held at mutually agreeable times and locations.

ARTICLE XIII

LENGTH OF SERVICE

- A. Employees shall be subject to a probationary period of sixty-five (65) days of work in any 12-month period, during which time the District shall have the right to discharge, discipline, transfer or demote employees without regard to the provisions of this Agreement; and no grievance shall arise therefrom. Upon the written request of the District, the Association may agree to extend the probationary period for an additional twenty (20) days of work. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- B. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the District to rehire or recall probationary employees.
- C. All employees shall hold dual seniority dates. The first shall reflect the most recent date of hire by the District. The second shall reflect the most recent date of District employment in one of the groups/classifications.
- D. Prior to the signing of this Agreement, the District and the Association will initial an up-to-date seniority list. The District shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and, if not so requested, the list shall become final at the end of such period.

The District shall continue to furnish the Association an up-to-date seniority list by October of each year. The District will notify the Association of new employees. In no event shall the District be required to pay back pay by reason of the correction of an error on such list.

- E. An employee shall be terminated and lose his/her seniority rights if he/she:
 - 1. Resigns.
 - 2. Is discharged and not reinstated.
 - 3. Is laid-off for a period of two (2) years or length of his/her seniority, whichever is less.
 - 4. Fails to report for work following recall from layoff, as provided in Article XVI, Section D.

ARTICLE XIII - LENGTH OF SERVICE (Continued)

5. Is absent for three (3) consecutive working days without notice to the District within said three (3) days, unless an exception is made by the District. This provision shall not be construed to otherwise limit the District's right to discipline employees for failing to comply with the provisions of Article XVI, Section D.
 6. Fails to return from a leave of absence at the designated time.
 7. Retires.
- F. It shall be the responsibility of each employee to notify the District in writing on the form provided, of any change of address or telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with the layoffs, recall or other notices to employees.
- G. For purposes of this Agreement, a "temporary employee" is a person hired for a specific period of time of six (6) months or less and such an employee is not covered by the terms of this Agreement. A "regular employee" is an employee hired for an indefinite period of time or more than six months.

ARTICLE XIV

PROMOTIONS

- A. A permanent job vacancy is an opening in a higher paying classification which is expected to continue for more than six (6) months. Permanent job vacancies or new jobs within the bargaining unit which are to be filled by the District by present bargaining unit members will be handled in the manner hereinafter outlined.
- B. Permanent job vacancies will be posted in accordance with the information contained in Appendix L, on the District bulletin boards for a period of five (5) workdays. A bargaining unit member desiring to apply for such a position shall notify the Assistant Superintendent in charge of Personnel or his/her designee on the form provided within the applicable time period. Employees on vacation or those working less than 52 weeks may file the form designating those promotional job(s) they desire to be considered for in the event a promotional opportunity arises during the summer.
- C. In filling such vacancies, consideration will be given to qualifications (including ability, prior training and experience, capacity to get along with others and employment record) and length of service with the District. Qualifications required for each vacancy shall be listed in respective job posting. These qualifications shall be equally applied to all applicants. If, in the District's judgment, there are two or more internal applicants who have equal qualifications, the applicant with the most seniority shall be given preference. The District's determination as to qualifications shall be conclusive.
- D. The employee selected for the promotion under Section C above, shall be subject to a trial period for up to thirty (30) days of work on the job to determine the employee's ability to perform the job, provided, however, the District may disqualify said employee at any time after commencement of the trial period if the employee cannot perform the job. It is understood that an employee will be given reasonable assistance and training for the job. If the employee is disqualified by the District, the District will advise the Association of the reason(s) for such employee's disqualification and the employee will be returned to his/her former classification. The employee shall have the opportunity at the employee's option, to revert back to his/her former classification any time within the first ten (10) working days of the trial period.
- E. When a job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Association shall be notified in writing. The District will, after written notice to the Association, establish a rate for a period of thirty (30) days following the date of notification to the Association. During this period, the Association may request, in writing, a meeting with the District to review the temporary rate. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

ARTICLE XV

TRANSFERS

- A. The District shall continue to have the right to temporarily transfer employees from one classification to another for up to six (6) months. The employee so transferred shall, if the transfer is to a lower classification, retain his/her current rate of pay. If the transfer is to a higher paying classification, the employee shall retain his/her rate of pay for the first ten (10) working days following the transfer and shall thereafter receive the next higher rate of pay for the new classification, but in any event not less than ten (10) cents per hour.

- B. In the event the bargaining unit member desires to be considered for a transfer from one work location to another or one classification to another which is equal or lower paying, the bargaining unit member may file a written request with the Assistant Superintendent in charge of Personnel or his/her designee. Such requests will remain on file for a period of one (1) year from the date of filing. In making transfers, the District will give consideration to the wishes of the employee, and the best interests of the District, provided, however, the decision of the Superintendent shall be final.

- C. In the event of a reduction of two (2) or more hours in a group/classification during the school year, the employee affected may at the end of the school year file an application for transfer to another position within the group/classification with more hours as provided in Section B above.

- D. The affected employee and the Association will be informed of an involuntary transfer at least five working days before it is effective except in emergency situations. Involuntarily transferred employees will be given the reason, as determined by the District, for the transfer.

ARTICLE XVI

REDUCTION IN PERSONNEL, LAYOFF AND RECALL

A. When it has been determined there is to be a reduction in the work force, beyond normal attrition of employees, due to such things as a shortage of funds; reduction of programs, or personnel; closing of buildings; and/or declining enrollment, the following procedures shall be followed:

1. Employees in:

Group One:	Bus Drivers
Group Two:	Paraprofessionals
Group Three:	Reading/Learning Tutors
Group Four:	Bus Monitors/Lunch Monitors
Group Five:	Custodians
Group Six:	Food Service
Group Seven:	Secretarial/Clerical
Group Eight:	Bus Mechanics
Group Nine:	Technicians
Group Ten:	Coordinator of Transportation
Group Eleven:	Teaching Assistants & Health Care Assistants

Shall be laid-off and recalled as provided herein:

- a. Probationary employees within the affected classification shall be laid-off in inverse order provided the remaining seniority employees in the classification can perform the available work.
 - b. After layoff of all probationary employees within the affected classification as provided above, seniority employees within the affected classification shall be laid-off by classification according to the date of entry seniority in the designated classification(s), starting with the least senior, provided the remaining employees in the classification(s) can perform the available work.
2. Under normal circumstances, no employee shall be laid-off pursuant to a reduction in the work force, unless said employee shall have been notified of said layoff, in writing, at least ten (10) days prior to the effective date of said layoff.

ARTICLE XVI - REDUCTION IN PERSONNEL, LAYOFF AND RECALL (Continued)

3. A laid-off employee shall be given preference over a new hire for a position within the bargaining unit if it is determined by the District that the laid-off employee is fully qualified for the position in question. It shall be the responsibility of the laid-off employee to notify the District in writing of his/her desire to be considered for such a position. For purposes of this section, an employee who has successfully completed sixty-five (65) days of work in a classification shall be deemed fully qualified for the classification or the group in those cases where there is only one classification in the group.
4. If the layoff of an individual in a classification is necessitated by a reduction or elimination of a position, the affected individual shall be permitted to exercise his/her seniority rights to replace the least senior employee in the same classification (provided the laid-off employee has more seniority and can perform the available work). It is recognized that assignments to a specific position, location or building within a classification shall be at the discretion of the District.
5. When an employee is removed from a classification in either Group 6, 7, or 8 as a result of layoff, the employee shall be allowed to apply his/her date of entry seniority in the group in the next lowest-ranked classification within the group (to which employees seniority entitles the individual) provided the employee can perform the available work.
6. For purposes of this Agreement, the following classifications shall be included in the Groups Five, Six and Seven, respectively.

Group Five - Custodial Classifications

1. Maintenance/Grounds
2. Lead Custodian
3. Custodian

Group Six - Service Classifications

1. Manager
2. Cook
3. Assistant

ARTICLE XVI - REDUCTION IN PERSONNEL, LAYOFF AND RECALL (Continued)

Group Seven - Secretarial/Clerk Classification

1. Finance
2. 52-Week Secretaries
3. Less than 52-week Secretaries
4. Library Clerks
5. Clerical

- B. For purposes of this Agreement, date of entry seniority in a group, shall be defined as the most recent date appearing on the District's records indicating the date the employee began working in the group. Date of entry seniority in a classification, shall be defined as the most recent date appearing on the District's records indicating the date the employee began working in the given classification. It is expressly understood that seniority gained through previous employment in the District shall not apply, but only that seniority gained from the last permanent date of employment shall apply.
- C. Temporary adjustments to the work force due to such things as breakdown of equipment, fire, acts of God, civil discords, or other conditions beyond the control of the District may be made without application to the provisions of this Article for a period not to exceed twenty (20) calendar days, unless the Association agrees otherwise. Implication of this provision may be delayed beyond the 20-day period at the request of the Association. However, once implementation of this provision is requested by the Association, the District shall have five (5) working days to comply.
- D. Employees shall be recalled in order of seniority, starting with the most senior, to the classification and group laid off from in accordance with the provisions herein, provided they have the ability to perform the available work. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. The recall notice shall state the time and date on which the employee is to report to work. It shall be the responsibility of each employee to notify the District, in writing, of any change in address and keep the District informed, in writing, as to where the individual may be contacted in the event of recall. The employee's address, as it appears on the District's records, shall be conclusive when used in connection with layoffs, recall, or other notices to employees. A recalled employee shall be given five (5) work days from receipt of notice to report to work. The District may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. However, if the recall notice is returned by the Post Office as undeliverable, it is understood that the District has no further obligation under this provision. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which they are qualified shall forfeit their seniority rights.
- E. In the event the District schedules a shortened workweek (including reducing hours) for any employee or group of employees within a classification or group, such shall not be considered a layoff and the provisions of this Article shall not apply.

