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6/30/2001

**MASTER AGREEMENT**

**BETWEEN THE**

**BOARD OF EDUCATION**

**OF THE CLARENCEVILLE SCHOOL DISTRICT**

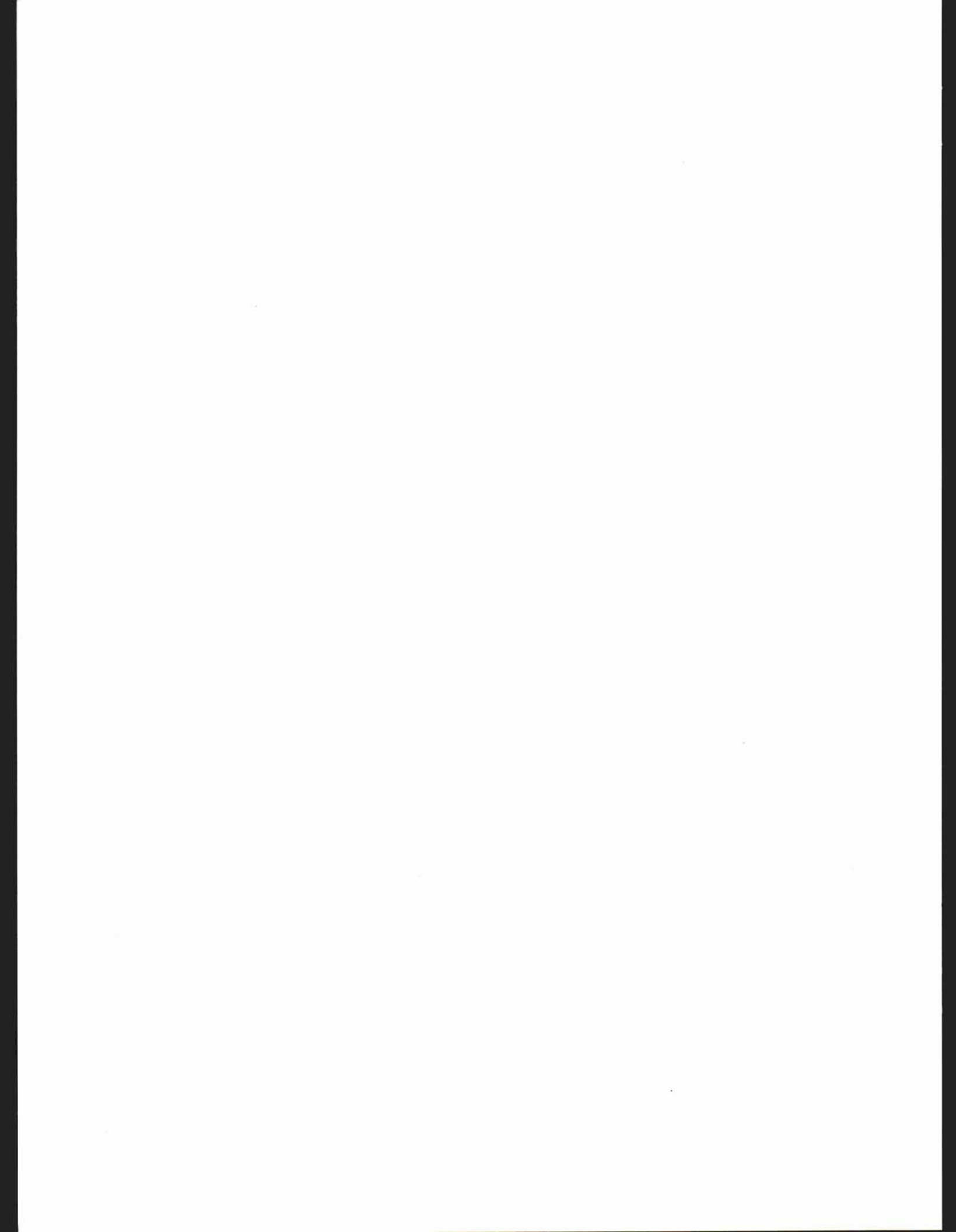
**AND THE**

**CLARENCEVILLE MICHIGAN EDUCATIONAL**

**SUPPORT PERSONNEL ASSOCIATION/MEA**

**1998 - 2001**

*Clarenceville Public Schools*



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## ARTICLE I - RECOGNITION

- A. In accordance with the results of an election held on December 8, 1982, by the Michigan Department of Labor, the Labor Mediation Board, and as defined in Section II, Act 336, Public Acts of 1947, the board hereby recognizes the Clarenceville Michigan Educational Support Personnel Association/MEA as the exclusive bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, and hours and other conditions of employment for the following employees:

Maintenance/Warehouse  
Custodians  
Transportation  
Cafeteria  
Secretarial

Excluded from the secretarial department are the secretary to the Superintendent, the secretary to the Assistant Superintendent for Personnel, and the secretary to the Assistant Superintendent for Special Services.

- B. The term "Employee" when used herein shall refer to employees included in the unit for bargaining as set forth in this agreement. Whenever the term "Employer" is used, it shall mean the Board of Education of the Clarenceville School District and shall include its designee(s) upon whom the Board has conferred authority to act in its place and stead.

## ARTICLE II - AGENCY SHOP

- A. Membership Requirement:

1. Employees covered by this Agreement at the time it becomes effective, and who are members of the Association at the time, shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement or pay each month a service fee equal to regular monthly dues.
2. Employees covered by the Agreement who are not members of the Association at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Association for the duration of this Agreement, or pay a monthly service fee on or before the thirtieth (30th) day following such effective date.
3. The Board shall deduct dues, service charges, assessments, and/or contributions from any employee from whom they have written authorization.  
  
The authorized deduction of dues, service charges, assessments, and/or contributions shall be made from all regular paychecks each month from September to June of each school year.
4. The Board agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom deductions have been made, within twenty (20) calendar days. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Board.
5. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment, to become members of the Association for the duration of this Agreement or pay as a service fee to the Association an amount established by the Association on or before the ninetieth (90th) calendar day following the beginning of their employment in the unit.
6. In the event that dues and assessments, or a service fee in an amount established by the Association shall not be paid, the Board, upon receiving a signed statement from the Association indicating that a bargaining unit member has failed to comply with the conditions shall immediately begin payroll deduction of said fee.
7. The Association will protect and save harmless the employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the employer for the purpose of complying with this section of the Agreement.

### **ARTICLE III - NEGOTIATION PROCEDURE**

Upon notification by either of the parties to this Agreement to the other, in accord with the provisions of ARTICLE XLII - DURATION OF AGREEMENT, the parties shall meet at reasonable times and places to negotiate a successor to this Agreement.

Each party shall have the right to control and select its own bargaining representatives. The parties mutually pledge that representatives selected by each shall be clothed with all necessary responsibility to make proposals, counter-proposals, and to reach tentative agreements. Each party recognizes that all agreements reached are subject to ratification by the Board of Education of the District and by the Association.

### **ARTICLE IV - STEWARDS AND ALTERNATE STEWARDS**

The Board agrees to recognize a grievance committee which shall be composed of a chairperson and a number of stewards or officers. The stewards and allocation of their area of jurisdiction shall be in accordance with the following formula:

- A. The custodial maintenance department shall be represented by one (1) steward on each shift, for a total of two (2) stewards.
- B. The cafeteria department shall be represented by one (1) steward.
- C. The transportation department shall be represented by one (1) steward.
- D. The secretarial department shall be represented by one (1) steward.

During overtime periods where three or more employees are assigned but in which a steward is not working, the president of the Association may designate one of the working employees as temporary steward for the overtime period. In such case, a verbal notification to the appropriate school authority shall be sufficient.

### **ARTICLE V - SUPPLEMENTAL AGREEMENTS**

It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties shall be subject to professional negotiations between said parties from time to time during the period of this Agreement and only in mutual consent. The parties shall undertake to cooperate in arranging meetings, selecting representatives for such discussion, furnishing necessary information, and otherwise constructively considering and resolving any such matters.

Each party shall have the right to control and select its own bargaining representatives. No amendment to this Agreement shall be effective unless ratified by the District and the Association.

The parties mutually pledge that representatives selected by each shall be clothed with all necessary authority to make proposals and consider proposals subject only to ultimate ratification. Anytime in the course of negotiations or bargaining each team may caucus separately and with brevity.

### **ARTICLE VI - NO STRIKE CLAUSE**

- A. During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, nor will any member of the bargaining unit take part in any strike or work stoppage of any kind or nature.
- B. During the term of this Agreement, the District agrees there shall be no lock-out.

### **ARTICLE VII - AID TO OTHER UNIONS/ASSOCIATIONS**

The Board will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or organization which would represent the same group of employees.

### **ARTICLE VIII - DISTRICT RIGHTS AND RESPONSIBILITIES**

CLARENCEVILLE SCHOOL DISTRICT - Board Rights and Responsibilities

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 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 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 Clarenceville School District.
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. The right to 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. Administrators and supervisors shall treat all employees fairly and equitably in all work-related matters.
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 reasonable rules and regulations.
6. Determine the qualifications of employees, including physical health.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions 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 and training of employees providing that such selection shall be based upon lawful criteria.
12. Nothing in this Agreement shall limit in any way the right of supervision to perform production and maintenance work, providing the work is training, instructional, supervisory, or in the case of an emergency only, where bargaining unit employees are not available.

