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6/30/2000

AGREEMENT

Between the

**Battle Creek Educational
Support Personnel Association/MEA-NEA**

and the

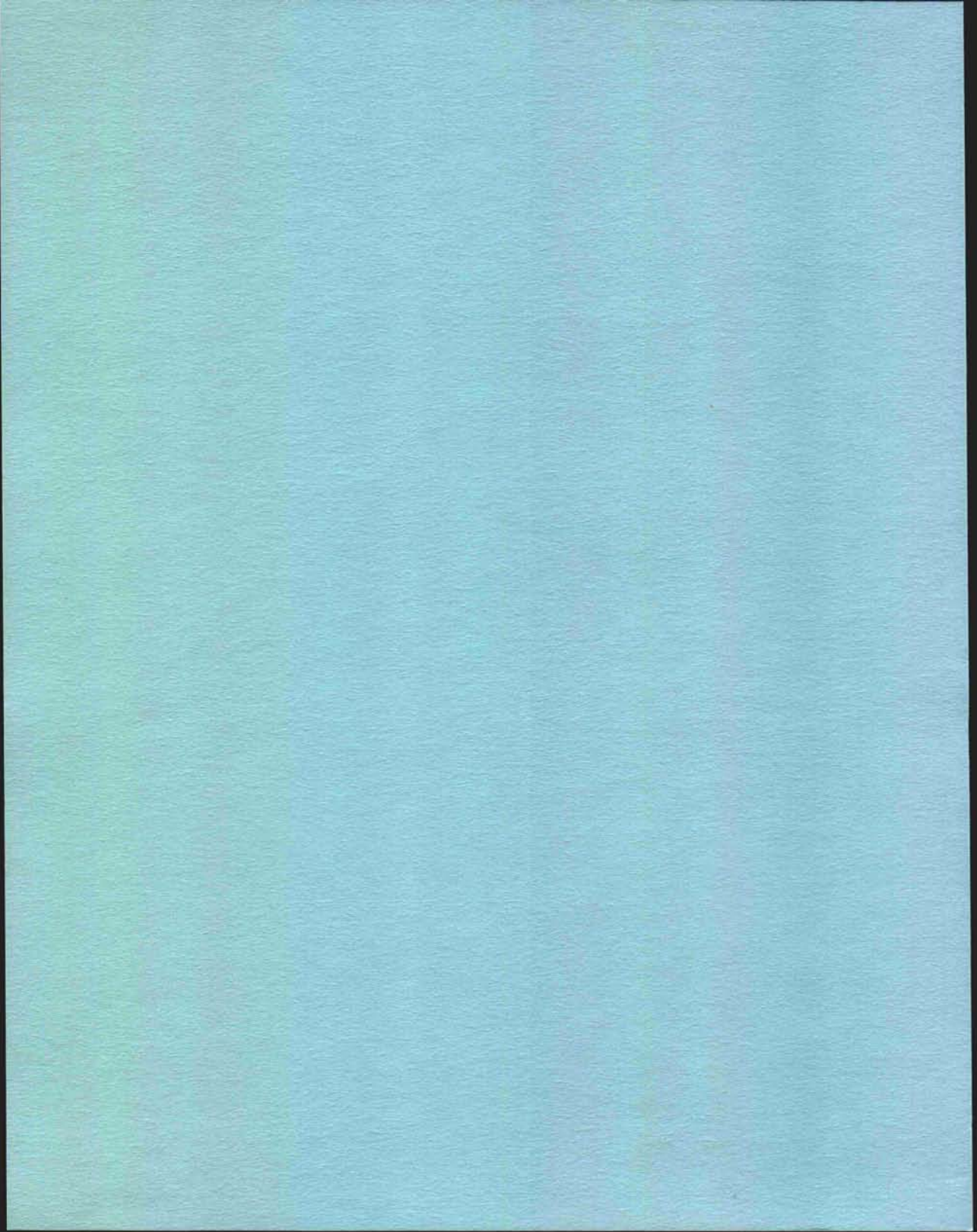
School District of the City of Battle Creek

Effective July 1, 1997 through June 30, 2000

**MAINTENANCE
OPERATING
ATTENDANTS
CAFETERIA
HOSTESS**

Battle Creek Public Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



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PREAMBLE

The parties of this Agreement are the School District of the City of Battle Creek (referred to as the Employer or Board) and the Battle Creek Educational Support Personnel Association – Michigan Education Association/National Education Association (referred to as the Union or the Association).

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ARTICLE I
Recognition – Covered Employees

- A. Pursuant to and in accordance with all applicable provisions of Public Act 379 of 1965, as amended, the Board of Education hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment, fringe benefits and other conditions of employment for the term of this agreement as described below:

All regular full-time and part-time Employees within the Maintenance, Operating and Attendant Divisions who work four (4) hours or more a day on a regularly scheduled basis.

Cafeteria Division Employees who work two (2) hours or more a day on a regularly scheduled basis.

All full-time and regular part-time Hostess Division Employees. Hostesses are not to be considered as Cafeteria Division Employees.

- B. It is the intent of this contract to recognize Maintenance, Operating, Attendant, Cafeteria and Hostess Employees as working in separate Divisions.
- C. All other personnel not specifically named in this Article, including, but not limited to substitutes, Step-Supply employees, individuals hired for summer employment as temporary Employees, all personnel assigned to the Transportation Department, professional Employees, office clerical Employees, crossing guards, supervisors, noon-hour supervisors, breakfast supervisors, and all other Employees are excluded from the bargaining unit.
- D. Any Employee hired within the Attendant and Cafeteria Divisions between October 4, 1975 and January 1, 1998 and working less than four (4) hours per day, shall not be entitled to receive benefits such as health insurance, dental care insurance, life insurance, paid sick leave days, paid holidays, paid in lieu vacation days, and paid personal days and uniform allowance. Effective January 1, 1998 benefit eligibility will be five and one-half (5½) hours per day for Employees hired after January 1, 1998.
- E. Definitions

“Employer” and “Board” mean the Battle Creek Public Schools Board of Education, the Superintendent of Schools or assigned administrators representing the School District.

“Employee” and “Employees” mean an Employee and/or Employees represented by the bargaining unit.

“Association” and “Union” mean the Battle Creek Educational Support Personnel Association/MEA-NEA.

ARTICLE II
Management Rights

- A. It is expressly agreed that the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except those rights which are expressly restricted by this Agreement. The Board has the responsibility, authority and right to manage and direct on behalf of the public the operations and activities of the Battle Creek Public Schools under its control. Management rights shall include, by way of illustration and not by way of limitation, the following:

All rights designated as management rights or prohibited subjects of bargaining under the Public Employment Relations Act (PERA) as amended by 1994 PA 112; the rights in accordance with its sole and exclusive judgment and discretion to reprimand, suspend, discharge, or otherwise discipline Employees; to determine the number of Employees to be employed; to hire Employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work; to set the standards of service and productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which the operations are conducted; to set the starting and quitting times and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or services; assign work to Employees on a temporary basis; to control and regulate the use of machinery, facilities, equipment and other property of the Employer; to introduce new or improved methods of operations, materials and machinery; to determine the number of departments and Divisions; and to assign overtime and extended time; approve and deny vacations and leaves.

- B. The exercise of the foregoing powers, rights and authority, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- C. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- D. Notwithstanding any provision of this Agreement, the Board shall be entitled to take any steps deemed necessary by it to accommodate an Employee's disability and comply with State and Federal laws prohibiting discrimination on the basis of disability, such as the Americans with Disabilities Act (ADA).

ARTICLE III
Agency Shop

- A. Each Employee shall, on or before, thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a service fee determined by the Association. The Employee may authorize payroll deduction for such fee. In the event that the Employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the Employee's wages and remit the same to the Association. The procedure for involuntary deduction shall be as follows:
1. The Association shall notify the Employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.
 2. If the Employee fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section A above.
 3. The Board, upon receipt of request for involuntary deduction, 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 same.
- B. Pursuant to Chicago Teachers Union vs. Hudson, 106 S ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association Employees. The remedies set forth in the 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 Employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. All Employees new to the District will be informed of this requirement when being offered employment in the District.

- D. The Association agrees to indemnify and save the Board, and including individual school board members, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this agreement, providing that the Association shall have the right to select the legal counsel and to determine the method and means of defense, appeal or compromise to settle the claim. Neither the Association nor the MEA will seek to invalidate the hold harmless clause or claim that the language is unenforceable.
- E. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the above provisions and to furnish any other information needed by the Board to fulfill the provision of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- F. Authorized deduction of membership dues shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year and the Board agrees to promptly and monthly remit to the Association Treasurer all monies so deducted, accompanied by a list of Employees from whom the deductions have been made.
- G. The Board shall also make payroll deductions upon written authorization from Employees for the following and any other programs jointly approved by the Association and the Board.
 - 1. Credit Union
 - 2. Tax-sheltered Annuities
 - 3. Supplemental Life Insurance Opportunities available in the District
 - 4. United Way

ARTICLE IV
Association Rights

- A. **Union Representation (Stewards and Union Officers)**
 - 1. With the exception of investigating and/or processing grievance matters, negotiating contracts, and participating in conference committees, the Union Steward/Officer will not be allowed to transact any business during their regular working hours. Such Union Steward/Officer may receive but not solicit, and may discuss complaints and grievances of Employees on the premises and time of the Employer, but only to such extent as does not neglect, retard or interfere with the work and duties of the Union Steward/Officer or with the work and duties of the Employees. Union Steward/Officer shall be allowed reasonable time for the handling of such matters. The Board reserves the right to deny such leave based on the lack of a qualified substitute, immediacy of work being completed and/or previous absences from the job.

2. Union Steward/Officers must ask their immediate supervisor for permission to leave their jobs to investigate and adjust grievances. The Union Steward/Officer, upon arrival at the new location, shall report his presence to the office.
3. The Association shall keep the Employer advised in writing of the names of all officers, Union Stewards or alternate Union Stewards or temporary appointments.

B. Bulletin Boards

1. The Employer will provide bulletin boards in each building and cafeteria and one in the Maintenance Division which may be used by the Union for posting notices limited to the following types:
 - a. Notices of recreational and social events.
 - b. Notices of elections.
 - c. Notices of results of Association elections.
 - d. Notices of meetings.
 - e. Job postings.
2. The Association shall have the exclusive right to the use of these bulletin boards.

C. Association Business Leave

1. On July 1 of each year, the Association shall be credited with fifteen (15) full unpaid leave days to be used by the President of the Association or his/her designee. Such use is to be at the discretion of the Association.
2. The Association agrees to notify the Board in writing no less than forty-eight (48) hours in advance of the date of intended use of such leave. If the urgency of the leave is of such a nature that the 48 hour notice is not practicable, the Superintendent or Superintendent's designated representative shall discuss options to the leave and the work to be done prior to approval or disapproval of the leave.

D. Employer Mail System

The Association may use the school mails for the distribution of materials related to school business. Should there be any determination that such usage requires U.S. postage, the Association agrees to pay such cost or discontinue usage until an alternate plan can be negotiated.

**ARTICLE V
Conference Committee**

- A. This committee shall consist of representatives of both the Union and Employer. Its main function shall be to confer on matters pertaining to the overall operation of the Maintenance, Operating, Attendant, Hostess and Cafeteria staffs; to keep both parties to

this contract informed of changes and developments caused by conditions other than covered by this contract; to keep the staffs of all departments operating at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope.