ARTICLE XVI - REDUCTION IN PERSONNEL, LAYOFF AND RECALL (Continued)

- F. In situations where two (2) or more employees have the same seniority date, the District will have the right to layoff based on the additional considerations of qualifications as defined in Article XIV, Promotions.

ARTICLE XVII

LEADERS

A. An employee classified as a "Lead" is a member of the bargaining unit. The District shall, after consultation with the Association, determine the need for Leads in each group and the District shall have the responsibility for their selection and demotion. Duties of an employee classified as a Lead, in addition to their regular duties, may include:

1. Responsibility for the delegation of work to be performed and the training and instruction of other employees in the appropriate group.
2. Responsibility for providing advice on correcting difficulties encountered by employees in the group.
3. In group Five, Leads will also be responsible for maintenance and repair work.

A Lead shall have no authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees or assume any other supervisor responsibility of management.

ARTICLE XVIII

ATTENDANCE

- A. Employees are expected to report to work on time and to observe working hours that have been established.
- B. In recognition of the difficulties imposed upon the District through failure of employees to comply with working schedules, employees shall make prior arrangements with their designated supervisor whenever they expect to absent themselves from work. Failing in this responsibility, day shift employees must notify their supervisor (or designated representative) at least one (1) hour before their work day begins and report their absence together with the reason for the absence and the intended date of return. Afternoon-shift employees must call their supervisor by 12:00 noon. Employees who fail to comply with this provision will be considered to be absent without pay for the day (or portion thereof) in question. It is understood that emergency circumstances may arise when it is not possible to comply with the notification provision.
- C. In the event an employee reports late for work without having properly notified their immediate supervisor the employee may be sent home without pay for the day if other arrangements have been made to cover the employee's work.

ARTICLE XIX

WORKING CONDITIONS

- A. The District recognizes its responsibility to make reasonable provisions for the health and safety of its employees during hours of their employment. Employees likewise recognize their responsibility to utilize all protective devices provided by the District and to observe all District safety rules. Employees should promptly report any unsafe practice, condition or fire hazard to their supervisor.
- B. Medications shall be administered and dispensed in accordance with existing District policy. Policy books will be provided in an accessible location for all schools.
- C. The District shall continue to provide uniforms or smocks to the following employee groups as indicated below:

Custodians	Long-sleeved uniforms or smocks (3) and short-sleeved shirts/smocks for summer months - (2) per year
Bus Mechanics	Uniforms (5) per year
Food Service	Uniform/smock/shoe Allowance: \$75.00 per year

A food service/custodial employee who has an adequate supply of smocks/uniforms may choose to purchase suitable shoes to be worn to work. It is also an option to split the funds to purchase some smocks/uniforms and use the remaining funds toward work shoes. The food service allotment will be equivalent to the cost of five smocks, and the custodial allotment will be equivalent to the cost of three uniforms and two extra shirts. If an employee plans to take advantage of the shoe credit, he/she must notify the supervisor before smocks/uniforms are ordered for the year. If an employee purchases work shoes, a receipt for the shoes purchased should be submitted by custodians and food service to their supervisor by October 31. Reimbursement will follow according to the next accounts payable schedule.

It shall be mandatory for employees provided with uniforms to wear them whenever regularly scheduled to work. Employees who terminate their employment must return the uniforms or agree to have the cost of the uniforms deducted from their final pay. This does not apply to uniforms more than one (1) year old.

- D. Employees required and authorized in the course of their work to drive personal automobiles shall be reimbursed for actual mileage on the basis of the applicable IRS reimbursement rate per mile. Mileage shall be turned in monthly and must be approved by the immediate supervisor.

ARTICLE XIX - WORKING CONDITIONS - (Continued)

- E. If a seniority employee is formally evaluated in writing by District representatives, the evaluation report shall be shown to the employee and signed by the employee if it is acceptable to him/her. If the employee does not agree with the evaluation, the employee will be only required to initial it as evidence of having seen or read the evaluation report. In addition, space shall be provided on evaluation sheets for an employee's comments; however, it is understood that such a written evaluation itself is designated to improve employee performance and will not be used as formal discipline and therefore shall not be subject to the Grievance Procedure.
- F. A supervisor who is returned to the bargaining unit shall receive full credit for all time spent with the District while in a supervisory position (for purposes of establishing a date of entry seniority date) in the classification or group in question. An employee who is transferred to a job outside the bargaining unit (whether before or after the Association was first certified) shall retain and accumulate his/her seniority. Any employees in the bargaining unit on the date of ratification who were transferred to the bargaining unit from a position outside the unit shall receive full credit for all time spent in the District. This clause shall not be construed to limit the District's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.
- G. Each school shall post a notice of those individuals who are in charge in the absence of the building principal.
- H. Custodial employees working alone in a building on the night shift shall call the high school custodial office immediately prior to the end of their shift.
- I. Employees shall not be required to bring in their personal tools or equipment to perform work for the District with the exception of the bus garage mechanic who will use his personal hand tools.
- J. Employees shall continue to be eligible to participate in the tuberculin skin test clinic arranged by the District on the same basis as other employees of the District. The District shall continue its practice of paying for the Bus Drivers' annual physical.
- K. The school District will reimburse bus drivers and food service employees for the cost of the licenses required for employment, excluding the cost of the operator's license.

ARTICLE XIX - WORKING CONDITIONS - (Continued)

L. The Board of Education recognizes the importance of a trained staff. In order to address the variety of needs within the E.S.P. bargaining unit, training will be distinguished in two ways:

1. Training that takes place during regularly scheduled hours will be paid at the employee's regular hourly rate.
2. Employees will be reimbursed in the following manner for training scheduled during the hours for which they are not regularly scheduled to work:

Training Rate:

1998-99	\$10.00 per hour
1999-00	\$10.25 per hour
2000-01	\$10.50 per hour

ARTICLE XX

SUBCONTRACTING

- A. It is agreed that before the District permanently removes bargaining-unit work regularly and normally performed by members of the bargaining unit which will result in the layoff of a member of the bargaining unit (either through contracting or transferring work out of the unit), the District will notify the Association in writing. Upon written request from the Association, filed within five (5) work days from the notification, the District will meet with the Association within five (5) work days of the request to negotiate the matter in a special conference(s), it being understood that the District will not take any final action until after the special conference(s) has been concluded. Under normal circumstances, supervisors shall not perform bargaining-unit work if it will result in the termination or layoff of employment of a seniority member of the bargaining unit except that if technological change is involved, this provision shall not apply and the matter shall be subject to a special conference.

ARTICLE XXI

LEAVES OF ABSENCE

- A. The District may grant a personal leave of absence other than covered herein, without pay or fringe benefits, to regular, seniority employees with one (1) or more years of service for periods of up to thirty (30) calendar days. Written request for such leave and extensions thereof must be submitted to the employee's supervisor and approved by the Superintendent or his/her designee, in writing prior to the start of the leave. Length of service shall be continuous during such a leave.
- B. A regular seniority employee who is unable to perform his/her assigned duties because of personal illness or disability and who has exhausted all sick leave or has chosen not to exhaust his/her sick leave (and who has exhausted all vacation time) shall, at the written recommendation of a physician, be granted a health leave of absence, without pay or fringe benefits, for the duration of said illness or disability up to two (2) years or length of seniority, whichever is less. A written request for a health leave must be submitted to the Superintendent or his/her designee within ten (10) days prior to the exhaustion of sick leave or vacation time and in any event, prior to the start of such leave. Within ten (10) work days prior to the expiration of the leave, the employee shall notify the District in writing of his/her intent to return to work and accompany said notification with a written statement from the acting physician certifying the employee's fitness to fulfill his/her normal duties. Upon expiration of the leave, the employee will be returned to his/her former group/classification, providing his/her seniority so entitles him/her and the employee can perform the available work.
- C. An employee on military leave for service in the armed forces of the United States shall be reinstated upon completion of such service in accordance with the applicable laws.
- D. Any employee who obtains employment while on a leave of absence shall automatically terminate their employment from the District effective on the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.
- E. A regular, seniority employee who is summoned and reports for jury duty as prescribed by applicable law, shall be paid an amount equal to the difference between the amount of wages (excluding any premiums) the employee would otherwise have earned by working the normal-scheduled straight-time hours for that day and the daily jury duty fee paid by the Court (not including travel allowance or reimbursement of expenses) for each day on which the employee reports for or performs jury duty provided the employee would have otherwise been scheduled to work for the District that day. The District's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) workdays in any calendar year. In order to receive payment, an employee must give the District prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims such payment. The District reserves the right to seek to get the employee excused from jury duty in order to work. An employee excused from jury duty prior to noon on any day, shall promptly report to work for the balance of that day.