#### **ARTICLE IX - ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES**

1. The District agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the District, allocations and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees.
2. The Association and its members shall have the right to use the school building facilities according to District policy for Association business.
3. The District shall, within ten (10) working days, notify the Association of: a) employees hired (via personnel appointment form); b) employees terminated (via severance form); and c) employees completing the probation period (via rate change form).
4. The Association shall receive a list of all employees covered under this Agreement stating: name, level, experience years, date of first working day, number of weeks to be worked each year and hourly rate. This list is due within thirty (30) days of written request.

5. Employees shall have the right, upon written request, to review the contents of their personnel files. This request shall be honored by the District within five (5) working days. The review of file contents must be done in the office of the responsible administrator and in the presence of said administrator.
6. Designated representatives of the Association and the District shall meet, when necessary, to discuss matters of mutual interest. The purpose of these meetings will be to discuss matters pertinent to the general welfare of the Association and the District.

## **ARTICLE X - GRIEVANCE PROCEDURE**

### **Section One**

A "grievance" is a complaint by a member of the bargaining unit, or the Association involving the meaning, interpretation, application, or alleged violation of any provision of this Agreement.

A grievance may be filed and presented by a member of the bargaining unit or by the Association acting through its representatives. Any individual employee may present his/her grievance and have the grievance adjusted without intervention of the Association if the adjustment of the grievance is not inconsistent with the terms of this Agreement and the Association has been given an opportunity to have an Association representative present at such adjustment.

Any grievances occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed under this Agreement unless the previous contract is extended by mutual agreement. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.

The grievance procedure provided in this Agreement shall be the sole and exclusive means of presenting and resolving complaints involving the applications or interpretation of this Agreement.

Failure to file a grievance or appeal a decision within the specified time limit shall be deemed an acceptance of the decision, and shall bar further appeal.

All grievances shall be presented in accordance with the following procedure:

#### **Step One - Informal Level**

An employee claiming a grievance shall discuss the matter with his/her immediate supervisor within ten (10) working days of the event upon which the grievance occurred. Within ten (10) working days after presentation of the grievance, the supervisor shall give his/her answer orally to the employee.

#### **Step Two - Formal Written Level**

If the grievance is not disposed of at Step One, it may be submitted to the Assistant Superintendent within ten (10) working days after the supervisor's answer is communicated, on a written "Statement of Grievance" signed by the employee(s) or Association. The "Statement of Grievance" shall name the employees involved, the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated, and shall indicate the relief requested.

The Assistant Superintendent shall render his/her decision, in writing, within ten (10) working days after meeting with the aggrieved employee or the Association. A copy of the decision shall be furnished to the grievant and to the Association.

#### **Step Three - Superintendent Level**

If the grievance is not disposed of at Step Two, the decision of the Assistant Superintendent may be appealed, in writing, to the Superintendent, within ten (10) working days after the date such decision was rendered.

The Superintendent shall meet with the aggrieved employee and/or the Association within ten (10) working days after the date the written appeal is filed. The Superintendent shall render a decision within ten (10) working days after the meeting. The decision of the Superintendent shall be communicated, in writing, to the grievant and to the Association.

#### Step Four - Board of Education Level

If the grievance is not resolved to the satisfaction of the grievant, the employee may refer the grievance to the Board of Education within ten (10) working days of the date decision was rendered in Step Three. The grievance shall be heard by a three-person committee of the Board within ten (10) working days and an answer given within ten (10) working days after such hearing is held.

#### Step Five - Arbitration

If the grievant remains unsatisfied at the conclusion of Step Four, it may be submitted to arbitration at the request of the Association, provided written notice of the request for submission to arbitration is delivered to the Board within thirty (30) working days after the date of the decision under Step Four.

Following the written notice of request for submission to arbitration, the employee and/or the Association and a representative of the Board shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the request for submission to arbitration, the American Arbitration Association shall be requested to provide a list of qualified arbitrators.

The arbitrator shall then be selected according to the Rules of the American Arbitration Association.

### Section Two

It shall be the function of the arbitrator, who shall be empowered, except as the powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement:

- a. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish salary structures or change any salary.
- c. In rendering decisions, the arbitrator shall give due regard to the responsibilities of management as conditioned by this Agreement.
- d. If the Board disputes the arbitrability of any grievance under the terms of the Agreement, the arbitrator shall have to decide if the grievance is arbitrable before rendering a decision on the merits of the grievance. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- e. There shall be no appeal from an arbitrator's decision if within the scope of authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board. The Association shall discourage any attempt of its members and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Association or its members by any other means attempt to bring about the settlement of any grievance.
- f. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. 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.
- g. The Board shall not be required to pay back wages more than forty (40) work days prior to the date a written grievance is filed.
  - 1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
  - 2) No decision in any case shall require a retroactive wage adjustment in any other case.

### Section Three

If a grievance affects a group of employees or the bargaining unit as a whole, the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Step Three. The Assistant Superintendent will be given three (3) days' notice before the grievance is submitted to the Superintendent.



## **ARTICLE XI - DISCHARGE, SUSPENSION OR DISCIPLINE**

The Board shall not discharge, suspend or discipline any seniority employee without just cause. Any discharged or suspended employee shall have the right to a hearing before the administration, at the employee's request. If requested, such hearing shall be held within five (5) working days from the date of discharge or suspension. Disposition of the hearing shall be issued in writing. If such disposition of the hearing is not satisfactory, the case shall go to Step Four (4) of the grievance procedure.

### **A. Reprimands**

Employees shall be notified, in writing, with a copy to the steward, concerning any subject matter which could be construed as detrimental to the employee's future promotion, transfer, present or future employment.

### **B. Progressive Discipline**

The employer agrees to abide with progressive discipline as follows:

1. It shall be the policy of the employer to warn an employee orally.
2. It shall be the policy of the employer to give at least one (1) written warning - a copy shall be submitted to the Association.
3. It shall be the policy of the employer to give suspension not to exceed three (3) days.
4. It shall be the policy of the employer to give more severe discipline including discharge for just cause.

### **C. Nothing in this section, however, shall prevent an employer from appropriately disciplining an employee immediately should severe circumstances warrant.**

### **D. If an employee is at any step of the Progressive Discipline Procedure and has had no discipline for eighteen (18) months, excluding leave time, then the employee would have that step struck from his/her record and revert back to the next previous step of the Progressive Discipline Procedure. Further, this process will continue until the employee's record is clear.**

## **ARTICLE XII - LAY OFF AND RECALL**

### **A. The word "lay off" means a reduction in the working force due to a reduction of work or a lack of funds. The Board alone shall have the right to determine when and if any of its employees are to be subject to any lay off, and shall be the sole judge of how long such conditions shall continue.**

### **B. If it becomes necessary to reduce the working staff by means of a "lay off" the probationary employees within the affected classifications shall be laid off before any employees with seniority are so affected. Seniority employees shall be laid off according to seniority within the classification in the department. Each level within the secretarial unit is considered a separate classification.**

### **C. The laid off employee may claim seniority over an employee with the least seniority within the department providing he/she is qualified and can perform the work. A trial period of thirty (30) working days may be granted when a question arises concerning the employee's ability and/or qualifications. If the employee in the affected department is laid off, and has satisfactorily held a position in another department, he/she may take the position of the employee with the least seniority in that department.**

### **D. The seniority employee may elect the option to accept lay off, but in either case the laid off employee must inform the Board and the Association of his/her decision within seven (7) days of the lay off notification.**

### **E. Employees to be laid off shall be given at least two (2) weeks' notice prior to the lay off.**

### **F. An employee shall be reassigned to a vacant position available at the time of lay off for which the employee is qualified before a new employee is hired. Any employee who assumes a new job assignment due to the lay off procedure will also assume the salary rate for that position. Employees who are laid off or reduced in rank and/or compensation as provided herein shall retain the right of recall to their former (or equivalent) position.**

- G. When the working force is increased after a lay off, employees will be recalled in order according to seniority within the department. Notice of recall shall be sent to the employee at the last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing notice, the employee shall be considered to have resigned. Extension may be granted by the employer in proper cases.
- H. Laid off employees shall retain their seniority and accumulated sick days for a period of two (2) years from date of lay off or length of seniority, whichever is greater. However, sick time or vacation time shall not accumulate during the lay off period. An employee on lay off shall be allowed to purchase health insurance at the group rate subject to the regulations of the insurance carrier.
- I. In the event of temporary lay offs due to acts or occurrences not initiated or controlled by the Board, the employees immediately affected may be laid off without regard for seniority for a period not to exceed the act or occurrence. Temporary lay offs which exceed the one (1) week period shall thereupon be regulated by seniority application.
- J. Laid off employees that are called in as substitutes shall receive fifteen (15) cents above the base in the classification in which assigned.