- B. The Union shall have three (3) to five (5) representatives selected by the Union.
- C. The Employer shall have three (3) to five (5) representatives selected by the Employer.
- D. Either party to the contract can request a meeting of the Conference Committee. Arrangements are to be made in advance and an agenda shall be submitted with the request, unless otherwise mutually agreed. The agenda shall be mutually agreed upon. Matters taken up at the conference shall be limited to those included in the Agenda.
- E. It is understood by both parties to this Agreement that when a conference is called for purposes of hearing testimony, both the Union and the Employer may bring in witnesses, and the parties directly involved in the incident, for questioning and determination of responsibility and corrective steps to be taken.
- F. When requested by the Local President, the Employer will provide an area on its property for a pre-conference meeting thirty (30) minutes before the scheduled conference.
- G. If a contractual matter which has been discussed at the Conference Committee level is not satisfactorily resolved, it is understood that a grievance may be processed beginning at Step Two of the grievance procedure provided; 1) it is mutually agreed to by the two parties, 2) grievance time lines have been extended.

ARTICLE VI Grievance Procedure

- A. A grievance is defined as a misapplication or misinterpretation of the agreement or an action that violates the specific terms of this agreement.
- B. A grievance, to be a proper grievance, shall cite the Article the grievance is based on and demonstrate the violation.
- C. It is mutually agreed the grievant must be present at each step of the grievance procedure.
- D. No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate, unless overtime was involved in the specific grievance.
- E. Procedure - An Employee having a proper grievance in connection with his/her employment shall present it to the Employer as follows:

1. **Level One - Informal Adjustment Level**
The grievant shall discuss the grievance with his designated steward or Officer. The parties shall meet to discuss the grievance with the proper Administrator within ten (10) working days of the occurrence or the time the grievant should have known of its occurrence.
 2. **Level Two**
If the grievance is thereby not disposed of at Level One, the grievance shall be presented in writing, within five (5) working days of the Level One meeting, to the same administrator with whom the Level One meeting was held. The administrator shall respond in writing within five (5) working days of receiving the written grievance.
 3. **Level Three**
If the grievance is thereby not disposed of at Level Two, the grievance shall be presented, within five (5) working days of receiving the written response at Level Two, to the Assistant Superintendent for Business and Finance or his/her designee. The Assistant Superintendent for Business and Finance or his/her designee shall render a decision in writing within five (5) working days after hearing the grievance.
 4. **Level Four**
If the grievance is thereby not disposed of at Level Three, the grievance shall be presented, within five (5) working days of receiving the written response at Level Three, to the Superintendent of Schools or his/her designee. The parties shall meet to discuss the grievance within five (5) working days of the date the grievance was received by the Superintendent or his/her designee. The Superintendent or his/her designee shall render a decision in writing within five (5) working days of the meeting. The Superintendent's or his/her designee's decision shall be final and binding for all Hostess Division grievances.
 5. **Level Five**
If the answer of the Superintendent is not acceptable to the Union, the Union may submit the case to advisory arbitration within thirty (30) working days of receiving the Superintendent's written response. The Arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. The Arbitrator's fees and expenses shall be borne equally by the Employer and the Union.
- F. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement, and shall be limited to the interpretation and application of this Agreement in his/her award.
- G. The Arbitrator's findings and award shall be reviewed by the Board of Education no later than the second regularly scheduled meeting following the receipt of said findings and award. The Board of Education will issue its decision as to whether or not the award will

be implemented to the Local President no later than five (5) days from the date of the meeting at which the findings and award were reviewed.

- H. The Local President, or his/her representative, shall be allowed time off his/her job, without loss of time or pay, to investigate a grievance which he/she is to discuss at any level of the grievance procedure.
- I. The local union representatives may meet on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the Employer or his representative, or prior to the submission of a case to arbitration, provided advance notice is given.
- J. Time limits may be extended by mutual agreement.

ARTICLE VII

Discipline and Discharge

(Includes Hostess Division Employees Except as Noted)

- A. The right to discipline or discharge an Employee shall remain at the sole discretion of the Board, but no disciplinary action resulting in loss of pay or discharge shall be made without just cause for non-probationary Employees.
- B. Any Employee who is given a disciplinary action or discharge shall receive written notice thereof which shall state the nature of the offense and the disciplinary action taken.
- C. A grievance, which concerns a disciplinary action or discharge, may be processed initially at one step higher than the person issuing the discipline or discharge.
- D. The disciplined or discharged Employee will be allowed to discuss his/her discipline or discharge with an Association Representative and the Board will make available an area where he/she may do so before he/she is required to leave the property of the Board. In emergency situations the Board has the right to order the Employee to immediately leave the Board's property.
- E. If the Employee desires, an Association Representative may be present with the Employee when the Board representative issues any disciplinary action or discharge.
- F. Use of Past Record: (Excludes Hostess Division Employees)

In imposing any discipline on a current charge, the Board will not take into account any prior infraction which occurred more than two (2) years previously, unless the discipline was a result of misconduct or inappropriate activity with a student or students, or impose discipline on an Employee for honest mistakes on his/her employment application after a period of two (2) years from the date of hire.

ARTICLE VIII
Probationary Employees

- A. New Maintenance Division and Operating Division Employees shall be considered as probationary Employees for the first one hundred and thirty-five (135) working days of their employment as Maintenance or Operating Employees. There shall be no seniority among probationary Employees.
- B. New Cafeteria Division and Attendant Division Employees hired in the units shall be considered as probationary Employees for the first ninety (90) working days of their employment as cafeteria or attendant Employees. There shall be no seniority among probationary Employees.
- C. New Hostess Division Employees shall be considered as probationary Employees for the first one hundred fifty (150) working days of their employment as hostess Employees. There shall be no seniority among probationary Employees.
- D. The Board may extend the above probationary periods an additional forty-five (45) work days for reasons, which are not arbitrary nor capricious. The Association President shall be notified if an Employee's probationary period is extended. Failure to notify the Association President is not grievable.
- E. The Association shall represent probationary Employees only in respect to rates of pay, wages, and hours of employment. Issues other than these are excluded from the grievance procedure when relating to probationary Employees.

ARTICLE IX
Seniority

- A. Seniority shall be determined on a Division basis and shall be based upon the Employee's length of service within the Division. Seniority in one Division is not considered when an Employee is applying for a position in another Division.

If an Employee in one Division is awarded a position in another Division or the Step-Supply program, the Employee's seniority shall continue to accumulate in his/her former Division until the Employee successfully completes a probationary period in the new Division. After the successful completion of this probationary period, the Employee's seniority in his/her previous Division, minus the seniority granted to the Employee in his/her new Division, shall be frozen.

In cases where an Employee is not successful in his/her new Division or the Step-Supply program, he/she shall be placed in supply if initially transferred from Maintenance or Operations, or will be placed as a substitute if initially transferred from the Cafeteria, Attendant or Hostess Divisions. The unsuccessful Employee shall receive supply or substitute rate of pay until he/she successfully bids into a vacant position and must bid for all positions he/she is qualified to fill.

- B. If an Employee successfully completes the probationary period within a Division, he/she shall be entered on the seniority list of the Division and shall rank for seniority from the date he/she started working in the Division. In the event two (2) or more Employees began work in a Division on the same day, their respective positions on the seniority list shall be determined by the drawing of numbers. There shall be no seniority among probationary Employees.
- C. The Board shall prepare seniority lists, which show the Division, Employee's name, date of hire, date seniority started, job location, and job title of all Employees of the Division entitled to seniority.
- D. The Employer will keep the seniority list up to date at all times and will provide the local Association President with up-to-date copies upon request, but not more than twice a year.
- E. Seniority shall not accrue during unpaid leaves of thirty (30) or more working days. For the purposes of this section, absences due to injuries covered by Workers' Compensation are not considered to be unpaid leaves.

ARTICLE X
Termination of Seniority

An Employee's seniority shall be terminated and his/her rights under the Agreement forfeited for the following reasons:

- A. Discharge, quit, retirement or resignation.
- B. An absence of three (3) consecutive work days without notifying the Employer. In the event the Employee is physically unable to contact the Employer and a licensed physician attests to the fact that he/she was not physically able to make contact with the Employer, exceptions may be made by the Employer.
- C. If he/she does not return to work when recalled from lay-off as set forth in the recall procedure.
- D. Failure to return to work upon expiration of a leave of absence. Return from sick leave and leaves of absence shall be treated the same as B above.
- E. A lay-off period of eighteen (18) months or for a period equal to the Employee's seniority, whichever is less.

The Employer will send written notification to the Employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated.

ARTICLE XI
Lay-Off and Recall

A. Lay-offs shall be made on a Division by Division basis.

Employees who have their seniority placed in abeyance do not have the right to bump.

1. Employees will be laid off based on seniority, qualifications, and ability. Within a Division, probationary Employees with seventy (70) days of probation or less will be laid off first. Next, Employees who have their seniority in abeyance will be laid off followed by probationary Employees with more than seventy (70) days of probationary service completed. All other Employees shall be laid off in the inverse order of their seniority, i.e. last hired first laid off on a Division seniority basis provided the more senior Employee has the ability and qualifications to satisfactorily perform the job duties as described in the job description. The more senior Employee must have the ability and qualifications to satisfactorily perform the job held by the less senior Employee. If the more senior Employee does have the qualifications and ability, he/she will be given a two week trial period to illustrate that his/her performance is satisfactory. Should his/her work not be satisfactory, he/she will be laid off and another Employee will be recalled to fill the position.

Before any lay-off is implemented, the Board will review the Step-Supply program to determine if the program should be reduced, eliminated, or remain in place. The decision will be that of the Board and is not subject to the grievance procedure.

2. Employees who are displaced because of consolidation or elimination of positions shall have the opportunity within five (5) working days to bump an Employee with less seniority within a similar classification or pay rate and working the same number of hours, providing they have the qualifications to perform the work. The displaced Employee must bump the lowest seniored Employee within the similar classification or pay rate. The Employer shall decide if the Employee is qualified.
3. Once the least seniored Employee within a classification or pay rate has been displaced or bumped, he/she may exercise bumping rights over the least seniored Employee in the next lower classification or pay rate, i.e. extra duty fireman to fireman.

B. Bumping into Another Division

Employees who have had their seniority placed in abeyance do not have the right to bump into another Division.

In order for an Employee who is laid-off from a particular Division to bump into another Division he/she must have seniority in another Division. The affected Employee shall be

entitled to bump the lowest seniored Employee in the other Division provided his/her seniority is greater than the lowest seniored Employee in the other Division and if the Employee wishing to bump is qualified to perform the job duties required for the position of the Employee who stands to be bumped. The Employer shall determine whether or not the Employee wishing to bump is qualified based on the job description in question and the previous job experience of that Employee in his/her previous Division.

C. Notice of Lay-off

Employees being laid-off shall have at least seven (7) calendar days notice in writing, if possible. The local Association President shall receive a list from the Employer of the Employees being laid-off on or about the same time the notices are issued to the Employees. The Employer's failure to forward this list shall have no effect on the lay-offs.

In the event of an unforeseen circumstance or an emergency that causes an interruption of work of five (5) days or less, shall not constitute a lay-off. The notification period, seniority, ability and job qualification provisions shall be waived.

Employees being laid off shall receive all pay due them for work performed prior to and including the day they are laid off at the next regular pay day.

When meals are not served in a building(s) due to the building's schedule and meals are being served in other buildings, the time not scheduled for work does not constitute a lay-off for affected cafeteria and hostess Employees.