ARTICLE XXI - LEAVES OF ABSENCE (Continued)

- F. When death occurs in the immediate family of a seniority employee (immediate family shall be spouse, father, mother, children, brother, sister, father-in-law, mother-in-law, grandchildren or grandparents), the employee, upon request, will be allowed to use accumulated sick leave for any of the five (5) normally scheduled working days immediately following the death, provided the employee otherwise would have worked on said days. An employee may be granted additional time off without pay, upon approval of his/her supervisor and the Superintendent or his/her designee. Furthermore, days may be deducted from sick leave because of the death of persons not named in the list as approved by the Superintendent or his/her designee.
- G. If an employee reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than ten (10) working days due to personal illness or disability, he/she shall immediately notify the Superintendent or his/her designee of this fact, and shall provide the Superintendent or his/her designee at the employee's expense, with a physician's statement setting forth the specific illness or disability, the date the disability will commence, and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that the employee will comply with this section at least four (4) months before the expected date of birth.
- H. Leaves of Absence Without Pay - Family and Medical Leave Act - Eligible employees are entitled to benefits under the Family and Medical Leave Act of 1993 (FMLA). Up to 12 weeks of unpaid, job protected leave, which includes employer-paid insurance benefits, may be requested by employees for a specific variety of reasons. (Please refer to our FMLA procedural guidelines in your employee handbook.) Accrued sick days/personal days will be used for salary continuation. This benefit will be applied so as not to diminish any rights of employees under the Master Agreement.

ARTICLE XXII

SICK LEAVE AND BUSINESS DAYS

- A. All seniority employees shall earn and be credited with one (1) workday of sick leave per month of work. For those working less than an eight (8) hour day, a sick leave day taken shall be paid at the number of hours the employee was regularly scheduled to work on the day in question. Those employees who are regularly scheduled to work fewer than five (5) days per week will have their sick days prorated accordingly, i.e., those who work four (4) days per week will earn eighty percent (80%) of the full number of sick days. Unused sick leave shall accumulate from year to year.

- B. All seniority employees with 20 years of service shall earn and be credited with a total of 15 sick days per year (2 per 1st five qualifying months, 1 per the remaining of the qualifying months not to exceed 15). Seniority employees with 25 years of service shall earn and be credited with a total of 18 sick days per year (2 per the 1st eight qualifying months, 1 per the remaining qualifying months not to exceed 18).

- C. Sick leave shall be available for use by seniority employees for personal illness or injury (including a doctor's appointment), provided, however, the employee must have complied with the call-in provisions set forth in Article XVIII Section B. Sick leave may be used in increments of one-half (1/2) day. A seniority employee may use up to five (5) of the employee's sick days per year chargeable against the employee's sick leave for illness in the employee's immediate family (father, mother, brother, sister, spouse or children). Probationary employees will accumulate sick leave during their probationary period but cannot receive or use sick leave during their probationary period.

- D. For purposes of this article, an employee must work at least five (5) days in the month to be considered to have a month of service and qualify for a sick leave day for said month. For accounting purposes, employees will be credited with their potential year's accumulation of days (after completion of the probationary period), after the completion of the first day of work each year (July or later), provided, if the employee terminates employment during said year, he/she shall repay any unearned sick days used up to that point, hereby authorizing a payroll deduction for said reimbursement from his/her final check.

- E. To help reduce abuse of sick leave, after an employee has used up six (6) or more sick days a year, the District reserves the right to require a doctor's statement for each subsequent absence in the school year before additional sick leave days are granted. Exceptions for the purpose of computing the six (6) day use rule are injury compensable under the Michigan Worker's Compensation Act and time lost due to an illness or injury requiring hospitalization. Furthermore, this provision shall not apply until the employee has been put on notice that he/she must comply with this provision for subsequent use of personal sick leave. Said doctor's statement shall be at the employee's expense.

ARTICLE XXII - SICK LEAVE AND BUSINESS DAYS (Continued)

F. All seniority employees who are collecting Worker's Compensation because of a work related injury may choose to receive the equivalent of a full payroll check during the compensable time off, as the employee will be paid a worker's compensation payment plus a proportional share of accumulated sick leave. The accumulated sick leave shall be reduced only by the prorated share of a sick day to make up the difference between the worker's comp payment and the regular payroll until the employee's accumulated sick leave is exhausted. An employee may choose not to reduce his/her accumulated sick leave by accepting the worker's compensation as payment in full during the compensable period.

G. All seniority employees shall be granted two (2) business days per year. Written application for use of a business day shall be made to the supervisor at least three (3) days in advance, if possible. Use of business days shall be subject to the approval of the District. Business days may only be used for legal business, household, family matters (including recognized religious observances which require abstinence from work), doctor or dental appointments, provided said items require absence during normal working hours and cannot be taken care of at any other time. Such things as recreation, shopping, and vacation, are not considered proper use of business days. A business day may not be taken immediately preceding or following a holiday or school recess, or immediately before or after any leave without pay. Unused business days shall be added to sick leave. Business days may, at the discretion of the District, be used in increments of one-half (1/2) day.

If a seniority employee utilizes his/her two personal business days prior to the end of the school year and an emergency arises, the seniority employee may trade two (2) of his/her accrued sick leave days for one (1) additional personal business day. The seniority employee must make written application to the appropriate principal/supervisor and personnel office in advance of taking such days.

An emergency includes deaths or illness, in addition to those listed previously in this article, and legal business or family business, that cannot be conducted at other reasonable times. This provision allows for a maximum of one (1) additional personal business day.

H. All accumulated unused sick leave will be paid upon retirement under the terms of the Michigan Public School Retirement Law at the final average daily rate of pay of the affected employee at the time of retirement up to a maximum of \$3,000.00. The average daily rate will be based on the last 90 days of employment. This employee must have been employed in the Saline School District for twenty years. An employee employed ten years but less than twenty years in the Saline School District who retires under the terms of the Michigan Public School Retirement Law will receive a pro-rated amount of accumulated sick leave pay based on the number of years of employment in the Saline School District in relation to the twenty year basis.

An employee shall notify the Board in writing on or before April 1st if he/she intends to retire at the end of the school year.

I. Seniority employees who qualify for personal business days pursuant to SECTION F of ARTICLE XXII shall be eligible to request either of the following for their unused personal business days:

ARTICLE XXII - SICK LEAVE AND BUSINESS DAYS (Continued)

1. To have unused personal business days added to sick leave accumulation, or
2. Upon written notification to the business office two (2) weeks prior to the last scheduled workday for the employee, receive the following reimbursement per unused day:

2-hour employees	\$ 5.00 per unused day
3-hour employees	\$10.00 per unused day
4-hour employees	\$15.00 per unused day
5-hour employees	\$20.00 per unused day
6-hour employees	\$25.00 per unused day

Failure to notify the business office within the timelines will result in unused personal business days automatically added to the employee's sick leave accumulation.

Subject to the prior written approval of the superintendent or his/her designee, the E.S.P. president and representative assembly delegate may take up to three (3) days per fiscal year to attend M.E.A. and N.E.A. sponsored events. All requests must be submitted to the office of the superintendent or his/her designee in writing at least one full week in advance of the leave date. Availability of substitutes may determine the use of these days.

ARTICLE XXIII

VACATIONS

- A. Vacation pay shall be based on the employee's regular straight-time base rate in effect at the time the vacation check is computed.
- B. Vacations will be granted at such times during the year as are suitable, considering the wishes of the employee and the efficient operation of the District, provided the decision of the District shall be final. Employees shall turn in vacation requests prior to May 1 of each year. In event of a conflict with employees desiring the same time off, preference will be granted based on length of service with the District for those who have turned in their requests prior to May 1. At all other times, a minimum of two (2) weeks notice may be required.
- C. A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each vacation year. A vacation may not be waived by an employee and extra pay received for work during that period.
- D. For purposes of computing vacations, an employee must work at least five (5) days in the month to be considered to have gained a month of service.
- E. Regular, full-time, fifty-two (52) week employees shall, subject to the provisions of Article XXIII, earn credit toward vacation with pay in accordance with the following schedule. The vacation year shall be July 1 to July 31 of the following year. If, on July 1 of each year the employee has:

Six (6) months, but less than one (1) year of seniority:

He/she shall earn one-half (1/2) working day for each month of service in the previous fiscal year, up to five (5) working days.

One (1) year, but less than five (5) years of seniority:

He/she shall earn one (1) working day for each month of service in the previous fiscal year, up to ten (10) working days.

Five (5) years, but less than eleven (11) years of seniority:

He/she shall earn one and one-half (1-1/2) working days for each month of service in the previous fiscal year, up to fifteen (15) working days.

Eleven (11) or more years of seniority:

He/she shall earn two (2) days for each month of service in the previous fiscal year, up to twenty (20) working days.

ARTICLE XXIII – VACATIONS (Continued)

Twenty (20) or more years of seniority:
He/she shall earn twenty-two (22) days.

Twenty-Five (25) or more years of seniority:
He/she shall earn twenty-four (24) days.

F. The District will grant vacation pay to employees who work less than a fifty-two (52) week year but more than forty-two (42) weeks based on the following schedule:

One (1) week	= One (1) vacation day
Two (2) weeks	= Two (2) vacation days
Three (3) weeks	= Three (3) vacation days
Four (4) weeks	= Four (4) vacation days
Five (5) weeks	= Five (5) vacation days

Employees who work fifty weeks or more shall be placed on the regular vacation schedule.

G. Vacation pay will pro-rated for people who 52 weeks, but not necessarily 5 days a week. The pay shall be computed on his/her daily hours for the entire school year per Article XXIII, and pro-rated to determine the number of days/hours earned.

