

4589

6/30/2000

**AGREEMENT**

**between**

**The Delton Kellogg School District**

**and**

**Delton Kellogg Educational Support Personnel Association/MEA/NEA**

**1998 - 2000**

*Delton Kellogg School District*



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## COLLECTIVE BARGAINING AGREEMENT

This Agreement is made as of the date hereinafter set forth by and between Delton Kellogg Schools, Counties of Barry and Allegan, acting by and through its Board of Education (hereafter the "School" or "Board" or "District") and the Delton Kellogg Educational Support Personnel Association, MEA/NEA (hereafter the "Association").

### PREAMBLE

WHEREAS, the Board has a statutory obligation, pursuant to Act 336, 1947 Michigan Public Acts, as amended (Act) to bargain with the Association as representative of educational support personnel in respect to wages, hours or other conditions of employment.

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements herein contained, it is agreed as follows:

### 1 RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of the Act, for all transportation employees, paraprofessionals, secretaries, clerks, media center assistants and custodial employees excluding central administration office personnel, cashiers, supervisors and all other employees.
- B. When used in this Agreement, the term "transportation" shall mean all transportation personnel who are members of the bargaining unit. The term "secretary" shall mean all secretarial/clerical personnel who are members of the bargaining unit. The term "paraprofessional" shall mean all paraprofessional personnel who are members of the bargaining unit. The term "media center assistant" shall mean all media center assistant personnel who are members of the bargaining unit. The term "custodian" shall mean all custodial personnel who are members of the bargaining unit. The terms "bargaining unit members" or "employees" shall mean all members of the bargaining unit.

### 2 SCHOOL MANAGEMENT'S RIGHTS

- A. The determination and administration of educational policy, the operation of the schools, and the direction of the staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board, except as expressly provided otherwise by the terms of this agreement.
- B. The Association recognizes certain rights and responsibilities as belonging ultimately to the School, and its Board of Education and administration. Those rights include the right to hire; to direct the working forces; to determine the number of employees who shall be employed by the school; to determine the qualifications necessary for promotion or demotion or transfer or reassignment of employees; to discipline, suspend, demote and discharge employees for cause in accord with this contract and Michigan laws; to require

employees to observe the School rules and regulations; to determine the number and location of school buildings, the type of such buildings, and the cost of such buildings; to determine the hours of employment, all other rules and regulations with regard to the conduct of employees; administration and supervision of the employees and the conduct of the program of public relations will be vested with the School; and any and all powers and authorities granted to the School by the legislature of this State, the Constitution of this State, or by the Congress of the United States, or the Constitution of the United States.

- C. The School may adopt reasonable rules and regulations not in conflict with the terms of this Agreement.
- D. The discipline of non-probationary employees shall be subject to the grievance procedure herein set forth.
- E. In the event of a school merger, annexation, or other change in constituents of the School, the rights or privileges afforded any employee by this Agreement, not to exceed the remainder of the current school year, shall not be abrogated by such change in the school composition.

### **3 ASSOCIATION RIGHTS**

- A. The Association shall have the right to use school facilities at reasonable hours for the conduct of meetings of the Association. Such use will be governed by policies adopted from time to time by the Board for the use of its facilities.
- B. Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operation.
- C. The Association shall have the right to the reasonable use of school equipment, such as typewriters, duplicating machines, copiers and audio-visual equipment, provided that such use shall not interfere with the Board's use, shall not require the services of any non-bargaining unit employee and shall not be used by any employee in such manner as to interfere with the discharge of his/her employment duties or the discharge of the duties of any other employee. The Board shall be reimbursed by the Association for all supplies used and for any damage to equipment or facilities occasioned by its use.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building. The Association may use the inter-office mail service for communications to members. No member shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.
- E. The Board agrees to furnish to the Association, upon the written request of the Association, information concerning the financial resources of the district including but

not limited to: annual financial reports and audits, register of tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the members, together with information which may be necessary for the Association to process any grievance or complaint.

- F. At the beginning of each school year, the Association shall be credited with five (5) days to be used by members who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance.

#### **4 PAYROLL DEDUCTIONS AND ASSOCIATION SECURITY**

- A. Each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a service fee to the Association. Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures. Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive and, unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.
- B. If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association, the employer shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Association. Should such involuntary payroll deduction become legally disallowed, the employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- C. Upon written authorization by a bargaining unit member or pursuant to paragraph A, the employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Moneys so deducted will be transmitted to the Association or its designee no later than twenty (20) days following each deduction.
- D. The Association agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by



reason of action taken by the district or its agents in complying with this Article, provided that:

1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.
- E. Upon appropriate written authorization from the employee, the Employer shall deduct from the employee's wages and make appropriate remittance for credit union, annuities, and any other programs jointly approved by the Association and the Employer.

