

4455

6/30/2000

AGREEMENT

Between

CENTRAL MONTCALM  
BOARD OF EDUCATION

and

CENTRAL MONTCALM  
EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION

*Central Montcalm Public Schools*

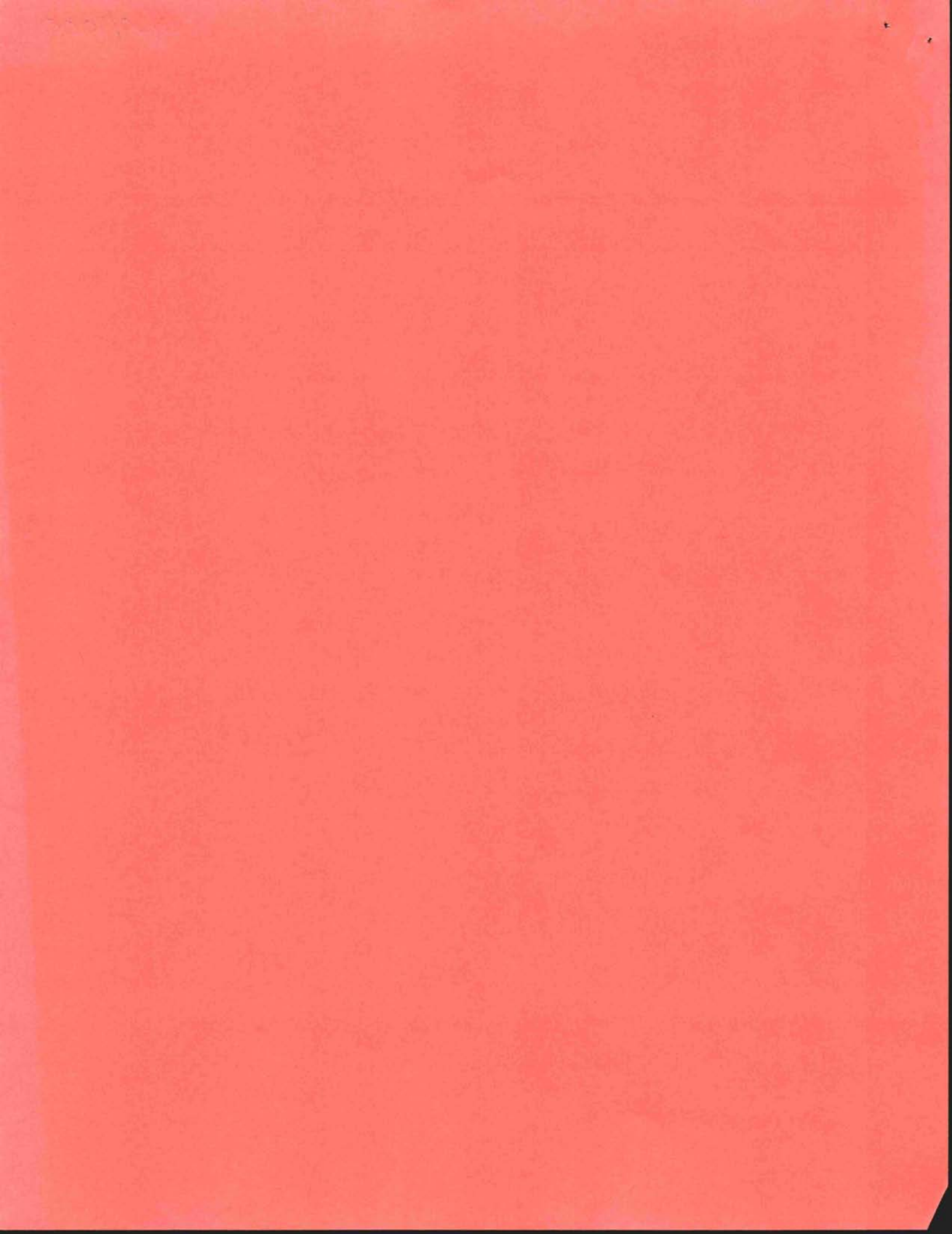


TABLE OF CONTENTS

	<u>Page</u>
Article 1	Agreement ..... 1
Article 2	Recognition
	A. Recognition ..... 1
	Exclusive Representative .....1
	B. The Term "Employee"..... 1
Article 3	Board Rights
	A. Board Rights..... 1
Article 4	Association Rights
	A. Special Conferences ..... 2
	B. Bulletin Board Access ..... 3
	C. Use of Buildings/Equipment ..... 3
	D. Freedom of Information Act ..... 3
	E. MEA/NEA Representatives ..... 3
Article 5	Employee Rights
	A. Non-discrimination ..... 3
	B. Michigan General School Laws ..... 3
	C. Review Personnel File ..... 3
	D. Employee Representation ..... 4
	E. Lunch Break & Daily Work Break ..... 4
	F. Probationary Period ..... 4
	G. Physical Assault ..... 4
	H. Complaints Against Employee ..... 4
	I. Reimbursement of Personal Property ..... 4
	J. Just Cause ..... 5
Article 6	Membership Dues, Payroll Deductions and Agency Shop
	A. Dues Deduction ..... 5
	B. Other Deductions ..... 5
	C. Membership in Association ..... 5
	D. Membership Exclusion ..... 5
	E. Objections to Political-Ideological Expenditures- Administrative Procedures..... 6
	F. Non-Members fee ..... 6
	G. Membership/Service Fees ..... 7
	H. Association's Service Fee Collection ..... 7
	I. Objection to Joining /Supporting Association .... 7
	J. Save Harmless ..... 7
Article 7	Vacancies, Transfers, and Promotion
	A. Definition of Vacancy ..... 8
	B. Posting of Vacancy ..... 8
	C. Qualifications ..... 8
	D. Trial Period for Transfer ..... 8
	E. Split Assignment ..... 8

Article 8	<b>Seniority</b>	
	A. Definition of Seniority and Classification .....	9
	B. Probationary Employees .....	9
	C. Seniority List .....	9
	D. Loss of Seniority .....	9
	E. Casual, Temporary or Substitute Employees ....	10
Article 9	<b>Reduction in Personnel, Layoff, and Recall</b>	
	A. Definition of Layoff .....	10
	B. Notice of Layoff .....	10
	C. Insurance Coverage .....	10
	D. Recall Within Classification .....	10
	E. Recall Outside of Classification .....	10
	F. Bumping .....	11
	G. Notice of Recall .....	11
	H. Length of Recall Rights .....	11
	I. Step Placement .....	11
Article 10	Leaves of Absence	
	A. Accumulation and Use .....	11
	B. Jury Duty .....	13
	C. Approved Absence Leave .....	13
	D. Association Day .....	13
	E. Unpaid Leave .....	13
	F. Family and Medical Leave Act .....	14
Article 11	Holidays	
	A. List of Holidays .....	15
	B. Conditions .....	15
	C. Weekend Holiday .....	16
Article 12	Vacations	
	A. Accumulation .....	16
	B. Conditions .....	16
Article 13	Assignments, Hours, and Conditions	
	A. Notice of Cancellation .....	17
	B. Overtime .....	17
	C. Uniform Allowance .....	17
	D. Pay for Required Meetings .....	17
	E. Physical Exam & X-rays .....	18
	F. Bus Drivers .....	18
	G. Staffing for Community Dinner .....	19
	H. Inclement Weather Days .....	19
	I. Scheduling of School Year Assignments .....	20
	J. Michigan Essential Insurance Act .....	20
	K. Tobacco Products .....	20
	L. Renewal Fees .....	20
Article 14	Compensation	
	A. Wage Rates .....	20
	B. Retirement .....	20
	C. Extra Trip Compensation .....	20
	D. Mileage Reimbursement .....	21
	E. Community Supper Wages .....	21
	F. Substituting for Head.....	21
Article 15	Fringe Benefits	
	A. Qualifications .....	21

