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MASTER AGREEMENT

between

**CONCORD EDUCATIONAL
SUPPORT PERSONNEL
ASSOCIATION
JCEA/MEA/NEA**

and

**CONCORD COMMUNITY
SCHOOLS**

Jackson County, Michigan

1999 - 2000

Concord Community Schools

TABLE OF CONTENTS

<p>AGREEMENT----- 1</p> <p>PURPOSE AND INTENT ----- 1</p> <p>ARTICLE I----- 1</p> <p style="padding-left: 20px;">RECOGNITION----- 1</p> <p style="padding-left: 40px;">Scope ----- 1</p> <p style="padding-left: 40px;">Definitions----- 1</p> <p>ARTICLE II----- 2</p> <p style="padding-left: 20px;">MANAGEMENT RIGHTS ----- 2</p> <p>ARTICLE III ----- 2</p> <p style="padding-left: 20px;">NON-DISCRIMINATION ----- 2</p> <p>ARTICLE IV----- 2</p> <p style="padding-left: 20px;">UNION REPRESENTATION ----- 2</p> <p style="padding-left: 40px;">Stewards. ----- 2</p> <p style="padding-left: 40px;">Union Activities ----- 2</p> <p style="padding-left: 40px;">Union Bulletin Board and Mail Service. ----- 3</p> <p style="padding-left: 40px;">Use of School Buildings ----- 3</p> <p style="padding-left: 40px;">Exchange of Information ----- 3</p> <p style="padding-left: 40px;">Special Conferences ----- 3</p> <p>ARTICLE V----- 3</p> <p style="padding-left: 20px;">AGENCY SHOP AND PAYROLL</p> <p style="padding-left: 40px;">DEDUCTION ----- 3</p> <p style="padding-left: 60px;">Agency Shop ----- 3</p> <p style="padding-left: 60px;">Payroll Deduction ----- 4</p> <p>ARTICLE VI----- 5</p> <p style="padding-left: 20px;">GRIEVANCE PROCEDURE ----- 5</p> <p style="padding-left: 40px;">Definition ----- 5</p> <p style="padding-left: 40px;">Procedure ----- 5</p> <p style="padding-left: 40px;">Time Periods ----- 6</p> <p>ARTICLE VII----- 7</p> <p style="padding-left: 20px;">EMPLOYEE DISCIPLINE ----- 7</p> <p style="padding-left: 40px;">Discipline ----- 7</p> <p style="padding-left: 40px;">Grievances ----- 7</p> <p style="padding-left: 40px;">Back Pay ----- 7</p> <p>ARTICLE VIII----- 7</p> <p style="padding-left: 20px;">STRIKES AND LOCKOUTS ----- 7</p> <p style="padding-left: 40px;">No Strike - No Lockout Pledge ----- 7</p> <p style="padding-left: 40px;">Violations ----- 7</p> <p>ARTICLE IX----- 8</p> <p style="padding-left: 20px;">EMPLOYEE EVALUATION & PROTECTION ----- 8</p> <p style="padding-left: 40px;">Evaluation ----- 8</p> <p style="padding-left: 40px;">Employee Records ----- 8</p> <p style="padding-left: 40px;">Employee Protection ----- 8</p>	<p>ARTICLE X----- 8</p> <p style="padding-left: 20px;">SENIORITY----- 8</p> <p style="padding-left: 40px;">Definitions----- 8</p> <p style="padding-left: 40px;">Probationary Period ----- 9</p> <p style="padding-left: 40px;">Seniority List----- 9</p> <p style="padding-left: 40px;">Loss of Seniority ----- 9</p> <p style="padding-left: 40px;">Transfers Outside the Bargaining Unit ----- 9</p> <p>ARTICLE XI----- 10</p> <p style="padding-left: 20px;">LAYOFF AND RECALL ----- 10</p> <p style="padding-left: 40px;">Definition of Layoff----- 10</p> <p style="padding-left: 40px;">Notice of Layoff----- 10</p> <p style="padding-left: 40px;">Layoff Procedure----- 10</p> <p style="padding-left: 40px;">Reduction in Work Hours ----- 10</p> <p style="padding-left: 40px;">Recall ----- 10</p> <p style="padding-left: 40px;">Notice of Recall----- 10</p> <p style="padding-left: 40px;">Substitute Priority ----- 11</p> <p>ARTICLE XII----- 11</p> <p style="padding-left: 20px;">NEGOTIATION PROCEDURES ----- 11</p> <p style="padding-left: 40px;">Union Bargaining Committee ----- 11</p> <p style="padding-left: 40px;">Negotiations ----- 11</p> <p>ARTICLE XIII----- 11</p> <p style="padding-left: 20px;">VACANCIES AND TRANSFERS----- 11</p> <p style="padding-left: 40px;">Definition of Vacancy.----- 11</p> <p style="padding-left: 40px;">Posting----- 12</p> <p style="padding-left: 40px;">Filling Vacancies ----- 12</p> <p style="padding-left: 40px;">Trial Period ----- 12</p> <p style="padding-left: 40px;">Temporary Transfers----- 13</p> <p>ARTICLE XIV----- 13</p> <p style="padding-left: 20px;">WORKING CONDITIONS----- 13</p> <p style="padding-left: 40px;">Supervision. ----- 13</p> <p style="padding-left: 40px;">Facilities. ----- 13</p> <p style="padding-left: 40px;">Safety ----- 13</p> <p style="padding-left: 40px;">Tool Allowance ----- 13</p> <p style="padding-left: 40px;">In-School Suspensions ----- 13</p> <p style="padding-left: 40px;">Substitute Calling ----- 13</p> <p style="padding-left: 40px;">Least Restrictive Environment ----- 13</p> <p style="padding-left: 40px;">School Improvement Plans ----- 14</p> <p>ARTICLE XV----- 14</p> <p style="padding-left: 20px;">HOURS AND COMPENSATION ----- 14</p> <p style="padding-left: 40px;">Work Week ----- 14</p> <p style="padding-left: 40px;">Overtime ----- 14</p> <p style="padding-left: 40px;">Assignment of Overtime ----- 14</p> <p style="padding-left: 40px;">Extra Time ----- 14</p> <p style="padding-left: 40px;">Lunch Period and Breaks ----- 15</p> <p style="padding-left: 40px;">Acts of God ----- 15</p> <p style="padding-left: 40px;">Mileage ----- 15</p> <p style="padding-left: 40px;">Wages ----- 15</p> <p style="padding-left: 40px;">Rates for New Jobs ----- 15</p> <p style="padding-left: 40px;">Athletic Passes ----- 16</p> <p style="padding-left: 40px;">Retirement Pay ----- 16</p>
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ARTICLE XVI -----	16
LEAVES OF ABSENCE -----	16
Unpaid leaves-----	16
Granting and Extension-----	16
Request for Leave-----	16
Return from Leave-----	16
Other Conditions of Unpaid Leaves-----	16
Child Care Leave-----	16
Military Leave-----	17
Union Leave-----	17
Exhaustion of Paid Sick Leave-----	17
Paid Leave-----	17
Sick Leave-----	17
Funeral Leave-----	18
Personal Leave-----	18
Jury Duty Pay-----	18
ARTICLE XVII -----	19
VACATIONS AND HOLIDAYS -----	19
Vacations-----	19
Scheduling-----	19
Eligibility-----	19
Holiday During Vacation-----	19
Illness During Vacation-----	19
Accrued Vacation Pay-----	19
Carry-over Limit-----	19
Holidays-----	20
ARTICLE XVIII -----	20
INSURANCE -----	20
Plan A - For Employees Needing Health	
Insurance-----	20
Plan B - For Employees Not Needing Health	
Insurance-----	20
ARTICLE XIX -----	21
SUBCONTRACTING -----	21
ARTICLE XX -----	22
ANNEXATION, CONSOLIDATION -----	22
ARTICLE XXI -----	22
GENERAL -----	22
Savings Clause-----	22
Entire Agreement-----	22
ARTICLE XXII -----	22
MISCELLANEOUS PROVISIONS -----	22
ARTICLE XXIII -----	23
DURATION OF AGREEMENT -----	23
APPENDIX A - 99-00 SALARY SCHEDULE -----	24
APPENDIX B - GRIEVANCE FORM -----	26

