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6/30/99

A G R E E M E N T

between

WALKERVILLE RURAL COMMUNITIES SCHOOL

and the

MICHIGAN EDUCATION ASSOCIATION

Walkerville Rural Communities

Effective: July 1, 1997 through June 30, 1999

I N D E X

<u>Title</u>	<u>Section</u>	<u>Page</u>
Address and Telephone Changes	16.1	28
AGREEMENT		1
Alternate Stewards and Collective Bargaining Committee Members	2.2	2
Arbitration	6.2	9
Arbitration After Termination of Agreement	6.12	11
Arbitrator's Decision	6.5	11
Arbitrator's Powers and Jurisdiction	6.4	10
Assaults on Employees	16.5	28
Association Access	2.6	3
ASSOCIATION SECURITY		4
Association Service Fee	3.0	4
Bargaining and Special Conference Time	2.5	3
Benefits	14.4	25
Break Periods	8.4	14
Bulletin Board	16.3	28
Call-In Pay	8.5	14
Captions	16.0	28
Collective Bargaining Committee	2.0	2
Collective Bargaining Unit	1.0	1
Continued Work Pledge	5.0	7
Copies of Agreement	17.0	30
Definition of Grievance	6.0	8
Definition of Seniority	7.0	12

<u>Title</u>	<u>Section</u>	<u>Page</u>
Definitions and Employee Coverage	1.1	1
Disability Leave	11.2	19
Discharge or Suspension Grievances	6.10	11
Discipline and Discharge	4.2	7
Discipline Procedures	4.3	7
Displacement Rights After Indefinite Layoff	9.1	15
Failure to Pay Service Fee	3.1	4
Funeral Leave	11.6	21
Further Sanctions	5.2	8
Grievance Form	6.6	11
GRIEVANCE AND ARBITRATION PROCEDURE		8
Grievance Procedure	6.1	8
Health and Safety Complaints	6.11	11
Health Care Insurance	14.0	24
Holiday Eligibility	12.2	23
Holiday Pay	12.1	22
HOLIDAYS		22
HOURS OF WORK		14
Hours of Work	8.1	14
Identification of Association Representatives	2.3	3
Indefinite Layoff	9.0	15
Indemnification	3.3	5
INSURANCE		24
Intent and Waiver	17.2	30
JOB TRANSFERS		17
Jury Duty Leave	11.7	21

<u>Title</u>	<u>Section</u>	<u>Page</u>
LAYOFF AND RECALL		15
LEAVES OF ABSENCE		18
LENGTH OF AGREEMENT		30
Loss of Seniority	7.3	13
Lunch Periods	8.3	14
MANAGEMENT RIGHTS		6
Management's Rights	4.0	6
Military Training or Emergency Duty Leave	11.8	21
MISCELLANEOUS		28
New Classifications	15.1	26
New Job Probationary Period	10.1	17
Obligation to Continue Payments	14.2	24
Overtime	8.2	14
Part-Time and Irregular Employees	1.2	2
Paid Personal Leave	11.5	20
Paid Sick Leave	11.1	18
Pay for Processing Grievances	6.9	11
Pay Periods	16.4	28
Payment of Dental Care Insurance Premiums	14.3	25
Payment of Health Care Insurance Premiums	14.1	24
Payment of Vision Care Insurance Premiums	14.5	26
Payment of Service Fees	3.2	5
Permanent Vacancies	10.0	17
Personnel Files	16.6	29
Probationary Period	7.1	12
Purpose of Leaves	11.0	18

<u>Title</u>	<u>Section</u>	<u>Page</u>
Recall	9.2	16
Recall Procedure	9.3	16
RECOGNITION		1
Recognized Holidays	12.0	22
Reemployment Following Active Military Service	16.2	28
Regular Bus Runs	15.2	26
REPRESENTATION		2
Return to Work After Leave of Absence	11.9	21
Rules and Regulations	4.1	7
School Closure	15.4	27
Selection of Arbitrator	6.3	10
SENIORITY		12
Seniority List	7.2	12
Seniority While on Leave of Absence	7.4	13
Severability	17.1	30
Special Bus Runs	15.3	27
Special Conferences	2.4	3
Steward	2.1	2
Subcontracting	4.4	7
Temporary Transfers	10.2	17
Term of Agreement	17.3	31
Time Computation	6.8	11
Time Limits	6.7	11
Transfer to Non-bargaining Unit Position	7.5	13
Unpaid Personal Leave of Absence	11.4	20
Use of Employer Facilities and Equipment	2.7	3

<u>Title</u>	<u>Section</u>	<u>Page</u>
VACATIONS		23
Vacations	13.0	23
Vacation Pay	13.1	23
Violation of Continued Work Pledge	5.1	8
Wages	15.0	26
WAGES AND CLASSIFICATIONS		26
Workers' Compensation Leave	11.3	20
Work Week	8.0	14
WORK STOPPAGES AND ILLEGAL ACTIVITY		7

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 1995, by and between the Walkerville Rural Communities Schools, hereinafter referred to as the "Employer" and Michigan Education Association and its local affiliate, the Walkerville Education Support Personnel Association, hereinafter collectively referred to as the "Association".

RECOGNITION

Section 1.0. Collective Bargaining Unit. The Employer hereby agrees for the term of this Agreement to recognize the Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment for all of the employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees of the Walkerville Rural Communities School who are employed in the classifications of Custodian, Bus Driver, Head Cook, Cook, Secretary, Elementary Aide, Migrant Paraprofessional, Librarian; but excluding all professional employees, supervisors (including head custodian and maintenance/transportation supervisor), temporary employees, casual employees, confidential employees, substitute employees, volunteers, and all other employees.

Section 1.1. Definitions and Employee Coverage. For purposes of the recognition granted the Association and for purposes of this Agreement, the following definitions shall be applicable:

Full-Time Employee: A full-time employee is an employee who is working at least thirty (30) hours per week on a regular schedule in a position classified by the Employer as permanent.

Regular Part-Time Employee: A regular part-time employee is an employee who is working less than thirty (30) but at least twenty (20) hours per week on a regular schedule in a position classified by the Employer as permanent. Part time employees are "grandfathered" at fifteen hours if members of union prior to 8/25/97.

Irregular Employee: An irregular employee is an individual not included within the above definitions of full-time or regular part-time employee who is working on any other basis, including temporary, casual or seasonal.