	B. Benefits .....	23
Article 16	No Strike or Interruption of Education .....	24
Article 17	Grievance Procedure	
	A. Definition & Limitations .....	24
	B. Designated Representatives .....	25
	C. Definition of "Days" .....	25
	D. Written Grievances .....	25
	E. Informal Level .....	25
	F. Formal Level One .....	25
	G. Formal Level Two .....	26
	H. Formal Level Three .....	26
	I. Formal Level Four .....	26
	J. Arbitrator Expenses .....	27
	K. Time Limits .....	27
	L. Approval of Employee .....	27
	M. Consideration of Grievances .....	28
	N. Extension of Time Limits .....	28
	O. Expiration of Agreement .....	28
	P. Adjustment .....	28
Article 18	Miscellaneous	
	A. Zipper Clause .....	28
	B. Entire Agreement .....	28
	C. Contrary to Law .....	29
Article 19	Negotiation Procedures	
	A. Mutual Agreement .....	29
	B. Develop New Master Agreement.....	29
	C. Authority of Representatives .....	29
Article 20	Duration of Agreement	
	A. Term of Agreement .....	30
	B. Retroactivity .....	30
	C. Witnesses .....	30
	Letters of Agreement	
	-HS/MS Head Custodian .....	31
	Appendix A	
	- 1998-99, 1999-00 Wage Schedule .....	32



## ARTICLE 1

### AGREEMENT

This Agreement is made and entered into, by and between the Board of Education of the Central Montcalm Public School District, hereinafter called the "Board" and the Central Montcalm Educational Support Personnel Association, an affiliate of the Michigan Education Association and the National Education Association, hereinafter called the "Association".

## ARTICLE 2

### RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in the Michigan Public Employment Relations Act (PERA), for all Custodial and Maintenance Employees, Bus Drivers, Bus Mechanics, Bus Mechanic Helpers, Food Service Employees, Security Personnel and Interpreters excluding Supervisors, Supervisor of Custodial and Maintenance, Transportation Supervisor, Food Service Director/Head Cook, Van Drivers, Substitutes and all other employees, as established by the Michigan Employment Relations Commission Certification Case No. R85 E-143 and Certification Case No. R98 D-48.
- B. The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined and any references to female employees shall include male employees.

## ARTICLE 3

### BOARD RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way

*BOARD RIGHTS.....continued*

of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify, or change any work or business or school hours or days.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, but not conflict with the provisions of this Agreement.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt rules and regulation.
6. Determine the qualifications of employees, including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, testing, or training of employees, providing that such selection shall be based upon lawful criteria.

**ARTICLE 4**

**ASSOCIATION RIGHTS**

- A. Special conferences for important matters may be arranged between the Association and the designated representative of the Board upon the request of either the Association or the Board. These conferences are not to be considered as

*ASSOCIATION RIGHTS.....continued*

negotiation sessions.

- B. The Board agrees to provide the Association access to a bulletin board or a portion thereof in Stanton Elementary receiving room, Sheridan Elementary receiving room, High School/Middle School custodial lounge, Middle School Kitchen, and the Bus Garage, for the purpose of posting Association materials.
- C. The Association and its members shall have the right to use school building facilities at reasonable hours for meetings. Reasonable use of duplication and audio visual equipment and telephones shall be made available to the Association. The Board shall be reimbursed for direct costs incurred.
- D. The Board agrees to furnish to the Association in response to written requests, available information as required by law.
- E. Duly authorized representatives of the state and national levels of the Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with nor interrupt normal school operations. The representative(s) shall first report their presence in the building to the building principal's office.

ARTICLE 5

EMPLOYEE RIGHTS

- A. The Board hereby agrees that every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by PERA or other laws of Michigan or the Constitution of Michigan and the United States. The Board shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association, or his/her institution of any grievance, complaint, or proceeding.
- B. Nothing contained herein shall be construed to deny or restrict to any employee, rights he/she may have under the Michigan Revised School Code.
- C. Each employee shall have the right, upon written request, to review the contents of his/her personnel file, with the exceptions of those documents and materials excluded by law. At the employee's request a representative of the Association may accompany the employee in such a review. The Board may have a



*EMPLOYEE RIGHTS.....continued*

representative present at the review. The review shall be made at a reasonable time and shall be outside of the employee's regular working hours unless expressly authorized by the employee's immediate supervisor. Requests for photocopies will be granted within a reasonable time and a reasonable charge for such may be made.

- D. Each employee shall have the right to have an Association representative present at any scheduled meeting or conference with an administrator or supervisor when there exists a reasonable likelihood (to the administrator's or supervisor's prior knowledge) that the conference will result in the imposition (or recommendation therefore) of disciplinary sanctions against said employee. At the employee's request, final disciplinary action will not be taken against that employee without such representation. The employee shall have three (3) days to secure such representation. The Board may suspend an employee with pay, pending this final disciplinary action.
- E.
  1. For each employee, except bus drivers, a daily work break shall normally be granted on a prorated basis of thirty (30) minutes for each eight (8) hours worked.
  2. Each employee, except bus drivers, shall normally receive an uninterrupted, unpaid, duty free lunch period of thirty (30) minutes.
  3. The specific time for the daily break and the lunch period shall be arranged by the employee's immediate supervisor.
  4. Employees shall be entitled to leave their work station and building during their lunch period.
- F. All new employees shall serve a probationary period of sixty (60) work days. The probationary period may be extended an additional sixty (60) work days at the discretion of the Board. Missed work days shall not count towards the satisfaction of the probationary period.
- G. Any case of serious physical assault upon an employee while performing duties assigned by the Board, shall be promptly reported in writing to the Board or its designated representative. The Board will render all reasonable assistance to the employee in connection with the handling of said incident.
- H. Any serious complaints by a parent of a student directed toward an employee to the Board Office shall be called to the employee's attention.
- I. The Board will reimburse the employee for loss, damage or destruction of personal property that was used on school premises when the loss, damage or destruction is not the result of the employee's negligence or normal wear and tear provided said property is needed or used in the normal work of the

*EMPLOYEE RIGHTS.....continued*

employee, is used at the request of the employee's supervisor, and is registered with the immediate supervisor in written form. The reimbursement shall not exceed one hundred dollars (\$100.00). Any personal tools furnished by the bus mechanic or mechanic helper as per the above, shall be insured by the Board under a normal all risk policy form as per the rules of the insurance underwriter. In the event of a claim, the employee shall render all reasonable assistance in settling the claim.