AGREEMENT

THIS AGREEMENT, made this 1st day of September, 1999, by and between the CONCORD COMMUNITY SCHOOLS, of Concord, Michigan, hereinafter referred to as the Employer, and the Jackson County Education Association/MEA/NEA, hereinafter referred to as the Union.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION

Section 1. Scope. Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement, of the following-described employees of the Employer:

All full time and regularly scheduled part time custodial/maintenance and food service personnel, secretarial/clerkical and aide/paraprofessional personnel, excluding supervisors, Superintendent's secretary, Bookkeeper, confidentials, and all others.

Section 2. Definitions. The term "employee" when used hereafter in this Agreement shall refer only to members of the bargaining unit. The term "full time employee" shall mean an employee who works at least thirty (30) hours a week for a period of at least six (6) consecutive months, or at least 1,100 hours per year, on a permanent basis. The term "regular part time employee" shall mean an employee who is regularly scheduled to work less than thirty (30) hours a week or less than 1,100 hours per year.

The term "substitute" shall mean any bargaining unit member, who works in the place of an absent employee for the absent employee's regularly scheduled hours and assignment.

ARTICLE II - MANAGEMENT RIGHTS

Nothing in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management unless otherwise expressly provided herein, and all management rights are reserved, and the Union hereby recognizes that the Employer has sole responsibility and authority over the matters concerning management and operations of all property, facilities and activities of the Employer not herein specifically modified, including but not limited to making rules and regulations; determining the number and location or relocation of schools or other facilities or departments, the amount and nature of supervision, and the type and amount of equipment to be used; the right to subcontract; selecting and directing the work force, including the right to hire, and to discipline for just cause, determining the number of hours to be worked, including overtime, the right to layoff employees from duty because of lack of work or for other legitimate reasons, and to schedule work; the right to sell, lease or otherwise dispose of school buildings and other facilities; the right to liquidate or to annex all or part of another school district or be annexed by or consolidated with another school district, or take any other action not inconsistent with the specific language of this Agreement.

ARTICLE III - NON-DISCRIMINATION

To the extent prohibited by law, the Employer and the Union agree that, for the duration of this Agreement, neither shall discriminate against any employee or applicant for employment because of his or her religion, race, color, national origin, age, sex, height, weight, marital status, handicap, family relationships, or political belief, nor shall the Employer, nor the Union, its agents or members, to the extent prohibited by law, discriminate against any employee or applicant for employment because of his or her membership or non-membership in the Union.

ARTICLE IV - UNION REPRESENTATION

Section 1. Stewards. The employees covered by this Agreement will be represented by not more than five (5) Stewards, one from each department, or in the absence of the regular Steward, by an Alternate Steward in the department. Both Stewards and Alternate Stewards shall be regular full time or part time employees in the bargaining unit. One of the Stewards will be designated the Chief Steward. The Union will notify the Employer in writing of the names of the Stewards, Alternate Stewards and Chief Steward and any changes, and the Employer shall not be obligated to recognize any employee as a Union representative until such notice is received.

Section 2. Union Activities. The Union agrees that, except as specifically provided for by the terms and provisions of this Agreement, employees shall not be permitted to engage in Union activity during working hours. There shall be no Union meetings held on Employer property unless authorized in writing by the Employer. Duly authorized representatives of the Union and their respective affiliates who are not employees shall be permitted to transact official Union business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and prior approval is obtained from the Superintendent or his designee.

Section 3. Union Bulletin Board and Mail Service. The Employer will provide a bulletin board or bulletin board space at the High School, Alternative School of Opportunity, Middle School, and Elementary School. The space may only be used by the Union for posting information and notices pertaining to Union business. The Union may use the school internal mail service and boxes currently available for communication to members.

Section 4. Use of School Buildings. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings, upon prior approval of the Superintendent or his designated representative.

Section 5. Exchange of Information. The parties agree to make available to each other reasonable information so as to assist each in developing intelligent, accurate, informed and constructive proposals for negotiations, together with information which may be necessary for proper processing of any grievance. The Employer will also send a copy of the agenda, if any, of upcoming Board of Education meetings to the Union President.