## **5 EMPLOYEE RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act the Board hereby agrees that every employee in the bargaining unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employees. Consistent with the code of ethics of the education profession, the private and personal life of any employee is not within the appropriate concern or attention of the Board.
- C. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status, physical characteristics or handicap.
- D. Employees are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that any employee may reasonably refuse to carry out an order which threatens physical safety or well-being.

- E. An employee shall at all times be entitled to have present a representative of the Association when said employee is being disciplined. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present, provided, however, that the meeting need not be delayed beyond forty-eight (48) hours for such representative to be present, and in no event shall the Board be restricted from taking such protective action as may be necessary to protect the rights of students and others pending the holding of such disciplinary meeting.
- F. Written and signed complaints against an employee shall be given to the employee prior to the inclusion of such material in the employee's personnel file. The employee may submit a written notation regarding evaluative material, including complaints, and such response shall become a part of the employee's personnel file. Disciplinary material will be purged from the employee's personnel file if a three (3) year period elapses without another related disciplinary incident.
- G. No disciplinary action shall be taken except for just cause. Before disciplinary action shall be taken, a fair and objective investigation will be made in an attempt to determine all facts involved in any potential disciplinary action. The Association and bargaining unit members will cooperate in any such investigation. Bargaining unit members and management recognize that discipline is corrective action and will work together to insure that corrective action takes place. To that end, discipline shall be progressive except in cases of gross misconduct. The nature of the unacceptable conduct at issue affects whether the normal progressive steps shall be strictly followed.

All disciplinary action shall be subject to review under the Grievance Procedure. All information forming the basis for disciplinary action shall be made available to the employee and also to the Association upon the written request of the employee.

- H. Non-probationary employees are subject to discipline for just cause. Disciplinary action may range from warning or suspension to discharge, as circumstances warrant. Dismissal of probationary employees shall not be subject to the grievance procedure.

The Association agrees that the Employer has just cause to discharge any employee who engages in the following misconduct: Theft, willful destruction of property, arson, unprovoked assaults, carrying firearms or weapons onto school property, sexual misconduct, intoxication on school property, selling of drugs, gambling on school property and the like.

The following corrective discipline steps shall be followed:

Step One – Verbal Warning

A discussion will be held in a private setting. The fact that the discussion has been held will be noted in the employee's personnel file. The employee may attach a statement of rebuttal regarding the discussion.

### Step Two – Written Reprimand

When a written reprimand is necessary, it shall be completed by the supervisor and shared with the employee during a private conference. The employee may attach a statement of rebuttal which shall be included in the personnel file.

### Step Three – Suspension without Pay

After Step Two, if there is no marked improvement, the employee may be suspended for up to five (5) consecutive work days. The written record of the suspension will be completed by the employee's immediate supervisor, reviewed by the superintendent, and placed in the employee's personnel file.

### Step Four – Discharge

If unacceptable conduct persists or is severe in nature, the employee will be eligible for termination. The reasons for termination will be given in writing to the employee with the notice of termination. The employee will have the opportunity to have a hearing with his/her immediate supervisor and the superintendent.

- I. An employee will have the right to review the contents of all records, excluding initial references, of the District pertaining to said employee originating after initial employment and to have a representative of the Association accompany him/her in such review.
- J. The Board shall furnish legal counsel to an employee if such employee is assaulted in the discharge of his/her duties, provided the employee shall have promptly reported any such assault to the administration, and provided further, that the employee has first exhausted any insurance which provides for same.
- K. Employees shall not be required to administer medication or perform medical services to students.

## **6 GRIEVANCE PROCEDURE**

- A. A claim by a non-probationary employee or the Association that there has been a violation of any express language of this Agreement may be processed as a grievance as hereinafter provided.
- B. An employee, group of employees, or the Association, who believes that a grievance exists shall first discuss the matter informally with the immediate supervisor. If the complaint applies to more than one building or if the matter is such that the immediate supervisor does not have the power to grant the remedy requested, the discussion shall be with the Superintendent or his/her designee. Such discussion shall occur within ten (10) days from the time of the event or the time the grievant reasonably should have learned of the event. If appropriate action is not taken within the time limit specified, the grievance

will be deemed settled on the basis of the disposition at the preceding level. The time limits specified may, however, be extended by mutual agreement.