ARTICLE XXIV

HOLIDAYS

- A. In order to qualify for holiday pay, an otherwise eligible employee must work all the scheduled hours on the last scheduled workday prior to and the next scheduled workday after such holiday or be on an authorized paid leave, and have seniority on the last workday prior to the holiday. Paid leaves shall mean jury duty, vacation and funeral leave. In addition, absence due to illness verified by a doctor's excuse and covered by sick leave shall also be included as a paid leave provided a doctor's excuse shall only be required after an employee has been put on notice (with a copy to the Association) that future absences on the qualifying days of a holiday must be verified by a doctor's excuse. Employees on leave of absence, layoff, etc., are not eligible for holiday pay.
- B. All employees' pay shall be calculated at the employee's straight time rate (excluding any premiums) times the average hours normally scheduled to work on the day in question (not to exceed eight (8) hours).
- C. Holiday Calendar for 1998-2001

Eligible employees shall receive holiday pay based on the length of their work year. There shall be two (2) categories of employees for purposes of calculating holiday eligibility. These categories are:

- 1. 52-week employees
- 2. Less than 52-week employees

Less than 52-week employees shall be granted all holidays which fall within their regular work year. To be eligible for a holiday, the employee must be scheduled to work before the holiday(s) scheduled and after the holiday(s) scheduled as part of their regularly scheduled work year. For example, an employee whose regularly scheduled work year starts after Labor Day would not be granted holiday pay for that day.

All employees who work on holidays shall have the option of (a) being paid for the holiday as well as the day worked, or (b) having the holiday rescheduled and being paid for the day worked.

ARTICLE XXIV – HOLIDAYS (Continued)

Holiday Calendar for 1998-99		Less than 52 -Week Employees	52 -Week Employees
Friday	July 3, 1998		X
Monday	July 6, 1998		X
Monday	September 7, 1998	X	X
Thursday	November 26, 1998	X	X
Friday	November 27, 1998	X	X
Thursday	December 24, 1998	X	X
Friday	December 25, 1998		X
Monday	December 28, 1998		X
Thursday	December 31, 1998		X
Friday	January 1, 1999		X
Friday	February 12, 1999	X	X
Monday	February 15, 1999	X	X
Monday	May 31, 1999	X	X

ARTICLE XXIV – HOLIDAYS (Continued)

Holiday Calendar for 1999-2000		Less than 52 -Week Employees	52 -Week Employees
Monday	July 5, 1999		X
Monday	September 6, 1999	X	X
Thursday	November 25, 1999	X	X
Friday	November 26, 1999	X	X
Wednesday	December 22, 1999		X
Thursday	December 23, 1999		X
Friday	December 24, 1999	X	X
Thursday	December 30, 1999		X
Friday	December 31, 1999		X
Friday	February 11, 2000	X	X
Monday	February 14, 2000	X	X
Friday	April 21, 2000		X
Monday	May 29, 2000	X	X

ARTICLE XXIV – HOLIDAYS (Continued)

Holiday Calendar for 2000-01		Less than 52 -Week Employees	52 -Week Employees
Monday	July 3, 2000		X
Tuesday	July 4, 2000		X
Monday	September 4, 2000	X	X
Thursday	November 23, 2000	X	X
Friday	November 24, 2000	X	X
Monday	December 25, 2000		X
Tuesday	December 26, 2000		X
Wednesday	December 27, 2000	X	X
Monday	January 1, 2001		X
Friday	February 9, 2001	X	X
Monday	February 12, 2001	X	X
Friday	April 13, 2001		X
Monday	May 28, 2001	X	X

ARTICLE XXV

HEALTH INSURANCE

- A. For the life of this agreement, the District shall pay the premiums in accordance with the provisions contained in Appendix K to furnish Blue Cross/Blue Shield MVF I, with riders D45 NM, PPNV-1, XVA, ML, PDP \$3.00 co-pay, CMM Options I, SAT2, SOT-PE, and FAE-RC, for eligible seniority employees who enroll in the plan and meet the requirements contained in this article.

Annual Physical Coverage: Subject to all conditions, limitations and exclusions, a benefit will be paid up to \$200 for charges made to a covered Employee or eligible Dependant rendered by a licensed physician or, at the physician's direction, by his or her staff of registered professionals (i.e., Registered Nurses, and or allied health professionals), for an Annual Physical as defined below, received by the covered Employee or Dependant while he or she is covered under this Plan.

Annual Physical: One routine physical exam or one routine gynecological exam in a 12-month period (not calendar year). Includes cancer screening; electrocardiogram; chest x-ray; complete blood profile; chemical profile; urinalysis; fecal occult blood count.

Seniority employees who are regularly scheduled to work six (6) hours per day, five (5) days per week (or an average of thirty (30) hours per week) and are eligible for 100% Board-paid health insurance premiums under the applicable collective bargaining provisions shall have the option of not choosing Board-paid hospital-surgical coverage and, for the life of this agreement, may elect the following:

1. Elect "cash in lieu of" according to the benefits allowed:

Single person	\$1,200
Two person	\$2,500
Full family	\$2,900
2. For part-time employees: have the Board pay a pro-rated portion of the "cash in lieu of" with said pro-rated amount being based on the amount of premium actually paid by the Board.
3. Said election shall be made and become effective October 1st of each school year.
4. If there are changes in family conditions (e.g., death or divorce) which result in a loss of health coverage to an employee originally choosing the health insurance option, the affected employee may elect to take the health insurance provided by the Board and be provided such coverage in accordance with the requirements of the carrier.

- B. For an eligible employee to become insured, the employee must enroll in the plan within thirty (30) days of the employee's employment and pay the premium until eligible for the District contribution as provided in Section A, or the employee may become insured during the annual open-enrollment period, provided in no case will the District pay the premiums until the first of the month following completion of the probationary period or until the employee has been covered for a period of one (1) month, whichever is later. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

ARTICLE XXV - HEALTH INSURANCE – (Continued)

- C. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated. In case of layoffs or leaves of absence beyond ten (10) days, said insurance coverage will be continued for up to twelve (12) months, only if the employee makes arrangements to maintain the group coverage by paying the premium in advance as arranged with the Personnel Office.

- D. Coverage and benefits under the above insurance plans are subject to terms and conditions contained in the contracts between the District and the carriers. The District reserves the right to select the carrier, to bid carriers and to change carriers, providing comparable coverage is provided. In the event the District considers becoming self-insured, the matter shall be subject to a special conference and guarantees shall be provided to assure coverage identical to the then existing coverage, unless otherwise agreed before any such action can be taken. No matter contained in this Article, except failure to pay the premiums, shall be subject to the Grievance Procedure, Article VIII.

ARTICLE XXVI

LIFE INSURANCE

- A. Regular employees scheduled to work four (4) hours or more per day shall have the premiums paid by the District to provide \$25,000.00 group term life insurance. Regular employees scheduled to work less than four (4) hours shall have the premiums paid by the District to provide \$15,000.00 group term life insurance.
- B. For an eligible employee to become insured, the employee must enroll in the plan within ten (10) days prior to the expiration of his/her probationary period, provided, in no case will the District pay the premiums until the first of the month following the completion of the employee's probationary period. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.
- C. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated. In case of layoffs or leaves of absence beyond ten (10) days, said insurance coverage will be continued for up to twelve (12) months only if the employee makes arrangements to maintain the group coverage by paying the premium in advance as arranged with the Personnel Office.
- D. Coverage and benefits under the above insurance plan is subject to the terms and conditions contained in the contract between the District and the carrier. Any rebates or refunds on premiums shall accrue to the District. The District reserves the right to select the carrier, to bid carriers and to change carriers, providing comparable coverage is provided. In the event the District considers becoming self-insured, the matter shall be subject to a special conference and guarantees shall be provided to assure coverage identical to the then existing coverage, unless otherwise agreed before any such action can be taken. No matter contained in this article, except failure to pay the premiums, shall be subject to the Grievance Procedure, Article VIII.

ARTICLE XXVII

DENTAL INSURANCE

- A. For the life of this Agreement, the District shall pay the premium in accordance with the provisions contained in Appendix K, to furnish a group Dental plan for eligible employees in accordance with Section B. below. This Plan will be The Saline Area Schools Dental Plan and be comparable to SET/SEG.
- B. For an eligible employee to become insured, the employee must enroll in the plan within thirty (30) days of the employee's employment and pay the premium until eligible for the District contribution as provided in Section A. or the employee may become insured during the annual open-enrollment period, provided in no case will the District pay the premiums until the first of the month following completion of the probationary period or until the employee has been covered for a period of one (1) month, whichever is later. If away from work due to a disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.
- C. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or the employee goes on layoff. In cases of leaves of absence beyond ten (10) days, said insurance coverage will be continued only if the employee makes arrangements to maintain the group coverage by paying the premium in advance as arranged with the Personnel Office.
- D. Coverage and benefits under the above insurance plan is subject to the terms and conditions contained in the contract between the District and the carrier. The District reserves the right to select the carrier, to bid carriers and to change carriers, providing comparable coverage is provided. In the event the District considers becoming self-insured, the matter shall be subject to a special conference and guarantees shall be provided to assure coverage identical to the then existing coverage, unless otherwise agreed before any such action can be taken. No matter contained in the article, except failure to pay the premiums, shall be subject to the Grievance Procedure, Article VIII.