- J. Upon completion of the probationary period, no employee shall be disciplined without just cause.

**ARTICLE 6**

**MEMBERSHIP DUES, PAYROLL DEDUCTIONS AND AGENCY SHOP**

- A. Upon written authorization from the employee, properly filed with the payroll clerk, the Board shall deduct membership dues and/or service fees from the second paycheck of each month beginning in September and ending in June of each year. In addition, the Board agrees to payroll deduction for MEA-PAC (Political Action Committee) and/or NEA-PAC voluntary employee contributions with deduction to be completed by December 31, provided that the payroll clerk is provided with signed authorization forms in compliance with applicable law. Deductions for political contributions and/or political action committees shall be made only with the full, free and written consent of the employee. If required by law or the Secretary of State, the Association will reimburse the Board for administrative costs incurred in connection with making these deductions, unless it is determined by law or the Secretary of State that said charges shall be greater, in which case, said charges shall be as required. The Board agrees to promptly and monthly remit to the local Association Treasurer all monies so deducted.
- B. Upon written authorization from the employee, the Board shall deduct from the paycheck of any employee and make appropriate remittance for Montcalm Public Employees Credit Union, United Way of Montcalm County, MEA Financial Services Tax Deferred Annuities, and any other annuities approved by the Board.
- C. Membership in the Association is not compulsory. Employees have the right to join, maintain or terminate their membership in the Association. Neither party shall exert or put pressure on or discriminate against an employee as regards to such matters.
- D. Each bargaining unit member within thirty (30) days from the date of commencement of employment or of the effective date of this Agreement,

*MEMBERSHIP DUES, PAYROLL DEDUCTIONS AND AGENCY SHOP....continued*

whichever is later, shall either join the Association or pay a service fee to the Association in an amount not to exceed the dues uniformly required to be paid by members of the Central Montcalm Educational Support Personnel Association (less any amounts not permitted by law) provided, however, that the employee may authorize payroll deduction for such fee in the same manner as above provided. In the event the bargaining unit member 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 bargaining unit member's wages and remit same to the Association under the procedures provided below.

The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the bargaining unit members 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 effected.
  2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph D above.
  3. The Board upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction of same.
- E. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political-Ideological Expenditures-Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- F. 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

*MEMBERSHIP DUES, PAYROLL DEDUCTIONS AND AGENCY SHOP....continued*

payment or non-payment of the representation service 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.

- G. The Association will certify at least annually to the Board, fifteen (15) days prior to the date of the first payroll deduction for membership dues and at least fifteen (15) days prior to the date of the first payroll deduction for service fees, the amount of said dues and service fees to be deducted by the Board, and that said service fees include only those amounts permitted by this Agreement and by law.
- H. The parties agree to cooperatively discuss and exchange information regarding the Association's service fee collection and objection procedures, including, but not limited to, any orders restricting or affecting collection of service fees.
- I. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Association membership or otherwise financially support the Association as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code.
- J. The Association shall indemnify and save the Board (also including individual trustees and administrators) harmless against and from any and all claims, demands, suits, or other forms of liability (including, but not limited to, back pay and all court or administrative agency costs) that may arise out of or by reason of action taken by the Board for the purpose of complying with the provision(s) of this Article. This indemnity shall also include payment of attorney fees, when ordered by a Court or administrative tribunal to a prevailing plaintiff, provided that the Board and its agents have cooperated fully with the Association and its legal counsel and have complied with all provisions of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel acceptable to the Board for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any employee whose wages have been subject to involuntary deduction under this Article, provided that no such settlement shall financially obligate the Board's resources without the affirmative consent of the Board.

## ARTICLE 7

### VACANCIES, TRANSFERS, AND PROMOTIONS

- A. A vacancy shall be defined as a newly created position within the bargaining unit or a present position within the bargaining unit which has been permanently vacated and which the Board intends to fill.
- B. Vacancies shall be posted on the bulletin boards designated in Article 4 paragraph B for no less than five (5) working days prior to permanent filling of the vacancy. Interested employees may apply in writing to the Superintendent or his/her designee within the five (5) day posting period. During the months of June, July and August, when school is not in session, the Board will send notice of vacancies to the President of the Association.
- C. A vacancy shall be filled by the most qualified applicant. However, the most senior employee within the classification, who makes an application, shall be awarded the vacancy if he/she has qualifications equal to or superior to all other applicants. Classifications are as listed per Article 8 paragraph A, Seniority.
- D. In the event of a transfer to a different classification, the employee shall be given a forty-five (45) work day trial period in which to show his/her ability to perform on the new job. This trial period shall be thirty (30) work days if the transfer is to a position in the same classification. The Board shall give the employee reasonable assistance to enable him/her to perform up to Board standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, the employee shall be returned to the previous assignment subject to the provisions of Article 9, Reduction in Personnel/Layoff and Recall. The employee shall not, for a period of one (1) year, be permitted to apply for a vacancy in the same or higher classification of work in which he/she was unable to demonstrate ability. The decision of the Board is not subject to appeal.

During the trial period above, the Employer shall have the right to fill the job previously held by the transferred employee with a substitute and shall not be required to post that position until the expiration of the trial period.

- E. An employee with a split assignment shall be paid according to the appropriate wage scale for each assignment.



## ARTICLE 8

### SENIORITY

- A. Seniority shall be defined as the length of continuous service to the district and shall accrue only within a classification. The classifications shall be as follows: 1) cook helper, assistant cook; 2) head cook; 3) bus drivers, mechanic helper; 4) mechanic; 5) custodian, security, grounds; 6) head custodian; 7) plant maintenance; and 8) interpreters. Accumulation of seniority shall begin from the employee's first working day as a regular employee. In the event that more than one (1) employee has the same starting date of work, position on the seniority list shall be determined by the last four (4) digits of each person's social security number. The person with the highest number shall be placed highest on the seniority list. Seniority shall not accrue while the employee is on an unpaid leave of absence or a layoff.
- B. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- C. By every November 1, the Board shall prepare a seniority list. Four (4) copies of this list will be submitted to the Association President. Any errors in the list must be indicated in writing to the Superintendent or his/her designee within thirty (30) days of presentation to the Association President. If no errors are presented, the list shall be deemed to be accurate.

The Association agrees to hold the Board harmless from any and all liability which may arise as a result of changing the definition of seniority in the district and/or the institution of a lottery system to establish an employee's placement on the seniority list.

- D. By way of illustration and not by way of limitation, an employee may lose seniority or have seniority reduced for the following reasons:
1. the employee resigns, retires, or is terminated;
  2. the employee transfers to a non unit position (his/her seniority shall be frozen);
  3. the employee does not return to work following a leave of absence as approved by the Board;
  4. the employee does not return to work when recalled from layoff;
  5. the employee is laid off for two (2) years or the length of his/her accumulated seniority, whichever is less.