### **ARTICLE XIII - PROBATION**

- A. New employees hired in a permanent position other than substitutes and temporary help shall be considered a probationary employee for sixty (60) actual working days in their job assignment. When a permanent employee completes the probationary period, said employee shall be entered on the seniority list and seniority shall date from the day sixty (60) working days prior to the date he/she completed the probationary period.
- B. The probationary period may be extended for any absences or recess time of the employee during that period by the number of said absences (i.e. summer-winter recess). Further a maximum of thirty (30) additional workdays may be extended if the Board determines additional training is necessary.
- C. There shall be no seniority among probationary or temporary employees. A probationary employee shall have no security status in the classification and may be discharged any time during the probationary period if, in the opinion of the District, performance is not satisfactory. Such action shall not be subject to the grievance procedure, except as provided in section F. of this Article.
- D. When more than one (1) employee is hired on the same day, seniority will be determined by casting lots.
- E. New employees are not eligible for any of the fringe benefits during their probationary period. Upon completion of a satisfactory probationary period, the employee shall be entitled to all benefits of a regular employee. Seniority, vacation, and leaves with pay shall be credited from the date of hire, and shall accrue based upon the individual's employment classification and hours, if applicable.
- F. The Association shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, and hours of employment, except discharged and disciplined employees for other than Association activity shall not be subject to the grievance procedure.
- G. Newly hired employees may receive up to three (3) years' credit on the wage schedule for their job classification for prior experience in a job that is related to the job for which they are hired. At the time a new employee is hired, the Assistant Superintendent for Personnel or his/her designee shall review with the employee his/her prior related experience, and shall make a determination about wage schedule credit. A written statement of such review and determination shall be sent to the Association when a final decision is made.

### **ARTICLE XIV - SENIORITY**

- A. Seniority is defined as the length of continuous service from the employee's last date of hire by the Clarenceville School District. The Association shall be furnished a list setting forth, in the order of their departmental seniority, each employee's name, effective hiring date, and classification. When more than one employee is hired on the same date, seniority shall be determined by casting lots. Such list shall be revised each six months, with copies given to the Association.
- B. District departments and the classifications of which each department is comprised are listed below:

	<u>DEPARTMENT</u>	<u>CLASSIFICATION</u>
I	Maintenance	Skilled HVAC/Plumbing Semi-Skilled Utility General/Warehouse
II	Custodians	Head Custodian Pool Custodian/Auditorium
III	Cafeteria	Manager - Cook Helper/Cashier
IV	Transportation	Mechanic Regular Bus Drivers Special Education Bus Aide
V	Secretarial	Level I Level II Level III

- C. If an employee is awarded a position in another department, then said employee's seniority into the new department shall commence with the first day worked in the new department. The employee's seniority in his/her original department shall be frozen at the last day of the change.
- D. Seniority for purpose of vacation, retirement, holidays or other fringe benefits shall be computed from the last date of hire by the Clarenceville School District. In the event an employee has changed hours or departments, such computation shall be pro-rated accordingly.

Example: See Article XXXV, Section C

### **ARTICLE XV - LOSS OF SENIORITY**

Seniority shall be broken and the employee shall be removed from the seniority list only for the following reasons:

- A. If the employee resigns or is retired.
- B. If s/he is discharged and the discharge is not reversed through the grievance process of the Agreement.
- C. If s/he is absent for three (3) consecutive working days without notifying the employer and fails to give explanations for the absence and lack of notice which are satisfactory to the school administration.
- D. If s/he fails to return to work from lay off when recalled from lay off as set forth in the recall procedure provided herein.
- E. If s/he overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the school administration and/or fails to give explanations satisfactory to the school administration.
- F. If s/he is on lay off for a period exceeding two (2) years or the duration of his/her seniority at the time of lay off, whichever is greater.

### **ARTICLE XVI - SENIORITY WHILE ON LEAVE**

Seniority while on leave of any nature, sick leave or leave of absence for any period in excess of three (3) months, shall be frozen at the last date of employment until the employee returns to his/her regular position.

## **ARTICLE XVII - PROMOTIONS**

- A. A promotion is a vacancy that is filled by an employee from a lower classification as a result of the process described in Article XIX - VACANCIES, E.

When an employee is promoted to a position in a new department, s/he will be paid at the one (1) year rate. If the one (1) year rate is less than the employee's current rate of pay, s/he will be redlined until such time as s/he becomes eligible for an increased rate. This provision shall apply immediately, including during the 30-day trial period.

Promotions within a department shall be paid at the employee's current experience level. (i.e., a secretary with five (5) years' experience who moves from level II to Level I will be paid at the five (5) year rate.)

- B. If an employee is promoted, there will be a thirty (30) work day trial period. During this trial period, the administration may decide the employee is not qualified and he/she will be returned to their original position. Also during this trial period, the employee may decide to return to their original position. If the employee voluntarily returns to their original position, he/she will not be considered for a future promotion for at least one year.
- C. Employees required to work in a higher classification over three (3) continuous days because of promotion, shall be paid the rate of the higher classification.
- D. Head custodians must have the ability to perform all of the duties that are assigned to other custodial staff.

## **ARTICLE XVIII - TRANSFERS**

- A. A transfer is a lateral or downward change within a job classification where there is no addition or increase in compensation; for example, a move to another building, or another job within the salary classification.
- B. If an employee is temporarily transferred to a position under the employer not included in the bargaining unit and is thereafter transferred again to a position with the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Temporary transfers shall be limited to ninety (90) days.
- C. The employer shall have the right to transfer employees from one building to another whenever it is in the best interest of the operation, except that employees will not be demoted or lose seniority rights as a result of such transfer.
- D. Employees desiring to transfer laterally within classification or downwards may sign a vacancy posting or have their request on file in writing. The request shall state the reasons for the transfer, the applicant's qualifications and work experience, and other relevant information. Requests will be kept on file for a maximum of one (1) year and must be renewed each year, and will be discarded on June 30. When a vacancy arises, a lateral transfer within classification will be granted to the senior employee making the request, if his/her most recent evaluation is satisfactory.
- E. The lateral or downward transfer, if any, shall take effect prior to the promotional vacancy being filled.
- F. An employee exercising his transfer (lateral-downwards) shall not be able to, again, transfer for a period of at least one (1) year.
- G. The decision of the administration shall be final regarding all transfer requests and placement.
- H. Employees transferred under the above conditions shall retain all rights accrued for the purpose of benefits provided for in this Agreement.

## **ARTICLE XIX - VACANCIES**

- A. A "vacancy" is an open position in the bargaining unit that may be staffed on a permanent basis due to any of the following:
1. Creation of a new or additional position.
  2. Retirement, resignation, discharge, promotion, or death of the employee.
  3. An open position created by a board-approved leave or a workers' compensation leave is not considered a vacancy and can be filled with a substitute for up to one year.

- B. If a vacancy is to be filled, then the vacancy shall be posted immediately in all departments for five (5) work days, except posting of bus runs which shall be posted only in the Transportation Department. In the event the District decides not to fill a vacant position, such decision shall be made within five (5) working days and shall be communicated, in writing, to the union.
- C. The position posted shall include the following:
  - 1. Department
  - 2. Classification - job title
  - 3. Rate of pay - starting wage
  - 4. Job Description - including requirements
- D. During the posting period, the vacancy may be staffed on a temporary basis by a substitute until filled. Posted positions shall be filled within ten (10) days after the posting deadline or re-posted as prescribed above.
- E. Insofar as practicable, all openings/vacancies will be filled from within the staff and all employees are encouraged to plan and prepare for promotional opportunities. Preference shall be given to filling vacancies with individuals in the department, then to employees in other departments prior to hiring new employees, provided employees can demonstrate that they have the background, attainments and skills necessary to competently complete the tasks of the open/vacant position. However, this section does not preclude hiring from without.

#### **ARTICLE XX - TEMPORARY VACANCIES**

- A. Employees may be temporarily re-assigned to relieve other employees using sick days, or a short-term leave of absence not to exceed three (3) months.
- B. The employee working in a higher classification for three (3) continuous days or more shall receive the higher rate of pay during this period for the actual hours worked. An employee substituting in a position outside the bargaining unit shall receive the higher rate of pay during this period, but in no case more than an additional one dollar (\$1.00) per hour.
- C. Should the temporary re-assignment be to a lower rate classification, the employee shall not receive less than his/her regular assigned rate.
- D. Temporary assignments shall first be made from within a given building and department. The filling of vacancies shall be by departmental seniority. Individuals to be assigned shall have the right to refuse temporary re-assignment without prejudice.
- E. Positions that need to be filled during the summer shall be offered by seniority to those interested employees whose position is less than fifty-two (52) weeks, regardless of their qualifications for the position. This provision shall not require the District to remove a substitute or temporary employee, who has been in place for two (2) months or more. The rate of pay for such summer work shall be the base (start) rate for the classification of the work.

#### **ARTICLE XXI - TEMPORARY EMPLOYMENT\***

- A. With respect to hiring of temporary employees, their employment will be considered as an emergency need and in most cases for the summer only. However, in no case will the period of employment for these employees exceed ninety (90) calendar days.
- B. Wage rates of temporary employees shall not exceed those of regular employees.
- C. The employer shall have the right to employ students provided no regular employee is deprived of his/her work.
- D. It is understood that the provisions of this Article do not apply to substitutes who are hired to fill in for permanent employees on short-term leave (but see Article XIX - VACANCIES, A.3.).

\* See LETTER OF UNDERSTANDING, Appendix "C."

## ARTICLE XXII - LEAVES WITH PAY

### A. 1. Sick Leave

The purpose of the sick leave program is to provide income protection for the employees during periods of involuntary absence from employment due to personal illness, accident, pregnancy, and including serious illness in the immediate family. Paid sick leave shall not be granted to the probationary employee.