Permanent Position. A permanent position is one anticipated by the Employer to last for a period of at least ninety (90) consecutive days.

Section 1.2. Part-Time and Irregular Employees. The Employer reserves the right to hire and utilize regular part-time employees, irregular employees, and volunteers from time to time. Irregular employees and volunteers shall not be within the recognition granted the Association and shall not be covered by the terms of this Agreement, but the performance of work for the Employer by said non-bargaining unit employees shall be permitted and shall not constitute a violation of this Agreement, provided however, that such employees shall not be hired or utilized so as to cause a full-time or regular part-time employee to be laid off.

REPRESENTATION

Section 2.0. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than three (3) employees selected or elected by the Association from employees covered by this Agreement who have seniority, one of which shall be the steward. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Association may also be present during collective bargaining negotiations.

Section 2.1. Steward. The Employer agrees to recognize one (1) Steward who shall be selected or elected by the Association from employees covered by this Agreement who have seniority. It shall be the function of the Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement. When it is necessary for the Steward to leave assigned duties to process a grievance, the Steward shall request to be released from assigned duties. Upon such a request, the supervisor will release the Steward from duties, provided that such a release will not interfere with the orderly and efficient operation of the Employer. The Steward shall return to assigned duties as promptly as possible and shall advise the Steward's supervisor of the return to duty.

Section 2.2. Alternate Stewards and Collective Bargaining Committee Members. Alternate stewards and members of the Collective Bargaining Committee may be selected or elected by the Association from employees covered by this Agreement who have seniority. Alternate stewards and alternate members of the Collective Bargaining Committee shall serve temporarily in the absence of the regularly selected or elected steward or members of the Collective Bargaining Committee, and such alternate steward or members shall have the same rights, duties, limitations and obligations as the regularly selected or elected steward or members

of the Collective Bargaining Committee during the period of replacement.

Section 2.3. Identification of Association Representatives. The Employer shall be informed in writing of the names of the Steward, members of the Collective Bargaining Committee, alternate Stewards or members of the Collective Bargaining Committee, or non-employee representatives of the Association, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

Section 2.4. Special Conferences. Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Association may be represented at special conferences by the Steward and a non-employee representative of the Association. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

Section 2.5. Bargaining and Special Conference Time. Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Association and the employees which it represents, and employees shall not be paid for time spent in these activities. Employees may, upon request, be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer.

Section 2.6. Association Access. Authorized representatives of the Association may visit school property at reasonable times for the purposes of administration of this Agreement. The Association agrees that its representatives shall advise the Superintendent's Office of their need to be on school property immediately upon their arrival and that such visits shall not interfere with the operations of the Employer and the work being performed by the employees.

Section 2.7. Use of Employer Facilities and Equipment. The Association shall have the right to use Employer premises for meetings in accordance with the Employer's normal scheduling practices. The Association shall also have the right to use Employer equipment such as typewriters, mimeograph machines and other duplicating equipment, but excluding word processing and computer equipment, at reasonable times when the equipment is not otherwise in use. The Association shall pay for any extra maintenance or custodial cost incurred in the use of the Employer's

premises for meetings and the reasonable cost of all materials and supplies incidental to equipment use. Xerox copies shall be charged at \$.10 per page.

ASSOCIATION SECURITY

Section 3.0. Association Service Fee. All employees included in the collective bargaining unit set forth in Section 1.0 shall, as a condition of employment, be a member in good standing of the Association or pay to the Association a service fee pursuant to the Association's "Policy Regarding Objections to Political Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. This obligation shall commence thirty-one (31) days after the execution of this Agreement, or the completion of an employee's first thirty-one (31) days of employment, whichever is later. The service fee shall not exceed the amount of yearly dues collected from Association members. The Association shall advise all employees and the Employer in writing of the amount of its dues and any changes thereto. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Section relating to the payment or non-payment of the service fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee that given school year. In such event, it is understood that the employee remains obligated for the entire yearly service fee.

The Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to bargaining unit members who are not members in good standing of the Association. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Section shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

Section 3.1. Failure to Pay Service Fee. In the event that a bargaining unit member fails to pay a required service fee directly to the Association, or to authorize payment of the service fee through payroll deduction, the Association may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Association shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. This notice shall detail the facts of the non-compliance, provide the employee with ten (10)

working days for compliance, and inform the employee that a request for wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Association may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized payroll deduction for the service fee. The Employer agrees to impose a mandatory deduction for the service fee if it determines that the employee has not paid a required service fee in an amount established by the Association.

Section 3.2. Payment of Service Fees. During the term of this Agreement, the Employer agrees to deduct service fees and Association membership dues, assessments and contributions from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper checkoff authorization in a form which shall be supplied by the Association. Any written authorization which lacks the employee's signature will be returned to the Association. An employee may pay their service fee directly to the Association or may authorize payment through this payroll deduction program.

All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation, or Association membership dues, assessments and contributions owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Association at an address authorized for this purpose within twenty (20) days following deduction.

If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

The Employer also agrees to allow the use of the payroll deduction process for such other payments as it may approve.

Section 3.3. Indemnification. The Association agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to, wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of action taken by the Employer pursuant to Sections 3.0, 3.1 and/or 3.2. In the event of any legal action

against the Employer brought in a court or administrative agency because of its compliance with these Sections, the Employer agrees:

(a) to give timely notice of such action to the Association and to permit the Association to intervene as a party if it so desires and

(b) To give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

As long as there is no conflict between the positions of the Employer and the Association, the Employer agrees to allow the Association to defend it in the action at the Association's own expense and through counsel of the Association's choice.

MANAGEMENT RIGHTS

Section 4.0. Management's Rights. It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate the Walkerville Rural Communities School in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained rights of management included only by way of illustration and not by way of limitation are as follows: to determine all matters pertaining to management policy; to adopt, modify, change or alter its budget; to determine the services to be furnished, and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of school buildings, operations and departments to be operated and their locations; to eliminate, combine, or establish departments; to determine the number of personnel required; to determine the number of hours to be worked by any employee; to establish and change employee work schedules; to eliminate, establish or combine classifications; to determine the number of supervisors; to hire personnel; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to continue and maintain its operations as in the past; to study and use different machine methods, processes or machines; to subcontract services; to use outside assistance or engage independent contractors either inside or outside of the Employer's facilities; to establish job descriptions and work standards; to make judgments as to the skill and ability of employees; to determine work loads; to promote, demote, discipline, discharge, layoff or recall personnel; to establish and revise work rules and safety rules from time to time; to determine penalties for violations of work and safety rules and other improper employee actions or inactions; and in all respects to carry out the ordinary and customary functions of management. All such retained rights may be exercised by the

Employer without prior bargaining or notice to the Association and the Employer's judgment in these areas shall not be subject to challenge; provided, however, these rights shall not be exercised in violation of any specific provision of this Agreement.