D. Divisional Recall Rights

1. When the work force is increased or vacancies occur after a lay-off, Employees shall be recalled by Division using the inverse order of the lay-offs provided that the Employee has the ability and possesses the qualifications found in the appropriate job description. Notice of recall shall be sent to the Employee at his/her last known address by registered or certified mail. If an Employee fails to report for work within five (5) calendar days from the date of mailing of the notice of recall, this shall constitute the Employee's resignation and employment shall automatically terminate. Extensions will be granted by the Board in proper cases and at the sole discretion of the Board.
2. All Employees who are laid off shall have the opportunity to be placed on his/her Division/Classification substitute or supply list provided the Employer determines such actions are necessary to address work not being completed due to absences of the remaining work force. Work performed as substitute or supply shall be compensated at the substitute or supply rate of pay.

Schedules and total hours will vary as determined by the Employer (i.e., custodian on supply may work less than 40 hours/week).

3. Probationary Employees who are laid off may be given the opportunity to complete the Step-Supply program provided they have not done so. The Board will determine if such actions are to be implemented. The Employee's pay and benefits shall be that of a Step-Supply Employee if the placement occurs. The Board's decision is not subject to the grievance procedure.

E. Unemployment Compensation

In the event an Employee receives unemployment compensation for a scheduled work day which was canceled due to conditions not within the control of School authorities, if the canceled day is rescheduled, the Employee's compensation for working the rescheduled day will be adjusted such that the compensation for the rescheduled day, plus the unemployment compensation for the canceled day, equals the compensation he/she would have earned had the Employee been compensated for the rescheduled day at his/her regular rate of pay.

In the event an Employee receives unemployment compensation benefits for non-scheduled work day(s), such as a holiday break period or the summer break period for an Employee who would not have worked in the summer, the Employee's compensation for the period which follows the non-scheduled work day(s) will be adjusted in the same manner such that the adjusted compensation, plus the unemployment compensation, equals the compensation he/she would have earned had the Employee been compensated for the period following the non-scheduled work day(s) at his/her regular rate of pay.

ARTICLE XII

Divisional Transfers, Vacancies, New Positions and Promotions

A. Positions Outside the Bargaining Unit

If an Employee is transferred to a position with the Employer, which is not included in the bargaining unit, the Employee shall not accumulate seniority while working in the non bargaining unit position to which he/she was transferred. His/her seniority in the position from which the Employee was transferred shall be frozen.

B. Posting and Awarding of Vacancies

1. A vacancy is created when the Employer determines to fill an open position. In the event of a vacancy, it shall be posted for five (5) working days and interested Employees will have the opportunity to bid. The parties to this agreement recognize the Employer's responsibility to place the best qualified person in each vacancy. Seniority within the Division in which the vacancy occurred, ability and attendance record will be considered and given equal weight in the selection process.
2. The parties agree that open positions should be given serious attention. Unless there are extenuating circumstances, which have been communicated to the

Association by the Board, the award and assignment of a bid position shall be made within twenty (20) working days following the completion of the posting period.

- C. It is mutually agreed that supply Employees are classified as operating Employees with the same bid rights as all other operating Employees.

D. **Limitations of Bid Rights**

1. An Employee making a successful bid shall hold that position for six (6) calendar months before being eligible to bid on any other position, except those positions that would result in a promotion or increase in regular hours.
2. An Employee making a successful lateral bid shall hold that position for twelve (12) calendar months before being eligible to bid any other lateral position, except those positions that would result in a promotion or increase in regular hours.
3. An Employee shall not be entitled to bid a vacancy or new position if the vacancy or new position is the same shift and classification within the same building or Maintenance Department the Employee is assigned at the time the vacancy is posted.
4. Employees do not have bid rights into a Division other than his/her own Division.

E. **Trial Period for Divisional Awards**

An Employee who has made a successful bid on a posting shall have a trial period of up to sixty (60) working days for the Employer to determine his/her ability to perform the duties of that position. In the event the Employee cannot attend to all of his/her duties because of the time of the year, an additional ten (10) days shall be used during the proper time to evaluate his/her ability. In the event that the Employee desires to revert back to his/her former classification during the trial period, or if the Employee is unsatisfactory in the new position, it is mutually agreed the Employee shall notify the Employer and the Association President in writing the reasons; or the Employer shall notify the Employee and the Association President in writing the reasons for reverting the Employee back to his/her former classification and position if vacant.

If the former position is not vacant the following shall occur:

- a. Maintenance or Operating Employees shall assume supply duties until he/she is awarded a position. If no such award occurs within six (6) months, the employee will be reclassified as a Supply/Custodian II Employee.
- b. Cafeteria or Attendant Employees shall replace the lowest seniority Employee in that classification with the same amount of hours.
- c. Hostess Employees shall be placed on the Food Service supply list.

ARTICLE XIII
Unpaid Leaves of Absence
(Excludes Hostess Division Employees)

A. Child Rearing Leave

An Employee may be granted a leave of absence for child rearing purposes. Such leave is to commence not earlier than the date of the birth or adoption of the Employee's child except that a pregnant Employee's leave may commence prior to the birth of her child. The leave is to commence not later than one (1) year after the date of the birth or adoption of the Employee's child. Such leave shall be granted without pay for a period not to exceed twelve (12) weeks beyond the date on which it became effective. Except in cases of emergency, the Employee shall notify the Board, in writing, at least thirty (30) days prior to the date the leave is to begin. The leave's start and return dates shall be included in the letter along with a copy of the child's birth certificate and/or physician's statement.

All or any portion of a leave taken by an Employee because of a medical disability connected with or resulting from her pregnancy may, at the Employee's option, be charged to her available sick leave.

B. Extended Illness Leave

An unpaid leave up to one (1) year in duration shall be granted any Employee due to extended illness when recommended by a licensed physician. The Board may request that the Employee present a statement from a physician certifying the Employee's fitness to return to work. It is not the intent of this paragraph to circumvent the absenteeism/sick leave disciplinary procedures.

C. Association Leave

Employee's who are elected officers of the State or National Association or its Affiliates may be granted a leave of absence without pay not to exceed one (1) year for the purpose of performing duties of the Association or its Affiliates.

D. Prolonged Illness in the Immediate Family

An unpaid leave up to six (6) months in duration shall be granted for illness in the immediate family. Immediate family shall be defined as a spouse, child, parent, grandparent, brother, sister, father-in-law, mother-in-law, or a relative living and making his/her home in the Employee's household. Upon request of an Employee, the Board may grant leave allowance even though the person who is injured, ill, or deceased is not within the Employee's immediate family. The Employee is expected to provide the Superintendent or his/her designee a complete explanation of need.

E. **Military Leave – Leave for National Defense in Excess of Two Weeks**

An unpaid leave shall be granted for service in the Military Forces of the State of Michigan or the United States for up to one (1) year. An Employee on such leave shall be entitled to all salary increments except sick leave allowance, as if he/she were not absent from work, providing he/she returns to work immediately upon release from the Military service.

F. **Applying for Leaves**

1. The appropriate administrator shall answer a request for leave, in writing, within seven (7) working days of the receipt of the written request.
2. A verbal request will be considered in case of an emergency, but must be reduced to writing at a later date arranged between the parties.
3. Leaves may be extended, not to exceed one (1) year, by the Employer for good cause.

G. **Return From Leave:**

1. **Operations and Maintenance Divisions:**

If the leave is eighty (80) days or less, the Employee will return to the same position held when he/she was granted the leave of absence provided the work is still available.

If the leave is for more than eighty (80) days and the Employee's position was bid and awarded to another Employee, the Employee shall return to work as a supply Employee at the former classification and wage, i.e., supply fireman.

2. **Cafeteria Division:**

If the leave is eighty (80) days or less, the Employee will return to the same position held when he/she was granted the leave of absence provided the work is still available.

If the leave is for more than eighty (80) days and the Employee's position was bid and awarded to another Employee, the Employee shall either bump the lowest seniored Employee with the same number of hours in the same classification or be placed on the food service supply list.

3. **Attendance Division:**

The Employee will return to the same position held when he/she was granted the leave of absence provided the work is still available.

ARTICLE XIV
Paid Leaves
(Excludes Hostess Division Employees)

A. Sick Leave

1. Any Employee covered by this Agreement shall be allowed one (1) day of sick leave allowance for each month the Employee receives pay in his/her regular yearly position. Unused sick leave allowance shall accumulate to a maximum of two hundred (200) days and be designated "accumulated sick leave allowance."
2. Employees who regularly work less than full time shall accumulate sick leave at the established rate, pro-rated according to the average number of hours or months worked.
3. Sick leave shall be available for use by Employees for the following purposes:
 - a. Personal illness or quarantine.
 - b. Serious illness or serious injury in the immediate family. Immediate family interpreted to mean husband, wife, or children living in the same household or legally responsible to the Employee.
 - c. If absent three (3) or more working days, the Employer may ask for a physician's statement, if the Employer so desires. If the illness is of a serious, or contagious nature, a certificate from the licensed physician certifying recovery may be required.
4. An Employee, while on sick leave, shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this agreement.
5. Employees who are laid off shall have available any unused accumulated sick leave previously earned, effective at the time they are recalled.
6. Employees who leave to enter the Armed Forces of the United States under the Selective Service Act, who are members of the Armed Forces during a declared national emergency, shall, upon re-employment, have available any unused sick leave previously earned, provided that such re-employment takes place within ninety (90) days after discharge.
7. Holiday during leave (see holiday provisions).
8. An Employee who separates from the Employer for retirement purposes in accordance with the provisions of Michigan laws relating to retirement systems for public school Employees, shall be paid for his/her unused accumulated sick

leave up to ninety (90) days. All payments for sick leave shall be made at an Employee's current rate of pay based on his regular work day. An Employee must have been an Employee of the Battle Creek Public Schools for ten (10) consecutive years in order to be eligible for this benefit.

9. Any Employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, after thirty (30) calendar days absence shall receive from the Employer the difference between the allowance under Workers' Compensation Law and his regular salary for the duration of the injury or illness, after the claim has been validated by the Employer, retroactive to the first day, not to exceed ten (10) months for ten (10) month Employees, or twelve (12) months for twelve (12) month Employees for any one injury or illness, with no subtraction of accumulated sick leave. This benefit is available one time only for the same injury.
10. Effective July 1, 1984 an Employee who has accumulated over one hundred (100) sick days shall have the option of exchanging such excessive accumulated sick days on a two (2) sick days for one (1) vacation day basis, not to exceed five (5) additional vacation days per year.
11. Effective October 1, 1990 an Employee who has accumulated one hundred forty (140) or more sick days shall have the option of exchanging such excessive sick days on a cash basis as per his/her daily rate of pay, not to exceed ten (10) days per year.

B. Sick Leave Bank

Beginning with the 1984-85 school year, a sick leave bank designed to provide represented Employees with income protection due to long term major physical or mental disability will be established as follows:

1. Each Employee shall contribute one (1) of his/her sick leave days for the 1984-85 school year to the sick leave bank.

During this initial year the Board will contribute a number of days to the sick leave bank so that the bank will begin with 255 days.

2. Employees will be eligible to apply for withdrawal of sick leave days from the bank when they have suffered a major disability, and after the expiration of the greater of: 1) the Employee's accumulated sick leave, or 2) a waiting period of sixty (60) work days during the calendar year.
3. The maximum withdrawal for any one person cannot exceed two hundred (200) sick days in a two (2) year school calendar period. Also, the maximum withdrawal for a single disability shall not exceed two hundred (200) sick days.