- a. All full-time seniority employees shall be allowed sick leave of twelve (12) days per year at the regular rate of pay.
- b. All cafeteria employees shall be allowed ten (10) days sick leave per year. Sick pay shall be based on the average work hours scheduled. For accumulated sick days, a factor of seven and one-half (7 ½) hours for manager/cooks and five and one-half (5 ½) hours for Middle School helper/cashier, four and one-half (4 ½) hours for elementary cashiers, and four hours for High School cashier shall be used to compute sick leave.
- c. All employees must report all absences, at least one (1) hour prior to normal starting times, or as soon as possible, in an emergency.
- d. Sick day usage immediately before or after a vacation, holiday or recess day shall be subject to medical proof of illness.
- e. More than five (5) consecutive days absence must be supported by a physician as a certified illness.
- f. The immediate family shall be interpreted as husband or wife, son or daughter, mother or father, sister or brother, or any dependent of the immediate household residence.
- g. If an employee shows signs of excessive use or abuse of sick leave, proof of illness may be required.
- h. Any employee who terminates employment for any reason shall have the difference, if any, between sick days earned and sick days used deducted from his/her last paycheck.
- i. The unused portion of each year's sick days shall be allowed to accumulate without limit as sick days. The purpose of accumulated sick days is for the financial protection of the employee in the event of and during the personal illness.

### B. Leaves of absence with pay not chargeable against the employee's sick time shall be granted for the following reasons:

#### 1. Jury Duty

Employees called for jury duty shall receive the difference of jury duty pay and the employee's regular days' pay.

#### 2. Court Appearance and Subpoena

Employees required to appear as a witness in any case connected with the employee's employment for the school or whenever the employee is subpoenaed to attend any school connected proceeding, provided the employee is not a party to the action.

#### 3. Bereavement

Employees shall be entitled to five (5) days leave for a death in the immediate family as defined: Immediate family shall be interpreted as husband, wife, mother, father, sister, brother, son or daughter, grandchildren, grandparents, the same relatives of spouse of the District employee, and the same step-relatives of the employee. The employee shall be entitled to one (1) day leave for the death of any other relative or member of the household. Additional days may be requested to be charged to sick or personal leave days.

#### 4. Leave for Association Business

A member of the Association selected to attend the Regional and/or State MEA/NEA meetings shall be

allowed time off without loss of time or pay to attend such meetings. The length of time shall not exceed six (6) days annually. Such time off shall be limited to the local President and one (1) other employee per classification on a given day, except as approved by the Superintendent or his/her designee.

A member appointed or selected to a position with MEA/NEA shall be granted up to one year's leave (without pay) and upon request with renewals each six (6) months after that. He/she shall retain his/her seniority.

5. Personal Business

All employees regularly employed by the Board shall be granted two (2) days of leave per year with pay which shall be designated personal leave, to transact personal business which is of urgent nature that cannot be transacted at another time, providing arrangements for such leave and reasons thereof, are made at least twenty-four hours in advance with the supervisor, and the leave request form has been signed by both parties.

In the event that such personal leave is not utilized, it shall be added to the accumulated sick leave of such personnel. The day immediately preceding or the day immediately following a legal holiday or school recess will not be recognized as a personal leave day.

### **ARTICLE XXIII - LEAVES WITHOUT PAY**

A. Family and Medical Leave

The U.S. Department of Labor Family and Medical Leave Act of 1993 will be adhered to.

1. Upon written request under this act, the Clarenceville School District will provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they worked for the district for at least one (1) year, and for 1,250 hours over the previous 12 months. Unpaid leave must be granted for any of the following reasons:
  - a. to care for the employee's child after birth or placement for adoption or foster care;
  - b. to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
  - c. for a serious health condition that makes the employee unable to perform the employee's job.
2. The District requires a 30-day advance notice when the leave is "foreseeable." The District may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work. Taking of leave may be denied if requirements are not met.
3. For the duration of FMLA leave, the Clarenceville School District will maintain the employee's health coverage, and all health related benefits, under the plan in effect. The District may use whatever means necessary to recover health premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.
4. Upon return from FMLA leave, an employee must be restored to his or her original job, or to an equivalent job with equivalent pay, benefits and other employment terms and conditions.
5. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
6. Under some circumstances, employees may take FMLA leave intermittently--which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule. This is usually taken when medically necessary to care for a seriously ill family member or because the employee is seriously ill and unable to work.
7. If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
8. Employees or employers may choose to use accrued paid leave (such as sick leave) to cover some or all of the FMLA leave.

## B. Personal Leave

Personal leaves of absence, without pay, may be granted by the Board, upon written request by a seniority employee with two (2) years of continuous employment with the District. An extension may be granted upon written request to the Board. While the employee is granted a leave of absence, s/he shall retain the following rights held by him/her before such leave was granted.

1. Upon return from leave, the employee will be granted the first available position within the specific classification from which the leave was granted. A reduction in the staff may be necessary to create a vacancy for the returning employee; if so, the employee with the least seniority in that classification shall be released.
2. The employee will continue to accrue seniority and will be credited with all unused sick days earned to the date of the beginning of the leave of absence.
3. No employee shall take a leave of absence for the purpose of seeking other employment. This does not prevent an employee from part-time employment elsewhere while on leave due to family related illness.

## C. Other Leaves Without Pay

Leave of absence up to one year, for specific reasons shall be governed by the following provisions. An extension may be granted upon written request to the Board.

### 1. Health

- a. A leave of absence for reasons of health or recommended by a physician, shall be granted up to a maximum of one (1) year and will commence after all accumulated sick time has been used.
- b. The employee seeking to return to employment after a health leave must be certified by the physician as ready and able to return to their full time work assignment. The employee shall give the District not less than thirty (30) days written notice of his/her intent to return.
- c. The employee is entitled to the same or equal position on the staff at the end of the leave if medically qualified. A reduction in the staff may be necessary to create a vacancy for the returning employee, if so, the employee with the least seniority in that classification shall be released.

### 2. Military

- a. An employee covered by this contract who terminates employment in the school district to perform active service in the Armed Forces of the United States is entitled to re-employment rights in accordance with the state and federal laws governing military leaves of absences, providing he/she meets the following requirements:
  1. Has not been dishonorably discharged.
  2. Is physically able to do the work.
  3. Reports for work within ninety (90) days of the date of such discharge, or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year.
- b. A military leave of absence is limited to one (1) term of service unless the term is extended by the government due to a national emergency.
- c. The seniority of any employee who fails to report for work within the times specified in paragraph 2, a, 3, on this page, shall be automatically broken, unless the employee gives a satisfactory reason for such failure to report.
- d. As used in this paragraph "Armed Forces of the United States" is defined as, and limited to, the United States Army, Air Force, Navy, Marine Corps, Coast Guard, Air National Guard, or any reserve component thereof.



D. Fringe Benefit Cost - Leave Without Pay

Employees with less than one year seniority will be responsible for all fringe benefit costs the first month following the use of all sick days.

Employees with more than one year of seniority will be responsible for all fringe benefit costs starting the fourth (4th) month following the use of all sick leave.

**ARTICLE XXIV - CONDITIONS OF EMPLOYMENT**

A. Health

In order to provide continuing health protection for students and other school personnel, it is agreed that upon initial employment and every year thereafter as required by law, each employee shall provide evidence of:

Pre-Employment Physical - Such state of physical and mental health that he/she is able to attend their assigned duties without undue absence during the ensuing year, and that such physical examination fee to be reimbursed by the District. Such examination shall be given by a physician approved by the Board at the expense of the District.

Other Provision - In the event the personal illness or disability could affect the employee's ability to perform assigned responsibilities, the Board may request the employee to provide a physician's certification that the employee is able to perform assigned duties. The Board may require the employee to see a physician of its choice to verify the health condition.

B. Bus Driver Certification

1. In accordance with the laws of Michigan, a chauffeur's license with a CDL BP endorsement is necessary. A copy of the driver's past driving record will be required by the District and State.
2. A driver must meet all State Department qualifications at all times. A driver who fails any of these qualifications at any time which cannot be corrected shall be immediately dismissed from employment with the District. If a driver is re-hired under these provisions, the seniority will revert to the previous seniority date.

C. In-Service Training

1. All drivers must attend and complete the Michigan School Bus Driver Education Course and meet the requirements of Section 305A of the Michigan Vehicle code.
2. Drivers who do not meet the qualifications in 1. above, shall be required to sign a training agreement with the District specifying that they shall reimburse the District the cost of training and licensing if they leave the employ of the District within one (1) year after meeting such qualifications and being licensed.
3. Other Employee Training - The Board will provide in-service training annually during paid time, for all personnel, at no expense to the employees. Reasonable expenses shall be approved by the Board.

D. Safety

1. Bus Drivers - If an administrator of the District feels that a driver is not able to drive a route during any one trip, he may release the driver from such a run until he feels the driver is capable of handling the bus in full safety of the children.
2. Drug and Alcohol Abuse
  - a. Drug Free Workplace

The Board will comply with the Drug Free Workplace Act of 1988. The Board, through the administration, shall develop and implement a drug-free awareness program, and at a minimum, take whatever actions are necessary and appropriate in order to comply with the Act.

The unlawful manufacture, distribution, possession, sale or use of a controlled or illegal substance

or alcoholic beverage is prohibited on or at all district buildings and properties, work areas, school owned or school approved vehicles, and at school-sponsored or school approved activities, events or functions, such as field trips or athletic events which occur off school property. An employee who violates these prohibitions may be subject to disciplinary action as provided by Article XI of this Agreement, and/or may be required to satisfactorily participate in a drug assistance or rehabilitation program.