Any action on the above is not subject to the grievance procedure.

*SENIORITY.....continued*

- E. Seniority shall not accrue to individuals working as casual, temporary or substitute employees.

**ARTICLE 9**

**REDUCTION IN PERSONNEL, LAYOFF AND RECALL**

- A. Layoff shall be defined as a reduction in the work force within classification as determined by the Board of Education. Classifications are as listed in Article 8 paragraph A, Seniority.
- B. No employee shall be laid off unless said employee shall have been notified of said layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

In the event of a reduction in the work force within classification, the employer shall first layoff probationary employees within the classification and then the least senior employees within the classification.

- C. The Board will pay the currently existing insurance benefit premiums through the end of the month in which the employee was laid off subject to the conditions of the insurance carrier. An employee may continue insurance coverage at the employee's expense under the provisions as stipulated in the Consolidated Omnibus Budget Reconciliation Act of 1986, PL 99-272 (COBRA).
- D. The Board shall recall the most senior employee on layoff status within the classification where a vacancy exists. Recall of a laid off employee with seniority in a classification shall be to the position available after current employees with seniority in that classification have first had an opportunity to apply for the vacancy. Upon the completion of this process, the remaining vacancy will be filled through recall of a laid off employee with seniority in that classification as described above and will not be posted.
- E.
  1. If there are no laid off employees with seniority in the classification where a vacancy exists, the Board shall then recall the most senior employee who meets the minimum qualifications.
  2. Vacancies within the classifications of head cook, head custodian, mechanic, interpreter and plant maintenance shall be exempt from the above provision.
  3. The employee recalled to a new classification shall be given a forty-five (45) work day trial period in which to show his/her ability to perform on the job. The Board shall give the recalled employee reasonable assistance to enable him/her to perform up to Board's standards on the new job. If the employee

*REDUCTION OF PERSONNEL, LAYOFF AND RECALL.....continued*

is unable to demonstrate ability to perform the work required during the trial period or at any time prior to the end of the trial period, he/she shall be returned to layoff status as if he/she had not been at work during the trial period. For a period of one (1) year, the employee shall not be permitted to apply for a vacancy or be recalled in the same or higher classification of work in which he/she was unable to demonstrate ability. The decision of the Board is not subject to appeal.

- F. In lieu of layoff, an employee may exercise his/her seniority rights and may bump the least senior employee in the classification in which he/she has previously accumulated seniority.
- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given seven (7) calendar days from the date of mailing to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the seven (7) day period. Employees recalled to full time work for which they are qualified are obligated to take said work. An employee who fails to report for work or declines recall to full time work for which he/she is qualified shall be considered as having resigned. An employee may decline a recall to a position which is less than half time. However, should an employee fail to report to work or should he/she decline a second recall of less than half time the employee shall be considered as having resigned.
- H. Employees shall lose recall rights after a period of two (2) years or the length of his/her accumulated seniority, whichever is less.
- I. The Board reserves the right to place any new employee, or any transferring employee, on any salary step. In so doing, the Board will consider such areas as the following: service to the district, employee evaluation and other relevant factors.

**ARTICLE 10**

**LEAVES OF ABSENCE**

- A. 1. Employees shall earn sick leave at the rate of one (1) day per month worked which shall be credited monthly to the sick leave account of the employee if the employee has worked and/or was on a paid leave at least seventy-five percent (75%) of the scheduled work days in the previous month (for school year employees the previous month shall be September, October, November,

LEAVES OF ABSENCE.....continued

December, January, February, March, and April). Ten (10) days for regular school year employees; twelve (12) days for twelve month employees.

Unused sick leave shall be accumulated to a maximum of one hundred-thirty (130) days. School year employees will be credited with two (2) sick leave days on the first day of the school year and, thereafter, one (1) sick leave day on the first working day of October, November, December, January, February, March, April and May.

2. Sick leave days must be reported to the employee's supervisor and the proper forms filled out and signed.
3. Not later than October 31 of each school year, each employee previously employed shall receive a statement of sick leave days accumulated up to September 1 of the current school year.
4. Part-time employees who have accumulated sick leave while in a part-time position will have any sick leave earned at the part-time rate converted to the full-time rate at such time as they assume a full-time assignment. Full time employees who assume a part-time assignment will have their sick leave adjusted accordingly. Part-time employees who assume another part-time position that has two (2) hours per day more or two (2) hours per day less will have their sick leave adjusted accordingly. e.g: A part-time employee who works four (4) hours a day may have eight (8) days or thirty-two (32) hours of accumulated sick leave. If the employee is transferred to a full time position of eight (8) hours per day, the sick leave will be converted to four (4) days.
5. Sick leave may be used for the following:
  - a. Personal illness or personal disability
  - b. A maximum of five (5) days per year (July 1 to June 30) as follows:
    - 1) for the purpose of providing adult care to a member of his/her immediate family who resides in his/her household where such care is required because of the sickness or injury of such person or
    - 2) for the purpose of providing adult care or attention to a member of his/her immediate family who does not reside in his/her household in the case where such person is hospitalized or bed-ridden in a life threatening situation by serious illness or serious injury, or
    - 3) in the case of the death of a member of his/her immediate family

For the purpose of this paragraph "immediate family" means a brother, sister, spouse, child, stepchild, parent, parent-in-law or grandparent.

LEAVES OF ABSENCE.....continued

Exceptions to the above limitations may be made by the Superintendent.

6. Sick leave days may be used in units of half days or full days only.
  7. Sick leave shall not be granted to probationary employees.
  8. The employer has the right to require a physician's written statement as to the nature of the illness and or the employee's physical or mental condition and ability to perform his/her required duties.
  9. The misuse or abuse of the sick leave privileges defined herein may result in disciplinary action.
  10. Any employee who is absent due to an injury compensable under Michigan Worker's Compensation Law at his/her option will be paid the difference between the benefits received under the Michigan Worker's Compensation Law and his/her regular weekly straight time earnings. Such difference will be deducted from the employee's accumulated sick leave credits on a pro rata basis until the accumulated sick leave credit has been exhausted. Upon exhaustion of accumulated sick leave days, the employee shall receive only the amount provided by Worker's Compensation.
- B. An employee who is called for jury duty shall be granted a leave of absence to serve as required. The employee shall be compensated the difference between his/her regular salary and his/her juror's pay upon presentation of documentation by the employee to the Board of Education.
- C. A maximum of two (2) days per year (July 1 to June 30) of approved absence leave, chargeable to accumulated sick leave, may be granted by the employee's immediate supervisor. Requests for approved leave must be submitted in writing at least forty-eight (48) hours in advance except in cases of emergency. An approved leave day shall be allowed to attend the funeral of a relative or friend.
- D. The Board shall provide twenty-four (24) hours of leave time during which an officer or representative of the Association shall be released from regular duties without loss of salary for scheduled MEA meetings or training programs. Requests for the use of these Association leave hours must be made in writing to the Superintendent at least one (1) week prior to the requested date. Only one (1) officer or representative from the same classification, as defined in Article 8, Seniority, may utilize this leave on the same day unless authorized by the Superintendent or his/her designee.
- E. Unpaid Leaves
1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted at the discretion of the Board upon written request from an employee without loss of seniority or without accumulation of seniority.