4. When an Employee returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period, unless a six month period has elapsed since the Employee's return to work. In addition, if a waiting period is interrupted due to a return to work and the Employee is subsequently unable to continue working due to a recurrence of the same disability, the waiting period will be considered uninterrupted.
5. Disabilities incurred on or after July 10, 1984 will be considered eligible for the sick leave bank. Disabilities sustained prior to July 10, 1984 are excluded.
6. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. In the event the bank becomes depleted, the Board of Education and the Association may, if by mutual consent, assess additional contributions not more than one day per year per Employee. If the Employee has exhausted his/her sick days at the time of the assessment, the one day will be deducted from his/her sick leave at the beginning of the next fiscal year.
7. Employees who anticipate a need to apply for withdrawal from the sick leave bank are to notify the Associate Superintendent for Personnel for information regarding the necessary application procedures. Applicants shall be expected to provide medical proof of disability and must be willing to submit to an examination by a physician appointed by the Board, at the Board's expense, if requested.
8. Each application for withdrawal from the sick leave bank will be reviewed by a committee comprised of three (3) Association representatives appointed by the Union and three (3) representatives of the Board. In the event that a decision cannot be reached by the committee, the final decision regarding the granting of sick leave days will rest with the Board.
9. "The Sick Leave Bank Review Committee" will be responsible for developing additional provisions or bylaws relative to the operation of the sick leave bank.
10. Decisions of the Sick Leave Bank Committee are not subject to grievance.

C. Board Authorized Leave

Employees, when authorized by the Employer, may attend meetings vital to the interests of the schools in the District and may be absent from duty without loss of pay, but may be required to submit; 1) an evaluation of such visit, conference or meeting and 2) evidence of completion.

D. Personal Leave

Personal Leave with pay is not to be charged to sick leave. An Employee may request from one (1) to three (3) days annually for personal leave. Personal leave may be granted

to attend to personal business that is necessitated by an emergency and cannot be attended to outside the normal working day. The Employee may be required to state his/her reason(s) for requesting the leave. The request must be made on the proper form and be submitted to the Associate Superintendent for Personnel and Administration at least two (2) days in advance of the date the leave is to be used. A verbal request will be considered if the emergency is of a nature to make the advance request impossible, but must be reduced to writing as soon as possible. It is understood that personal leave cannot be used to seek outside employment.

E. Funeral Leave

1. If a death occurs among members of an Employee's immediate family or household, the Employee shall be granted three (3) days leave with pay, which shall not be charged to his/her sick leave. (Definition of immediate family for funeral leave only, is Wife, Husband, Son, Daughter, Brother, Sister, Son-in-law, Daughter-in-law, Father, Mother, Father-in-law, or Mother-in-law).
2. If a death occurs among the relatives of an Employee, the Employee shall be granted one (1) day leave with pay, which shall not be charged, to his/her sick leave. (Definition of relatives is Grandson, Granddaughter, Grandmother, Grandfather, Brother-in-law, Sister-in-law, Aunt, Uncle, Niece, or Nephew.)
3. Employees who wish to attend the funeral of a fellow or former Employee, or Employees who serve as pallbearers at the funeral of a fellow or former Employee, will be paid during the times they must be off the job. This time is not to exceed one-half (1/2) day unless the Employee's Director approves it.

F. Jury Duty

An Employee who serves on jury duty shall be paid the difference between his/her pay for jury duty and his/her regular pay for trials lasting three weeks or less.

G. Return From Paid Leave

All Employees on paid leave shall return to the same job as he/she held prior to the paid leave unless the contract requires that job to be bid, the job no longer exists or the Employee has been involuntarily transferred to another position.

If a disability, illness or leave will be more than eighty (80) working days in length, the Conference Committee will meet to determine if the Employee's job is to be posted. The Committee will consider the nature of the disability or illness, the approximate return date of the employee, and other pertinent information. A decision will be made and shared with the Employee and his/her Supervisor.

ARTICLE XV
Short Term Absences
(Excludes Hostess Division Employees)

A. Operations

1. First Shift Vacancy

If a vacancy exists for five (5) days or longer in a building on the first shift the fireman shall have the option to occupy the position until it is posted, bid and awarded, or until the first shift Employee returns to work from vacation, sick leave, or approved leave of absence.

2. Fireman's Vacancy

In the event that a fireman's position becomes vacant and the filling of that vacancy does not fall under the category of General Overtime, that fireman's position shall be filled by the senior most Employee available from that building, providing that Employee has the ability and has agreed to accept the duties and responsibilities of a fireman.

B. Maintenance

In the event of a department head who is absent due to illness or vacation the next senior Employee in the department with the qualifications shall assume the position of the department head until he/she returns to work.

C. Cafeteria

1. In the event of an extra duty manager, manager, assistant manager or cook is absent due to illness, vacation or approved leave of absence, the next senior Employee in that work site, with the qualifications, shall assume that position until the extra duty manager, manager, assistant manager or cook returns to work. If no one in that work site is judged by the Director to be capable of assuming the responsibility, an Employee judged capable will be assigned by the Director. If a position with a longer period of working hours, not to exceed eight (8) hours a day becomes available in any specific work site, an Employee in that work site shall be moved up according to their classification, regular number of hours, seniority, and ability.

2. Employees assigned to work in a higher paid job for three (3) hours or more shall be paid the rate of the higher paid job for such work.

D. The Association and the Board of Education agree that when the lists of supply personnel for the Cafeteria and Attendant classifications have been exhausted and no replacement

can be acquired from the existing supply lists, a retiree who has indicated a willingness to work in the classification from which he/she retired, may be placed on the supply list and may be considered for such work on a day to day basis.

ARTICLE XVI

Maintenance and Operating Working Conditions

(Excludes Attendant, Cafeteria and Hostess Division Employees)

A. Work Day and Work Week

1. An Operating Employee's work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except at the Outdoor Education Center, which is a six (6) and seven (7) day operation. In order to staff the Outdoor Education Center efficiently and economically, the work week will consist of five (5) consecutive days with the sixth day being paid at time and one-half and the seventh day to be double time. If any overtime is required at the Outdoor Education Center, the permanent Employees shall be asked, according to seniority, to work the overtime before a supply person is called in.
2. A Maintenance Employee's work week shall consist of five (5) consecutive eight and one-half (8 1/2) hour days Monday through Friday inclusive. One-half (1/2) hour each day shall be scheduled as an unpaid duty free lunch period.

B. Work Shifts

1. Maintenance Employees
 - a. Maintenance Employees shall be assigned to a regular shift that will not start before 5:00 a.m. or after 8:00 a.m. For temporary shift changes, it is agreed the Employees will be given a two (2) day notice and changes will be in five (5) day blocks.
 - b. The Employer has the right to temporarily place Maintenance Employees on the second shift. Employees will be given two (2) days notice, except in emergencies, before being placed on the second shift. It is further agreed that each Employee will not work more than twenty (20) days, not counting emergencies, per year on the second shift. Any days over the twenty (20) days, except emergencies, will not be assigned to Maintenance Employees until a Conference Meeting is held and the additional days are mutually agreed to be necessary.
2. Operation and Maintenance Employees Assigned to a Building
 - a. The first shift is any shift that regularly starts on or after 4:00 a.m., but before 11:00 a.m. The second shift is any shift that regularly starts on or

after 11:00 a.m., but before 7:00 p.m. The third shift is any shift that starts on or after 7:00 p.m. but before 4:00 a.m. It being understood that no Employee's shift will be split to avoid the payment of overtime.

- b. All Engineers shall be assigned the first shift by the Director of Facilities or his/her designee, which will start after 5:00 a.m. and before 8:00 a.m. and continue for eight (8) consecutive hours. Director of Facilities or his/her designee must give the building engineer three (3) days notice before changing the starting time, except in emergencies.
- c. All other Operating Employees shall be assigned a regular shift compatible to the operation of the building in which they are presently working. This shift pattern is to be worked out by the Principal and the Director of Facilities or his/her designee. Once established, no shift hours can be changed unless there is agreement between the Building Engineer, the Principal and the Director of Facilities or his/her designee.

3. Mutually Agreeable Building Shift Changes

The parties agree that, in certain circumstances, it may be mutually beneficial to allow Maintenance and Operation Employees to work shifts of more than eight (8) hours in length. Such shifts may be instituted with the following:

- a. The shift change plan must be in writing and agreed to by the Association and the Board. The Association President shall be given a copy of any approved shift change plan. No grievance may be filed related to the shift change agreed to in this paragraph.
- b. It is understood that any such shift change plan shall address the working conditions for affected Employees that would be different from what is found in the Master Agreement.
- c. For affected Employees, while any such shift change plan is in place, the working conditions in the Master Agreement which vary from the working conditions found in the shift change plan shall be placed in abeyance. The working conditions in the shift change plan are binding on the parties and alleged violations of those working conditions may be resolved through the grievance process in the Master Agreement. No grievance may be filed on the basis that a working condition, found in an agreed to shift change plan, is different than a working condition found in the Master Agreement.
- d. Meetings can be held from time to time to make adjustments to the plan.
- e. Cafeteria, Attendant and Hostess employees are excluded from this agreement.

4. Emergency Shift Changes

It is understood that, in the event of a major emergency, such as an energy crisis, all contractual reference to working days, hours, etc. shall have to be adjusted to effectively cope with the emergency. Such adjustments are deemed to be a proper matter for the Conference Committee.

C. **Clean-up**

All Employees will be allowed adequate time before the end of their regular shift to clean up and change their clothing. "Adequate time" shall be interpreted as a five (5) minute period immediately preceding expiration of the shift.

D. **Weekend Trucking**

Trucking within the system that is to be accomplished on weekends will be assigned to Employees unless the work is contracted or done by volunteers. Weekend surveillance will be the duty of the Employer.

**ARTICLE XVII
Overtime**

A. **General Conditions**

1. Any time worked over an eight (8) hour shift shall be paid at the rate of time and one-half.
2. Any time worked over forty (40) hours per week shall be paid at the rate of time and one-half.
3. Time worked on Saturday shall be paid at the rate of time and one-half, except where otherwise provided for by this contract.
4. Double time shall be paid for time worked on Sundays, except where otherwise provided for by this contract. If notified, in time, by the District, that snow plowing is to be performed on a Monday a.m., Employees plowing snow, may choose to perform the plowing for his/her route on Sunday instead of Monday a.m. at the rate of time and one-half or choose compensatory time off per Section B., Subsection 2. of this Article.
5. Time worked on holidays shall be paid at the overtime rate of time and one-half unless otherwise specified in this Agreement. Exceptions shall be days assigned as floating holidays and days that are part of the Employee's assigned work week.

Note of clarification: Any Employee who was absent from work without pay during the work week or is on Step #3 of the District's Sick Leave/Attendance Procedures shall be paid overtime only for actual hours worked over forty (40) per week. Double time and time and a half hours over his/her shift do not apply.

It is understood that overtime is paid only once. Example: When an Employee works over an eight (8) hour shift the Employee is paid as per item one or two above but in no case both.

This note applies to all overtime situations.