The Board also authorizes and directs the establishment of an employee assistance program that will be available to district employees. Drug counseling shall be one of the services available through the employee assistance program. The program shall be established by mutual agreement between the District and the Union.

b. Drug and Alcohol Testing

The Board will comply with the Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations. The Board, through the administration, shall develop and implement a drug and alcohol testing program, and at a minimum, take whatever actions are necessary and appropriate in order to comply with the Act and implementing regulations. Procedures or administrative guidelines which go beyond the parameters of the Act shall be mutually agreed between the parties prior to implementation.

E. Personnel File

All medical reports and bus drivers' state driving reports shall become part of the employee's personnel file.

F. Professional Growth

1. In order that promotions may be made from within, employees are encouraged to attend classes, workshops, and conferences beneficial for self-improvement.
2. Employees may be granted permission to attend work-related conferences or workshops approved by their immediate supervisor. Related expenses for classes, workshops, and conferences to be paid by the District.
3. Upon request, a summary report shall be submitted to the immediate supervisor within ten (10) work days of said classes, workshops, or conferences.

### **ARTICLE XXV - WORK SCHEDULES**

A. Full-Time Employees (Custodial, Maintenance, Secretarial, Transportation Mechanic)

1. An employee shall be considered full time when the employee has successfully completed the probationary period and is regularly scheduled to work a full day on a permanent basis. The normal work day for all full-time employees shall be eight (8) hours, exclusive of the lunch hour and normal work week forty (40) hours. The work year for employees shall include days worked, paid leave days, vacation days, and holidays.
2. The pay period for any one week shall be defined as starting at 12:01 a.m. Monday and terminating at midnight the following Sunday.
3. Regular employees who are rescheduled to work weekends, Saturday and Sunday, as a part of their normal forty (40) hour week, shall be paid an additional twenty-five (25) cents per hour for Saturday or Sunday, in addition to any other shift premium ordinarily paid for his/her normal shift.
4. No employee is to leave his/her assigned work station or building once the work shift begins unless permission is given beforehand by the immediate supervisor.
5. The day shift is any shift starting before 12:00 noon.
6. The afternoon shift is any shift starting after 2:00 p.m., but no later than 7:00 p.m. All employees in the bargaining unit whose shift starts at 2:00 p.m. or later, but before 7:00 p.m., shall receive ten (10) cents per hour added to their normal hourly wage as a shift premium bonus.
7. The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.

8. In a normal work day there shall be two (2) fifteen (15) minute rest periods - one (1) about mid-point of the first four (4) hours and one (1) about mid-point of the second four (4) hours, and a ½ hour lunch period.
9. Summer hours for Secretarial Department employees shall be thirty-seven and one-half (37 ½) hours per week with pay for a forty (40) hour week. Summer hours shall begin on the first (1st) Monday following the close of school and shall end one (1) week before school begins.

B. Regular Part-Time Employees (Cafeteria, Transportation)

1. The normal work day for all regular part-time employees shall be less than eight (8) hours.
2. The hours of work shall be determined by the Administration. It is the understanding of the parties that any determination of hours of work shall not be considered as a guarantee of hours per day or week.
3. Employees shall be entitled to one (1) fifteen (15) minutes rest period within each four (4) hour work period. Rest periods shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period: thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulated if not taken. Employees working less than four (4) hours shall not be entitled to a rest period.

Employees working at least six (6) hours per day are also entitled to a thirty (30) minute lunch period, exclusive of rest periods.

4. Cafeteria

All cafeteria employees working under this Agreement shall be paid on the basis of rate per hour, hours per day, days school is in session when lunch is served, plus any time the supervisor may request for special occasions and the opening and closing of the school year. Cafeteria employees' starting and quitting time may vary by each school's needs and determined by management.

## **ARTICLE XXVI - BUS SCHEDULING**

A. Regular Runs

1. Bus Drivers

The normal work schedule for bus drivers will be the basic run. A basic run will consist of AM and PM runs.

- a. Regular Runs - Bus drivers will select the series of runs assigned to a specific bus as regular AM and PM runs for the school year prior to the opening of school in order of seniority and ability. If, during the year, a run becomes vacant, the driver will be permitted to transfer to such vacant run in order of seniority, ability, and any other relevant factors required by law. Drivers will be permitted to bid on runs that would increase the work schedule by fifteen (15) minutes or more.
  - b. Bus Upkeep and Pre-Trip Inspection - Each driver shall be allowed thirty (30) minutes each day for the preparation of buses to include a pre-trip inspection each time the bus leaves the garage and clean up after the bus returns at the end of the day.
2. Noon runs will be bid by seniority when AM and PM bidding is complete. If no bids are made, runs will be assigned by supervisor in reverse seniority.
  3. The District will make available a copy of route and time schedules at least five (5) days prior to the first bus driver meeting for the school year.
  4. When a driver has thirty (30) minutes or less between runs, and/or field trips, his/her time shall be computed as continuous.

B. Other Driving

1. Additional Driving Time

a. Any additional bus driving time not covered by items in this contract will be bid on a seniority basis.

b. When additional runs become available, seniority drivers who already have an additional run, may relinquish that run and accept the new run. The former run will be posted for bidding.

A driver shall not have two additional runs unless all drivers on the seniority list have had an opportunity to bid on additional runs. The additional run must not conflict with the driver's regular run.

c. When a driver is absent from any scheduled portion of his daily run, the seniority driver will have the option of working any additional runs.

d. Summer driving time will be assigned to a summer schedule based on seniority and availability.

2. Special Education Runs Outside of the District

Special education runs outside of the District will be placed on a bid basis if the run is not assigned to the transportation department of another school district or firm in a cost-reducing effort. If the Clarenceville School District Transportation Department accepts assignment of such runs from another school district, Clarenceville School District employees shall be assigned to such runs. These runs will be assigned to the regular seniority drivers most capable in handling such students, as determined by the District.

C. Field Trips

1. Procedures

a. The driver will work the entire day of the scheduled trip.

b. All school connected events, other than regular daily runs, where students are transported by a bus, will be considered field trips. A regular seniority driver will be assigned.

c. Special vehicles, such as station wagons or other smaller vehicles are excluded from the terms of this contract unless a regular bus driver is assigned to its use. Delivery truck will be assigned to the Maintenance or Transportation Department depending on the content to be hauled and time schedule. This will be determined by the supervisor.

d. A list of drivers who are eligible to accept field trips shall be posted and trips rotated among drivers according to seniority.

e. Field trips will be posted forty-eight hours (2 days), prior to departure time except in emergency situations. Field trip time may be equalized as far as practicable for seniority drivers.

f. Drivers will receive their regular hourly rate while assigned on field trips. They shall be paid at the rate of one and one-half times (1-1/2) on Saturdays and Sundays and double time (2) on holidays.

g. A driver will be required to check the trip board each time he/she reports to and returns from duty to accept or refuse trips.

h. A driver must not accept a trip for another driver.

i. If a driver is absent, it shall be the duty of the next driver on the list to bring the absence to the attention of the supervisor who will mark the driver absent.

j. Drivers are not allowed to exchange field trips.

k. If a driver finds it necessary to return a trip to the box that has been signed out for, the supervisor will be notified of this action and the reason the trip was returned.

- l. Drivers who have been assigned a field trip will not cancel or withdraw from the assignment with less than a 24-hour notice to the supervisor of transportation, except for dire emergency.
    - m. Once a trip has been refused by all drivers, the trip will then be assigned to a probationary driver and then to a substitute driver. A driver does not have to refuse the same field trip twice.
  2. Daytime Trips
    - a. If a daytime trip (Monday through Friday) is postponed or canceled, the driver must accept or refuse the next available trip.
    - b. Any time a driver reports for a daytime trip and the trip is canceled Monday-Friday, the driver will receive one hour's pay plus the next trip in the box.
    - c. On an "in-district" run where there is a lay-over time involved, this will be considered a field trip and will follow field trip procedure
    - d. Taking students from a school to a destination within the District, (shuttle run) where there is no lay-over time involved, shall not be considered a field trip and driving will be assigned on a seniority basis.
  3. Emergency Trips
    - a. Emergency trips must be accepted or refused by the next driver who has not signed out.
    - b. An emergency field trip will be posted and processed as soon as possible and no later than the day of the trip. Such assignment will be made to the next driver signing for it and will not be charged as a turn in the field trip rotation.
  4. Night or Weekend Trips
    - a. Should a night (after 5:00 p.m.) or weekend (Saturday or Sunday) trip be canceled and the driver is not notified until after reporting for duty, the driver may have the next available trip plus payment of two (2) hours' salary.
    - b. Minimum time for weekend trips shall be three (3) hours for each trip, when time is split.
    - c. At the request of the driver, the trip sponsor shall follow the driver back to the garage for safety purposes whenever return from a trip is done after sunset. This will take place after all of the students have been safely returned to the responsibility of the parent as determined by the sponsor.
  5. Overnight Trips
    - a. On overnight trips, drivers will be paid the regular field trip rate from the time they are required to report for duty until they are no longer required to work each day, plus reasonable expense for room and meals.
  6. Vehicle Care and Preparation
    - a. Fifteen (15) minutes will be allowed on field trips before school departure time Monday through Friday and thirty (30) minutes on weekends and holidays.
    - b. A straight fifteen (15) minute time will be given for clean-up and parking the bus from the time the field trip is signed in by the sponsor. This is regardless of the actual time it takes, i.e., ten (10) or twenty (20) minutes.