LEAVES OF ABSENCE.....continued

Requests for renewal of such leaves may be granted at the discretion of the Board.

2. Written requests for leave shall minimally include the reason for the leave, along with the requested beginning and ending date of the leave. Requests for leave must be submitted to the Superintendent or his/her designee at least forty-five (45) days prior to the requested beginning date, except in cases of emergency.
  3. Upon return from an approved leave, an employee shall be reinstated to the position within the classification held prior to the leave if available, or a like or similar position. At least forty-five (45) days prior to the date a leave is scheduled to expire, an employee shall supply the Board with written notice of intent to return to work. An employee may submit a written request to terminate an approved leave early and the Board may reinstate the employee prior to the approved termination date of the leave.
  4. During the first year following the birth of a child, an unpaid leave of absence of up to one (1) year shall be granted to a non-probationary employee for the purpose of child-care. Written requests for such leaves shall be submitted to the Superintendent or his/her designee at least ninety (90) days prior to the requested date of leave commencement. Early termination of such leaves shall be governed in accordance with paragraph 3 of this section. All such leaves shall terminate no later than the child's first birthday.
  5. Unless otherwise indicated, the following conditions shall apply to unpaid leaves of absence:
    - a. Salary increments shall not accrue.
    - b. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated upon return.
    - c. Insurance premiums shall not be paid except if the employee is eligible under the Family and Medical Leave Act and vacation days shall not accrue.
    - d. Seniority shall not accrue nor shall seniority be lost.
    - e. If, upon the scheduled termination of a leave, an employee does not return to work and/or no extension is granted, disciplinary action may be taken.
    - f. The employer has the right to require a physician's written statement as to the nature of the illness and/or the employee's physical or mental condition and ability to perform his/her required duties.
- F. To the extent required by the Family and Medical Leave Act (FMLA), an eligible employee shall be granted leave and the other rights specified by the law. When leave is taken by an eligible employee under the Family and Medical Leave Act, the Board shall likewise enjoy and reserve all rights afforded it by the law, whether or not the same are specifically enumerated in this Agreement. The

*LEAVES OF ABSENCE.....continued*

parties intend that the provisions of FMLA, including Board and eligible employee rights and responsibilities shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency, except if the contract provides greater leave benefits than FMLA then the contract prevails.

**ARTICLE 11**

**HOLIDAYS**

- A. All twelve (12) month per year employees shall have the following days off with pay at their regular rate of pay:

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas Day

Christmas Day

Day before New Year's Day

New Year's Day

Good Friday (if this conflicts with a day of student instruction, the day will be scheduled during spring break)

Memorial Day

All school year employees shall have the following days off with pay at their regular rate of pay:

Christmas Day, New Year's Day and Memorial Day

- B. The following conditions shall be met in order to obtain a holiday with pay:
1. A probationary employee is not eligible for holiday pay.
  2. The employee must have worked his/her scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day for his/her classification after the holiday, unless the holiday fell during the employee's scheduled vacation period, or unless a snow day was declared and the employee was not required to report to work. Appropriate verification may be required if an employee requests the use of sick leave or approved leave on the day before or day after a holiday.
  3. An employee shall not be eligible for holiday pay while on an unpaid leave of absence or on layoff.
  4. If an employee is on vacation on any of the above named holidays, the day shall be counted as a holiday and not as a vacation day.

*HOLIDAYS.....continued*

- C. Should the holiday fall on a Saturday, then Friday will replace that day, if the holiday falls on a Sunday, then Monday will replace that day unless that day conflicts with a day of student instruction.

**ARTICLE 12**

**VACATIONS**

- A. All twelve (12) month per year employees will accrue vacation days at their regular rate of pay according to the following schedule. School year employees shall not receive vacation days.

Number of years completed as an employee of Central Montcalm Public School	Number of vacation days
1-9 years	10 days
10-17 years	15 days
18 or more years	20 days

- B. The following conditions shall be met in order to obtain vacation pay:
  1. An employee who is hired during the school year shall qualify for a partial vacation on July 1 following his/her initial date of hire, the length of which shall be pro-rated to that part of the school year which he/she worked.
  2. To qualify for a full vacation, the employee must work or be paid for all of his/her scheduled work days. Scheduled work days which an employee does not work or for which he/she is not paid will be figured in pro-rating his/her available vacation on July 1 at the end of the work year.
  3. Earned vacation days will be credited to the employee on July 1. The employee shall utilize the vacation days within the next thirteen and one half (13 1/2 ) months.
  4. Vacations will normally be scheduled during the summer break. Requests for vacation during the normal school year will be considered, however, the administration retains the right to limit the number of employees on vacation on any given date.
  5. Vacation days shall not accumulate. Vacation days shall not be waived in lieu of extra pay.
  6. An employee who terminates his/her employment and gives at least two (2) weeks advance written notice shall be paid for any unused vacation allowance.
  7. An employee who is absent because of illness or injury for two (2) weeks or more and exhausts accumulated sick leave benefits during such absence may

VACATIONS.....continued

- use any vacation time for which he/she has previously qualified but has not used.
8. Appropriate verification may be required if an employee requests the use of sick leave or approved leave on the day before or day after a vacation.
  9. Employees who are laid off or on an unpaid leave of absence shall have accrued vacation days frozen, except that accrued vacation pay will be granted upon written request. However, in all cases, the conditions of paragraph 3 above shall apply.
  10. A probationary employee shall not accrue vacation days during the period of probation.
  11. Requests for vacation must be submitted in writing at least three (3) work days in advance except in case of emergency in which case the request must be submitted as soon as possible. Use of vacation day(s) for absence on a snow day is considered an emergency.

ARTICLE 13

ASSIGNMENTS, HOURS AND CONDITIONS

- A. If school is not cancelled at least fifteen (15) minutes prior to the scheduled start of a cook's, interpreter's or bus driver's work day, and the employee reports for work, he/she shall be paid a minimum of one (1) hour's pay and may be required to work during that hour. Plant maintenance, bus mechanics and custodians-grounds-security employees will report for work and work their regularly scheduled shift.
- B. Overtime shall be paid at a rate of one and one half (1 1/2) times the employee's regular rate for all time actually worked in excess of forty (40) hours per week. For employees paid at different wage rates, weighted average will be used to calculate overtime. One and one half (1 1/2) times the employee's regular rate will be paid for working on a Sunday, or the holidays set forth in Article 11, paragraph A.
- C. All employees in the classifications of Head Custodian, Custodial-Grounds-Security, Head Cook, Cook's Helpers and Assistant Cook shall receive one hundred dollars (\$100.00) per year for a uniform allowance. All employees in the classifications of Plant Maintenance, Bus Mechanic and Mechanic Helper shall receive one hundred twenty-five dollars (\$125.00) per year for a uniform allowance.
- D. All employees shall be paid their regular hourly rate to attend meetings called by the Administration. Except that school bus drivers who successfully complete the required instruction for certification shall be paid at the Federal minimum wage

*ASSIGNMENTS, HOURS, AND CONDITIONS.....continued*

rate for the hours of instruction.