ARTICLE XXVIII

VISION INSURANCE

- A. For the life of this Agreement, the District shall pay the premium in accordance with the provisions contained in Appendix K, to furnish a group vision plan for eligible employees in accordance with Section B below. This Plan will be The Saline Area Schools Vision Plan. This should be comparable to MESSA VSPII.

- B. For an eligible employee to become insured, the employee must enroll in the plan within thirty (30) days of the employee's employment and pay the premium until eligible for the District contribution as provided in section A or the employee may become insured during the annual open-enrollment provided in no case will the District pay the premiums until the first of the month following completion of the probationary period or until the employee has been covered for a period of three (3) months, whichever is later. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

ARTICLE XXIX

WAGES

- A. Minimum wage rates are shown in the attached Appendices A through I. It is understood that the designation of a classification is not intended to designate job content or to restrict work assignments. In the event an employee is on a leave of absence or laid-off for half (1/2) or more of his/her scheduled work year, said employee shall not advance to the next step of the salary schedule similar to Section B below. It is further understood that the District shall have the right to grant outside experience at the time of employment not to exceed the third (3) year level, provided, however, the granting or not granting of experience credit shall not be subject to the Grievance Procedure.
- B. Movement to each yearly step on the salary schedule shall take place on July 1 of each year based on the following criteria: if an employee is employed prior to January 1, the employee shall move to the next year's level (one (1) year level if no experience credit was granted) the following July 1, provided, he/she has completed his/her probationary period; if the employee is hired after January 1, the employee shall not move to the next year's level on July 1, but must wait until the succeeding year to move to the next year's level.
- C. An employee promoted from one classification to another within a group shall be placed on the next higher step to his/her own wage schedule level for the new classification. An employee involuntarily transferred from one classification to another will be placed on the corresponding step of the new schedule (e.g., an employee on the fourth (4) step of one classification involuntarily transferred to another classification will be placed on the fourth (4) step).
- D. Effective July 1, 1998 the wage schedules shall be increased by 2.7%. Effective July 1, 1999, the wage schedules shall be increased by 2.6%. Effective July 1, 2000 the wage schedules shall be increased by 2.5%.
- E. The Association agrees that any error made by the administration in placing an employee on the proper step on the wage schedule shall be adjusted either for the benefit of the employee or the School District as soon as practicable after the error has been identified. However, no adjustment or correction shall be made on either the employee's or the District's behalf for any error identified after 24 months from the date of its first occurrence. The error will simply be corrected for future purposes.

Any under-payment by the District shall promptly be recovered by the employee and the employee brought back to the correct step on the wage schedule. Any overpayment will be recovered by the school District in equal installments of not to exceed six (6) months. The employee may pay in full in less than six (6) months at his/her option. Significant overpayments, in excess of five hundred dollars (\$500.00) or 50% of the affected employee's monthly net pay, will be repaid to the District in a period of not to exceed 18 months.

ARTICLE XXX

HOURS OF WORK

A. The District retains the right to schedule the work hours and work days and work year of employees according to the needs of the school system. The normal or typical workday for most regular employees shall be as follows:

- Group One: An AM assignment and a PM assignment
- Group Two: A two (2) hour block in the AM and/or a two (2) hour block in the PM
- Groups Three and Four: Between two (2) hours and seven and one-half (7-1/2) hours
- Group Five: Eight (8) hours excluding the lunch period (except as provided in Appendix E, Section C for afternoon-shift employees)
- Group Six: Between two (2) hours and seven and one-half (7 1/2) hours
- Group Seven: Between seven and one-half (7 1/2) and eight (8) hours
- Group Eight: Between seven and one-half (7 1/2) and eight (8) hours
- Group Nine: Between seven and one-half (7 1/2) and eight (8) hours
- Group Ten: Between seven and one-half (7 1/2) and eight (8) hours
- Group Eleven: Between seven and one-half (7 1/2) and eight (8) hours

However, nothing in this Agreement shall be construed as guarantee of the number of hours worked per day, the number of days worked in any week, or the number of weeks worked in any year, nor shall it limit the District's right to schedule work in excess of the normal workday or workweek. It is also understood that such things as District finances, labor disputes, energy crisis, governmental regulations and emergencies may arise which can require changes in work schedules once the school year is underway. It is further understood that the calendar for the school year shall be established by the Board of Education.

ARTICLE XXX - HOURS OF WORK (Continued)

- B. Time and one-half (1-1/2) shall be paid for all authorized hours worked in excess of eight (8) hours in any one work day (except for Food Service employees and Bus Drivers who shall be paid in accordance with the provisions of Appendices F and A, respectively) for forty (40) hours in any week. Time and one-half (1-1/2) shall be paid for all authorized hours worked on Sunday and on designated holidays herein (in addition to holiday pay). Payment of overtime rates shall not be duplicated for the same hours worked. Hours computed for overtime rates under one provision shall not be counted as hours worked in determining overtime under the same or any other provision, and there shall be no pyramiding of overtime.
- C. In the event the District establishes a new shift (excluding the current second shift in the custodial area) with a starting time between 3:00 p.m. and 4:00 a.m. or establishes a swing shift requiring Saturday or Sunday as a regular work day, the District will notify the Association and, upon request, negotiate the applicable premium, if any.
- D. In the event school is canceled because of inclement weather, those seniority employees not required to report for work, who otherwise would have been scheduled to work but for the school cancellation, shall be paid for a maximum of two (2) days per year. Each day's pay shall be calculated at the employee's straight time rate (excluding any premium) times the average hours normally scheduled to work on the day in question (not to exceed eight (8) hours). It is understood that all 52-week employees and building principals' secretaries or clerks (one per building) shall continue to be required to report for work unless otherwise notified by the Superintendent.
- Fifty-two week employees and building principals' secretaries or clerks (one per building) who report to work when school is closed because of inclement weather, shall be credited with compensatory time equal to one-half the hours worked on that particular day. In lieu of compensatory time, the affected employee may be paid for the time to which she/he is entitled upon the agreement of the employer and the employee. The compensatory time must be used or payment made within thirty (30) days of credit and be approved in advance by the supervisor.
- E. If a building or the District is closed on a regularly scheduled school day prior to the opening of school in the morning, E.S.P personnel assigned to the closed building will not report to work. This would be an unpaid day.

Exception: It is understood all 52-week employees and building principals' secretaries or clerk (one per building) would continue to be required to report to work.

ARTICLE XXX - HOURS OF WORK (Continued)

F. If a building/unit in the District closes during the school day for an emergency (anything other than weather) and students are dismissed, all E.S.P. employees (except custodians) assigned to that particular building, or District-wide, if the closing affects all buildings, will be sent home. Building secretaries or clerks (one per building) will remain on duty at their regular rate of pay unless otherwise notified by the Superintendent. Employees will be paid only the time worked. The transportation coordinator would remain on duty until all buses have returned.

Exception: It is understood all 52-week employees and building principals' secretaries or clerks (one per building) would continue to be required to report to work. If the emergency required all employees to evacuate, employees would be paid only the time worked.

G. These emergency days cannot be counted as snow days, and no "comp time" can be earned.

H. When an individual employee group reports to work and is unable to perform its duties due to an unforeseen emergency (example: transportation/vandalism), those individuals who report for duty and then are sent home would be paid for a minimum of one hour, or the time worked, whichever is greater.

ARTICLE XXXI

GENERAL INFORMATION

- A. The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or in respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement supersedes and cancels all previous agreements verbal or written or based on alleged District practices, between the District and the Association or any employee, and constitutes the entire agreement between the parties covering employees within the bargaining unit. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- C. If any article or section of this Agreement or any appendix thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any appendix thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. By mutual written agreement, the parties may meet to re-negotiate a replacement article or section.
- D. The District may at its discretion require that employees submit to physical and medical tests and examinations of a District-appointed doctor when such tests and examinations are considered necessary in maintaining a capable work force, or employee health or safety, provided, however, that the District will pay the cost of such tests and examinations, and provided further, that the Association is notified of the action. In the event a dispute arises as to an employee's physical and medical ability to perform his/her work based upon a medical examination pursuant to this section, the parties shall obtain an opinion from a specialist at the University of Michigan Medical Center; St. Joseph Hospital, Ann Arbor; or Ford Hospital in Detroit. The cost of said examination shall be shared by the parties.

ARTICLE XXXI – GENERAL INFORMATION (Continued)

E. All doctors' statements submitted pursuant to this Agreement shall contain the following information:

1. Date treated by doctor;
2. Diagnosis;
3. Whether or not the employee may return to work; and
4. Date employee may return to work.

Said doctors' slips shall be presented to the District upon the employee's return to work from the absence or disability in question.

F. There shall be two signed copies of any final agreement-one copy shall be retained by the District and one by the Association.

ARTICLE XXXII

TERMINATION

This Agreement shall be effective as of July 1, 1998, and shall continue in effect until midnight, June 30, 2001. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative the day and year first above written.

Educational Support Personnel Association (E.S.P.)