B. Overtime During Emergencies

1. When the Board determines that overtime is necessary on an emergency or call-in basis the District has the right to assign the least senior person(s) in the affected Department if it can not locate volunteers.
2. Employees, such as emergency snow removal crew members, required to work other than their shift hours may be granted compensatory time at such times and in such blocks as are mutually agreed upon between the Employee and the Director or Assistant Director of Facilities. Compensatory time off shall be granted in blocks of eight (8) hours, or less if agreed between the Employee and the supervisor. Comp time will replace the Employee's regular shift time. Compensatory time off will be arranged for snow removal crew members and other Employees who work during their regular shift hours and other maintenance and operating Employees are not required to work their regular shift hours assignment. To the extent possible, the compensatory time off shall be scheduled and completed during the pay period it was earned. This paragraph applies to weather emergencies only.

C. Reporting for Overtime

The minimal time paid for a call-in is two hours at time and one-half pay if the actual time worked is less than two hours. If between two hours and four hours of actual work is performed, the pay will be four hours at time and one-half. Time over four hours shall be paid for the actual time worked.

D. Assignment of Overtime Due to Operation Absences

If overtime is deemed necessary by the Board it shall be granted from the following sources and in the following order: in-building personnel, and then the General Overtime List. Operation vacancies are first filled from the supply list and then by step-supply Employees on a regular pay basis rather than on an overtime pay basis.

E. **Equalization of Overtime Hours or Extra Hours Within One Work Site**

1. If overtime hours become available, they shall be divided as equally as possible among Employees working within the same building or department.
2. An up-to-date list showing overtime hours shall be posted within the building or department and shall be made available to those Employees working within that building or department upon request.
3. Overtime lists shall be kept by the Building Engineer, Department Head, and Cafeteria Manager.
4. When overtime is required, the person with the least number of overtime hours shall be asked first by the Building Engineer, Department Head or Cafeteria Manager in an attempt to equalize overtime hours.

For the purpose of this clause, overtime not worked because the Employee did not choose to work, shall be charged against such Employee as if the Employee performed the overtime.

F. **Equalization of General Overtime**

1. Maintenance and Operating Employees: Every Employee within the Maintenance and Operating Division will have the opportunity to have his/her name placed on the "General Overtime List" by filing his/her name with the Office of the Director of Facilities by June 30th and December 31st of each year. The Director of Facilities shall send out forms prior to each of these dates.
 - a. If overtime work becomes available for Maintenance and Operating personnel and no Employee in the department or building where the overtime opportunity exists wishes to, or is able to work, the overtime hours shall be made available by seniority, to those who have indicated a desire to work overtime and shall be divided as equally as possible among the personnel on the General Overtime List.
 - b. If an operating Employee in a two-man building is off for an extended period, on vacation or sick, and the supply list is exhausted, the person on the General Overtime List shall be allowed to work no more than three (3) consecutive days. He/she shall then be by-passed for General Overtime until the General Overtime is equalized among the rest of the Employees on the list.
 - c. The General Overtime Lists shall be current, compiled and a copy shall be placed on each Association Bulletin Board throughout the system January 1st and July 1st of each year.

- d. An up-to-date record will be kept by the Office of the Director of Facilities of the hours worked by all persons on the "General Overtime List" with a copy posted on the Association Bulletin Board in the Maintenance Department.
- e. Refusal of General Overtime on the part of an Employee will result in crediting the Employee with the hours refused just as if he had worked the hours. If the Employee cannot be contacted, this will not be considered a refusal and he/she shall have the opportunity for the next overtime that is available. If management calls an Employee on the General Overtime List and the Employee is unavailable for five (5) times in a six (6) month period his name shall be removed from the General Overtime List. If management does not hear from the Employee they are attempting to contact for General Overtime within ten (10) minutes after making the call, they shall mark said Employee unavailable and proceed to the next Employee on the list. Three (3) refusals of General Overtime shall result by the Employee's name being removed from the current General Overtime List.

2. Catering Work for Cafeteria and Hostess Employees.

When catering becomes available, the preparation and transportation of the food and/or supplies to another site, if necessary, shall be offered to the Cafeteria Division Employees at the site where the food preparation takes place. The Cafeteria and/or Hostess Division Employees at the site where the catering is to be performed shall be offered the work of serving, cleaning-up, and transporting food and/or supplies to the preparation site, and may be asked to perform other responsibilities that may be necessary, as deemed by the Director of Food Services, or his/her designee. If the Cafeteria and/or Hostess Division Employee refuses to work at the site where the catering is being performed, (i.e. refused by building Employees), the work shall be offered to those Cafeteria Division Employees who have signed up for the General Extra Hours List. Cafeteria Division Employees will have the opportunity to have his/her name placed on such list by filing his/her name with the Director of Food Services by September 1st and January 1st each school year. The General Extra Hours List shall be compiled by the Director of Food Services and sent to the Cafeteria Division managers by October 1 and February 1 each school year.

The Director of Food Services, or his/her designee, shall maintain a record of the number of hours worked by those Cafeteria Employees on the General Extra Hours List. Cafeteria Division Employees on the General Extra Hours List will be asked to work in order of seniority. The number of General Extra Hours will be kept equal by seniority to the most reasonable extent possible within a year's (school year) period of time.

Refusal of working available General Extra Hours will result in charging that Employee with the hours refused as if he/she had worked the hours. Three (3) refusals of General Extra Hours shall result in that Employee's name being removed

from the General Extra Hours List. Being unavailable to work shall be considered the same as a refusal.

For purposes of this section, overtime shall be paid for those hours worked over 40 hours/week.

ARTICLE XVIII
Lunch and Break Periods
(Excludes Hostess Division Employees)

A. Maintenance and Operating Lunch Periods

1. Maintenance Employees not assigned to a building have a regular shift of eight and one-half (8 ½) hours which includes an unpaid duty free thirty (30) minute lunch period, at which time they are not subject to call.
2. Maintenance and Operating personnel assigned to a building and working eight (8) hours or more per shift, shall have a lunch period of twenty (20) minutes in length. These Employees are subject to call during the twenty (20) minute period.
3. Maintenance and Operating Employees continuing their shift on an overtime basis for at least four (4) hours shall be allowed an additional thirty (30) minute paid break to secure a meal.

B. Maintenance and Operating Break Periods

Maintenance and Operating Employees may take a break period of fifteen (15) minutes in the first half of their regular shift and a break period of fifteen (15) minutes in the second half of their regular shift, provided the regular shift is eight (8) hours or more. Break periods are not to interfere with work of an emergency nature and it is understood that Employees are "on call" during such periods.

C. Cafeteria and Attendant Lunch and Break Periods

1. Employees working less than four (4) hours will receive no break periods and no lunch periods.
2. Employees working four (4) hours but less than six (6) hours will receive fifteen (15) minutes for a break period. Employees working more than a five (5) hour shift may take a fifteen (15) minute lunch period while remaining on duty.
3. Employees working six (6) hours but less than seven (7) hours will receive a total twenty (20) minutes for a break period(s). These Employees are entitled to a twenty (20) minute lunch period while remaining on duty.

4. Employees working seven (7) or more hours will receive a total of thirty (30) minutes for two break periods of fifteen (15) minutes in length. These Employees will receive a twenty (20) minute lunch period while remaining on duty.
5. Break periods are not to interfere with work of an emergency nature and it is understood that Employees are "on call" during such periods.
6. Both parties agree that work schedules and production may interfere with break periods from time to time. Employees are encouraged to take their breaks on a regular basis when practical.

ARTICLE XIX

Holidays

(Excludes Hostess Division Employees)

- A. An Employee whose regular work schedule includes any or all of the following days shall receive a holiday with regular pay for the following:

Independence Day
Labor Day
Thanksgiving Day and the day following
Five days at Winter Break*
Two days at New Years*
Good Friday
Memorial Day

*Three of these days are to be floating holidays which Operation and Maintenance Employees may schedule at other times during the year. Such days must be mutually scheduled with the Director of Facilities on the same basis as scheduling vacation time.

Any of the above dates that fall on a day that teachers and students are in session will be transferred to a date the teachers and students are not in session. It is mutually agreed the total number of paid holidays will not be affected by any change of a paid Holiday to another day.

- B. An Employee will not receive Holiday pay for the designated Holiday, if he/she does not receive pay for the scheduled work day preceding the Holiday, and the scheduled work day following the Holiday.
- C. When a Holiday is observed by the Employer within an Employee's scheduled vacation, the Holiday will not be considered as a vacation day.
- D. When a Holiday is observed by the Employer while an Employee is on approved paid leave, the Holiday will not be charged against the Employee's accumulated sick leave.

- E. An eligible Employee shall receive holiday pay for the number of hours the Employee is normally scheduled to work per day.

ARTICLE XX
Vacation Eligibility
(Excludes Hostess Division Employees)

A. Maintenance and Operating Employees

1. A Maintenance and Operating Employee shall earn credit towards vacation with pay in accordance with the following schedule:
 - a. An Employee who has been employed less than one (1) full year shall be allowed five-sixths (5/6) of one working day for each full calendar month of employment prior to July 1st of the first fiscal year worked.
 - b. An Employee having seniority from one (1) through six (6) years shall be allowed ten (10) days of paid vacation.
 - c. An Employee having seniority from over six (6) through twelve (12) years shall be allowed fifteen (15) days of paid vacation.
 - d. An Employee having seniority over twelve (12) years shall be allowed twenty (20) days of paid vacation.
 - e. Maintenance and Operating Employees who normally work less than twelve (12) months, less than eight (8) hours per day or less than forty (40) hours per week shall be entitled to paid vacation days on a pro-rated basis that is in proportion to time worked and years of service.
2. **Vacation Eligibility**
 - a. Employees who pass their first (1st), sixth (6th) or twelfth (12th) year of seniority between July 1st and November 30th of any year shall be eligible for the number of vacation days for the school year just completed.
 - b. Vacation days earned for any fiscal year may be granted no earlier than June 15th.
3. **Scheduling of Vacation Days**
 - a. Vacation days shall be arranged through the Office of the Director of Facilities. Vacation requests must be received a minimum of one (1) week in advance if the request is for more than one (1) day. Requests for one (1) vacation day must be made a minimum of two (2) days in advance. The Board

reserves the right to waive the above advance notice requirement.

- b. Vacation days will be granted at such times during the year as are suitable to both the Employee's request(s) and the efficient operation of the department affected.
- c. If a conflict arises as a result of more than one vacation request being submitted, vacation days shall be granted according to the order in which the requests were received.

If requests are received for the same vacation period on the same day, approval will be based on seniority.

- d. Vacation periods will be approved in periods of single or consecutive days. Vacations may be split into one or more weeks or periods. The minimum vacation period shall be one (1) day; in other words, no half-day vacation requests will be approved except for extraordinary circumstances. Denial of vacation requests for less than one (1) day is not subject to the grievance procedure.
- e. Up to five (5) vacation days may be held over and applied to following year's vacation period, provided that the Employee indicates his/her intention to do so to the Director of Facilities.
- f. Paid vacation days shall not coincide with regular working days, such that an Employee would receive compensation for both at the same time.
- g. Vacation periods during holidays (see Article XIX – Holidays).
- h. "It is mutually agreed that the Employer maintains the right to hire temporary employees."

4. **Vacation-Pay Advance**

- a. Employees entitled to ten (10) or more days of vacation may receive an advance for approximately the same amount as his/her next regular paycheck. A written request must be received by the Business Office at least 15 days prior to the first day of vacation. Advances for vacation pay will not be allowed during the last week in June.
- b. Employees who resign and give ten (10) work days notice shall receive his/her unused vacation days. In case of Employee death, unused vacation days shall be paid to his/her beneficiary.
- c. Employees shall be paid their current rate of pay while on vacation and will receive all benefits provided for in this agreement, during such time.