E. The Board shall pay for the cost of required physical examinations and other required tests or examinations that are obtained through a district appointed physician, psychiatrist, psychologist or healthcare provider.

F. Bus Drivers

1. A full-time driver shall be defined as one who drives four (4) runs per day. Kindergarten runs shall be an additional regular assignment paid at the driver's regular rate.
2. Kindergarten runs shall be considered vacant at the beginning of each school year. A meeting shall be called during the week prior to the first day of school for the purpose of filling the kindergarten runs. Any interested driver shall be in attendance or shall have authorized, in writing, another person to act on his/her behalf. The most senior driver present, or represented, shall be offered the first choice of runs, with the next most senior offered the second choice, and so on until the runs are filled. The notice of the date, time and place of the meeting shall be sent to all drivers at least fifteen (15) days in advance.

The employer shall have the right to limit the combination of regular and kindergarten runs for an individual driver so as not to exceed forty (40) hours in one (1) work week. The employer shall have discretion to make exceptions to this standard when necessary to meet the operating requirements of the district.

3. Each full-time driver will be furnished with a jacket once every three (3) years (next issue to be October, 1998). The most recently furnished jacket must be returned before a replacement is issued and, upon termination of employment, must be turned in before the final paycheck is received.
4. Shuttle runs shall be paid at the driver's regular rate.
5. Extra trips will be assigned from a list of volunteer regular drivers on a rotation basis by seniority. The volunteer list shall be revised at the beginning of each semester. Extra trips for the upcoming week (Sunday through Saturday) will be assigned beginning at 9:00 a.m. on the preceding Friday. The driver must be present or have authorized, in writing, another driver to speak on his/her behalf to be assigned a trip. In the event that the Transportation Supervisor is expecting to be absent on Friday, the assigning will be held at either 9:00 a.m. or 2:00 p.m. on the preceding Thursday with at least twenty-four (24) hours advanced notice given to the drivers by posting on the bulletin board. A substitute driver may be assigned if, at the meeting, all drivers on the rotation list who are present, or who have given written authorization to be represented by another driver, refuse a trip. In the event



*ASSIGNMENTS, HOURS, AND CONDITIONS.....continued*

that all drivers on the volunteer list refuse a trip, then the trip will be assigned by rotation from a list of all regular drivers beginning with the least senior driver. If a trip has been cancelled, once a driver has been assigned, then the driver's name will be placed at the top of the rotation list. In cases of emergency or inability to contact a driver, any available driver may be used.

6. Time Determination

- a) The length of time for each run will be determined and set by the transportation supervisor no later than the end of the third (3rd) week of school. The time set for each run will remain in effect for the school year unless in the judgment of the Transportation Supervisor a change of fifteen (15) or more minutes occurs in the time of a run in which case the time shall be adjusted. Said adjustments shall not occur unless the change lasts for more than five (5) days for which transportation was provided.
- b) Twenty (20) minutes per day shall be added to each driver's total combined regular run time for cleaning, fueling, washing, discipline conferences, pre-trip inspections, and breakdown-stuck time. An additional five (5) minutes per day shall be added to each kindergarten driver's run time.

7. At the beginning of the school year, each driver shall be paid at his/her regular rate of pay for making route maps. The amount of time for this work must be pre-approved by the Transportation Supervisor before the work is performed. Drivers shall also be responsible for updating route maps throughout the school year. If a driver is unable to accomplish this during regularly scheduled working hours (including pre-trip and post-trip intervals), he/she may request authorization from the Transportation Supervisor for additional paid time for that purpose.

G. Staffing for community dinner set-up, serving and clean-up will be assigned from a list of volunteer regular food service employees on a rotation basis by seniority. In the event that an inadequate number of volunteers exist, substitutes may be used or the duty will be assigned by rotation beginning with the least senior food service employee. The rotation will carry from year to year. It is intended that staffing level will be based on the estimated participation in the community dinner.

H. School year employees shall not lose pay because of inclement weather days, if the school is reimbursed for these days through state aid. If these days are made up, all affected employees shall report to work and be paid their regular daily wage. An employee not working a make-up day shall be docked accordingly.

*ASSIGNMENTS, HOURS, AND CONDITIONS.....continued*

- I. School year employees shall work their full assignments as scheduled by the Board.
- J. No person shall be permitted to operate a school district vehicle if that person's driving record fails to meet the requirements of the Michigan Essential Insurance Act for Standard Automobile Insurance or if that person fails to meet the insurance company's requirement.
- K. The Association agrees that the Board may enact a policy prohibiting the use of tobacco products by all school employees in district buildings, on district grounds, and in district vehicles.
- L. The Board shall reimburse employees the differential between the renewal fee for an operators license and the renewal fee for a CDL (-BP), if the license is required as a condition of employment.

In the event the driver separates employment prior to the time the renewal period has expired, the differential will be repaid to the Board on a prorated basis depending upon the number of months remaining on the license. Such differential will be payroll deducted from the employees final paycheck as a condition of this contract pursuant to the authority set forth in MCLA 408.477.

ARTICLE 14

COMPENSATION

- A. The wage rates for the various classifications are set forth in Appendix A of this agreement.
- B. An employee who qualifies for retirement and retires under the Michigan Public School Employees Retirement System or Social Security and who has worked for the Central Montcalm Public School system for at least twenty (20) years, shall upon retirement be paid twenty dollars (\$20.00) for each of his/her accumulated sick leave days.
- C. Extra school bus trips shall be paid as follows:

1998-1999	\$8.62 per hour with a minimum of \$12.41 per trip
1999-2000	\$8.84 per hour with a minimum of \$12.72 per trip

Employees shall receive their regular run rate for all regularly scheduled runs  
*COMPENSATION.....continued*

COMPENSATION.....continued

while on an extra trip. Prior to or after the conclusion of regular run hours, the employee shall be paid at the extra trip rate. Except that regular run pay for missed kindergarten runs will not be granted.

- D. If an employee is requested to use his/her personal vehicle for school business by his/her supervisor, he/she shall be reimbursed at the IRS rate that is in effect on July 1. An employee must submit the appropriate forms in order to be reimbursed.
- E. On the day of the community supper, food service employees will receive one and one-half (1 1/2) times their rate of pay for hours worked in excess of eight (8) hours per day.
- F. Whenever an Assistant Cook or Cook's Helper substitutes for the Head Cook, a Custodian substitutes for a Head Custodian or a Mechanic Helper substitutes for the Mechanic for more than ten (10) consecutive days, he/she shall be paid at the first step, respectively, of the Head Cook's, Head Custodian's or Mechanic's rate of pay beginning with the eleventh (11th) consecutive day.