Section 6. Special Conferences. Special conferences for important matters may be arranged between the local Union president and the Employer upon the request of either party; provided, however, that such special conferences shall be limited to one per calendar month unless otherwise mutually agreed. Special conferences shall be held during non-working hours unless the parties mutually agree otherwise. The purpose of special conferences is to provide a means for communication between the Employer and the Union to discuss important matters of mutual concern outside the grievance procedure.

ARTICLE V - AGENCY SHOP AND PAYROLL DEDUCTION

Section 1. Agency Shop. All employees, as a condition of continued employment shall:

- A. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association and such authorization shall continue in effect from year to year unless revoked in writing in August of a given year as provided for on the membership form to the Concord Education Association. (It is expressly understood that the specific amount of dues may vary from member to member.)
- B. The parties recognize that the Michigan Employment Relations Commission, through its rulings and those of the Michigan courts, has made certain determinations relative to the amount and handling of agency fees, as well as necessary appeals processes relative to same. The parties pledge to recognize those rulings and precedents as controlling in the interpretation of this Article.

C. Payroll Deduction

1. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the pay checks of each bargaining unit member. Monies so deducted shall be remitted to the Association or its designee, no later than twenty (20) days following deduction.
2. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non members along with other required information may not be available and transmitted to non members until mid school year (December, January, February). Consequently, the parties agree that the procedures in this article relating to the payment or non payment of the representation fee by non members shall be activated thirty (30) days following the Association's notification to non members of the fee for that given school year.
3. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - (a) The Employer give reasonable notice of such action to the Association and permit the Association intervention as a party if it so desires, and
 - (b) The Employer gives cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
4. Association shall have complete authority to compromise and settle all claims which it defends under this section.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article V.

6. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions, in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and administrative procedures. Pursuant to such authorization, the Employer shall deduct one twentieth (1/20) of such dues for the first twenty (20) paychecks beginning in September.
- D. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of Paragraph A above and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- E. The Board shall also make payroll deduction upon written authorization from employees for deductions or any other plans or programs jointly approved by the Association and the Board. A list of these plans/programs may be secured through the payroll office.
- F. The Board will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions, other than to correct such errors. In the event of overpayment, the Association agrees to promptly refund such money as soon as is practical. In the event of underpayment, the Board agrees to promptly submit such money to the Association as soon as practical.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1. Definition.

- A. A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.
- B. A grievance may be filed by the affected employee or group of affected employees. The Union may also file a policy grievance if the alleged violation of this Agreement affects an entire department or the entire bargaining unit. A policy grievance shall be filed at Step 3 within five (5) days after the occurrence of the alleged violation.

Section 2. Procedure. All grievances shall be presented for adjustment and handled in accordance with the following procedure:

Step 1. Any employee who believes he or she has a grievance must submit the grievance orally to his or her immediate supervisor within five (5) days after the employee has knowledge of the grievance, or within five (5) days after the employee reasonably should have had knowledge of the grievance. The supervisor shall render his or her verbal decision within five (5) days after the grievance is submitted.

Step 2. If the grievance is not settled in Step 1 it shall be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of the Agreement which is alleged to have been violated, be signed by the grieving employee and a Union representative, and be submitted to the immediate supervisor or his designee within five (5) days after the employee has knowledge of the grievance, or within five (5) days after the employee reasonably should have had knowledge of the grievance. The supervisor shall make a written reply within three (3) days after receipt of the written grievance.

Step 3. If the grievance is not settled in Step 2, the Union may submit a written request for a meeting with the Superintendent or his designee, which request shall be made within three (3) days after the Union's receipt of the Step 2 decision. The Superintendent or his designee and the Union representative, together with such additional representatives as either party may desire, shall meet and discuss the grievances within five (5) days after the grievance is presented at this step. The Superintendent or his designee shall give a written answer to the Union within five (5) days after the date of such meeting.

Step 4. If the grievance is not settled in Step 3, the Union may within ten (10) days after the Employer's Step 3 decision, appeal the grievance to the Board of Education. The Board of Education will give its written answer to the Union within thirty (30) days after receipt of the Union's appeal.

Step 5. If the grievance is not settled in Step 4, either party may, within ten (10) days after the Board's Step 4 decision, submit the grievance to binding arbitration in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules. The arbitrator's decision shall be final and binding upon the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make an award based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses and fees of the arbitrator shall be shared equally between the Employer and the Union. The parties agree that in cases where a speedy resolution is desirable, the grievance will be submitted for arbitration under the American Arbitration Association's rules for Expedited Arbitration, if there is mutual agreement to do so.

Section 3. Time Periods. The time periods of the grievance procedure shall exclude weekends and holidays and may be extended only by mutual agreement between the Employer and the Union. In the event the Union does not appeal a grievance from one step to another within the time limits specified, the grievance shall be considered as being settled on the basis of the Employer's last answer. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.

ARTICLE VII - EMPLOYEE DISCIPLINE

Section 1. Discipline. No employee shall be disciplined (reprimanded - written or verbal, suspended, demoted, or discharged) without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Union in writing.

An employee who is being disciplined shall be entitled to have a Union representative present if the employee so requests and a Union representative is reasonably available. The Union representative shall notify his/her immediate supervisor before leaving his/her assigned job to attend the meeting.

Section 2. Grievances. In the event an employee who has completed his or her probationary period is suspended from work for disciplinary reasons or is discharged from his or her employment after the date hereof and such employee believes he or she has been unjustly suspended or discharged, such suspension or discharge shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Superintendent or his designee at the Step 3 level of the grievance procedure within three (3) days (excluding weekends and holidays) after such discharge or after the start of such suspension.

When an employee files a grievance with respect to his or her suspension or discharge, the act of filing such grievance shall constitute his or her authorization for the Employer to reveal to the participants in the grievance procedure any and all information available to the Employer concerning the alleged offense and such filing shall further constitute a release of the Employer from any and all claimed liability by reason of such disclosure.

Section 3. Back Pay. In the event it should be decided under the grievance procedure that the employee was unjustly suspended or discharged, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the employee's regular rate of pay less any compensation he or she would not normally have earned at other employment during such period. In no event shall an employee be entitled to back pay for any period prior to the date the grievance is filed.