## **ARTICLE XXVII - EVALUATION**

The purpose of employee evaluation is to improve employee work performance. In the event an employee has more than one immediate supervisor, the District shall designate an evaluator, and shall inform the employee in writing prior to the beginning of the evaluation process.

A. Evaluation Criteria, Seniority and Probationary Evaluation Timelines

1. Each bargaining unit member, upon his/her employment or, for seniority employees, at the beginning of the appropriate work year, shall be provided a copy of the specific criteria upon which s/he will be evaluated. The criteria shall be limited to the actual performance of the job duties which are a part of the job performed. Evaluation criteria for each bargaining unit classification shall be based on the job description. Work outside of the bargaining unit member's normally-assigned duties shall not be formally evaluated.
2. Seniority employees shall be evaluated at least once every two (2) years with the evaluation being completed by May 15<sup>th</sup> of any given year. Probationary employees shall be evaluated prior to the end of the probationary period, and such evaluation shall include a recommendation from the evaluating supervisor. The recommendation shall be for a) seniority status when the probationary period has ended, or b) for continued probation pursuant to Article XII, Section B., or C) for termination of employment.

B. Written Evaluations

1. All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) working days after the evaluation is completed. The bargaining unit member shall sign and shall be given a signed copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that s/he necessarily agrees with the contents of the evaluation. If the bargaining unit member disagrees with the evaluation, s/he may submit a written response, which shall be attached to the file copy of the evaluation in question. All written evaluations, along with any employee response(s), shall be placed in the bargaining unit member's personnel file. At the employee's request, the evaluator shall hold a conference with the employee for the purpose of reviewing the written evaluation.
2. Each bargaining unit member's evaluation shall include at the conclusion of the report a statement indicating that the evaluator has determined the employee's work performance to be either "satisfactory" or "unsatisfactory".

C. Unsatisfactory Performance Evaluation

1. In the event that a bargaining unit member's work performance is found to be unsatisfactory, the evaluator shall list specific elements of the job duties that have not been performed in a satisfactory manner, shall identify specific actions which the employee is to take to meet a satisfactory performance standard, and shall specify the assistance, if any, to be given to the employee to help the employee attain a satisfactory performance standard. The evaluator shall establish a timeline for such improvement to take place prior to re-evaluation. Such timeline shall provide a reasonable amount of time for the District to provide the assistance, if any, specified in the evaluation, and for the employee to take the actions specified as necessary to meet a satisfactory performance standard.
2. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. Failure to evaluate an employee as prescribed herein shall be interpreted to mean that the employee's performance is satisfactory.

**ARTICLE XXVIII - RATES FOR NEW JOBS**

When a new job is placed in a bargaining unit and cannot be properly placed in an existing classification, the employer will notify the Association prior to establishing a classification and rate structure. In the event the Association does not agree that the description and rates are proper, it shall be subject to negotiations.

**ARTICLE XXIX - OVERTIME**

Overtime shall be defined as hours worked continuously in excess of eight (8) hours in any one work shift, or in excess of forty (40) hours in any work week as defined. All overtime must be approved by the supervisor or Administration.

A. Minimum Call-In

1. All regular custodial/maintenance employees called in for emergency, and who report for such duty, shall be paid a minimum of two (2) hours and time and one-half.

2. All regular cafeteria and transportation employees called in shall be paid a minimum of two (2) hours.
- B. Whenever possible within a department, overtime shall be on a rotating basis.
- C. The rate of overtime pay shall be one and one-half times the regular hourly rate for all hours worked over 40 hours per week.
- D. Employees called in for extra activities shall be paid at the rate of time and one-half.
- E. A cafeteria employee(s) will be called in whenever District kitchen facilities are used by an outside group (i.e., a group not directly affiliated with the District). Additional work time will be approved when necessary for a cafeteria employee to reorganize equipment or ala carte items after use of the kitchen facilities for purposes other than normal school meals.

### **ARTICLE XXX - CLASSIFICATION SCHEDULE**

- A. The classification schedule of employees covered by this Agreement shall show the following: department, classification, location (work site), and number of weeks worked per year, and shall be set forth in Appendix "B" incorporated in this Agreement.
- B. An employee may request a reclassification if the duties and responsibilities of his/her position are substantially changed. The request must be submitted in writing, with copies to the District, immediate supervisor and Association.

### **ARTICLE XXXI - HOLIDAYS**

- A. All seniority full-time employees shall be paid their regular straight-time hourly rate for the following holiday and recess days when such days fall within their work year:

Independence Day  
 Labor Day  
 Thanksgiving Day  
 Friday after Thanksgiving  
 Winter Recess - December 24 through January 1 inclusive  
 Good Friday  
 Easter Monday  
 Memorial Day

- B. 1. Bus Drivers

All seniority regular bus drivers shall be paid their regular hourly rate for the following holiday and recess days:

Labor Day (if school is in session)  
 Thanksgiving  
 Day after Thanksgiving  
 December 24, 25, 31  
 January 1  
 Good Friday  
 Easter Monday  
 Memorial Day  
 Independence Day (summer aides and drivers only)

2. Bus Aides

Thanksgiving  
 December 24, 25, 31  
 January 1

- C. Should a designated holiday fall on Sunday, Monday shall be considered as the holiday. Should a designated holiday fall on Saturday, Friday shall be considered as the holiday; provided, however, that if school is in session, the Association and the Board shall agree upon an alternate date.
- D. In order to qualify for paid holidays, the employee shall be required to work the regular work day before and after such holiday unless absence from work is due to illness or excused absence. Medical proof of such illness shall be required as a basis for granting sick leave pay under this clause.
- E. For official religious holidays other than those listed above, employees may use personal business or vacation days.

**ARTICLE XXXII - VACATIONS**

Full-time seniority employees shall be granted vacations with pay in accordance with this schedule and vacation days are to be paid at the regular basic hourly wage without shift premium allowance.

All vacation schedules must be approved by immediate supervisor.

Vacation days not taken cannot be accumulated and used the following year.

Vacation days for new employees with service less than one (1) year shall be computed on the basis of 5/6 of a workday for each full month of service.

When a holiday is observed by the employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

Vacation Pay Advance

If a regular payday falls during an employee's vacation, he may request a paycheck before vacation upon written request at least two (2) weeks in advance of his/her vacation.

Full-Time Employee Vacation Schedule

One (1) year of service to five (5) years	10 days vacation
Six (6) years of service	11 days vacation
Seven (7) years of service	12 days vacation
Eight (8) years of service	13 days vacation
Nine (9) years of service	14 days vacation
Ten (10) years of service	15 days vacation
Twelve (12) years of service and over	20 days vacation

Vacation for Bus Drivers

All seniority transportation employees in the District shall receive vacation pay based on their daily straight-time rate of pay for the number of days they are eligible according to the following schedule:

1-5 years	8 days vacation
6 years	9 days vacation
7 and 8 years	10 days vacation
9 years	11 days vacation
10 and 11 years	12 days vacation
12 years	13 days vacation
13 and 14 years	14 days vacation
15 and 16 years	15 days vacation
17 years	16 days vacation
18 and 19 years	17 days vacation
20 years and over	20 days vacation

Vacation checks will be issued on the last payday of the school year.



Cafeteria

Vacation pay is included as part of the (in lieu of) pay as stipulated on the salary schedule Appendix A and B.

Bus Aides

After one year of service, the bus aide will receive the equivalent of two days pay to their pay schedule - see ARTICLE XLI, Section C.

**ARTICLE XXXIII - CLOTHING ALLOWANCE**

The bus mechanic shall be furnished three (3) uniform changes per week.

**ARTICLE XXXIV - UNUSED SICK DAYS**

- A. Any employee who dies or has terminated employment with the District, shall be entitled to receive one-half (½) of his/her accumulated unused sick days, not to exceed one hundred (100) days paid at his/her current rate. (Current employees in maintenance, custodial, cafeteria and transportation hired prior to 6/30/92 will be grandfathered with one-half his/her accumulated sick days with no cap. Employees in the secretarial department retain current cap of one hundred (100) days.) Any new employee covered by this contract and hired after April 1, 1995, shall not be entitled to any benefits under this article.
- B. In the event an employee dies while employed by the District, his/her designated beneficiary or estate shall receive what benefits the deceased employee has earned, including accumulated unused sick days as stated above.
- C. An employee that may be promoted or transferred into a full time position from a part time position as defined in this Agreement, shall have their sick days pro-rated at each position for retirement or termination purposes.

When computing pay for item (A) above, the accumulated sick days in each classification worked will be paid off at the current rate at the time of termination or retirement.

Example: Employee has worked twenty years as a cafeteria cook/helper and two years as a custodian and retires.

Computation: Cafeteria employee accumulated 100 days,  $100 \times \frac{1}{2} \times \text{scheduled hours} \times \text{current rate} = \text{pay off}$ .

Custodial employee accumulated ten days,  $10 \times \frac{1}{2} \times 8 \text{ hour day} \times \text{current rate} = \text{pay off}$ .

**ARTICLE XXXV - WORKERS' COMPENSATION**

Each employee will be covered by the applicable workers' compensation laws.

After ninety (90) days on workers' compensation, it is the employee's responsibility to pay for all fringe benefits.