ARTICLE 15

FRINGE BENEFITS

- A. In order to qualify for benefits, there are certain underwriting requirements and other responsibilities that must be met by the employee and the Board. The following items are applicable to all insurance benefit coverages unless otherwise specified:
  - 1. Upon submission of a proper written application form to the Central Montcalm Board of Education Office, the Board shall pay the premiums for the insurance benefits described in this Article for those employees who meet the qualifications stated in this Agreement.
  - 2. Employees newly hired by the Board shall be eligible for Board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first day of the month following the month the probationary period is successfully completed.
  - 3. Changes in family status shall be reported by the employee to the Board of Education Office within thirty (30) days of such change. All changes must be submitted in writing on the proper form. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this section. The Board will not be responsible for retroactive premiums because of failure by the employee to complete forms in a timely manner or meet underwriting requirements.

*FRINGE BENEFITS.....continued*

4. The Board agrees to pay the premium(s) for the mentioned benefit programs within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the policy holder.
5. To be eligible for the above coverage (or increase in coverage), employees must be able to perform "at work requirements" of the insurance carrier before benefits are effective.
6. Employees shall have benefits terminated on the first day of the month following termination of employment except if the employee is eligible under the Family and Medical Leave Act or when the employee is on leave of absence without pay.
7. Employees for whom the Board makes monthly term life insurance (which is included in the MESSA health insurance) premium payments have a thirty-one (31) day conversion right upon termination of employment. Any employee electing his/her right of conversion in order to keep his/her life insurance in force must contact the insurance carrier within thirty-one (31) days of his/her last day of employment in order to effectuate this change.
8. Upon termination of employment, reduction in work hours, death, divorce, legal separation from spouse, eligibility for Medicare, or termination of "dependent child" status, an employee, and/or spouse and children may be eligible for temporary health insurance "continuation coverage" under Federal Law (PL99-272 Title X - COBRA). The employee, spouse or child(ren) has sixty (60) days from the date of a qualifying occurrence, to notify the Board of his/her desire to continue coverage. Continuation coverage will be at the employee's expense under the provisions as stipulated in PL99-272 (COBRA-1986).
9. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy and rules and regulations of the carrier. The Board shall not be obligated to pay additional, excess or superfluous amounts toward premiums when equal coverage can be effected by the payment of a single premium.

The Board, by payment of the premiums required for insurance protection, shall be relieved of all liability with respect to the benefits and coverage provided. Disputes between employees and the insurance company are not subject to the grievance procedure established in this Agreement.

10. The insurance certificate(s) shall be set forth in Appendix B of this Agreement.
11. The Board shall payroll deduct from each employee electing health insurance the additional cost of providing Super Care I over Super Care IXVA2 in compliance with Section 388.1766d of the State School Aid Act. Said deduction shall be from the same check that other insurance deductions are

*FRINGE BENEFITS.....continued*

made.

12. An employee not eligible for Board paid health insurance may purchase same through the Board at the group rate to the extent allowed by the insurance carrier. If allowed, the employee must provide the premium payment at least ten (10) calendar days prior to the due date of the premium.

**B. Insurance Benefits**

1. An employee normally scheduled to work twenty-five (25) hours per week or less shall receive no insurance benefits.
2. a. For an employee normally scheduled to work the school term for more than twenty-five (25) hours per week, the Board shall provide seventy-five percent (75%) of the monthly health insurance premium and one hundred percent (100%) of the monthly life insurance premium. If an employee elects to waive health insurance coverage for which the Board pays the premium, the Board will pay the monthly premium for dental insurance or a cash option of thirty-three dollars and seventy-five cents (\$33.75) per month.  
  
b. If an interpreter is normally scheduled to work thirty-five (35) or more hours per week, the Board shall provide one hundred percent (100%) of the monthly health insurance premium and one hundred percent (100%) of the monthly life insurance premium. If an employee elects to waive health insurance coverage for which the Board pays the premium, the Board will pay the monthly premium for dental insurance and a cash option of forty-five dollars (\$45.00) per month.
3. For a full time employee normally scheduled to work year around, the Board shall provide one hundred percent (100%) of the monthly health insurance premium, the monthly life insurance premium and the monthly dental insurance premium. If an employee elects to waive health insurance coverage for which the Board pays the premium, the Board will pay a cash option of forty-five dollars (\$45.00) per month.
4. For an employee normally scheduled to work year around, less than full time, but more than twenty-five (25) hours per week shall receive Board paid monthly health insurance premium on a pro rata basis and one hundred percent (100%) of the monthly life insurance premium. If an employee elects to waive health insurance coverage for which the Board pays the premium, the Board will pay a cash option of a pro-rata amount per month with forty-five dollars (\$45.00) per month as a base.
5. Definition of the above insurance plan is as follows:



*FRINGE BENEFITS.....continued*

- a) Health insurance refers to MESSA Super Care 1.
  - b) Dental insurance refers to SEG-SET Ultradent 80/80/80; \$800 orthodontic (for under age 19).
  - c) Life insurance refers to \$10,000 AD&D.
6. The Board shall adopt and administer a cafeteria plan document pursuant to Section 125 of the Internal Revenue Code.

An eligible employee may elect to waive, in writing, the health insurance coverage and receive the indicated cash option under the Section 125 plan. The amount of the cash option received may be applied by the employee to a Tax-Deferred Annuity. To elect a Tax-Deferred Annuity, the employee shall enter into a separate written salary reduction agreement.

All expenses relating to the implementation and administration of the Section 125 Plan shall be borne by the Board.

**ARTICLE 16**

**NO STRIKE OR INTERRUPTION OF EDUCATION**

The Association and the Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not, during the terms of this agreement, authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Board.

**ARTICLE 17**

**GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.

The following matter shall not be the basis of any grievance filed under the *GRIEVANCE PROCEDURE.....continued*

*GRIEVANCE PROCEDURE.....continued*

procedure outlines in this Article:

1. The termination of services of or failure to re-employ any probationary employee,
  2. Any matter involving the content of employee evaluation,
  3. Any matter for which there is recourse under State or Federal statutes,
  4. Other limitations as referred to in this Agreement.
- B. The Association shall designate a representative to handle grievances when requested by the grievant. The Board will designate its representative at Level One as hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.
- C. The term "days" as used herein shall mean week days (Monday through Friday exclusive of holidays and Christmas break and Spring break).
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants,
  2. It shall be specific,
  3. It shall contain a synopsis of the facts giving rise to the alleged violation,
  4. It shall cite section or subsections of this contract alleged to have been violated,
  5. It shall contain the date of the alleged violation,
  6. It shall specify the relief requested.

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

- E. Informal Level - An employee or the Association alleging a violation of the express provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with his/her supervisor in an attempt to resolve same.