ARTICLE VIII - STRIKES AND LOCKOUTS

Section 1. No Strike - No Lockout Pledge. The Union agrees that neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike (including a sympathy strike) or any other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the life of this Agreement there will be no lockouts.

Section 2. Violations. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike (including a sympathy strike) or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged as determined by the Employer.

ARTICLE IX - EMPLOYEE EVALUATION AND PROTECTION

Section 1. Evaluation. Each employee shall be evaluated by his/her immediate supervisor at least annually. Any written evaluation shall be kept in the employee's personnel file and the employee shall receive a copy. An employee may attach a written response to any adverse written evaluation, but no evaluation (written or verbal, adverse or favorable), shall be subject to the grievance procedure. Any discipline which results from an adverse evaluation is subject to the grievance procedure.

Section 2. Employee Records. An employee shall have the right to review the contents of his/her personnel file, excluding initial references, to the extent permitted by law, including the Michigan Right to Know Law. No material of an adverse nature, including but not limited to student, parental or school personnel complaints, shall be placed in an employee's personnel file unless the employee is given an opportunity to review it and attach a written response. Only authorized personnel shall have access to an employee personnel file.

Section 3. Employee Protection. Any case of assault upon an employee by a student or parents while working shall be promptly reported to the Employer.

The Employer will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault. Employees shall be given time off with pay if required to attend any court proceeding related to the prosecution of the student or parent.

ARTICLE X - SENIORITY

Section 1. Definitions. All employees shall hold dual seniority dates. "Unit seniority" shall be defined as an employee's length of continuous employment with the Employer since his/her last hiring date. "Last hiring date" shall mean the date upon which the employee first reported for work at the instruction of the Employer since which he/she has not quit, retired or been discharged. "Department seniority" shall be defined as an employee's length of continuous employment with the Employer since his/her last departmental appointment date. "Last departmental appointment date" shall mean the date upon which the employee first reported for work in his/her department since which he/she has not quit, retired or been discharged. Employees who change departments shall hold inactive seniority in their previously assigned department. Inactive seniority shall only be used for the purpose of layoff and recall.

"Department" shall mean either:

- (a) Custodial/Maintenance/Mechanic;
- (b) Food Service;
- (c) Secretarial;
- (d) Aide/Paraprofessional;
- (e) Library Specialist

No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves or vacations. Employees shall not accrue unit or departmental seniority during unpaid leaves after twelve (12) months. Employees on layoff shall continue to accrue seniority as if at work. Regular part time employees shall accrue seniority as full time employees.

Section 2. Probationary Period. All new employees shall be probationary employees until they have completed six (6) months of service, exclusive of any unpaid leaves or layoffs. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes which qualify him or her for regular employee status. During the probationary period, the employee shall be represented by the Union for all purposes, except the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his or her relative length of service, and without recourse to the grievance procedure. Upon the successful conclusion of his probationary period, the employee's name shall be added to the seniority list as of his or her last hiring date.

Section 3. Seniority List. The Employer will maintain an up-to-date seniority list showing the unit and department seniority of each employee. A copy of the seniority list will be posted on the appropriate bulletin boards each six (6) months. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, or same last appointment date, their position on the seniority list shall be determined by casting lots.

Section 4. Loss of Seniority. An employee's seniority and employment shall terminate:

- (a) If he or she quits, retires, or is discharged;
- (b) If following a layoff he or she fails or refuses to return to work on the date specified in the recall notice unless he or she presents an excuse acceptable to the Employer;
- (c) If he or she is absent from work for two (2) consecutive working days without notifying the Employer, unless he or she presents an excuse acceptable to the Employer.

Section 5. Transfers Outside the Bargaining Unit. When a bargaining unit employee is promoted or transfers to a job with the Employer outside the bargaining unit, the employee shall cease to accrue seniority but shall retain the seniority he/she accumulated up to but not beyond the date he/she left the bargaining unit.

ARTICLE XI - LAYOFF AND RECALL

Section 1. Definition of Layoff. For purposes of this provision a layoff shall be defined as a necessary reduction in the work force as determined by the Employer.

Section 2. Notice of Layoff. No employee shall be permanently laid off unless the employee shall have been notified of the layoff at least ten (10) work days prior to the effective date of the layoff, and no employee shall be temporarily laid off unless the employee shall have been notified of the layoff at least three (3) work days prior to the effective date of the layoff. A temporary layoff is a layoff of limited duration resulting from a strike, epidemic, act of God, power failure, sudden and temporary cash flow problem, or similar reason.

Section 3. Layoff Procedure. In the event of a layoff, the Employer shall first layoff probationary employees in the affected classification. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified and have the ability to perform the work of the vacant or newly created position. In the event further layoffs beyond probationary are necessary, employees with seniority in the affected classifications shall be laid off in the inverse order of their departmental seniority. Any laid off employee with seniority shall have the right to exercise his/her seniority to bump the junior employee in any other classification within his/her department having less departmental seniority provided he/she has the qualifications and ability to perform the work of the employee being bumped. An employee must exercise his/her right to bump by written notice to the Superintendent or his designee within three (3) work days after receipt of a layoff notice.

Section 4. Reduction in Work Hours. In the event of a permanent reduction in the work hours within a classification, an employee may claim seniority over another employee in the classification for the purpose of maintaining his/her normal work schedule, provided he/she has greater departmental seniority than the other employee. In no case shall a permanent reduction of any employee's work hours take effect until the Employer gives at least five (5) work days written notice to the affected employee. An employee must exercise his/her seniority rights under this section by written notice to the Superintendent or his designee within three (3) work days after receipt of a reduction in hours notice.

Section 5. Recall. When the work force is increased after a layoff, employees will be recalled by unit seniority, with the most senior employee being recalled first, provided the employee has the qualifications and ability to perform the work. Employees shall not be required, however, to accept recall to a department other than that from which they were laid off. An employee who accepts recall to a classification other than the classification held when laid off, shall have the right to fill the first vacancy in his/her former classification.

Section 6. Notice of Recall. Notices of recall of employees on permanent layoff shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. An employee on permanent layoff shall be given at least five (5) work days from receipt of notice to report to work, and an employee on temporary layoff shall be given at least twenty-four (24) hours from

receipt of notice, written or verbal, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day or twenty-four (24) hour period.