Section 4.1. Rules and Regulations. The Employer has the right to establish rules and regulations consistent with the provisions of this Agreement. All new or revised rules and regulations shall be made available to the Association for inspection and review if such rules and regulations concern working conditions. If the Association believes that any rule or regulation that concerns working conditions is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) working days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Association does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

Section 4.2. Discipline and Discharge. The Employer agrees that discipline and discharge shall be for just cause.

Section 4.3. Discipline Procedures. The Employer agrees to notify an employee of the specific reasons for any discipline. In instances where the Employer desires to conduct an investigatory interview with an employee, the employee shall be entitled upon request to have an Association representative present at the interview. The Employer shall allow an Association representative to be present during the administration of discipline upon request of an employee, but shall not be required to withhold the administration of the discipline more than twenty-four (24) hours in instances where an Association representative is not readily available; provided, however, that the Employer shall not be prevented from administering immediate suspension or discharge by the unavailability of an Association representative.

Section 4.4. Subcontracting. The Employer will not subcontract work normally performed by bargaining unit employees and for which the Employer has facilities to perform, without first giving the Association ten (10) days written notice of the intent to subcontract and without giving the Association an opportunity to bargain about alternatives and the effect on the employees involved. Bargaining to impasse shall not be required to implement subcontracting.

WORK STOPPAGES AND ILLEGAL ACTIVITY

Section 5.0. Continued Work Pledge. The Association agrees that during the term of this Agreement neither it nor its officers, representatives, committeepersons, stewards, members, nor the employees covered by this Agreement will for any reason, directly

or indirectly, call, sanction, support, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation. It is expressly recognized, and the Association agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of picket line at the Employer's premises.

Section 5.1. Violation of Continued Work Pledge. Any employee who violates the Continued Work Pledge of Section 5.0 shall be subject to discipline by the Employer, up to and including discharge. The Association acknowledges that discharge is the appropriate penalty for violation of Section 5.0. Any appeal to the grievance procedure concerning an employee disciplined for violation of Section 5.0 shall be limited solely to the question of whether the employee or employees did in fact engage in an activity prohibited by Section 5.0.

Section 5.2. Further Sanctions. If Section 5.0 of this Agreement is violated, the Employer shall have the right, in addition to any action taken pursuant to Section 5.1, to any other legal remedies the Employer may possess, including injunctive relief.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.0. Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint arising under and during the term of this Agreement filed by an employee covered by this Agreement or the Association concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

Section 6.1. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a complaint shall discuss the matter with his immediate supervisor, or designated representative, within five (5) working days from the time of the occurrence of the events giving rise to the complaint or within five (5) working days from the time the employee involved first knew or could have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. The immediate supervisor, the employee involved, and the Steward if requested by the employee may discuss the grievance. A request for the Steward to participate in the discussion of the grievance shall be made by the

employee to the immediate supervisor, or designated representative, who shall make proper arrangements as soon as possible. The immediate supervisor, or designated representative, will endeavor to give an oral answer to the complaint within five (5) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2. Written Procedure. If the complaint is not satisfactorily settled in the Step 1, Oral Procedure, the complaint shall be reduced to a written grievance within five (5) working days from the time of the oral answer. The written grievance shall adequately set forth the facts giving rise to the complaint including the Section or Sections of this Agreement in dispute, and shall be signed by the employee or the Steward. The preparation of a written grievance shall not occur during working time. The grievance shall be submitted to the Superintendent or designated representative. The Superintendent, or designated representative, the employee involved, and the Steward if requested by the employee, may discuss the grievance. A request for the Steward to participate in the discussion of a grievance shall be made by the employee to the Superintendent, or designated representative, who shall make proper arrangements as soon as convenient. The Superintendent, or designated representative, shall place a written disposition upon the grievance within five (5) working days and return it to the Steward.

Step 3. Written Procedure. If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Steward may appeal the Superintendent's decision by delivering to the Employer through the Superintendent's office a written request to the Board of Education or its designated representative within fifteen (15) working days following receipt of the Superintendent's written disposition of the grievance. At the Board's next regularly scheduled meeting or within fifteen (15) working days after the grievance has been appealed, a meeting shall be held between the Board or designated representative and a non-employee representative of the Association. The Board, or designated representative, shall place a written disposition on the grievance within twenty (20) working days following the date of this meeting, and return it to the Steward.

Section 6.2. Arbitration. The Association may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the Superintendent's Office within five (5) working days following the receipt of the Board's written disposition in Step 3 of the

grievance procedure. If the Board fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Association may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the Superintendent's Office not later than five (5) working days following the date the Board's written Step 3 disposition was due. The grievance may thereafter be submitted to arbitration. If the Association does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

Section 6.3. Selection of Arbitrator. If a grievance is to be submitted to arbitration, the arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service by each party alternately striking the name of an arbitrator from the panel. The Association shall strike the first name from the first list of arbitrators, and the parties shall alternate making the first strike from successive lists. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, the panel may be rejected and another panel requested. The fees and expenses of the arbitrator and all hearing location costs shall be shared equally by the Association and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

Section 6.4. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly, to rule on the discipline, layoff, recall or termination of any probationary employee or to rule upon any grievances considered settled. If proceedings involving any matter which is or might be alleged as a grievance are instituted in any administrative action before a governmental board or agency, or in any court, then such administrative or judicial proceeding shall be the sole remedy, and the grievance shall no longer be arbitrable. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

Section 6.5. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Association, the Employer and employees in the bargaining unit, provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 6.6. Grievance Form. The grievance form shall be prepared by the Association in a form which coincides with the Grievance Procedure established in this Agreement.

Section 6.7. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Association or the employees represented by the Association, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may only be extended by mutual written agreement and the period of extension must be specified in the agreement.