- d. Employees who retire will be expected to date his/her retirement such that he/she has used all vacation days prior to the effective date of the retirement.

B. Cafeteria Division Employees and Attendants - Paid Leave in Lieu of Vacation

1. Employees will not earn paid in lieu of vacation days in one year for payment in the following year.

Employees who work less than twelve (12) months, and have completed one (1) full year of employment with the Employer, shall be eligible for paid leave in lieu of vacation days.

- a. Employees hired prior to July 1, 1997, shall receive the same number of paid leave in lieu of vacation days that he/she received in December 1996, and shall continue to be paid that number of days until such time that the Employee becomes eligible for a greater number of days based on the following schedule:

Number of Years Seniority	Number of Paid Leave in Lieu of Vacation Days Eligible for
1-3	2
4	3
5	4
6	5
7-8	6
9-10	7
11-12	8
13-14	9
15-16	10
17-18	11
19-20	12
21-22	13
23-24	14
25 or more years	15

- b. Employees hired after July 1, 1997, shall receive paid leave in lieu of vacation based on the schedule indicated above in sub-paragraph "a".
- c. Employees eligible for paid leave in lieu of vacation shall receive half (1/2) of his/her paid days prior to November 30th and half (1/2) prior to January 30th.
- d. Employees eligible to receive a greater number of paid in lieu of vacation days in December of 1998, based on the 1990-95 Agreement "schedule", shall receive two additional paid leave in lieu of vacation days and shall continue to

receive that number of days until eligible for a greater number of days, based on the schedule in "a" above.

2. Twelve (12) month Cafeteria Division Employees at the Outdoor Education Center shall be eligible for paid vacation days per Section A., Subsection 1. of this Article.
 - a. Twelve (12) month Employees eligible for more than five (5) days of paid vacation may be asked to take the remainder of their vacation days when there are no activities scheduled at the Outdoor Education Center.
 - b. Vacation pay shall be received in the pay period in which the vacation days are taken.
3. Employees normally employed less than an eight (8) hours per day or forty (40) hours week will receive compensation in lieu of vacation days on a pro-rated basis in proportion to time worked and years of service.
4. Employees will not receive compensation in lieu of paid vacation days at the time of retirement, because he/she has not earned days in one year for the subsequent year.

ARTICLE XXI

Insurance

(Excludes Hostess Division Employees)

A. Hospitalization-Medical Coverage for Eligible Employees:

1. The Board agrees to continue to provide the insurance coverage plan that is in place at the time of contract ratification and as modified within this Article. The coverage is comparable to Blue Cross and Blue Shield MVF2 Master Medical with a prescription drug rider. It is a partially self-funded, dual coverage, comprehensive major medical benefits plan. The coverage is available to eligible employees who are not covered by another Employer sponsored health insurance plan.
2. The Employer and Union may seek competitive bids on coverage provided in A. 1. above inclusive of the changes to be made in the drug card and the deductible. Effective January 1, 1998 the drug card shall be a \$5.00 card. The deductible shall be increased to \$100 per person and \$200 per family effective July 1, 1998. The parties agree to incorporate cost containment provisions in the plan as long as the provisions do not change the coverage, i.e., second surgical opinion. The parties agree to seek bids for the second and third years of this three year agreement should the Association or the Board request such action. The parties agree to seek bids from Blue Cross/Blue Shield, MEBS (Michigan Employee Benefits Services, Inc.) and any other insurance carrier acceptable to both parties. The parties agree the Employer will award the insurance contract to the lowest bidding

insurance carrier who meets the specifications listed in this section. The coverage is to be effective July 1 of each contract year.

B. Dental Insurance for Eligible Employees:

Currently the coverage is an employer self-funded plan comparable to SET 126-001. The parties agree to submit the dental coverage to the same bidding procedure described in A.2 of this Article. When reviewing bids, continuation of a self-funded plan is an option to a dental insurance carrier plan provided it affords equal coverage and at a lesser cost.

C. Proration of Benefits

1. Maintenance and Operating Employees hired after September 30, 1990 working 20 or more hours per week, but less than 35 hours per week, will have the option of selecting health insurance and/or dental insurance on a prorated basis. The Employer's portion of the premium will be based on the formula:

Hours worked per week/35 hours, multiplied by annual insurance premium = Employer's annual portion.

The Employee will pay the difference between annual premium and Employer's portion of the premium. The Employee's portion will be made through payroll deduction.

2. a. Cafeteria and Attendant Employees hired after September 30, 1990 but before January 1, 1998 who work 20 or more hours per week, but less than 35 hours per week, will have the option of selecting health insurance and/or dental insurance on a prorated basis. The Employer's portion of the premium will be based on the formula:

Hours worked per week/35 hours, multiplied by annual insurance premium = Employer's annual portion.

The Employee will pay the difference between annual premium and Employer's portion of the premium. The Employee's portion will be made through payroll deduction.

- b. Cafeteria and Attendant Employees hired after January 1, 1998 and working less than five and one-half (5 ½) hours per day shall not be entitled to receive health insurance benefits. Those Employees working twenty-seven and one-half (27 ½) or more hours per week, but less than 35 hours per week, will have the option of selecting health insurance and/or dental insurance on a prorated basis. The Employer's portion of the premium will be based on the formula:

Hours worked per week/35 hours, multiplied by annual insurance premium = Employer's annual portion.

The Employee will pay the difference between annual premium and Employer's portion of the premium. The Employee's portion will be made through payroll deduction.

D. Life Insurance and Worker's Compensation:

1. A group life insurance policy will be furnished each eligible Employee with the face value, 100% of the Employee's salary, with a minimum of \$3,000.00, the premium to be paid by the Employer. The Policy provides double benefits in case of accidental death and triple benefits in case of death while a passenger on a commercial carrier. At time of retirement or resignation, the Employee may convert this group life insurance policy to any standard policy written by the insurance company for the age bracket involved at regular premium rates to be paid by the Employee. The Employee must take a physical examination; if insurable, there is no cost to the Employer, or Employee, for conversion. If uninsurable the Employer pays the conversion cost of \$65.00.
2. Any Employee who is injured while in the line of duty shall report the accident to his principal, or supervisor, immediately. The principal, or supervisor, will report the accident to the Personnel Department. The Personnel Department will notify the insurance company that carries the Worker's Compensation policy, which covers medical, hospital and surgical benefits as prescribed by law.

E. It shall be the responsibility of the Employee to inform the Employer of any changes in his status that may affect his insurance status.

F. Insurance coverage shall be for the full calendar year, except the Employee who leaves the employment of the Employer for reasons other than retirement.

G. Tax Deferred Annuities: The Employer will sponsor a plan of Tax Deferred Annuities with the Employee paying the full cost over and above overhead of operation.

**ARTICLE XXII
Drug/Alcohol Testing**

1. Introduction: Due to the nature of bargaining unit work, if an Employee is under the influence of a drug or alcohol on the job, a serious safety risk is created for students and staff. An Employee's possession, use or sale of an illegal drug or alcohol in the work place poses unacceptable risks for safe, healthful and efficient operations. Except as otherwise provided in this Article, an Employee possessing, using, selling or being under the influence of an illegal drug or alcohol or misusing legal drugs in the work place constitutes grounds for immediate discharge.

2. Possession, sale, or distribution of alcohol or a drug: Except as otherwise provided in this Article, the possession, sale or distribution by an Employee of alcohol or a drug during a work period shall constitute cause for discharge of the Employee. The actual consumption or ingestion of alcohol or a drug by an Employee during a work period shall constitute cause for the discharge of the Employee, irrespective of whether the Employer elects to test the Employee in accordance with this Article.
3. Positive test result for alcohol or drugs: Except as otherwise provided in this Article, a positive test result from a test administered as provided in this Article shall constitute cause for the discharge of the Employee who provided the specimen. If an Employee is taking a prescription medication in conformity with the lawful direction of the prescribing physician, or a non-prescription medication in conformity with the manufacturer's specified dosage, and the Employee has notified the appropriate Director on a form to be provided by the Employer of the use of the prescription or non-prescription medication before any laboratory test is performed on the requested urine and/or blood specimen, a positive test result consistent with the ingredients of such medication shall not constitute cause for discharge. The Employer may require an Employee to provide evidence that prescription medication has been lawfully prescribed by a physician for the Employee.
4. Tampering with or substitution of a specimen: Intentionally tampering with, causing another person to tamper with, substituting for, or causing another person to substitute for a urine and/or blood specimen, whether the Employee's own specimen or another Employee's specimen, shall constitute cause for the discharge of the Employee who engages in such activity.
5. Conditions for drug testing:
 - a. Refusal to provide a blood or urine specimen: An Employee's refusal to provide a urine and/or blood specimen for laboratory testing, when requested by the Employer in accordance with the provisions of the Article, will constitute cause for discharge of the Employee. An Employee's physical inability to provide a urine specimen shall not be considered to be a refusal to provide the specimen. If an Employee is physically unable to provide a urine specimen when requested by the Employer, the Employer may request a blood specimen for laboratory testing.
 - b. Reasonable suspicion: The Employer may require an Employee to supply a blood or urine sample for testing if the Employer has a reasonable suspicion that:
 - (a) an Employee has alcohol or a drug present in his/her body during a work period; or
 - (b) that an Employee was in possession of, sold or distributed alcohol or a drug during a work period.
 - c. Post accident and near miss incident testing: The Employer may require an Employee to supply a blood or urine sample for testing if the Employee is involved in an accident or a near miss incident during a work period.

- d. Medical exams: The Employer may require an Employee to supply a blood or urine sample for testing during any medical examination to determine the entitlement to workers' compensation benefits, disability benefits or return to work from a leave of absence.
6. Employee Assistance Plan: The Board's Employer Assistance Plan (EAP) or no charge community resource/support services available to the Board will be made available to Employees who are experiencing drug and/or alcohol related problems provided they meet the program's eligibility requirements.

An Employee's involvement will be completely voluntary and will be designed for the Employee's rehabilitation. Records of such treatment will be considered confidential.

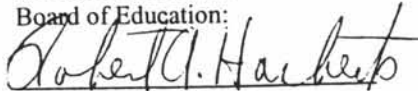
Employees are encouraged to utilize the service before a drug and/or alcohol problem causes a job jeopardy situation.

The Board and the Union will work in cooperation with the EAP to provide a drug test awareness program.

ARTICLE XXIV Duration

This Agreement shall be effective as of the 1st day of July, 1997 and shall continue in full force and effect through the 30th day of June, 2000.