Section 7. Substitute Priority. A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority, provided the laid off employee has the qualifications and ability to perform the work. A laid off employee who repeatedly refuses substitute work may be removed from the substitute list. Due to job acclimation in the food service, secretarial and custodial maintenance departments, the Employer may, however, use established substitutes for immediate short-term work needs of a non-extended duration.

ARTICLE XII - NEGOTIATION PROCEDURES

Section 1. Union Bargaining Committee. Employees covered by this Agreement will be represented in negotiations by not more than five negotiating committee members from the bargaining unit and such other Union representatives as the Union shall determine. All bargaining by the parties shall occur during non-working hours unless the parties mutually agree to bargain during the work day. The parties agree to enter into negotiations on a new Agreement on wages, hours, and other conditions of employment at least thirty (30) and not more than ninety (90) days prior to the expiration of this Agreement.

Section 2. Negotiations. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIII - VACANCIES AND TRANSFERS

Section 1. Definition of Vacancy. A vacancy shall be defined as a newly created position or a present position that is not filled. A position that is totally eliminated shall not be considered a vacancy.

Section 2. Posting. All permanent vacancies shall be posted in a conspicuous place in each building of the school district for a period of five (5) work days. Temporary vacancies may be filled by the administration without posting. A temporary vacancy shall be defined as a position that exists until the person who occupies the position gives notice that they will not return. In case of an emergency need to fill a position, the posting period may be reduced to three (3) work days. Each posting shall contain the following information:

- (a) Type of work;
- (b) Location of work, if known;
- (c) Starting date, if known;
- (d) Rate of pay;
- (e) Hours to be worked, if known;
- (f) Classification;
- (g) Minimum requirements.

Copies of postings will be sent to the local Union President prior to posting. Interested employees may apply in writing to the Superintendent or his designee within the five (5) or three (3) day posting period. The Employer shall notify school year employees of vacancies occurring during the school summer vacation period by sending a copy of the posting to each such employee by first class U.S. mail. Employees shall be responsible for keeping the Employer informed of their current mailing address.

Section 3. Filling Vacancies. An employee shall be selected to fill a vacancy based on his/her qualifications and ability to perform the work. If the qualifications and abilities of two or more applicants are relatively the same, the vacancy will be awarded to the applicant with the most seniority in the department in which the vacancy occurs. Should there be no applicant for the vacancy within the department in which the vacancy occurs, the vacancy shall then be filled by applicants from other departments using the same criteria of qualifications, ability and seniority. If no bargaining unit employee with the minimum qualifications for the vacancy applies, the vacancy may be filled with a non-bargaining unit employee or a new hire. The Employer shall make known to each applicant its decision as to which applicant has been selected to fill a posted position. An employee may bid on a vacancy within his/her existing classification, but the right to make such a lateral bid shall not in any way affect the Employer's right to transfer employees from one position to another within a classification at any time at its sole discretion. An employee shall be entitled to make only one lateral bid within a twelve (12) month period.

Section 4. Trial Period. In the event of a transfer or promotion to a new classification, the trial period shall be up to fifteen (15) working days. The trial period is not a training period, but is for the purpose of giving the employee an opportunity to show his/her ability to perform the new job. During the trial period the Employer shall have the right to retransfer the employee if he/she does not have the ability to perform the job and the employee shall have the right to revert to his/her former classification. The Employer will give the promoted or transferred employee reasonable assistance in performing up to Employer standards on the new job.

Section 5. Temporary Transfers. The Employer shall have the right to transfer employees irrespective of their seniority status from one job classification to another to substitute for employees who are absent from work due to illness, accident, vacations, or leaves of absence for the period of such absence and to fill temporary jobs or temporary vacancies or to take care of unusual conditions or situations which may arise. Any employee so transferred and substitutes in place of the absent worker, shall be paid the regular rate for that classification or the employee's regular rate, whichever is greater.

ARTICLE XIV - WORKING CONDITIONS

Section 1. Supervision. Employees shall be informed of the following:

- (a) Their immediate supervisor;
- (b) The person whom they should notify in case of illness, accident, etc.; and
- (c) The person in charge of the employee's work area or building when the employee's immediate supervisor is physically absent from such work area or building.

Section 2. Facilities. The Employer shall provide adequate rest areas, lounges, and restrooms for employee use. Existing facilities are adequate.

Section 3. Safety. Employees shall not be required to work under conditions which pose an imminent threat to their health, safety or well-being. The Employer will provide for each employee such protective devices and equipment as the Employer deems necessary for the safe performance of work.

Section 4. Tool Allowance. When an employee is required by the Employer to use his own tools, the Employer will replace any tools that are broken or stolen.

Section 5. In-School Suspensions. Except for supervisory aides, bargaining unit members shall not be responsible for day- to-day supervision of students who are assigned to an In-School Suspension and after school detention. The expectation that a Secretary will attend to a student, who has for some reason been excluded from a classroom, shall be held to the time necessary to call the students' presence to the attention of the administration

Section 6. Substitute Calling. The District may offer the position of substitute calling to employees. The job will be offered to secretarial employees, in order of seniority, beginning with the most senior employee. In the event that the administration cannot place this assignment inside or outside, the secretarial unit will assume the responsibility at their discretion.

Section 7. Least Restrictive Environment. In the event that the Employer is to provide services to medically fragile special education students in a least restrictive environment, the parties agree to bargain any issues relating to working conditions.

Section 8. School Improvement Plans. The following applies to the School Improvement Process and Plans generated as a result of P.A. 25 (1990):

- (a) Decisions made by school improvement committees shall not violate the terms of the Master Agreement between the parties.
- (b) The Employer may direct an employee to participate on a school improvement team during the employee's established workday. The employee's work day may be adjusted so as to allow for participation without exceeding the eight (8) hour workday.
- (c) The parties acknowledge that any committee participation beyond the established workday and the established exceptions to such, shall be strictly voluntary.
- (d) An employee's voluntary participation or non-participation as per item c. above, shall not be valid criteria for discipline or discharge.

ARTICLE XV - HOURS AND COMPENSATION

Section 1. Work Week. The normal work week shall consist of up to forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week. The normal work week for all employees shall be Monday through Friday.