Board of Education, Saline Area Schools

E.S.P. Local President

Board of Education President

E.S.P. Staff Representative

Superintendent, Saline Area Schools

APPENDIX A

GROUP ONE - BUS DRIVERS

- A. Regular, Group One employees shall be paid at an hourly rate for actual days worked in accordance with the following schedule:

Group One - Bus Drivers

Step	1998-99	1999-00	2000-01
1	\$13.28	\$13.62	\$13.96
2	\$13.61	\$13.96	\$14.31
3	\$13.95	\$14.31	\$14.67
4	\$14.30	\$14.67	\$15.03
5	\$14.85	\$15.24	\$15.62
6	\$15.51	\$15.91	\$16.31
7	\$16.12	\$16.54	\$16.96
8	\$16.76	\$17.20	\$17.63
10	\$17.39	\$17.84	\$18.29
13	\$18.00	\$18.47	\$18.93
18	\$18.60	\$19.08	\$19.56

B. Other Rates:

1. Trip rate shall be based on a combination of the following: actual driving time will be based on the driver's hourly rate, and layover time shall be paid at the following rate:

<u>1998-99</u>	<u>1999-00</u>	<u>2000-01</u>
\$7.22	\$7.41	\$7.59

2. Breakdown time, while driving, shall be paid at the driver's hourly rate.
3. Mandatory Bus Driver/Bus Monitor Meetings - When the Transportation Supervisor calls a mandatory meeting for bus drivers (and bus monitors if needed) for the purpose of reviewing policies, setting or bidding routes, or addressing general business for that department, the drivers (and monitors, if required to attend) will be paid for the time they attend at the negotiated current training rate (p. 31).

APPENDIX A - GROUP ONE - BUS DRIVERS (Continued)

4. Separate hourly rates shall be paid for the following services in the Transportation Department.
 - a. Training New Drivers - regular hourly rate
 - b. Secretarial/Clerical assistance - regular hourly rate
 - c. Drug/Alcohol Testing - regular hourly rate
 - d. Driver Individual Route Mapping/Phoning - regular hourly rate

- C. For purposes of determining hours worked on a daily basis and establishing eligibility for benefits, employees in Group One will have the timed route time for their assigned runs combined with an additional twenty (20) minutes per day in consideration for normal start-up time including gassing up the bus, and normal clean-up time at the end of the day and waiting time.

- D. If a bus driver is taking a sick or personal day, the driver will be paid for all regularly scheduled runs for that day. This includes general education, special education, and vocational runs that are part of the driver's regular run. Field trips do not qualify for this.

- E. Employees desiring to take field trip assignments shall notify their supervisor prior to the start of each semester. Trips will be assigned to those who are on the trip list, provided the District reserves the right to assign a driver in the event a sufficient number of employees are not available from the list. Employees may have their names added to the list at any time. Employees may have their names removed from the list by mutual agreement. The Transportation Supervisor and the Area Representative for the Bus Drivers shall meet prior to the start of school to work out the details for implementing this provision.

Any driver who, because of a field trip, is not able to drive their regularly scheduled run, shall be paid for their regularly scheduled run, in addition to payment for the extra trip.

It shall be the policy of the District to require at least one (1) adult chaperone on a bus for all field trips.

- F. Bus Driver assignments shall be made on the following basis:
 1. The supervisor of transportation shall assign special education runs on a bid basis within three (3) weeks prior to the first day of each school year. Such assignments will be made in accordance with ARTICLE XIII, Section C, provided if a more senior applicant is denied a special education run, the employee may request and will be provided reasons for the denial. Applicant bidding on a special education run shall have participated in special education county workshops to qualify for bidding.

APPENDIX A - GROUP ONE – BUS DRIVERS (Continued)

2. Within two weeks prior to the first day of each school year, the Supervisor shall call a general meeting for all bus drivers at which time all remaining routes/runs will be open for bid and assigned on the basis of seniority. If an employee fails to appear at the aforementioned general meeting, he/she shall be ineligible to take part in the bidding process, and shall be subject to assignment by the Supervisor of Transportation. Exceptions to this procedure may be allowed only at times when it can be proven that circumstances beyond the employee's control prevent his/her attendance; i.e., illness/death in the family, in which case prior notification must be given. In such cases, the employee shall be considered to be entering a bid for his/her previous year's route, if it is available.
- G Bus Drivers will become eligible for vacation days when regularly assigned eleven (11) or more months of the year in accordance with Article XXIII. Such vacation days cannot be taken during the months of April, May, September and October.
1. Seniority for the award of the vacation days to bus drivers will begin on the first day of work on assigned eleven month run.
 2. The vacation days shall be paid at a rate which is the average workday regularly assigned on a yearly basis.
- H. The District will supply each driver with the reasonable and necessary cleaning supplies required to properly clean his/her bus.
- I. Alcohol and Drug Testing - All bus drivers shall be required to submit to and pass all physical examinations required by state or federal laws, including testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC x 431, and its implementing regulations. Please refer to the Employee Handbook for procedural guidelines for drug and alcohol testing.

APPENDIX B

GROUP TWO - PARAPROFESSIONALS

- A. Regular, Group Two employees shall be paid at an hourly rate for actual days worked in accordance with the following wage schedule:

Group Two - Paraprofessionals

Step	1998-99	1999-00	2000-01
1	\$11.17	\$11.46	\$11.75
2	\$11.45	\$11.75	\$12.04
3	\$11.73	\$12.03	\$12.33
4	\$12.03	\$12.34	\$12.65
5	\$12.40	\$12.72	\$13.04
6	\$12.59	\$12.92	\$13.24
7	\$12.78	\$13.11	\$13.44
8	\$12.88	\$13.21	\$13.54
10	\$13.08	\$13.42	\$13.76
13	\$13.41	\$13.76	\$14.11
18	\$14.01	\$14.37	\$14.73

APPENDIX C

GROUP THREE – READING/LEARNING TUTORS

- A. Regular, Group Three employees shall be paid at an hourly rate for actual days worked in accordance with the following wage schedule:

Group Three – Reading/Learning Tutors

Step	1998-99	1999-00	2000-01
1	\$10.20	\$10.46	\$10.72
2	\$10.45	\$10.73	\$10.99
3	\$10.71	\$10.99	\$11.26
4	\$10.98	\$11.26	\$11.55
5	\$11.26	\$11.55	\$11.84
6	\$11.54	\$11.84	\$12.14
7	\$11.83	\$12.14	\$12.44
8	\$12.09	\$12.40	\$12.71
10	\$12.24	\$12.56	\$12.87
13	\$12.40	\$12.72	\$13.04
18	\$13.05	\$13.39	\$13.73

APPENDIX D

GROUP FOUR – BUS MONITORS, LUNCH MONITORS

- A. Regular, Group Four employees shall be paid at an hourly rate for actual days worked in accordance with the following wage schedule:

Group Four - Bus Monitors, Lunch Monitors

Step	1998-99	1999-00	2000-01
1	\$9.01	\$9.24	\$9.47
2	\$9.23	\$9.47	\$9.71
3	\$9.46	\$9.70	\$9.95
4	\$9.69	\$9.95	\$10.20
5	\$10.31	\$10.58	\$11.84
6	\$10.92	\$11.20	\$11.48
7	\$11.55	\$11.85	\$12.15
8	\$11.75	\$12.05	\$12.36
10	\$11.95	\$12.27	\$12.36
13	\$12.16	\$12.48	\$12.79
18	\$12.35	\$12.68	\$12.99

- B. Bus Monitors will become eligible for vacation days when regularly assigned eleven (11) or more months of the year in accordance with Article XXIII. Such vacation days cannot be taken during the months of April, May, September and October.

1. Seniority for the award of the vacation days to bus monitors will begin on the first day of work on assigned eleven month run.
2. The vacation days shall be paid at a rate which is the average workday regularly assigned on a yearly basis.

APPENDIX E

GROUP FIVE - CUSTODIANS

- A. Regular, Group Five employees shall be paid at an hourly rate for actual days worked in accordance with the following wage schedule:

Group Five - Custodians

Step	1998-99	1999-00	2000-01
1	\$10.83	\$11.12	\$11.39
2	\$11.10	\$11.39	\$11.68
3	\$11.38	\$11.68	\$11.97
4	\$11.67	\$11.97	\$12.27
5	\$12.34	\$12.67	\$12.98
6	\$12.92	\$13.26	\$13.59
7	\$13.39	\$13.74	\$14.08
8	\$13.89	\$14.25	\$14.60
10	\$14.85	\$15.24	\$15.62
13	\$16.33	\$16.75	\$17.17
18	\$16.95	\$17.39	\$17.82

Group Five - Maintenance/Grounds

Step	1998-99	1999-00	2000-01
1	\$11.58	\$11.89	\$12.18
2	\$11.87	\$12.18	\$12.49
3	\$12.17	\$12.49	\$12.80
4	\$12.48	\$12.80	\$13.12
5	\$13.19	\$13.53	\$13.87
6	\$13.78	\$14.14	\$14.49
7	\$14.27	\$14.64	\$15.00
8	\$14.78	\$15.16	\$15.54
10	\$15.76	\$16.17	\$16.58
13	\$17.23	\$17.68	\$18.12
18	\$17.85	\$18.31	\$18.77

APPENDIX E - GROUP FIVE - CUSTODIANS (Continued)

Group Five - Elementary Lead Custodian

Step	1998-99	1999-00	2000-01
1	\$12.93	\$13.27	\$13.60
2	\$13.25	\$13.59	\$13.93
3	\$13.58	\$13.93	\$14.28
4	\$13.92	\$14.28	\$14.63
5	\$14.39	\$14.76	\$15.13
6	\$14.86	\$15.25	\$15.63
7	\$15.23	\$15.63	\$16.02
8	\$15.61	\$16.02	\$16.42
10	\$16.38	\$16.81	\$17.23
13	\$16.83	\$17.27	\$17.70
18	\$17.44	\$17.89	\$18.34