For the Battle Creek
Board of Education:

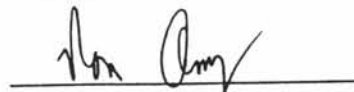


Robert A. Harberts
Associate Superintendent
and Spokesperson

Battle Creek Educational Support Association
MEA/NEA:



Jerry Sweet
BCESPA President



Ron Amy
MEA Uniserv Director

APPENDIX A
Classifications and Rates
Maintenance, Operating, Cafeteria, Hostess and Attendants

Salary Schedule
1997-98

<u>Position</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>
<u>ATTENDANT DIVISION</u>			
Attendant		\$10.70	\$11.10
<u>OPERATIONS DIVISION</u>			
Custodian, First Shift	\$12.28	\$12.93	\$13.58
Custodian, Second Shift	\$12.48	\$13.13	\$13.78
Fireman	\$13.13	\$13.78	\$14.43
Extra Duty Fireman	\$13.52	\$14.17	\$14.82
Engineer	\$13.63	\$14.28	\$14.93
Extra Duty Engineer	\$14.49	\$15.14	\$15.79
Stage Manager	\$14.16	\$14.81	\$15.46
<u>MAINTENANCE DIVISION</u>			
Department Head		\$16.29	\$17.11
Maintenance I	\$15.03	\$15.68	\$16.33
Maintenance II	\$13.42	\$14.07	\$14.72
Maintenance III	\$12.66	\$13.31	\$13.96
Mechanical Engineer	\$15.03	\$15.68	\$16.33
<u>CAFETERIA DIVISION</u>			
Cook	\$8.26	\$8.91	\$9.56
Assistant Manager	\$9.03	\$9.68	\$10.33
Manager	\$9.83	\$10.48	\$11.13
Extra Duty Manager	\$10.24	\$10.89	\$11.54
Any employee, new to the Cafeteria Division (hired or transferred) on or after January 5, 1998 will have available to him/her steps one and two only.			
<u>HOSTESS DIVISION</u>			
Hostess			\$7.08
Lead Hostess			\$7.15

**Salary Schedule
1998-99**

<u>Position</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>
<u>ATTENDANT DIVISION</u>			
Attendant		\$10.94	\$11.34
<u>OPERATIONS DIVISION</u>			
Custodian, First Shift	\$12.55	\$13.21	\$13.88
Custodian, Second Shift	\$12.75	\$13.42	\$14.08
Fireman	\$13.42	\$14.08	\$14.75
Extra Duty Fireman	\$13.82	\$14.48	\$15.15
Engineer	\$13.93	\$14.59	\$15.26
Extra Duty Engineer	\$14.81	\$15.47	\$16.14
Stage Manager	\$14.47	\$15.14	\$15.80
<u>MAINTENANCE DIVISION</u>			
Department Head		\$16.65	\$17.49
Maintenance I	\$15.36	\$16.02	\$16.69
Maintenance II	\$13.72	\$14.38	\$15.04
Maintenance III	\$12.94	\$13.60	\$14.27
Mechanical Engineer	\$15.36	\$16.02	\$16.69
<u>CAFETERIA DIVISION</u>			
Cook	\$8.44	\$9.11	\$9.77
Assistant Manager	\$9.23	\$9.89	\$10.56
Manager	\$10.05	\$10.71	\$11.37
Extra Duty Manager	\$10.47	\$11.13	\$11.79

Any employee, new to the Cafeteria Division (hired or transferred) on or after January 5, 1998 will have available to him/her steps one and two only.

HOSTESS DIVISION

Hostess			\$7.24
Lead Hostess			\$7.31

**Salary Schedule
1999-2000**

<u>Position</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>
<u>ATTENDANT DIVISION</u>			
Attendant		\$11.18	\$11.59
<u>OPERATIONS DIVISION</u>			
Custodian, First Shift	\$12.83	\$13.50	\$14.19
Custodian, Second Shift	\$13.03	\$13.72	\$14.39
Fireman	\$13.72	\$14.39	\$15.07
Extra Duty Fireman	\$14.12	\$14.80	\$15.48
Engineer	\$14.24	\$14.91	\$15.60
Extra Duty Engineer	\$15.14	\$15.81	\$16.50
Stage Manager	\$14.79	\$15.47	\$16.15
<u>MAINTENANCE DIVISION</u>			
Department Head		\$17.02	\$17.87
Maintenance I	\$15.70	\$16.37	\$17.06
Maintenance II	\$14.02	\$14.70	\$15.37
Maintenance III	\$13.22	\$13.90	\$14.58
Mechanical Engineer	\$15.70	\$16.37	\$17.06
<u>CAFETERIA DIVISION</u>			
Cook	\$8.63	\$9.31	\$9.98
Assistant Manager	\$9.43	\$10.11	\$10.79
Manager	\$10.27	\$10.95	\$11.62
Extra Duty Manager	\$10.70	\$11.37	\$12.05

Any employee, new to the Cafeteria Division (hired or transferred) on or after January 5, 1998 will have available to him/her steps one and two only.

HOSTESS DIVISION

Hostess			\$7.40
Lead Hostess			\$7.47

A. Uniform Reimbursement for Cafeteria Division Employees

1. Cafeteria Employees working two (2) but less than four (4) hours per day will receive up to forty dollars (\$40) per year.
2. Cafeteria Employees working four (4) or more hours per day will receive up to eighty dollars (\$80) per year.

Receipts must be submitted to the Food Service Director in order to receive reimbursement.

The District will meet with a committee of Cafeteria Employees to discuss a standardized uniform policy. The District will make the decision regarding the standardized uniform policy.

B. Summer Employment

Temporary Employees hired for summer employment may be established with a rate of pay at a minimum of Step #4 of the Step-Supply wages.

It is agreed that ten (10) month attendant, hostess and cafeteria personnel shall be eligible to apply. No employment benefits, i.e. vacation, sick leave, etc. will be granted during summer employment.

C. Mileage Reimbursement

An Employee may be required to use his/her personal vehicle in emergency situations to transport personnel and supplies during working hours. The District will reimburse the Employee at the rate of twenty-five cents (\$.25) per mile.

APPENDIX B
Twelve (12) Month Cafeteria Employees

(Excludes All Other Cafeteria Division Employees and All Employees of Other Divisions)

It is mutually agreed that twelve (12) month Cafeteria Employees shall be covered under the language covering Maintenance and Operating Personnel for Vacation Eligibility, Article XX, Section A of the Agreement.

It is mutually agreed that Cafeteria Employees with more than five (5) working days vacation eligibility may be requested to take the remainder of their vacation time when there are no scheduled activities at the Outdoor Education Center.

Vacation pay shall be received in the pay period in which vacation days are taken.

APPENDIX C
Operating Employee Step-Supply Program
For Informational Purposes Only

The parties agree that an Operations training program named Step-Supply Program shall be established with wages, benefits and training requirements as detailed in the attached Step-Supply Program outline. It is the intent of the parties that this training program shall be the sole avenue of entry into the Operations Division. In addition, the parties agree to the following regarding the Step-Supply Program:

1. The Step-Supply Program takes a minimum of two (2) years to complete unless the program participant enters the program higher than Step 1 as reflected in the attached outline.
2. If an Employee finishes the Step-Supply Program, without successfully bidding into a position outside the program, he/she shall receive step 4 wages.
3. The District may temporarily place Step-Supply Employees into Operations positions not filled through the bidding process, during the first twelve (12) months of the Step-Supply Program. During the first twelve (12) months of the Step-Supply Program, a Step-Supply Employee who is placed into a position outside the program shall have his/her wage increased by \$1.00 per hour over his/her pre-position wage.
4. Starting with the second year of the Step-Supply Program, a Step-Supply Employee who successfully bids into a position outside the program shall have his/her wage increased by \$1.00 per hour over his/her pre-position wage until he/she successfully completes the one hundred thirty-five (135) working day probation period. If a Step-Supply Employee successfully completes his/her probation period he/she shall be placed on Step 1 of the appropriate wage rate per the Master Agreement.
5. A Step-Supply Program Employee shall become a member of the bargaining unit the first day of work in a position he/she is awarded through the bid process.
6. It is understood that all program participants shall be required to successfully complete all aspects of the program including on the job training and related experiences. Failure to successfully complete all aspects of the Step-Supply Program shall constitute just cause for termination.
7. Current bargaining unit members in classifications other than Custodial/Maintenance who's qualifications and general ability are in the judgment of the Employer equal to or superior to those qualifications and general ability of applicants outside the bargaining unit shall be given preference for positions in the Step-Supply Program. It is understood that the Employer has the sole authority to determine which candidate(s) is hired into the Step-Supply program. A current bargaining unit member hired into the Step-Supply Program may return to his/her previous job for up to sixty (60) working days if he/she so

desires or if the District determines that he/she is not progressing satisfactorily through the Step-Supply Program.

8. The Step-Supply Program shall normally allow forty (40) hours of work per week but forty hours of work per week is not guaranteed.
9. The current letter of agreement between the parties regarding substitutes shall be placed in abeyance while this letter of agreement is operational.
10. There may be up to ten (10) Step-Supply Program Employees employed at any one time. This number is not to include those Step-Supply Employees who have bid into a vacancy and have become a member of the bargaining unit.

**BATTLE CREEK PUBLIC SCHOOLS
STEP-SUPPLY PROGRAM
OUTLINE**

The District shall inform the Association of any subsequent changes to the training requirements as outlined below.

STEP 1 -

A minimum of six months where on the job training in chemicals in the work place, asbestos awareness, blood borne pathogens, basic custodial skills, back safety and custodial equipment must be successfully completed. Having completed the above requirements, and following a satisfactory evaluation, the employee may advance to the next step.

Wage	\$7.00
Sick Leave	0 days
Vacation	0 days
Insurance - (hired from outside Bargaining Unit)	None
Health and Dental	
Bid Rights	Yes
Holiday pay	No

Step 2 -

A minimum of six months where on the job training in sexual harassment awareness, introduction to boilers, introduction to and overview of plumbing, general equipment safety and combining and maintenance of lockers must be successfully completed. Having completed the above requirements, and following a satisfactory evaluation, the employee may advance to the next step.

Wage	\$7.50
Sick Leave	0 days
Vacation	0 days
Insurance - (hired from outside Bargaining Unit)	100% of single subscriber plan paid by employee.
Health and Dental	
Insurance - (from inside Bargaining Unit)	100% of single subscriber plan paid by employee.
Health and Dental	
Bid Rights	Yes
Holiday Pay	No

Step 3 -

A minimum of six months where on the job training in electrical work on a introductory basis, lawn and landscape care, painting, graffiti removal and preventative maintenance of mechanical systems must be successfully completed. Having completed the above requirements, and following a satisfactory evaluation, the employee may advance to the next step.

Wage	\$8.00
Sick Leave	4 days - per year
Vacation	5 days - per year
Insurance - (hired from outside Bargaining Unit)	50% of single subscriber plan
Health and Dental	paid by employer. Remainder paid by employee.
Insurance - (from inside Bargaining Unit)	50% of single subscriber plan
Health and Dental	paid by employer. Remainder paid by employee.
Bid Rights	Yes
Holiday Pay	Yes

Step 4 -

A minimum of six months where on the job training in door and window hardware repair, swimming pool operation and maintenance, hand tool safety, minor carpentry repairs, and Class IV Boiler Operator's License must be successfully completed. Having completed the above requirements, and following a satisfactory evaluation, the employee may continue in the program.

Wage	\$8.50
Sick Leave	4 days - per year
Vacation	5 days - per year
Insurance - (hired from outside Bargaining Unit)	Employee only health plan provided
Health and Dental	by Employer. Remainder paid by employees.
Insurance - (from inside Bargaining Unit)	Employee only health plan provided
Health and Dental	by Employer. Remainder paid by employee.
Bid Rights	Yes
Holiday Pay	Yes

Note: An employee is not eligible for the above mentioned health and dental protection if he/she is eligible for other group medical coverage through another Employer or through the Employer of his/her spouse.

APPENDIX D
Protective Clothing

If any Employee is required to wear protective clothing, or any type of protective device as a condition of employment, the Employer shall furnish such protective clothing, or protective device to the Employee. The cost of maintaining the protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the Employer. The Employer shall decide at its sole discretion which articles of clothing and/or protective devices it shall provide under this language.