Section 2. Overtime. Employees shall receive overtime pay at a rate of one and one-half times the employee's regular rate of pay for all hours worked in a work week in excess of forty (40), for all hours worked in a day in excess of eight (8) hours, and for all hours worked on Sundays and holidays. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the employee. Such compensatory time shall be at time and one-half.

Section 3. Assignment of Overtime. Overtime hours shall be divided as equally as is reasonably possible among employees in the same classification in their building. Initially this shall be established on the overtime list by seniority for the purpose of initiating overtime distribution. A list showing the overtime hours worked and/or charged during the preceding six (6) months will be posted on the appropriate bulletin board on each June 30 and December 31 during the term of this Agreement. An employee who refuses to work overtime shall be charged with the overtime hours he or she would have worked for purposes of maintaining equitable distribution to employees.

Section 4. Extra Time. Extra time is defined as time needed for extra work that is not a part of an employee's regularly scheduled job assignment. This extra work is incidental and not intended to reduce any current employee's work schedule. Extra time will be offered to employees (in order of seniority) in the same classification. If no employee in the classification is available, the District may employ a person on a temporary basis to do the extra work.

Section 5. Lunch Period and Breaks. All employees shall be guaranteed a minimum of thirty (30) minute duty-free unpaid lunch period. All employees working six (6) to eight (8) hours per day will be entitled to two fifteen (15) minute relief times. Employees working three (3) hours, but less than six (6) hours per day shall receive one fifteen (15) minute relief time. Employees working overtime will be entitled to an additional fifteen (15) minute relief time for every three (3) hours worked. An individual employee and his or her supervisor may mutually agree to vary lunch and relief times, provided the supervisor may at any time revoke such agreement. Employees in a particular work area shall be allowed to waive the lunch period if scheduled such that one hour or less remains in the scheduled work day and leave the work-place thirty (30) minutes early, provided such waiver does not cause an increase in remaining employees workload.

Section 6. Acts of God. Nothing in this Agreement shall require the Employer to keep office - school and administration - open in the event of inclement weather, or when otherwise prevented by an Act of God.

When the schools are closed to students due to the above conditions, employees in the Food Service, and Aide/Paraprofessional Departments shall not be required to report to their job assignments. These employees shall not be paid for snow days. Secretarial/Clerical employees shall have the option of reporting to work on Act of God Days and being paid or not reporting to work and not being paid for the day.

Employees in the Custodial/Maintenance Departments shall be required to report to their job assignments when schools are closed as soon as the employees are reasonably able to report.

Should the Employer extend the school year in order to meet the requirements under law for "State Aid", employees in the Food Service and Aide/Paraprofessional Departments shall be expected to work the additional rescheduled student instruction days. Compensation for said days shall be at their regular rate of pay.

Section 7. Mileage. Employees shall be reimbursed at the rate per mile, equal to that determined by Internal Revenue Service for the current year, or five dollars (\$5.00) per day, whichever is greater, when requested to use personal vehicles on the job.

Section 8. Wages. The job classifications and wage rates applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof. The Employer shall make provisions for all bargaining unit employees to elect to spread their pay over 26 pays on a deduct basis.

Section 9. Rates for New Jobs. If, during the life of this Agreement, a new job classification is created which is covered by this Agreement, the Employer shall establish the job duties and the rate range applicable thereto and shall promptly notify the Union of its decision. If the Union believes the rate range thus set is inadequate, the Union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the rate range assigned to the job classifications. If negotiations have not been initiated during said thirty (30) calendar day period, the rate range so assigned shall be permanent. If a mutually satisfactory solution is not reached within thirty (30) calendar days after the Union has served notice on the Employer of its wish to negotiate regarding the new rate, the issue may be referred to the grievance procedure starting at Step 3 thereof.

Section 10. Athletic Passes. Bargaining unit employees shall be provided athletic passes for themselves and their spouse. (Admit one only or Admits two only (for employees with spouses.))

Section 11. Retirement Pay. Upon retirement, employees shall be entitled to payment at their current rate for fifteen percent (15%) of unused sick leave up to a maximum of one hundred thirty (130) days.

ARTICLE XVI - LEAVES OF ABSENCE

Section 1. Unpaid leaves.

- A. **Granting and Extension.** Leaves of absence without pay or benefits may be granted for up to one (1) year upon written request from an employee. Such leaves may be extended by the Employer upon written request of the employee.
- B. **Request for Leave.** Requests for unpaid leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of the leave.
- C. **Return from Leave.** Seniority permitting, an employee returning from an unpaid leave of absence shall be reinstated to the classification he/she held when the leave began, provided the classification still exists. An employee shall not be entitled to return from leave before the scheduled return date without the consent of the Employer.
- D. **Other Conditions of Unpaid Leaves.**
1. Paid sick leave shall not accrue while on leave, but unused leave days held at the start of the leave shall be reinstated upon return from leave.
 2. All fringe benefits paid by the Employer will cease at the commencement of the unpaid leave, but the employee may, at his/her option, continue medical and dental insurance during the leave to the extent permitted by the insurer by full payment of the cost thereof in advance to the Employer on a monthly basis.
 3. In order to facilitate planning an efficient operation of the school, employees on extended leaves must notify the Employer in writing at least thirty (30) days prior to the scheduled return date of their intent to return to work as scheduled.
 4. An employee who fails to return to work on the scheduled return date shall be considered a voluntary quit.
- E. **Child Care Leave.** An unpaid leave of absence for up to one (1) year will be granted to employees upon request for the purpose of child care following the birth or adoption of a child. The provisions of paragraphs (a), (b), (c) and (d) above shall apply to child care leave.

- F. **Military Leave.** The Employer shall comply with the provisions of the Selective Service Act, with respect to leave of absence due to military service, including National Guard duty.
- G. **Union Leave.** Employees who are elected or appointed delegates to attend Union conventions and conferences will be granted leave without pay to attend, provided reasonable advance notice is furnished to the Employer; and provided further, only two employees shall be on such leave at any one time and the aggregate number of days for such leave for all employees shall not exceed five (5) days in any calendar year.
- H. **Exhaustion of Paid Sick Leave.** An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall upon application be granted a leave of absence without pay for the duration of such illness or disability, up to one year, inclusive of paid sick leave used. Such leave may be extended at the discretion of the Employer upon request of the employee. The provisions of paragraphs (a), (b), (c) and (d) above shall apply to such extended unpaid sick leave.