Note: LETTER OF UNDERSTANDING - EMPLOYEE SAFETY COMMITTEE APPENDIX "D"

**ARTICLE XXXVI - INSURANCE PROTECTION**

The Board agrees to provide the insurance protection program(s) set forth herein for all eligible employees:

A. MESSA PAK \*

- 1. Plan A - for employees selecting MESSA health insurance.

Health - Super Care I (\$100/\$200 deductibles, \$5 drug co-pay)

Delta Dental - 80/80/80 80: \$ 800: \$1000

Negotiated Life - \$10,000 AD & D

Vision - VSP 2

- 2. Plan B - for employees not selecting MESSA health insurance

Cash Payment - The Board will pay fourteen hundred (\$1400) dollars per year, in equal monthly installments, to each full-time employee, and seven hundred (\$700) dollars per year, in equal monthly installments, to each part-time employee. (See cafeteria plan and payroll deduction provisions.)

Delta Dental - 80/80/80 80: \$ 800: \$1000

Negotiated Life - \$15,000 AD & D

Vision - VSP 2

B. Full-Time Employees (Custodial, Maintenance, Secretarial, Transportation Mechanic)

1. From July 1, 1998 through June 30, 1999, the Board will pay the premium for full family coverage up to \$625 per month.

From July 1, 1999 through June 30, 2000, the Board will pay the premium for full family coverage up to \$645 per month.

From July 1, 2000 through June 30, 2001, the Board will pay the premium for full family coverage up to \$665 per month.

2. In the event the monthly premium is greater than the amount of the Board's payment specified in section 1., the affected employees shall pay the difference. Such payment will be made through a Section 125 plan, with pre-tax funds.

In the event the monthly premium is less than the amount of the Board's payment specified in section 1., the Board will pay the difference into a CMESPA insurance fund, which shall be maintained to supplement the Board's payment in a contract year when the Board's specified payment is less than the monthly premium.

In the event the CMESPA insurance fund is depleted to the extent that insufficient funds remain to pay supplemental payments as described herein, CMESPA may make such changes in the insurance plan as will cause the monthly premium to be decreased to a level that is within the parameters prescribed herein.

3. The employee must be a regular, full-time seniority employee. This coverage shall include eligible dependent children.

C. Part-time Employees (More than four hours, but less than eight hours per day)

1. The Board will pay the premium, up to the amounts specified in section 2. (below) for individual (single) coverage for either Plan A coverages or Plan B (above) as selected by the employee. Regular part-time seniority employees working more than four (4) hours per day will be eligible for single subscriber coverage and may elect additional family coverage through payroll deduction.

From July 1, 1998 through June 30, 1999, the Board will pay the premium for single coverage up to \$300 per month.

From July 1, 1999 through June 30, 2000, the Board will pay the premium for single coverage up to \$310 per month.

From July 1, 2000 through June 30, 2001, the Board will pay the premium for single coverage up to \$320 per month.

2. In the event the monthly premium is greater than the amount of the Board's payment specified in Section 1., the affected employees shall pay the difference. Such payment will be made through a Section 125 plan, with pre-tax funds.

In the event the monthly premium is less than the amount of the Board's payment specified in Section 1., the Board will pay the difference into a CMESPA insurance fund, which shall be maintained to supplement the Board's payment in a contract year when the Board's specified payment is less than the monthly premium.

In the event the CMESPA Insurance fund is depleted to the extent that insufficient funds remain to pay supplemental payments as described herein, CMESPA may make such changes in the insurance plan as will cause the monthly premium to be decreased to a level that is within the parameters prescribed herein.

D. Payroll Deduction

The District agrees to provide payroll deduction for tax-deferred annuity payments and for MPSERS retirement service, on a pre-tax basis, upon individual employee authorization. Such payroll deductions as are currently provided shall continue to be provided, upon employee request and authorization.

E. Liability Insurance

The Board shall provide liability insurance to include all employees under this Agreement while in the line of duty with the District.

F. Tax-Deferred Annuities

All tax-deferred annuity plans offered by the Board shall be made available to employees.

**ARTICLE XXXVIII - ASSOCIATION BULLETIN BOARDS**

A. The employer will provide bulletin boards in each building which may be used by the Association for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of election.
3. Notices of results of elections.
4. Notices of meetings.

B. A copy of notices will be forwarded to the employer.

C. The membership of this bargaining unit shall have the privilege of using the appropriate school buildings' facilities at all reasonable hours according to Board policy for Association business.

**ARTICLE XXXIX - MISCELLANEOUS PROVISIONS**

A. Open Personnel File

Non-confidential material shall not be placed in any employee's personnel file unless or until such employee has been given opportunity to read such material. "Non-confidential" is herein defined to mean all materials placed in such file subsequent to employment.

Each employee may submit his/her written and signed answer to any such material and the answer shall be included in his/her personnel file.

Each employee may examine his/her current employment record upon written request. The review of the file contents must be done in the office of the responsible administrator and in the presence of said administrator.

B. Mileage

Employees required to use their own transportation in performing their job shall be paid at the rate as provided in the present Board policy.

C. Informing Employees

The employer further agrees to furnish each employee in the bargaining unit with a copy of the existing Master Agreement thirty (30) days after it becomes effective. New employees shall be provided with a copy of the Master Agreement at the time of hire.

D. Copies of Agreement

Copies of this Agreement shall be printed at the expense of the Board and presented to all members of this Association now employed or hereafter employed by the Board.

This Agreement shall supersede any rules and/or regulations of the Board which are contrary to or inconsistent with the terms herein.

E. In case of heavy snow or other emergencies, employees called in to work will be given an additional day of their choice.

## ARTICLE XL - CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment of decree no appeal has been taken, such provision shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect. In such instances, the parties shall meet promptly to negotiate appropriate provision(s) to replace that (those) deemed void and inoperative.

## ARTICLE XLI - TRANSPORTATION WAGE COMPENSATION

A. Bus Drivers

Bus drivers' regular scheduled runs shall be balanced to two (2) hours AM and two (2) hours PM plus one-half hour for cleaning and gas up of buses. A total of four (4) hours and thirty (30) minutes per day, plus any other 180 day schedule will be paid if the entire day is completed. Kindergarten and O.T.C. runs are paid at two (2) hours.

B. The total scheduled daily time to be computed and multiplied by the driver's hourly rate will be used to obtain daily pay. This daily wage will be multiplied by 201 days to determine the yearly salary. This will be paid in twenty (20) equal pays. The following days are used to compute salary schedule:

School session days	180	(per teacher contract)
Personal sick days	10	
Personal leave days	2	
Holidays	<u>9</u>	(Note: see Article XXXI, Item B)
	201 days	

C. Bus Aides Wage Computation

The total scheduled daily time to be computed and multiplied by the aide's hourly rate will be used to obtain daily pay. This daily wage will be multiplied by 191 days for traditional school year schedule, or 242 days for year round schedule, to determine the yearly salary.\* This will be paid in twenty (traditional) or twenty-six (year round) equal pays. The following days are used to compute the salary schedule:

School session days	180	230	(per teacher contract & law)
Personal sick days	5	6	
Personal leave days	1	1	
Holidays	<u>5</u>	<u>5</u>	
	191 days	242 days	

\*For bus aides with more than one year of service:

Vacation	<u>2</u>	<u>2</u>	
	193 days	244 days	

D. All sick leave accumulated by the employee shall be used for the purpose of personal illness. Once all the accumulated sick days have been used, the employee will be paid according to the schedule. Any absences will be deducted from these wages based on the daily schedule run for that employee.

E. In order to qualify for paid holidays, an employee shall work the regular work day before and after the holiday unless absence from work is due to illness. Medical proof of such illness shall be required as a basis for granting sick leave under this clause.

**ARTICLE XLII-DURATION OF AGREEMENT**

- A. This Agreement and the provisions hereto, when signed by the proper officers of the Board and the Association, shall become operative as of July 1, 1998, and shall continue to and include June 30, 2001.
- B. Nothing in this contract shall prevent the Board from using volunteers in providing services in the District.
- C. This Agreement shall supercede any provision under previous contracts between the Board and the Association.