Section 6.8. Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

Section 6.9. Pay for Processing Grievances. Employees shall not be paid for time spent while processing grievances or participating in grievance meetings or arbitrations.

Section 6.10. Discharge or Suspension Grievances. All grievances concerning discharge or suspension shall be initiated at Step 2 of the grievance procedure. A written grievance signed by the discharged or suspended employee shall be filed within five (5) working days of the employee's discharge or suspension in order to invoke the grievance procedure in such situations.

Section 6.11. Health and Safety Complaints. Complaints by an employee or the Association about health and safety concerns shall be presented to the Employer for resolution in accordance with the grievance procedure; provided, however, that such complaints are not considered to be grievances nor are they arbitrable under the terms of this Agreement unless the complaint also constitutes an alleged violation of this Agreement.

Section 6.12. Arbitration After Termination of Agreement. Notwithstanding any other provision of this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement; provided, however, that the Employer

shall continue to be obligated to arbitrate grievances arising during the term of this Agreement for which a timely grievance has been filed prior to the expiration of this Agreement.

SENIORITY

Section 7.0. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work with the Employer. Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement. Seniority and classification seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in order of preference determined by drawing of lots. This drawing of lots shall be conducted by the superintendent, in the presence of the Association and the individuals concerned. The application of seniority and classification seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 7.1. Probationary Period. All new employees shall be considered to be on probation and shall have no seniority for the first six (6) months following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to their last date of hire. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been entirely satisfactory to the Employer, the Employer may extend the probationary period for a period not to exceed an additional three (3) months with the prior written approval of the Association. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Association shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

Section 7.2. Seniority List. The Employer shall keep a current seniority list showing each employee's seniority date, classification seniority date and department. A copy of the seniority list shall be provided to the Association on or about November 1 of each year and at such times as changes to the seniority list are made. The seniority list as provided to the Association shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the Grievance Procedure.

Section 7.3. Loss of Seniority. An employee's seniority, classification seniority and the employment relationship with the Employer shall terminate for any of the following reasons:

- (a) If the employee quits or retires.
- (b) If the employee is terminated or discharged and the termination or discharge is not reversed through the Grievance Procedure set forth in this Agreement.
- (c) If the employee is absent from work for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is for a satisfactory reason.
- (d) If the employee fails to report for work on the required date for return from an approved leave of absence or disciplinary suspension, unless the failure to return to work is for a satisfactory reason.
- (e) If the employee is on layoff status for a period of twenty-four (24) consecutive months or the length of the employee's seniority, whichever is lesser.
- (f) If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a satisfactory reason.
- (g) If the employee is convicted of a felony.

Section 7.4. Seniority While on Leave of Absence. Employees on Employer approved leaves of absence shall continue to accrue seniority and classification seniority during the period of their leave of absence.

Section 7.5. Transfer to Non-Bargaining Unit Position. An employee who is transferred to a position within the Employer not covered by this Agreement shall retain all accumulated classification seniority and shall continue to accrue seniority during the time that the employee holds the non-bargaining unit position, but shall not accrue further classification seniority during the period in which he holds the non-bargaining unit position. The Employer has the sole discretion to determine if any employee transferred to a non-bargaining unit position is to be returned to the bargaining unit. An employee who is returned to the bargaining unit by the Employer after having been transferred to a non-bargaining unit position may be placed in any job classification with a current vacancy or may displace a probationary employee in a job classification to which the returned employee was previously assigned to on other than a temporary basis.

HOURS OF WORK

Section 8.0. Work Week. The work week for FLSA purposes for all employees shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday. The Employer reserves the right to change the work week for FLSA purposes whenever it determines that operating changes warrant such a change.

Section 8.1. Hours of Work. The work hours for all employees shall be determined by the Employer. Any work period or schedule of work shall not be construed as a guarantee of any number of hours of work or pay per day or per week, since the Employer has the right to establish work schedules, and to increase, reduce, and change them whenever it determines that conditions warrant such changes. The Employer will advise employees of their work schedules at least one week in advance. Prior to scheduling an employee in a manner that would cause the employee to change status from full-time to part-time or part-time to irregular, the Employer will give the employee at least one week's advance notice and will meet with the Association in a special conference to discuss the rationale for the change in hours.

Section 8.2. Overtime. All employees shall be expected to work reasonable overtime upon request by the Employer. The Employer shall offer special bus runs on a rotational basis among all bus drivers, but reserves the right to assign the special bus run to a bus driver if there are no volunteers. Except in emergency situations, overtime must be authorized in advance by the employee's immediate supervisor or designated representative.

Section 8.3. Lunch Periods. All full-time employees will be allowed a one-half (1/2) hour lunch period with pay. This lunch period shall be at or near the midpoint of the scheduled day. The timing of an employee's lunch break shall be scheduled by the Employer so as not to interfere with the Employer's operations. If a part-time employee works at least five (5) consecutive hours on a particular day, they shall be considered to be a full-time employee on that day for purposes of this section, but the paid lunch period shall not lengthen his work day.

Section 8.4. Break Periods. The Employer will endeavor to provide full-time employees a ten (10) minute break period during the first half of their work day and a ten (10) minute break period during the second half of their work day. All break periods will be scheduled by the Employer so as to not interfere with the Employer's operations. Employees may not leave the Employer's premises during such breaks.

Section 8.5. Call-in Pay. Employees who are called in to work at times other than their regularly scheduled shift shall be paid for three (3) hours at their regular straight time rate or for the time actually worked, whichever is greater.

LAYOFF AND RECALL

Section 9.0. Indefinite Layoff. When it is determined by the Employer that the work force is to be reduced for an indefinite time, the Employer shall lay off employees in the following order:

- (a) The first employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.
- (b) The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification affected by the layoff in reverse order of classification seniority.
- (c) Further layoffs from the affected classification shall be accomplished by inverse order of classification seniority.

Notwithstanding any provision of this Section, a junior employee may be retained if a more senior employee does not have the necessary training, ability and experience to perform the remaining work in an effective and efficient manner.

The Employer will endeavor to give employees and the Association at least thirty (30) days advance notice of a layoff under this section, but in no case will the affected employee be provided with less than seven (7) days advance notice of the layoff.