Section 2. Paid Leave.

- A. **Sick Leave.** Every full time and regular part time employee with unit seniority shall be granted ten (10) work days of paid sick leave for each year of this Agreement, which days shall accrue monthly prorate based on the employee's work year. Three (3) days will be advanced after the first day of employment in each year of this Agreement. Such sick leave allowance may be used by an employee for the following reasons:
1. When incapacitated to perform his/her duties due to sickness or injury, including disability due to pregnancy.
 2. In the event of serious illness in the employee's immediate family. (Immediate family for the purpose of this section shall be defined as an employee's current spouse, children, parents, brother, sister, current parents-in-law, grandparents and grandchildren.) The number of days shall be limited to five (5) per occurrence.
 3. Medical and dental appointments.
 - (a) An employee shall notify his/her supervisor at least two (2) hours before the regular start of work or as soon thereafter as the employee's circumstances will permit, if he or she is going to be absent for reasons chargeable to sick leave. Such notice must be given to receive paid sick leave.
 - (b) An employee must actually work or be on paid vacation, paid sick leave, or worker's compensation leave for ten (10) or more work days in a calendar month to accumulate sick leave for such month.
 - (c) Employees may accumulate paid sick days up to a maximum of one hundred thirty (130) days.

- (d) An employee shall not be eligible for paid sick leave if his or her illness or injury is attributable to causes stemming from his/her employment or work in the service of another employer or while acting in the capacity of a private contractor to another party, if the employee is, as a result, receiving workers compensation.
- (e) Sick leave will not be abused and a medical certificate may be required to substantiate an illness when the Employer has cause to believe that this leave is being abused. When returning from sick leave due to a serious illness or injury the Employer may require a medical certificate that the employee is able to return.

B. **Funeral Leave.** Any employee will be granted up to five (5) days with pay, not chargeable to sick leave, to attend the funeral of a member of the employee's immediate family (the immediate family for this purpose shall be defined as an employee's current spouse, children, parents, parents-in-law, brother and sister).

Up to three (3) days with pay, not chargeable to sick leave, shall be granted to an employee to attend the funeral of a member of the extended family (the extended family for this purpose shall be defined as brother-in-law, sister-in-law, grandparents and grandchildren). Two additional days, chargeable to sick leave, shall also be allowed for this purpose. Two (2) days per year (one per death), chargeable to sick leave, will be granted to attend the funeral of a personal friend of the employee.

C. **Personal Leave.** Each full time and regular part time employee with seniority shall be entitled to two (2) paid personal days per year, provided the employee submits a written request to the Superintendent or his designee at least twenty-four (24) hours before the requested leave day. Personal leaves shall not be used on the day preceding or the day following a scheduled vacation period, but this condition may be waived on an emergency basis by the Superintendent. Unused personal leave days will be added to accumulated sick leave the last day of August of each year of this agreement.

D. **Jury Duty Pay.** A full time employee, upon completion of his/her probationary period, who is summoned and reports for jury duty as prescribed by applicable law, for each day on which he or she reports for or performs jury duty and on which he or she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he or she receives from the Court as daily jury duty fee and what he or she would have earned from the Employer on that date at his or her regular hourly rate of pay, provided that if such employee is excused from jury duty during regular working hours he or she shall promptly return to work. In order to receive the payment above referred to, an employee must give the Employer prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that he or she reported for or performed jury duty on the days and to the extent for which he or she claims such payment, and produce satisfactory evidence as to the amount he or she was paid by the Court for such jury duty. In the event a bargaining unit member assigned to a night shift is summoned to serve on jury duty, the total of duty and work time per day shall not exceed eight hours, except as required by the Court being served at the time of the duty and, the member shall not suffer a reduction in his/her pay. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE XVII - VACATIONS AND HOLIDAYS

Section 1. Vacations.

- A. **Scheduling.** Eligible employees shall receive paid vacation time. Vacation time may be used by eligible employees at times of the employee's choosing, except eligible employees may not take vacation when school is in session without the approval of the Superintendent, and except where more than one employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting employees from being absent at the requested times. In the latter instance the affected employee having the greater unit seniority shall be granted his/her preferred vacation date(s).
- B. **Eligibility.** Fifty-two (52) week employee, beginning with July 1st following their first six (6) months of employment, shall earn vacation time as follows:
1. Vacation earned for the first and second years of service five (5) days each year.
 2. Vacation earned for the third through eighth year of service ten (10) days each year.
 3. Vacation earned for the ninth through thirteenth year of service - fifteen (15) days each year.
 4. Vacation earned for the fourteenth year and each year after - twenty (20) days each year.
- C. **Holiday During Vacation.** When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one day continuous with the vacation.
- D. **Illness During Vacation.** If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation may be rescheduled at his/her request.
- E. **Accrued Vacation Pay.** Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive, at their request, any unused vacation allowance at their current rate of pay.
- F. **Carry-over Limit.** Employees may not carry-over more than ten(10) vacation days from one year of this Agreement to the next.

Section 2. Holidays.

A. Fifty-two (52) week employees shall have the following days off with pay.

Labor Day	New Year's Eve Day	Spring Break Day 2
Thanksgiving Day	New Year's Day	
Day after Thanksgiving	Memorial Day	
Christmas Eve Day	July 4th	
Christmas Day	Spring Break Day 1	

B. The paid holidays shall be as follows for full-time and regular part time employees:

- * Labor Day
- * Thanksgiving Day
- * Day After Thanksgiving
- * Christmas Day
- * New Years Day
- New Years Eve Day
- Christmas Eve Day

Those days marked with “ * “ shall be paid holidays for all part-time employees.

Holiday pay shall be the regularly scheduled hours of each employee. Should the day off fall on Saturday or Sunday, either Friday or Monday shall replace that day. When a holiday is observed by the Employer while an employee is on allowable sick leave, the holiday will not be charged against the employee's accumulated sick leave and will be considered as time worked.