APPENDIX E

Retirement

(Excludes Hostess Division Employees)

- A. The Employee must have been employed by the Battle Creek Schools, including any school district i.e., (Springfield Public Schools) that merges with the Battle Creek School District, for ten (10) years (including Board approved leaves of absence) to be eligible for Battle Creek retirement benefits.
- B. Eligible Employees are to receive a lump sum payment for up to ninety (90) days of accumulated sick leave in either July or December following the Employee's retirement.
- C. In case of death before retirement, the regular refund is to be paid to the beneficiary designated by each person. If further detailed information is required, inquire at the Business Office, Second Floor, Willard Library Building.

LETTER OF AGREEMENT
Between
BATTLE CREEK PUBLIC SCHOOLS
And
BATTLE CREEK EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/MEA-NEA

The parties agree to pay the following retroactive pay after ratification by both parties.

1. All hourly rates for the fiscal year starting July 1, 1995 and ending June 30, 1996 shall be increased by 1.5% over the hourly rates paid during the 1994-95 fiscal year.
2. All hourly rates computed for the 1995-96 fiscal year in #1 above shall increase by 1.0% to compute the hourly rates for the fiscal year starting July 1, 1996 and ending June 30, 1997.
3. The difference between the rates paid to each Employee during the 1995-96 fiscal year and the 1996-97 fiscal year, for all time worked, and the rates computed above in #1 and #2 shall be paid to each Employee who is a bargaining unit member at the time the new master agreement is ratified by both parties.
4. If it is possible for the business office to do so, the above retroactive pay shall be paid in a separate check on the first pay date after ratification by both parties.

FOR THE BOARD

Robert A. Harbert
8/11/98
Date

FOR THE ASSOCIATION

Jerry Sweet
8/11/98
Date

LETTER OF AGREEMENT
Between
BATTLE CREEK PUBLIC SCHOOLS
And
BATTLE CREEK EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/MEA-NEA

It is a mutual goal of the parties to improve the attendance of the total bargaining unit. To this end work rules have been bargained and/or put into place establishing disciplinary procedures for attendance abuse and many discussions were held about what the parties could do in a cooperative way to improve attendance. Out of these discussions the Association suggested that a change in the way sick days are credited to each bargaining unit members sick leave account may have merit.

The parties agree that starting the month after both parties ratify the Master Agreement but in no case before July 1, 1997, Employees who are eligible to receive sick days shall be advanced the total number of days each Employee would earn during a six (6) month period.

The Board may extend this agreement if a significant improvement in attendance takes place in the bargaining unit during the six (6) month life of this letter of agreement based on improved attendance. The Board will consider extensions of this letter of agreement based on improved attendance.

Robert A. Harbert
FOR THE BOARD

Jerry Sweet
FOR THE ASSOCIATION

8/11/98
DATE

8/11/98
DATE

LETTER OF AGREEMENT
Between
BATTLE CREEK PUBLIC SCHOOLS
And
BATTLE CREEK EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/MEA-NEA

The attendance portion of the Transfer Selection criteria will be amended to exclude the first 15 days of jury duty.

Relating to jury assignments of more than 15 days: Upon request by the employee, the administration will provide the employee with a letter written to the appropriate judge explaining "jury duty" contract language and the employee's desire to not serve on a lengthy jury duty assignment.

Robert P. Harbert
FOR THE BOARD

8/11/98
DATE

Jerry Sweet
FOR THE ASSOCIATION

8/11/98
DATE

SICK LEAVE/ATTENDANCE PROCEDURES
(Employees Qualifying for Sick Leave Days)
Maintenance, Operating, Attendant and Cafeteria Division

Notification Steps:

Step 1 Employees with between ten (10) days and zero (0) days sick leave accumulated will be notified in writing.

Disciplinary Steps: An employee on a disciplinary step shall have his/her seniority placed in abeyance until such time that said employee moves back to Step 1. Having seniority place in abeyance means that although seniority continues to accumulate, it has been set aside and shall be considered as non-existent for contractual language dealing with layoff, recall, bumping, transfers and promotions, but may be used to maintain a position on a lay-off list per Section E of Article X.

Step 2 When an employee who is on Step 1 is absent from work without pay, he/she moves to Step 2. The employee's supervisor will meet with the employee and a letter will be placed in the employee's personnel file.

Step 3 When an employee who is on Step 2 is absent from work without pay, he/she moves to Step 3. The appropriate Director or his/her designee shall meet with the employee. The employee shall be suspended without pay for one (1) day. The employee is encouraged to contact the District's Employee Assistance Program. A letter will be placed in the employee's personnel file.

Step 4 When an employee who is on Step 3 is absent from work without pay, he/she moves to Step 4. The appropriate Director or his/her designee shall meet with the employee. The employee shall be suspended without pay for two (2) days. A letter will be placed in the employee's personnel file.

Step 5 When an employee who is on Step 4 is absent from work without pay, he/she moves to Step 5. The appropriate director or his/her designee shall meet with the employee. The employee shall be suspended without pay for three (3) days. The employee shall be notified that if he/she moves to Step 6, he/she shall be automatically terminated. A letter will be placed in the employee's personnel file.

Step 6 When an employee who is on Step 5 is absent from work without pay, he/she moves to Step 6. The appropriate Director or his/her designee shall meet with the employee. The employee shall be terminated without recourse to the grievance procedure. A termination letter will be placed in the employee's personnel file.

Removal from Disciplinary Steps:

Employees can reverse these disciplinary procedures by working four (4) consecutive months without missing any days of work for any reason that is not Employer approved. Also, assistance will be provided to help employees utilize extended sick leave and/or the sick leave bank, if circumstances warrant.

NOTE:

Employees who are on Steps 3 through 6 (under the former policy) at the time of the ratification of the Master Agreement shall be placed on the appropriate step of the new policy and shall be allowed four (4) months to move to (1) step lower prior to the use of their seniority being limited. If any such employee is successful in moving one (1) step lower after the four (4) months he/she shall not have his/her seniority limited by this procedure as long as he/she continues to move off the disciplinary steps per the above procedure.

PROMOTION / TRANSFER PROCEDURES

For Informational Purposes Only

(Applies to Operations)

The Agreement (contract) states job awards will be based upon seniority, attendance and ability. Equal weight shall be given to each of the categories. At the recent contract negotiations the Board was asked to put together an illustration of how the system works. The fictitious example below will help to illustrate how these factors are evaluated.

SENIORITY (33 points possible)

This is the first category looked at during the award process. Let us assume we have received ten bids on an Extra-Duty Fireman position job posting. Two of those bids are from Step-Supply employees so they are eliminated automatically (they have no seniority). Let us further assume that one of the bidders does not possess a current boiler operators license and is also eliminated for being unqualified. That leaves us with seven qualified bidders from which to choose.

The senior most bidder is then awarded 33 points for seniority. The second seniored employee is awarded 95% of the maximum, or 31.35 points. The third is awarded 90% or 29.70 points. This continues by reducing the seniority points by 5% per seniority ranking.

<u>EMPLOYEE</u>	<u>YRS OF SERVICE</u>	<u>% OF MAX</u>	<u>POINTS</u>
AA	21	100	33.00
BB	19	95	31.35
CC	17	90	29.70
DD	16.9	85	28.05
EE	16.8 (0)*	0	0
FF	10.0	80	26.40
GG	6.0	75	24.75

* NOTE: Bidder EE is awarded zero seniority points. He / she has had his / her seniority placed in abeyance due to placement on the Attendance Policy. See Attendance Policy article.

ATTENDANCE (33 points possible)

The attendance category is divided into four sections. These are: (1) number of days of accumulated sick leave reserve divided by the number of years of service (2) number of days off over the previous two years (3) number of deduct days over the past two years (4) at what step is the bidder on the attendance and absenteeism policy.

(1) Sick leave per year service

EMPLOYEE	ACCUM # SICK DAYS	SENIORITY	DAYS / YR OF SERVICE	RANK	POINTS (10 max.) AWARDED
AA	8	21	0.38	7	4
BB	12	19	0.63	6	5
CC	75	17	4.41	3	8
DD	120	16.9	7.10	2	9
EE	1.5	16.8	0.89	5	6
FF	25	10.0	2.50	4	7
GG	62	6.0	10.3	1	10

(2) Number of days off over previous two (2) years.

The purpose of this section is to give an employee with a poor attendance history an incentive to improve. If over a twenty four month period that employee dedicates himself / herself to coming to work on a regular basis they can be rewarded with significant attendance points that will help offset the low points earned in the previous section. Vacation days and holidays are not counted as absences.

EMPLOYEE	DAYS OFF PER 2 YRS	RANK	POINTS (10 max.)
AA	25	6	5
BB	17	5	6
CC	7	1	10
DD	12	4	7
EE	26	7	4
FF	11	3	8
GG	9	2	9

(3) *Number of deduct days over past two years*

(4) *Step on the Absenteeism and Disciplinary Policy*

These two steps are directed at the serious abuser of the sick leave policy. The great majority of employees will earn the maximum points allowable for these sections.

Section (3) is worth a possible 8 points. For each deduct day (any day for which pay is not received) an employee has accumulated over the past two years one point will be deducted from the 8 points possible.

Section (4) is worth a possible 5 points. For each step of the Policy an employee has advanced a point is deducted from the 5 points possible.

EMPLOYEE	# DEDUCT DAYS	PTS (8)	DISCIPL. STEP	PTS (5)
AA	1	7	1	4
BB	0	8	0	5
CC	0	8	0	5
DD	0	8	0	5
EE	4	4	4	1
FF	0	8	0	5
GG	0	8	0	5

Adding together the points earned for each of the four sections of the attendance category along with the seniority points yields the following subtotal.

EMPLOYEE	SENIORITY	ATTENDANCE	SUBTOTAL	RANK
AA	33.00	20	53.00	6
BB	31.35	24	55.35	4
CC	29.70	31	60.70	1
DD	28.05	29	57.05	2
EE	0	15	15.00	7
FF	26.40	28	54.40	5
GG	24.75	32	56.75	3

ABILITY (34 points possible)

The last of the categories to be scored is ability. These points are determined at the conclusion of the interview process. Those taking part in the interview are typically the Director of Facilities, Assistant Director of Facilities and the building principal or administrator.

Those individuals to be interviewed are chosen from the results of the first two categories scored (seniority and attendance). Typically those three bidders with the top scores will be interviewed. However there are often exceptions to this standard. In the example shown above the difference in scores between bidder BB and GG is 1.4 points. For the sake of this illustration we have chosen to also interview bidder BB.

There are exceptions in the other direction also. If the difference between the top bidder and the third bidder was perhaps six or seven points we would probably not interview the third place bidder reasoning that there is no way the third place bidder can overcome their point deficit through the interview process.

At the end of the interviews the scores of the three interviewers are averaged and added to the subtotal of attendance and seniority. Let's assume those bidders interviewed scored as follows:

EMPLOYEE	SUBTOTAL	ABILITY	TOTAL	
CC	60.70	26.45	<u>87.15</u>	Job Award
DD	57.05	25.66	82.71	
BB	55.35	28.90	84.25	
GG	56.75	27.00	83.75	
FF	54.40			
AA	53.00			
EE	15.00			

The job would be awarded to bidder CC pending agreement to abide by the worksite rules and a satisfactory physical evaluation.

END OF ILLUSTRATION

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