Section 9.1. Displacement Rights After Indefinite Layoff. Employees with seniority who are indefinitely laid off shall be entitled to displace an employee in another job classification to which the employee had been previously assigned to on other than a temporary basis under the following conditions:

- (a) The laid off employee has greater seniority than the employee to be displaced.
- (b) The laid off employee presently has the necessary qualifications, skill, ability and experience to perform in an effective and efficient manner the work in the other job classification.
- (c) The laid off employee elects to exercise his displacement rights within three (3) working days of notification of his layoff.

An employee displaced under this Section shall be laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to his former classification.

Section 9.2. Recall. When it is determined by the Employer to increase the work force after a layoff, employees with seniority previously laid off from that classification will be recalled in inverse order of layoff. In the event that there are no employees with seniority previously laid off from the classification, employees with seniority laid off from other classifications will be recalled in inverse order of layoff, provided that they presently have the necessary qualifications, skill, and ability to perform in an effective and efficient manner the required work. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Section 9.3. The Employer will offer work in any temporary position to the senior laid off employee who presently has the necessary qualifications, skill and ability to perform in an effective and efficient manner the required work prior to employing new individuals in the temporary position.

Section 9.3. Recall Procedure. When employees are to be recalled from layoff, the following procedures shall be followed:

(a) The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone, or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

(b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within seventy-two (72) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall to a position offering the same number or greater hours than their previous position shall be considered to have voluntarily quit. Employees who decline recall to a position offering less hours than their previous position shall retain all recall rights. Employees who fail to respond within the seventy-two (72) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a satisfactory reason.

(c) Recalled employees are required to report for work on the required return to work date or within five (5) working days following notification of recall, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a satisfactory reason.

JOB TRANSFERS

Section 10.0. Permanent Vacancies. When a permanent job or vacancy occurs in a position previously held by a bargaining unit member, or a newly created position within the bargaining unit, notice of the job or vacancy shall be posted on the bulletin board in each building in which bargaining unit personnel work for ten (10) working days, and a copy mailed to the local Association Steward. A copy of the vacancy notice shall also be sent to each bargaining unit member who is laid off. A permanent job or vacancy does not include vacancies caused by leaves of absence. The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this Section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.

The Employer shall give due consideration to all applicants for the permanent vacancy, including applicants from outside the bargaining unit. In considering an applicant's qualifications to perform the required work, the Employer shall consider the employee's ability, experience, training, productivity, seniority, work performance, work record and dependability. The applicant considered by the Employer in its sole discretion to be the best qualified shall be awarded the permanent vacancy; provided, however, that if the Employer determines that the qualifications of the applicants who meet the qualifications for the job or vacancy are equal, the applicant with the greatest seniority shall be awarded the position. The Employer reserves the right to determine that none of the applicants are qualified and leave the position open or to seek further applicants.

Section 10.1. New Job Probationary Period. Employees who receive an award of a job under the permanent job transfer provisions of this Agreement shall be required to serve a new job probationary period of sixty (60) working days in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification; provided, however, that the Employer reserves the right in its sole discretion to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to his former classification during this period upon the employee's request.

Section 10.2. Temporary Transfers. The Employer reserves the right to temporarily transfer employees in order to meet its operational needs. An employee temporarily transferred for a period of more than one (1) day shall receive the minimum rate of pay for the classification to which he is transferred or the rate of pay for the classification to which he is regularly assigned, whichever is higher.

LEAVES OF ABSENCE

Section 11.0. Purpose of Leaves. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. It shall constitute just cause for discipline, up to and including discharge, for an employee to falsify the reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the Leave Section involved.

Section 11.1. Paid Sick Leave. Employees covered by this Agreement shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) Paid sick leave will be credited at the beginning of each school year in accordance with the following schedule:

Custodian	12days/year
Paraprofessionals	9days/year
Secretaries	10days/year
Librarian	10days/year
Bus Drivers	9days/year

Employees hired after the beginning of the school year will have their sick leave pro-rated. The Employer will provide each employee with a listing of his/her accrued unused sick leave by September 30th of each school year.

(b) Employees may utilize accrued paid sick leave in half day increments when they are incapacitated from safe performance of work due to illness, injury, or other disability. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability. Employees may also use accrued paid sick leave for illnesses of their spouse or children living at home that necessitate the employee's presence at home.

(c) An employee shall notify the Employer of the need to utilize paid sick leave as far in advance as possible. The Employer may require as a condition of any paid sick leave a physician's certificate setting forth the reasons for the sick leave. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall subject the employee to discipline, up to and including discharge.

(d) "Unused paid sick leave days may accumulate up to a maximum of seven hundred twenty (720) hours, after which time no more paid sick days will be accumulated except to the extent of restoring paid sick days used. Employees

whose employment status with the District ends after the completion of at least five (5) years of employment at Walkerville Schools will be paid for up to 320 hours or 40 days of their accumulated but unused sick leave at the rate of Twenty-Five Dollars (\$25.00) per day. A pro rated formula shall be used to determine less than full days.

Section 11.2. Disability Leave. A disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits; but an employee at the commencement of the disability leave may elect not to use accrued paid sick leave and the entire disability leave shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. At the completion of the twelve (12) month period, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. Any employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with Section 9.2. Recall.

The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as far in advance as possible of the anticipated date to commence the disability leave. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is medically able to return to work.

Section 11.3. Workers' Compensation Leave. A leave of absence for a period of not more than twelve (12) consecutive months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. A workers compensation leave of absence shall be without pay or benefits other than those received under the workers compensation laws of the State of Michigan, provided however that employees may utilize accrued paid sick leave to supplement these payments up to one hundred percent (100%) of their normal gross weekly wage based upon the rate of pay in effect at the time the workers compensation leave commences. At the completion of the twelve (12) month period, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. Any employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with Section 9.2. Recall. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with the Employer's physician, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

Section 11.4. Unpaid Personal Leave of Absence. The Employer may in its discretion grant an employee an unpaid personal leave of absence for matters that necessitate the employee's absence from work for reasons other than vacations. An unpaid personal leave of absence may be for a period not to exceed thirty (30) calendar days. Requests for a personal leave of absence shall be in writing, signed by the employee, and given to the superintendent. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the employer in its sole discretion, provided the extension is requested in writing prior to the termination of the original leave period. Disputes concerning the denial of requests for unpaid personal leaves of absence are not subject to arbitration.