ARTICLE XVIII - INSURANCE

Full-time employees and Secretarial/Clerical Employees shall have insurance, under either of the following MESSA PAK Plans A or B, fully paid for twelve months by the Employer:

Plan A - For employees needing health insurance

MESSA Super Med I w/ MCR
Delta Dental Plan E-07 80/80/80 (COB)
Negotiated Life - \$10,000 AD&D
Vision Care Plan - VSP-2

Plan B - For employees not needing health insurance

Delta Dental Plan E-07 (80/80/80) COB
Negotiated Life - \$10,000 AD&D
Vision Care Plan - VSP-2

Full-time employees must elect either Plan A or Plan B as provided.

Full-time employees electing not to enroll in Plan A with health insurance, provided above, shall have fifty dollars (\$50.00) per month provided to be placed in a Tax Sheltered Annuity or available MESSA Options.

- C. Bargaining unit members shall be eligible for and shall select either Plan A or Plan B of coverage as set forth above, except as follows:
1. Where spouses are both employed by the Employer, one employee may select Plan A of coverage and the other Plan B.
 2. An employee who for any reason retains group health insurance coverage, with coordination of benefits, from any source other than the health insurance provided by virtue of this Agreement and his or her employment with Employer, shall be ineligible and shall otherwise not receive the health insurance coverage provided herein, unless the coverage provided his or her spouse through the spouse's employment requires such coverage. The employee may select Plan A above if not taking health insurance elsewhere, and shall otherwise be eligible for Plan B above. Every employee shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following form shall be distributed to all employees during the open enrollment period:

I hereby declare that the health insurance that I receive pursuant to ARTICLE XVIII of the Master Agreement between the Concord Community Schools and Jackson County Education Association is the only group health insurance coverage, with coordination of benefits, that I retain or am eligible to receive benefits from.

Date: _____

Signature of Employee

ARTICLE XIX - SUBCONTRACTING

Nothing in this Agreement shall be construed to restrict the right of the Employer to have work normally performed by bargaining unit members performed by others, including supervisors, substitutes, and independent contractors, except work normally performed by bargaining unit members may not be contracted out or done by others if:

- A. The Employer has the equipment and the bargaining unit members have the skills to perform such work; and
- B. Bargaining unit members will be laid off as a result of the subcontracting or supplemental work.

ARTICLE XX - ANNEXATION, CONSOLIDATION

During the life of this agreement, if annexation, consolidation or the boundaries of the school district change, the Board agrees to notify the Association in advance so the Association may bargain the affects of that change on its members prior to implementation.

ARTICLE XXI - GENERAL

Section 1. Savings Clause. If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

Section 2. Entire Agreement. No agreement, practice, or understanding contrary to this collective bargaining Agreement, nor alteration, variation, waiver, or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. This Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices, and arrangements heretofore existing.

ARTICLE XXII - MISCELLANEOUS PROVISIONS

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect during its terms set forth herein or until altered by an expressed written agreement between the parties and which have not been fully or adequately negotiated between them. When such matters arise the parties agree to meet promptly, upon the request of either, in an effort to resolve same.
- B. It is expressly understood that neither party shall be required to agree to a modification of the collective bargaining agreement.
- C. Should the parties reach mutually acceptable amendment, modification or addition to the Agreement, same shall be set forth in writing and be subject to ratification by the Board and the Union.

ARTICLE XXIII - DURATION OF AGREEMENT

Except as specifically provided herein, this Agreement shall become effective as of the 1st day of September 1999, and shall remain in full force and effect until the 31st day of August 2000.

IN WITNESS WHEREOF, the parties have executed this Agreement the 1st day of September 1999.

CONCORD COMMUNITY SCHOOLS

By: *Jay V. Ackworth*
BOARD PRESIDENT

By: *Carolee J. Hamilton*
BOARD SECRETARY

By: *Thomas Bartol*
SUPERINTENDENT

By: *Thomas Bartol*
CHIEF NEGOTIATOR

JACKSON COUNTY EDUCATION ASSOCIATION/CONCORD ESP

By: *Michael Bicey*
JCEA PRESIDENT

By: *Katherine Lehman*
CONCORD ESP PRESIDENT

By: *Pat Shopshire*
CHIEF NEGOTIATOR

By: *Susan H. King*
TEAM MEMBER

APPENDIX A WAGE SCHEDULE CONCORD ESP

CLASSIFICATIONS

Wage Rates Hourly Wage Rates

1999-2000

Maintenance	17.91
Maintenance Assistant	15.15
Bus Mechanic	17.31
Custodian	
<i>Less than 4 years of service</i>	11.66
<i>4 or more years of service</i>	12.40
Cook	10.17
Cook/Server	9.74
Kitchen Aide	8.99
Library Specialists	10.63
Aides <i>(Playground, Clerical Title 1 Aides and Special Education Aides)</i>	8.99
Secretary	14.01

Substitute Calling - \$2,000/Year

All new hires in the above classifications shall earn ten percent (10%) less for the first six (6) months and five percent (5%) less for the second six (6) months.

Longevity Payment: The Employer shall continue to pay longevity payments according to the following schedule:

All Regularly Scheduled Non-52 Week Employees

Years of Service as of January 1

Longevity Bonus payable
on or before 12/31

2	\$100
4	200
6	300
8	400

APPENDIX B

GRIEVANCE FORM

Concord Education Support Personnel Association

Name of Grievant: _____ Assignment: _____

Submit to your immediate supervisor. Keep one copy for your own reference. Refer to your Master Agreement for time limits.

Steps I & II

Date cause of Grievance occurred: _____

Statement of Grievance: _____

Relief sought: _____

Grievant Date

Response of immediate supervisor: _____

Supervisor Date

Step III

This grievance is submitted to Level III for consideration by the Superintendent because:

- _____ The Level II response was unsatisfactory.
- _____ There was no timely Level II response.

Additional Information: _____

_____		_____	
	Grievant		Date
_____	_____	_____	_____
Chief Steward	Date	President	Date

Response by Superintendent: _____

_____ Superintendent _____ Date

Step IV

This grievance is submitted to Level IV for consideration by the Board of Education because:

- _____ The Level III response was unsatisfactory.
- _____ There was not timely Level III response.

Additional Information: _____

_____		_____	
	Grievant		Date
_____	_____	_____	_____
Chief Steward	Date	President	Date

Response by the Board of Education: _____

_____ Board of Education Rep. _____ Date