Group Five - Middle School Lead Custodian

Step	1998-99	1999-00	2000-01
1	\$13.04	\$13.38	\$13.72
2	\$13.37	\$13.72	\$14.06
3	\$13.71	\$14.07	\$14.42
4	\$14.05	\$14.41	\$14.78
5	\$14.52	\$14.90	\$15.27
6	\$14.99	\$15.38	\$15.77
7	\$15.36	\$15.76	\$16.16
8	\$15.75	\$16.16	\$16.57
10	\$16.51	\$16.94	\$17.37
13	\$17.20	\$17.65	\$18.09
18	\$17.81	\$18.27	\$18.73

APPENDIX E - GROUP FIVE - CUSTODIANS (Continued)

Group Five - High School Lead Custodian

Step	1998-99	1999-00	2000-01
1	\$13.39	\$13.74	\$14.08
2	\$13.73	\$14.09	\$14.44
3	\$14.08	\$14.45	\$14.81
4	\$14.43	\$14.80	\$15.17
5	\$14.90	\$15.29	\$15.67
6	\$15.38	\$15.78	\$16.18
7	\$15.76	\$16.17	\$16.58
8	\$16.16	\$16.59	\$17.00
10	\$16.88	\$17.32	\$17.76
13	\$17.59	\$18.05	\$18.50
18	\$18.20	\$18.67	\$19.14

- B. Regular employees in Group Five who work eight (8) hour shifts shall be scheduled with a fifteen (15) minute break in the first half of the shift and a fifteen (15) minute break in the second half of the shift. It is understood that there may be occasions when the workload may not permit such a break.
- C. Regular, day-shift employees in Group Five working more than four (4) hours per day shall be scheduled with an unpaid lunch period of between thirty (30) and sixty (60) minutes, as determined by the District, provided, however, afternoon-shift employees shall be scheduled for a thirty (30) minute paid lunch period as part of their normal eight (8) hour shift in lieu of a shift premium, it being understood that they shall not leave the building premises during said thirty (30) minute lunch period.
- D. Custodial employees who fill in for Lead positions shall be paid the Lead pay after five (5) consecutive days.

APPENDIX E - GROUP FIVE - CUSTODIANS (Continued)

- E. Overtime hours shall be divided among the employees qualified to do the work within the building where overtime exists.

Assignment of overtime shall be based on a comparison of accumulated overtime hours beginning July 1, and ending June 30, for each full-time employee. Overtime will be offered first to the employee with the least amount of accumulated overtime. When two or more employees have worked the same amount of overtime, the senior employee will be offered the overtime. When an employee refuses overtime, such overtime hours will be added to that individual's accumulated overtime hours. At the beginning of each year, seniority employees will have the opportunity to sign up for snow removal overtime. Snow removal overtime will be offered first to the employee with the least amount of accumulated snow removal overtime. When two or more employees have worked the same amount of snow removal overtime, the employee with the least total accumulated overtime hours will be offered the overtime, such overtime hours will be added to that individual's accumulated snow removal overtime hours. Snow removal overtime will be added to an employee's total accumulated overtime.

The employer reserves the right to require an employee to prove that he/she is physically and mechanically capable of safely and properly operating snow removal equipment.

The District shall continue to provide uniforms to custodians: Long-sleeved uniforms or smocks (3) and short sleeved shirts/smocks for summer months (2).shall be provided each year.

APPENDIX F

GROUP SIX - FOOD SERVICE EMPLOYEES

- A. Regular, Group Six employees shall be paid at an hourly rate for actual days worked in accordance with the following wage schedule:

Group Six - Elementary & Middle School Managers

Step	1998-99	1999-00	2000-01
1	\$11.51	\$11.81	\$12.11
2	\$11.80	\$12.11	\$12.41
3	\$12.10	\$12.41	\$12.72
4	\$12.40	\$12.72	\$13.04
5	\$12.71	\$13.04	\$13.37
6	\$13.03	\$13.37	\$13.71
7	\$13.38	\$13.73	\$14.07
8	\$13.48	\$13.84	\$14.18
10	\$13.58	\$13.93	\$14.28
13	\$13.79	\$14.15	\$14.50
18	\$14.40	\$14.77	\$15.14

Group Six - High School Manager

Step	1998-99	1999-00	2000-01
1	\$12.11	\$12.42	\$12.73
2	\$12.41	\$12.73	\$13.05
3	\$12.71	\$13.04	\$13.37
4	\$13.03	\$13.37	\$13.71
5	\$13.35	\$13.70	\$14.04
6	\$13.66	\$14.01	\$14.36
7	\$14.00	\$14.36	\$14.72
8	\$14.10	\$14.47	\$14.83
10	\$14.21	\$14.58	\$14.95
13	\$14.43	\$14.80	\$15.17
18	\$15.03	\$15.42	\$15.80

APPENDIX F - GROUP SIX - FOOD SERVICE EMPLOYEES (Continued)

Group Six - Cook/Baker

Step	1998-99	1999-00	2000-01
1	\$10.21	\$10.47	\$10.74
2	\$10.47	\$10.74	\$11.01
3	\$10.73	\$11.01	\$11.29
4	\$11.00	\$11.29	\$11.57
5	\$11.33	\$11.62	\$11.91
6	\$11.63	\$11.93	\$12.23
7	\$11.96	\$12.28	\$12.58
8	\$12.07	\$12.38	\$12.69
10	\$12.18	\$12.50	\$12.81
13	\$12.39	\$12.71	\$13.03
18	\$12.98	\$13.32	\$13.65

Group Six - Assistant

Step	1998-99	1999-00	2000-01
1	\$8.58	\$8.80	\$9.02
2	\$8.79	\$9.02	\$9.25
3	\$9.01	\$9.24	\$9.47
4	\$9.23	\$9.47	\$9.71
5	\$9.50	\$9.75	\$9.99
6	\$9.85	\$10.11	\$10.36
7	\$10.18	\$10.44	\$10.70
8	\$10.28	\$10.55	\$10.81
10	\$10.37	\$10.64	\$10.91
13	\$10.59	\$10.86	\$11.14
18	\$11.19	\$11.49	\$11.77

- B. The District agrees to pay employees who have become certified food service persons on a program approved by the employer \$.35 more per hour upon completion of said program. Proof of completion must be submitted to the Personnel Office. In addition, the District will reimburse employees for the cost of initial certification and re-certification.
- C. Regular employees in Group Six who work four (4) hours or more per day shall be scheduled for a twenty (20) minute paid lunch period as part of their scheduled day. Regular employees in Group Six scheduled to work five (5) hours or more day will be scheduled with one (1) ten (10) minute break within their scheduled shift. It is understood that there may be occasions when the workload may not permit such a break.

APPENDIX F - GROUP SIX - FOOD SERVICE EMPLOYEES (Continued)

- D. Food service employees who fill in for cooks or manager positions shall be paid the higher pay after serving for five (5) consecutive days.
- E. Employees in Group Six desiring to take banquet and special occasion assignments outside their normal shift shall notify their supervisor prior to the start of each semester. Banquets and special occasions will be assigned to those on the list with the objective being to make a good-faith effort to equalize overtime among those on the list by classification over the course of the school year, providing the District reserves the right to assign starting with the lowest seniority employee(s) in a given classification in the event a sufficient number of employees are not available from the list. Any errors in distributing overtime shall be corrected by offering the employee in question the next available overtime assignment he/she is entitled to and is capable of performing. Employees shall be compensated for all hours worked at such assignment at the rate of time and one-half (1-1/2) their regular straight-time rate.
- F. Employees who are unable to finish their assigned work in the regularly scheduled time period must obtain prior approval from their supervisor before they will be paid for any additional time. If the supervisor is unavailable, prior approval must be granted by the administrator on duty in the Board of Education Office.
- G. The District shall continue to provide smocks/shoes for a total allowance of \$75 per year.

APPENDIX G

GROUP SEVEN – SECRETARIAL/CLERICAL EMPLOYEES

- A. Regular, Group Seven employees shall be paid at an hourly rate for actual days worked in accordance with the following wage schedule:

Group Seven - Financial Secretaries

Step	1998-99	1999-00	2000-01
1	\$14.54	\$14.54	\$15.29
2	\$14.90	\$14.90	\$15.67
3	\$15.27	\$15.27	\$16.06
4	\$15.65	\$15.65	\$16.46
5	\$16.52	\$16.52	\$17.38
6	\$17.44	\$17.44	\$18.34
7	\$18.22	\$18.22	\$19.16
8	\$18.67	\$18.67	\$19.64
10	\$19.10	\$19.10	\$20.09
13	\$19.91	\$19.91	\$20.94
18	\$20.53	\$20.53	\$21.59

Group Seven - Special Education Secretary - Due to the unique situation surrounding this position, the Board agrees to redesign the position to acknowledge that a portion of the position, as currently defined, requires responsibilities involving budgets of several state funding sources. Currently, the District agrees to a 50/50 split with a forthcoming job description to define the position.