Section 11.5. Paid Personal Leave. At the beginning of each school year, full time and regular part time employees will be credited with two (2) paid personal leave days. Except in emergency situations such as funerals or an illness involving a child, spouse, or other dependant that necessitates the employee's presence at home, paid personal days must be scheduled in advance at a time mutually agreeable to the Employer and the employee. Paid personal days may not be utilized on the day before or the day after scheduled holiday or vacation periods. Paid personal days must be used during the school year in which they are granted, and

personal days unused at the end of the school year will be forfeited.

Section 11.6. Funeral Leave. Full time and regular part time employees shall be granted up to three (3) consecutive work days leave to attend the funeral when death occurs in the employee's immediate family. "Immediate family" shall mean the employee's current spouse, children, sister, brother, mother, father, mother-in-law, father-in-law, grandparents, grandchildren or other person residing in the employee's household at the time of death. Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for up to eight (8) hours per day.

Section 11.7. Jury Duty Leave. Full-time and regular part time employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of twenty (20) days per school year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the employee's straight time regular rate of pay for the number of hours that the employee would have been scheduled to work but for the jury duty leave, and the amount the employee received from the court shall be turned over to the Superintendent's Office. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- (a) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- (b) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- (c) Return to work promptly after being excused from jury duty service.

Section 11.8. Military Training or Emergency Duty Leave. Full-time and regular part time employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 11.9. Return to Work After Leave of Absence. Full-time and regular part time employees returning from Employer approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to his former job classification any employee who no longer has the necessary

qualifications, skill and ability to perform the work in an effective and efficient manner.

HOLIDAYS

Section 12.0. Recognized Holidays. The following days are recognized as holidays for purposes of this Agreement.

New Years Day	January 1
Good Friday*	If the teacher's calendar allows for this day off
Memorial Day	The fourth Monday in May
Independence Day	July 4, if the hourly employee is working in the summer, however if the holiday falls on a Saturday then the previous Friday shall be recognized as the holiday, or if the holiday falls on a Sunday then the next Monday shall be recognized as the holiday.
Labor Day	If school starts before Labor Day
First Day of Deer Season*	If the teachers' calendar allows for this day off
Thanksgiving Day	The fourth Thursday in November
Friday after Thanksgiving	Friday after the fourth Thursday in November
Christmas	December 25

It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures. In the event that the teacher's calendar is changed during the year to no longer schedule a day marked with an asterisk (*) as a holiday, then it shall not be observed.

Section 12.1. Holiday Pay. Eligible employees shall receive holiday pay for each recognized holiday in an amount equal to the number of hours worked per day in their regular schedule. All holiday pay shall be at the employee's straight time regular rate of pay. Eligible employees required to work on a recognized holiday shall receive holiday pay in addition to pay at their straight time regular rate of pay for all work performed on the holiday.

Section 12.2. Holiday Eligibility. In order to be eligible for holiday pay an employee must satisfy all of the following conditions and qualifications:

(a) The employee must work his scheduled hours on the employee's last regularly scheduled workday before the holiday and on the employee's first regularly scheduled workday after the holiday, unless on approved paid leave.

(b) The employee must be on the active payroll as of the date of the holiday. For purposes of this subsection a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday.

VACATIONS

Section 13.0. Vacations. It is recognized that the normal scheduling practices of the Employer result in significant periods of time during each year that employees are not expected to work. In view of the existence of these regularly scheduled holiday periods and periods between terms and academic years, employees will not be granted additional time off work and are expected to schedule their vacations during these periods. For purposes of this Agreement, the period between the end of the Employer's school year in June and the beginning of the school year in August/September shall be considered to be a summer vacation period.

Section 13.1. Vacation Pay. Full time employees shall receive vacation pay in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Weeks Pay</u>
At least 1 year but less than 6 years	1 week
At least 6 years	2 weeks

For purposes of this section, a week's pay equals the average number of hours that the particular employee worked per week during the preceding school year, rounded to the nearest whole hour. Vacation pay is credited to eligible employees as of June 15th of each year, based upon the number of complete years of continuous service as of that date. In order to be eligible for vacation pay, an employee must have worked for or received pay from the Employer during at least eight (8) months of that school year. Vacation pay shall be paid to the employee in the final pay period on or after June 15th of each year, provided however that an employee who notifies the Employer in writing prior to June 1st may defer

receipt of this vacation pay until the following December 1st. Employees who die, retire or voluntarily quit with four (4) weeks' advance notice shall receive a pro-rated vacation benefit based upon the number of months worked in the particular year.

INSURANCE

Section 14.0. Health Care Insurance. The Employer will make available a group insurance program covering certain hospitalization, surgical and medical expenses for full-time and regular part-time employees and their eligible dependents. This insurance program shall be on a voluntary basis for all employees who elect to participate in the insurance program. The insurance program provides the coverages set forth in Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full-time and regular part-time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following their employment with the Employer or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 14.1. Payment of Health Care Insurance Premiums. During the term of this Agreement, the Employer agrees to pay up to the following amounts per month for eligible full time employees who elect to participate in the group insurance plan:

July 1, 1997	\$461.62
July 1, 1998	\$475.00

Up to one-half (1/2) of this amount will be paid for regular part-time employees. The Employer's obligation to make these monthly insurance premium payments shall only occur during months when the employee is actually performing work for the Employer, provided, however, that the Employer shall continue to make such payments for the months of July and August for employees who worked for the Employer during at least eight (8) of the ten (10) months from September through June of that school year. The Employer's liability under this Section shall be limited to these payments, and employees shall be required to pay all premium amounts in excess of these payments.

Section 14.2. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off or on summer vacation, or commences an unpaid leave of absence, the Employer

shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or his lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, summer vacation, or unpaid leave of absence commences, except as provided in Section 14.1. Payment of Health Care Insurance Premiums during summer vacation, or to employees on a disability leave under Section 11.2. Disability Leave for a period of thirty (30) days after the expiration of all paid sick leave. Employees on Employer approved leaves of absence or summer vacation may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or his lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff, summer vacation or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work.