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

- F. Formal Level One - A copy of the written grievance shall be submitted to the immediate supervisor. The immediate supervisor shall within five (5) days from the receipt of the grievance render a written decision. If the decision is unsatisfactory, the grievance shall proceed to Formal Level Two within five (5)

*GRIEVANCE PROCEDURE.....continued*

days of the supervisor's decision.

- G. Formal Level Two - A copy of the written grievance shall be filed with the Superintendent or his/her designated agent with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the Association representative, the Board's representative at Level One, and place a copy of same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association shall within five (5) days appeal same to the Board by filing such written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting. Individual employees shall not have the right to process a grievance to Formal Level Three.

- H. Formal Level Three - Upon proper application as specified in Level Two, the Board shall allow the employee or his/her Association representative an opportunity to be heard at the next regularly scheduled meeting. Within thirty (30) days from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association shall final determination of the grievance be made by the Board more than thirty (30) days after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the Board's representative at Level One, and the representative of the Association.

- I. Formal Level Four - Individual employees shall not have the right to process a grievance at Level Four.
1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, submit a written request for arbitration to the Board representative. If the parties can not mutually agree upon an arbitrator within ten (10) days of receipt of the request, then the Association may file for arbitration in accordance with the rules of the American Arbitration Association.

*GRIEVANCE PROCEDURE.....continued*

2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
4. Powers of the arbitrator are subject to the following limitations:
  - a) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b) He/she shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
  - c) He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of the management to decide.
  - d) He/she shall not hear any grievance previously barred from the scope of the grievance procedure.
  - e) More than one (1) grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent.
  - f) Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
  - g) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
- J. The fees and expenses of the arbitrator shall be paid by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- K. Should an employee fail to institute a grievance with the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- L. The Association shall have no right to initiate a grievance involving the right of

*GRIEVANCE PROCEDURE.....continued*

an employee or group of employees without his/her or their express approval in writing thereon.

- M. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations.
- N. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- O. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
- P. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without the intervention of the Association, if such an adjustment is not inconsistent with the terms of this Agreement, provided the Association has the opportunity to be present at such adjustment.

ARTICLE 18

MISCELLANEOUS

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This Agreement is subject to amendment, alteration or additions, only by a



MISCELLANEOUS.....continued

subsequent written agreement between, and executed by, the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

- C. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE 19

NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, may be subject to negotiations between them from time to time during the period of this Agreement upon mutual consent. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such negotiation.
- B. Negotiations to develop a new Master Agreement shall begin prior to the expiration date stated herein and upon the written consent of both parties, the CMESPA Executive Board and the Board of Education.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE 20

DURATION OF AGREEMENT

- A. This Agreement shall be effective July 1, 1998, and continue in effect for two (2) years until June 30, 2000.
- B. Upon ratification by both parties, the wage schedule (Appendix A) and Article 14-C of this Agreement shall be retroactive to July 1, 1998.

The cash option payment of thirty-three dollars and seventy-five cents (\$33.75) mentioned in Article 15, B., 2. a., is applicable only to the Interpreters during the 1998-99 school year. Beginning in 1999-2000, it will be available for all employees covered by the subsection.

- C. All other provisions except as noted above, shall be in effect upon ratification by both parties.

In witness thereof, the parties have caused this Agreement to be executed by their duly authorized representatives this 16th day of November, 1998.

For the Board

For the Association

\_\_\_\_\_  
*Jay Law*  
\_\_\_\_\_  
*Looney Hill*  
\_\_\_\_\_  
*Gerald Winkler*  
\_\_\_\_\_

*James Thomas*  
\_\_\_\_\_  
*Lisa Herald*  
\_\_\_\_\_  
*Walt Edwards*  
\_\_\_\_\_  
*Jan Prusterson*  
\_\_\_\_\_

**LETTERS OF AGREEMENT**

It is agreed between the Board and the Association that the high school/ middle school head custodian will receive an additional twenty-five cents (\$.25) per hour for 1998-99 and an additional twenty-six cents (\$.26) per hour for 1999-00.

APPENDIX A

	<u>STEP</u>	<u>1998-99</u>	<u>1999-00</u>
HEAD CUSTODIAN	P	\$12.95	\$13.27
	0	\$13.22	\$13.55
	1	\$13.77	\$14.11
	2	\$14.29	\$14.65
	3	\$14.82	\$15.19
CUSTODIAL- GROUNDS- SECURITY	P	\$9.08	\$9.31
	0	\$9.37	\$9.60
	1	\$9.86	\$10.11
	2	\$10.35	\$10.61
	3	\$10.83	\$11.10
	4	\$11.35	\$11.63
	5	\$11.84	\$12.14
	6	\$12.33	\$12.64
7	\$12.79	\$13.11	
HEAD COOK	P	\$10.51	\$10.77
	0	\$10.79	\$11.06
	1	\$11.32	\$11.60
	2	\$11.84	\$12.14
	3	\$12.36	\$12.67
COOK'S HELPER	P	\$7.12	\$7.30
	0	\$7.40	\$7.59
	1	\$7.75	\$7.94
	2	\$8.09	\$8.29
	3	\$8.43	\$8.64
	4	\$8.78	\$9.00
	5	\$9.13	\$9.36
6	\$9.47	\$9.71	
ASSISTANT COOK	P	\$7.12	\$7.30
	0	\$7.40	\$7.59
	1	\$7.86	\$8.06
	2	\$8.35	\$8.56
	3	\$8.86	\$9.08
	4	\$9.32	\$9.55
	5	\$9.79	\$10.03
6	\$10.27	\$10.53	

PLANT MAINTENANCE-	P	\$12.42	\$12.73
BUS MECHANIC	0	\$12.69	\$13.01
	1	\$13.57	\$13.91
	2	\$14.45	\$14.81
	3	\$15.31	\$15.69
MECHANIC HELPER	P	\$8.41	\$8.62
	0	\$8.69	\$8.91
	1	\$9.04	\$9.27
	2	\$9.38	\$9.61
	3	\$9.73	\$9.97
SCHOOL BUS DRIVER	P	\$9.62	\$9.86
	0	\$9.91	\$10.16
	1	\$10.98	\$11.25
	2	\$12.03	\$12.33
	3	\$13.08	\$13.41
	4	\$14.13	\$14.48
	5	\$15.21	\$15.59
	6	\$16.26	\$16.67
INTERPRETER - NON CERTIFIED	P	\$8.64	\$8.86
	0	\$8.89	\$9.11
	1	\$9.42	\$9.66
	2	\$9.96	\$10.21
	3	\$10.50	\$10.76
	4	\$11.25	\$11.53
INTERPRETER - QAI CERTIFIED	P	\$10.79	\$11.07
	0	\$11.04	\$11.32
	1	\$11.57	\$11.86
	2	\$12.12	\$12.42
	3	\$12.65	\$12.97
	4	\$13.19	\$13.52
INTERPRETER - QAI CERTIFIED	P	\$12.94	\$13.27
	0	\$13.19	\$13.52
	1	\$13.72	\$14.06
	2	\$14.27	\$14.63
	3	\$14.80	\$15.17
	4	\$15.34	\$15.72