Group Seven - Secretarial

Step	1998-99	1999-00	2000-01
1	\$10.58	\$10.85	\$11.12
2	\$10.85	\$11.13	\$11.41
3	\$11.11	\$11.40	\$11.69
4	\$11.39	\$11.69	\$11.98
5	\$12.23	\$12.55	\$12.86
6	\$13.10	\$13.45	\$13.78
7	\$13.95	\$14.31	\$14.67
8	\$14.30	\$14.67	\$15.03
10	\$14.78	\$15.16	\$15.54
13	\$16.52	\$16.95	\$17.38
18	\$17.13	\$17.58	\$18.02

APPENDIX G - GROUP SEVEN - SECRETARIAL/CLERICAL EMPLOYEES (Continued)

Group Seven - Clerks

Step	1998-99	1999-00	2000-01
1	\$9.74	\$9.99	\$10.24
2	\$9.98	\$10.24	\$10.50
3	\$10.23	\$10.49	\$11.76
4	\$10.49	\$10.76	\$11.03
5	\$10.99	\$11.27	\$11.56
6	\$11.49	\$11.79	\$12.09
7	\$12.00	\$12.31	\$12.61
8	\$12.29	\$12.61	\$12.93
10	\$13.03	\$13.37	\$13.71
13	\$14.12	\$14.49	\$14.85
18	\$14.73	\$15.11	\$15.49

- B. Regular Group Seven employees working more than four (4) hours per day will be scheduled with an unpaid lunch period of between thirty (30) and sixty (60) minutes, as determined by the District.
- C. Regular employees in Group Seven who work seven and one-half (7-1/2) or eight (8) hour shifts shall be scheduled with a fifteen (15) minute break in the first half of the shift and a fifteen (15) minute break in the second half of the shift. It is understood that there may be occasions when the workload may not permit such a break.
- D. Group Seven clerks will work their regular schedules on student half-days. When there is no school for students for a full day, clerks may be offered the opportunity to work by their building administrator.

APPENDIX H

GROUP EIGHT - BUS MECHANICS

- A. Regular, Group Eight employees shall be paid at an hourly rate for actual days worked in accordance with the following wage schedule:

Group Eight - Bus Mechanics

Step	1998-99	1999-00	2000-01
1	\$14.00	\$14.36	\$14.72
2	\$14.35	\$14.72	\$15.09
3	\$14.71	\$15.09	\$15.47
4	\$15.08	\$15.47	\$15.86
5	\$16.51	\$16.94	\$17.37
6	\$18.06	\$18.53	\$19.00
7	\$19.74	\$20.25	\$20.76
8	\$21.61	\$22.17	\$22.72
10	\$21.79	\$22.36	\$22.92
13	\$21.99	\$22.56	\$23.12
18	\$22.21	\$22.79	\$23.36

- B. Regular employees in Group Eight who work eight (8) hour shifts shall be scheduled with a fifteen (15) minute break in the first half of the shift and a fifteen (15) minute break in the second half of the shift. It is understood that there may be occasions when the workload may not permit such a break.
- C. Regular, day-shift employees in Group Eight working more than four (4) hours per day shall be scheduled with an unpaid lunch period of between thirty (30) and sixty (60) minutes, as determined by the District, provided however, afternoon-shift employees shall be scheduled for a thirty (30) minute paid lunch period as part of their normal eight (8) hour shift in lieu of a shift premium. It being understood that they shall not leave the building premises during said thirty (30) minute lunch period.
- D. Each regular employee in Group Eight shall be paid an annual tool allowance of \$200.00 to compensate him/her for wear, tear, damage and depreciation to his own personal tools. This allowance is paid in recognition of the fact that regular employees in Group Eight are required as a condition of employment to provide their own basic tool set. The allowance shall be paid in equal increments at the beginning of each semester.
- E. The District will pay bus mechanics at their regular mechanics' rate when requested to drive a bus route. When asked to drive a field trip, the bus mechanic will be paid the regular mechanics' rate with down time being the same rate as the bus driver's pay.
- F. The District shall continue to provide five (5) uniforms for bus mechanics per year.

APPENDIX I
GROUP NINE - TECHNICIANS

- A. Regular, Group Nine Technicians shall be paid at an hourly rate for actual days worked in accordance with the following wage schedule:

Group Nine - Technicians

Step	1998-99	1999-00	2000-01
1	\$15.34	\$15.74	\$16.14
2	\$15.72	\$16.13	\$16.54
3	\$16.11	\$16.53	\$16.95
4	\$16.51	\$16.94	\$17.37
5	\$18.55	\$19.03	\$19.51
6	\$19.22	\$19.71	\$20.21
7	\$19.37	\$19.87	\$20.37
8	\$19.52	\$20.03	\$20.53
10	\$19.82	\$20.34	\$20.84
13	\$20.08	\$20.60	\$21.11
18	\$20.43	\$20.96	\$21.48

- B. Technicians will become eligible for vacation days in accordance with Article XXIII and for holidays in accordance with Article XXIV.
- C. Mandatory meetings for the purpose of inservice training shall be paid at a rate in accordance with Article XIX.
- D. Regular employees in Group Nine who work eight (8) hour shifts shall be scheduled with a fifteen (15) minute break in the first half of the shift and a fifteen (15) minute break in the second half of the shift. It is understood there may be occasions when the workload may not permit such a break or when, by mutual agreement, it is necessary to schedule the breaks other than provided for in this section.
- E. Regular Group Nine employees working more than four (4) hours per day shall be scheduled with an unpaid lunch period of between thirty (30) and sixty (60) minutes, as determined by the District.
- F. Employees who are unable to finish their assigned work in the regularly scheduled time period must obtain prior approval from their supervisor, before working overtime. If the supervisor is unavailable, prior approval must be granted by the Administrator on duty.

APPENDIX J

GROUP TEN – COORDINATOR OF TRANSPORTATION SERVICES

- A. Regular, Group Ten employees shall be paid at an hourly rate for actual days worked in accordance with the following wage schedule:

Group Ten - Coordinator of Transportation Services

Step	1998-99	1999-00	2000-01
1	\$10.21	\$10.47	\$10.74
2	\$10.47	\$10.74	\$11.01
3	\$10.73	\$11.01	\$11.29
4	\$11.00	\$11.29	\$11.57
5	\$11.81	\$12.12	\$12.42
6	\$12.66	\$12.99	\$13.32
7	\$13.46	\$13.81	\$14.16
8	\$14.25	\$14.63	\$14.99
10	\$15.93	\$16.34	\$16.75
13	\$16.52	\$16.95	\$17.38
18	\$17.52	\$17.98	\$18.43

- B. When requested to drive a bus route, the District shall pay the Coordinator of Transportation Services the following hourly rate:

<u>1998-99</u>	<u>1999-0</u>	<u>2000-01</u>
\$16.36	\$16.79	\$17.21

- C. When asked to drive a field trip, the District shall pay the Coordinator of Transportation Services at his/her regular rate with downtime to be paid at the same rate as a bus driver downtime pay.
- D. When the Transportation Coordinator works more than four (4) hours per day, he/she will be scheduled with an unpaid lunch period of between thirty (30) and sixty (60) minutes, as determined by the District.
- E. The Transportation Coordinator, who works seven and one-half (7-1/2) or eight (8) hour shifts shall be scheduled with a fifteen (15) minute break in the first half of the shift and a fifteen (15) minute break in the second half of the shift. It is understood that there may be occasions when the workload may not permit such a break.

APPENDIX K

GROUP ELEVEN – TEACHING ASSISTANTS / HEALTH CARE ASSISTANTS

- A. Regular, Group Eleven employees shall be paid at an hourly rate for actual days worked in accordance with the following wage schedule:

Group Eleven – Teaching Assistants/Health Care Assistants

Step	1998-99	1999-00	2000-01
1	\$10.20	\$10.46	\$10.72
2	\$10.45	\$10.73	\$10.99
3	\$10.71	\$10.99	\$11.26
4	\$10.98	\$11.26	\$11.55
5	\$11.26	\$11.55	\$11.84
6	\$11.54	\$11.84	\$12.14
7	\$11.83	\$12.14	\$12.44
8	\$12.09	\$12.40	\$12.71
10	\$12.24	\$12.56	\$12.87
13	\$12.40	\$12.72	\$13.04
18	\$13.05	\$13.39	\$13.73

- B. Assistants will be allowed a half-hour unpaid lunch.
- C. Assistants who work a 4 hour uninterrupted block of time are eligible for a 15 minute break.

APPENDIX L

HEALTH, DENTAL, VISION INSURANCE SCHEDULE

A. The District shall pay a percentage of the monthly insurance premiums in accordance with the following formula:

<u>Regular Schedule</u>	<u>% of Monthly Premium</u>
If regularly scheduled to work 700 hours annually, but less than 875 hours annually	60%
If regularly scheduled to work 875 hours annually, but less than 1050 hours annually.....	75%
If regularly scheduled to work 1050 hours annually or more.....	100%

Notes:

1. If regularly scheduled for less than the minimum hours listed above, the employee is not eligible for group health, dental, or vision.
2. Employees receiving a pro-rata share of their insurance premium must authorize a payroll deduction for the balance to continue coverage.
3. In computing hours worked for determining insurance benefits above, total hours worked in all classifications will be used.

APPENDIX N

REQUEST FOR TRANSFER OR PROMOTION

Name _____ Date _____

Address _____

Type of Transfer Requested:

Special Qualification of Applicant:

Address and Telephone Number where Employee may be reached during the summer:

Employee Signature

Disposition of Supervisor:

Date

Supervisor Signature