Section 14.3. Payment of Dental Care Insurance Premiums. During the term of this Agreement, the Employer agrees to pay up to the following amounts per month for eligible full time employees who elect to participate in the group dental insurance plan:

July 1, 1997	\$28.12
July 1, 1998	\$28.96

Up to one-half (1/2) of this amount will be paid for regular part-time employees. The Employer's obligation to make these monthly insurance premium payments shall only occur during months when the employee is actually performing work for the Employer, provided, however, that the Employer shall continue to make such payments for the months of July and August for employees who worked for the Employer during at least eight (8) of the ten (10) months from September through June of that school year. The Employer's liability under this Section shall be limited to these payments, and employees shall be required to pay all premium amounts in excess of these payments.

Section 14.4 Benefits

The employer shall provide a cash option in lieu of election the health benefit. The Employer shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Service code.

Members election an annuity shall do so through a salary reduction agreement. The program will become effective on ____ or a date determined by the underwriting guidelines of the plan, but not more than ninety (90) calendar days, following the District having adopted the appropriate resolution and the parties having ratified this Master Agreement. Benefits currently being provided to bargaining unit members shall continue as is until the newly negotiated benefits program is in effect.

All cost to implement and administer the Section 125 shall be borne by the Employer.

The Employer shall sign an Administrative Services Contract.

1997-98	\$206.43
1998-99	\$216.75

Section 14.5 Payment of Vision Care Insurance Premiums

"Upon formal adoption by the employees of a Vision Care Plan, the Board shall make available for each employee the right to deduct from his/her pay the full cost of the Vision Care Insurance premium."

WAGES AND CLASSIFICATIONS

Section 15.0. Wages. During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof. The straight time regular rate of pay for employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification. The Employer reserves the right to place employees at advanced steps in the wage classification based upon prior work experience.

Section 15.1. New Classifications. If the Employer establishes a new classification covered by this Agreement, the Association shall be provided prior to the implementation of the classification with the title of the new classification, a brief description of the job to be performed and the proposed wage rate. If the Association believes the proposed wage rate is inappropriate, the Association shall, within fifteen (15) calendar days after notification of the proposed wage rate, advise the Employer in writing of its intention to request bargaining over this wage rate. In the event that the Association does not request bargaining within the fifteen (15) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for that classification.

Section 15.2.

Special bus runs: Any bus run not regularly scheduled on a daily basis shall be considered to be a special bus run. Regularly scheduled bus runs shall include but not be limited to, morning pickup runs...drop-off runs.... Regular runs shall be defined as runs performed daily or in the event of pre-school, four(4) days... Vocational Center to WSCC and LAS considered to constitute two (2) hours of driving and two (2) hours of vocational time, the Math-Science run to Hart one (1) hour and the noon kindergarten and pre-school run will be paid in accordance with the actual amount of time the driver is on duty for the run, rounded to the nearest quarter hour.

13. Section 15.3. Special Bus Runs. Any bus run not regularly scheduled on a daily basis shall be considered to be a special bus run. Special bus runs will be offered to regular drivers on a rotating basis starting with the most senior employee. In the event that no regular driver volunteers for the run, it may be offered to irregular employees. If no irregular employee volunteers for the run, it may be assigned to regular drivers on a rotating basis starting with the least senior employee. Employees shall be paid at their regular straight time rate for all hours spent actually driving such special bus run, and at the waiting time rate for all additional time that the employee is not relieved from duty; but the time spent in these activities shall not be counted for purposes of determining full time or regular part-time status, or for the calculation of paid sick leave. In the event that a special bus run is canceled after a driver has been assigned and the employee reports for the run in a timely manner, the employee will be paid for two (2) hours at the straight time rate of pay if they were not provided with at least forty-five minutes telephonic notification of the cancellation.

- *1) Requirement for adult supervision on special runs will be included in the employee handbook.
- *2) The Superintendent's secretary will post athletic runs three (3) months in advance and other runs as soon as possible.

Section 15.4. School Closure. In the event that the Employer determines to cancel school due to inclement weather or other circumstances, the following payment and reporting provisions shall apply:

- (a) School canceled prior to 7:00 A.M. Employees are not to report to work. No payment will be made in these circumstances.
- (b) School dismissal after 7:00 A.M. but prior to 11:30 A.M. Employees will be released to go home fifteen (15) minutes after the students are dismissed. Employees will be paid for all hours actually worked or 50% of their regularly scheduled hours for that day, whichever is greater.
- (c) School dismissal after 11:30 A.M. but prior to normal end of school. Employees will be released to go home fifteen (15) minutes after the students are dismissed. Employees will be paid for all hours actually worked or 100% of their regularly scheduled hours for that day, whichever is greater.

MISCELLANEOUS

Section 16.0. Captions. The captions used in each Section of this Agreement are for the purposes of identification and are not a substantive part of this Agreement.

Section 16.1. Address and Telephone Numbers. It is the responsibility of the employee to keep the Employer advised of his current name, address and telephone number. Employees shall notify the Employer, in writing, of any change in their name, address, and telephone number within three (3) calendar days after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number as reflected in the Employer's files for all purposes involving the employee's employment. All bus drivers must maintain an active phone.

Section 16.2. Reemployment Following Active Military Service. Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

Section 16.3. Bulletin Board. The Employer shall provide the Association with adequate space on a bulletin board where the Association may post notices of interest to bargaining unit members. Notices of meetings, Association elections and results thereof, recreational and social functions and health and safety literature are examples of approved uses of the bulletin board, but notices prejudicial to any elected or school administrative officer of the Employer are examples of non-approved uses of the bulletin board.

Section 16.4. Pay Periods. Employees shall be paid bi-weekly, provided, however, that the Employer reserves the right to alter the pay period in order to accommodate the accounting practices of the Employer.

Section 16.5. Assaults on Employees. The employees who are assaulted while performing school-related duties shall promptly report the assault to the Employer. Employees shall be paid for all time lost as a result of such work-related assault from their regularly scheduled hours that are not compensable under the workers' compensation statute.

Section 16.6. Personnel Files. The Employer shall maintain a personnel file for each employee. A copy of all official correspondence from the Employer to the employee shall be placed in the personnel file. An employee will be required to sign any material of a disciplinary nature if it is to be placed in the personnel file; provided, however, that the refusal of an employee to sign any material shall not prevent its inclusion in the personnel file. An employee's signature on disciplinary materials shall not be interpreted as agreement with the disciplinary action. A statement to this effect shall precede the employee's signature.