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

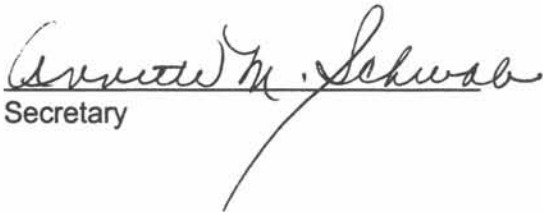
BOARD OF EDUCATION  
CLARENCEVILLE SCHOOL DISTRICT

CLARENCEVILLE MICHIGAN  
EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION, MEA/NEA

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Secretary

December 10, 1998  
Date

December 10, 1998  
Date

**APPENDIX A-1**

**1998-1999 HOURLY RATES**

Experience Year(s)	Start	90 Days	1 Year	2 Years
<b>CLASSIFICATION</b>				
<b>Maintenance</b>				
Skilled, HVAC/Plumbing	18.15	18.54	18.68	19.21
Semi-Skilled	14.70	15.07	15.36	15.75
Semi-Skilled-Utility	14.70	15.07	15.36	15.75
General Warehouse	14.34	14.73	15.04	15.40
<b>Custodial</b>				
Head Senior High	14.34	14.73	15.04	15.40
Head Middle School	14.13	14.51	14.75	15.17
Head Elementary	13.91	14.29	14.55	14.98
Pool	13.62	13.97	14.23	14.65
Custodian I/Auditorium	13.27	13.65	13.89	14.28
<b>Mechanic</b>	18.15	18.54	18.68	19.21
<b>Cafeteria</b>				
Manager/Cook	10.09	10.48	10.70	11.11
Helper	8.57	8.97	9.20	9.63
Pay in lieu of Vacation/Recess/Holidays				
Experience Years	1-5 years	6-10 years	11-15 years	16 years plus
Per Hour Rate	\$0.57	\$0.73	\$0.88	\$1.05

Experience Year(s)	Start	90 Days	1 Year	2 Years	3 Years	4 Years
<b>CLASSIFICATION</b>						
<b>Transportation</b>						
Bus Drivers	10.93	11.27	11.71	12.29	13.14	14.10
Bus Aides	9.03	---	9.64	10.16	10.75	---

Experience Year(s)	Base	1	2	3	4	5	6-9	10
<b>CLASSIFICATION</b>								
<b>Secretaries</b>								
Level I	11.89	12.30	12.72	13.83	14.29	14.77	15.39	15.63
Level II	11.28	11.70	12.11	13.20	13.68	14.21	14.77	15.00
Level III	10.69	11.10	11.52	12.62	13.13	13.61	14.22	14.44

**APPENDIX A-2**

**1999-2000 HOURLY RATES**

Experience Year(s)	Start	90 Days	1 Year	2 Years
<b>CLASSIFICATION</b>				
<b>Maintenance</b>				
Skilled, HVAC/Plumbing	18.57	18.97	19.11	19.65
Semi-Skilled	15.04	15.42	15.71	16.11
Semi-Skilled-Utility	15.04	15.42	15.71	16.11
General Warehouse	14.67	15.07	15.39	15.75
<b>Custodial</b>				
Head Senior High	14.67	15.07	15.39	15.75
Head Middle School	14.45	14.84	15.09	15.52
Head Elementary	14.23	14.62	14.88	15.32
Pool	13.93	14.29	14.56	14.99
Custodian I/Auditorium	13.58	13.96	14.21	14.61
<b>Mechanic</b>	18.57	18.97	19.11	19.65
<b>Cafeteria</b>				
Manager/Cook	10.32	10.72	10.95	11.37
Helper	8.77	9.18	9.41	9.85
Pay in lieu of Vacation/Recess/Holidays				
Experience Years	1-5 years	6-10 years	11-15 years	16 years plus
Per Hour Rate	\$0.58	\$0.75	\$0.90	\$1.07

Experience Year(s)	Start	90 Days	1 Year	2 Years	3 Years	4 Years
<b>CLASSIFICATION</b>						
<b>Transportation</b>						
Bus Drivers	11.18	11.53	11.98	12.57	13.44	14.42
Bus Aides	9.24	---	9.86	10.39	11.00	---

Experience Year(s)	Base	1	2	3	4	5-9	10
<b>CLASSIFICATION</b>							
<b>Secretaries</b>							
Level I	12.58	13.01	14.15	14.62	15.11	15.74	15.99
Level II	11.97	12.39	13.50	13.99	14.54	15.11	15.35
Level III	11.35	11.78	12.91	13.43	13.92	14.55	14.77

**APPENDIX A-3**

**2000-2001 HOURLY RATES**

Experience	Year(s)	Start	90 Days	1 Year	2 Years		
<b>CLASSIFICATION</b>							
<b>Maintenance</b>							
Skilled, HVAC/Plumbing		19.00	19.41	19.55	20.10		
Semi-Skilled		15.39	15.77	16.07	16.48		
Semi-Skilled-Utility		15.39	15.77	16.07	16.48		
General Warehouse		15.01	15.42	15.74	16.11		
<b>Custodial</b>							
Head Senior High		15.01	15.42	15.74	16.11		
Head Middle School		14.78	15.18	15.44	15.88		
Head Elementary		14.56	14.96	15.22	15.67		
Pool		14.25	14.62	14.89	15.33		
Custodian I/Auditorium		13.89	14.28	14.54	14.95		
<b>Mechanic</b>		19.00	19.41	19.55	20.10		
<b>Cafeteria</b>							
Manager/Cook		10.56	10.97	11.20	11.63		
Helper		8.97	9.39	9.63	10.08		
Pay in lieu of Vacation/Recess/Holidays							
	Experience Years	1-5 years	6-10 years	11-15 years	16 years plus		
	Per Hour Rate	\$0.59	\$0.77	\$0.92	\$1.09		
Experience	Year(s)	Start	90 Days	1 Year	2 Years	3 Years	4 Years
<b>CLASSIFICATION</b>							
<b>Transportation</b>							
Bus Drivers		11.44	11.80	12.26	12.86	13.75	14.75
Bus Aides		9.45	---	10.09	10.63	11.25	---
Experience	Year(s)	Base	1	2	3	4-9	10
<b>CLASSIFICATION</b>							
<b>Secretaries</b>							
Level I		13.31	14.48	14.96	15.46	16.10	16.36
Level II		12.67	13.81	14.31	14.87	15.46	15.70
Level III		12.05	13.21	13.74	14.24	14.88	15.11



**APPENDIX B - DEPARTMENTS/CLASSIFICATIONS/LOCATION/WEEKS WORKED**

DEPARTMENT/ Classifications	LOCATION	WORK WEEKS
<b>DEPARTMENT - MAINTENANCE</b>		
<b>Maintenance Classifications</b>		
Skilled, HVAC/Plumbing	Maintenance	52
Semi-Skilled	Maintenance	52
Utility	Maintenance	52
General Warehouse	Maintenance	52
<b>DEPARTMENT - CUSTODIAL</b>		
<b>Custodial Classifications</b>		
Head Custodian	Each School	52
Pool	High School	52
Custodian I/Auditorium	Each School	52
<b>DEPARTMENT - CAFETERIA</b>		
<b>Cafeteria Classifications</b>		
Manager -Cook	Each School	***
Helper/Cashier	High/Middle/Elementary Schools	***
<b>DEPARTMENT - TRANSPORTATION</b>		
<b>Transportation Classification</b>		
Mechanic	Bus Garage	52
Bus Drivers	Bus Garage	See Article 52
Bus Aides	Bus Garage	See Article 52
<b>DEPARTMENT - SECRETARIAL</b>		
<b>Level I Secretarial Classifications</b>		
Payroll	Board Office	52
Secretary, Maintenance, Custodial, Transportation	Maintenance	52
Secretary, Secondary Principals	Schools	52
Secretary, Elementary Principals	Schools	52
<b>Level II Secretarial Classifications</b>		
Accounts Payable/Receivable	Board Office	52
Secretary, Counselors	High School	48
Secretary, Counselors/Records	Middle School	46
Secretary, Continuing Education	High School	46
Secretary, Food Service	High School	46
<b>Level III Secretarial Classifications</b>		
Secretary, Librarians/Office	Schools	46/42
Child Accounting	High School	52
Receptionist	Board Office	52
*** Full school days and a few days before and after the student year		
NOTE: This table shall not be a guarantee of the assigned weeks per year. Any change in the work week schedule shall be made known to the employees and Association as soon as possible, but not later than two weeks before the change. If a reduction of hours or days is made in a position, such reduction shall be made as provided in Article XII - Layoff and Recall.		

### **LETTER OF UNDERSTANDING - Appendix C**

It is understood and herein agreed between the Clarenceville School District and Clarenceville M.E.S.P.A. that the current Agreement between the parties shall be modified and that such modification shall be continued and made part of successor agreements except as modified by mutual agreement between the parties. The parties do hereby agree as follows:

1. ARTICLE II--AGENCY SHOP, section A., paragraph 5. shall be modified by inserting the word "calendar" in line six (6), after "ninetieth (90)", such that the line shall read; "...the ninetieth (90) calendar day following the beginning of their employment...".
2. ARTICLE XXI--TEMPORARY EMPLOYMENT, section A. shall be modified by deletion of the word "consecutive" and replacing it with the word "calendar" in the second sentence after "ninety (90)", such that the sentence shall read; "However, in no case will the period of employment for these employees exceed ninety (90) calendar days."

It is further understood and agreed between the parties, that the following procedures shall be followed:

The District administration shall immediately notify the Union's President and Executive Director when any person is employed or contracted by the District to do work that is within the scope of Article I--RECOGNITION of the parties' collective bargaining agreement. When such contract or employment is deemed "temporary" by the administration, and continues for more than five (5) working days, the administration shall provide to the Union a written explanation, including:

1. the expected duration of such "temporary" work;
2. rationale for not hiring a permanent, bargaining unit employee; and,
3. a general listing of the specific duties/work to be performed by said "temporary" employee or contractor.

When a temporary employee has worked for up to ninety (90) calendar days in a classification, such individual(s) shall not be re-employed in that classification until after at least a ninety (90) calendar day interruption in such work, except as the parties may agree in writing to modify such provision.

### **LETTER OF UNDERSTANDING - EMPLOYEE SAFETY COMMITTEE - Appendix D**

The parties agree that the prevention of on-the-job injuries is a joint responsibility that can best be accomplished by District management and the Association working together.

A joint Employee Safety Committee shall be established, and shall be composed of one (1) Association member per work site, selected by the Association, and at least two (2) administrators or supervisors, selected by the Superintendent or his/her designee. The committee shall meet as necessary, but at least two (2) times annually, and shall make periodic recommendations to the Superintendent concerning employee safety.