Employees shall have the right to review the contents of their personnel file upon request, at a time mutually agreeable to the employee and the superintendent. A representative of the Association may, at the employee's request, accompany the employee in such review. In the event that there is disagreement over the content of any material in an employee's personnel file, the employee may submit a written statement for inclusion in the personnel file to explain his position concerning the material in dispute. In addition, an employee who believes that material placed in his file is inappropriate or in error may seek to have the material changed and/or removed from the personnel file through the grievance procedure, but such disputes are not subject to arbitration.

LENGTH OF AGREEMENT

Section 17.0. Copies of Agreement. The Employer shall provide one copy of this Agreement to each member of the collective bargaining unit after it has been executed by all parties. In addition, the Employer will provide one copy for the use of the Association.

Section 17.1. Severability. If any Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be ruled invalid by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Section.

Section 17.2. Intent and Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which contains all of the economic and non-economic conditions of employment, supersede all prior agreements or understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject 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. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

APPENDIX A

1. Effective the first full pay period after July 1, 1997-98, the following wage schedule shall be in effect:

	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>
Custodian I	\$6.00	\$6.00	\$6.00	\$6.00
Paraprofessional	\$7.54	\$7.77	\$7.99	\$8.35
Cook	\$6.90	\$7.40	\$7.99	\$8.35
Custodian II	\$6.90	\$7.40	\$7.99	\$8.35
Secretary	\$7.19	\$7.90	\$8.27	\$8.65
Bus Driver	\$9.59	\$10.32	\$10.68	\$11.06
Waiting Time	\$6.56	\$6.56	\$6.56	\$6.56

- Effective the first full pay period after July 1, 1998-99 the following wage schedule shall be in effect:

	<u>Start</u>	<u>1 Yr.</u>	<u>2 Yr.</u>	<u>3 Yr.</u>
Custodian I	\$6.24	\$6.24	\$6.24	\$6.24
Paraprofessional	\$7.77	\$8.00	\$8.23	\$8.60
Cook	\$7.11	\$7.62	\$8.23	\$8.60
Custodian II	\$7.11	\$7.62	\$8.23	\$8.60
Secretary	\$7.41	\$8.14	\$8.52	\$8.91
Bus Driver	\$9.88	\$10.63	\$11.00	\$11.39
Waiting Time	\$6.76	\$6.76	\$6.76	\$6.76

2. The Librarian classification is encompassed in the Aide I pay grade. In the event that an individual hired for that position possesses certification as a professional librarian, the Employer in its sole discretion may pay a higher rate to that individual.
3. The Migrant Paraprofessional classification is considered to be in the Aide II pay grade. This classification performs instructional services to migrant students in addition to the other non-instructional duties performed by the Aide I classification.

APPENDIX B

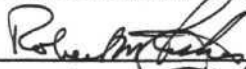
During the term of this Agreement, the group health insurance plan will provide the following coverages:


MESSA Super Care I
Delta Dental (60/60/60; \$1,000)

Section 17.3. Term of Agreement. "This Agreement shall become effective July 1, 1997 and shall remain in full force and effect through June 30, 1999 at 11:59 p.m."

WALKERVILLE RURAL
COMMUNITIES SCHOOL

MICHIGAN EDUCATION ASSOCIATION







LETTER OF UNDERSTANDING NO. 2

Subject: Full-Time Employment Status

The parties are signatories to a collective bargaining agreement effective from ratification to June 30, 1997. The provisions of Section 1.1. Definition and Employee Coverage notwithstanding, any full-time employee as of September 30, 1987, shall be considered to be a full-time employee for benefit purposes as long as they are working at least twenty-five (25) hours per week on a regular schedule in a position classified by the Employer as permanent.

WALKERVILLE RURAL
COMMUNITIES SCHOOL

MICHIGAN EDUCATION ASSOCIATION


LETTER OF UNDERSTANDING NO. 3


Subject: Migrant Aides.

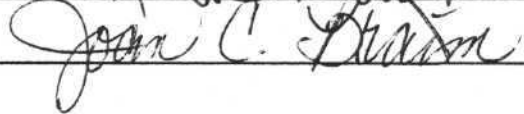
The parties are signatories to a collective bargaining agreement effective from ratification to June 30, 1997. It is recognized that the positions of migrant aides are normally temporary positions due to the uncertainty of migrant student population. In the event that the migrant program lasts longer than expected in any year, the classification of the position as temporary shall not be the subject of any grievance or arbitration.

WALKERVILLE RURAL
COMMUNITIES SCHOOL

MICHIGAN EDUCATION ASSOCIATION







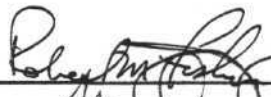
LETTER OF UNDERSTANDING NO. 4


Subject: Vacation Pay for Regular Part-Time Employees


The parties were signatories to a collective bargaining agreement effective from ratification to June 30, 1997. Prior to the execution of the 1989 through 1992 collective bargaining agreement, regular part-time employees were eligible for vacation pay. As part of the settlement of that collective bargaining agreement, it was agreed that employees hired prior to January 9, 1990, who are in the status of regular part-time employees would continue to be eligible for vacation pay pursuant to Section 13.1. Vacation Pay, but that employees hired after January 9, 1990, would only be eligible for vacation pay when their status is that of a full time employee.

WALKERVILLE RURAL
COMMUNITIES SCHOOL

MICHIGAN EDUCATION ASSOCIATION







LETTER OF UNDERSTANDING NO. 5

Subject: Retroactive Payment

The parties are signatories to a collective bargaining agreement effective from ratification to June 30, 1997. The provisions of Section 17.3. Term of Agreement notwithstanding, the Employer agrees to pay the increased health insurance premium amounts called for in Section 14.1. Payment of Health Care Insurance Premiums and the increased wages called for in Appendix "A" retroactively to July 1, 1992 to those employees who are employed by the district as of May 17, 1993. The retroactive payments will be paid in a lump sum check, less appropriate deductions.

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LETTER OF UNDERSTANDING NO. 6

Subject: Change in Health Care Carrier

The parties are signatories to a collective bargaining agreement effective from ratification to June 30, 1997. The provisions of Appendix "B" setting forth the group health insurance plan and Section 17.2. Intent and Waiver notwithstanding, the Employer agrees that during the term of this Agreement the Union may at its option select to modify Appendix "B" to substitute a less costly plan for MESSA Super Med I with the MESSA Care Rider. Such a change shall be effectuated by requesting a special conference pursuant to Section 2.4. Special Conferences.

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