- C. If the grievance is not resolved to the satisfaction of the grievant at the informal conference, the employee or the Association may reduce the grievance to writing and submit it to the immediate supervisor within five (5) days of the informal conference. If the grievance involves more than one building or if the immediate supervisor does not have the authority to resolve it, the grievance shall be submitted to the Superintendent or his/her designee. The grievance shall include the following information:
1. An identification of the grievant(s).
  2. The facts on which the grievance is based.
  3. The portions of the Agreement allegedly violated.
  4. The specific relief requested.
  5. The date on which the grievance is filed.
  6. The signature of the grievant or the appropriate officer of the Association.
- D. Within five (5) days of receipt of the grievance, the administrator with whom the grievance is filed or his/her designee shall meet with the Association in an effort to resolve the grievance. The administrator shall indicate said disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance (if initially filed with immediate supervisor or designee) or if no disposition has been made within five (5) school days of such meeting or ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Superintendent. Within five (5) days the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within five (5) days of such meeting or ten (10) days from the date of filing, whichever shall be later, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board committee, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in closed session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Association.
- G. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator selected by the parties in

accordance with the rules of the American Arbitration Association, which rules shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.

- H. The fees and expenses of the arbitrator and of the American Arbitration Association shall be divided equally between the Board of Education and the Association.
- I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. A day is defined as a day when the office of the Superintendent is open for school business. During summer break those employees not scheduled to work shall have time limits not to exceed ten (10) days at any one level.
- K. If an individual employee has a personal complaint which he/she desires to discuss with a supervisor, the employee is free to do so without recourse to the Grievance Procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
- L. Restrictions on the arbitrator's authority. The arbitrator shall have no power to:
  - 1. Rule on an issue previously barred from the scope of the grievance procedures.
  - 2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
  - 3. Award compensatory or punitive damages.
  - 4. Issue a back pay award for any amount in excess of lost hourly pay rates.
  - 5. Establish wage rates or schedules.
  - 6. Rule on an issue involving employee evaluation.
- M. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure, provided, however, that nothing contained herein will deprive any employee of any legal right which he/she presently has, provided that if an employee elects to

pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provision of this Article.

## **7 PROBATIONARY PERIOD & EMPLOYEE EVALUATION**

- A. All regular employees, excluding substitutes and those employees not in the unit, shall be probationary employees until they have completed forty-five (45) work days of employment. During the probationary period employees may be terminated at the sole discretion of the Board.
- B. Regular employees shall be evaluated on the basis of job performance in terms of their respective job descriptions by their immediate supervisor at least yearly. The evaluation shall include a conference with the employee. The employee shall receive a copy of the completed performance review no later than ten (10) working days after the conference.
- C. A bargaining unit member who has completed a probationary period in a classification, and is awarded a vacancy in a different classification shall serve a trial period of not more than twenty (20) days in the new classification. During that twenty (20) day trial period the employee will receive the probationary wage. If both the employer and employee have deemed the trial period satisfactory, the employee will then receive the non-probationary wage. At any time during the trial period either party may request the employee to return to their former position.

## **8 TRANSFERS AND VACANCIES**

- A. A "vacancy" shall be defined as either a new bargaining unit position or as an opening created by the resignation, retirement, termination, or other separation of a bargaining unit member.
- B. Posting of vacancies
  - 1. Vacancies within the bargaining unit shall be advertised for bargaining unit members through notices posted on employee bulletin boards in each building.
  - 2. Posting of vacancies shall include the following: the type of work, the place of work, the starting date, the rate of pay, the hours to be worked, and the classification.
  - 3. a. Vacancies in the paraprofessional, secretary/clerk, or media center assistant classification shall be posted for at least five (5) working days during the school year and for at least ten (10) working days during the summer. All internal applicants shall be interviewed. The most highly qualified applicant for a particular vacancy will be selected by the District.

- b. Vacancies in the transportation classification shall be posted and filled as follows:
- (1) Any regular or kindergarten route which becomes vacant during the summer shall be posted five (5) days prior to and filled at the August orientation meeting. Such route vacancies shall be included in the agenda and driver notification of the August meeting.
  - (2) Any regular route which becomes vacant during the school year shall be posted and awarded within five (5) working days.
  - (3) Any kindergarten route which becomes available after the orientation meeting in August will be posted for five (5) days, during which existing kindergarten drivers may bid. If a vacancy still exists, it will then be posted for five (5) days, during which the regular drivers may bid.
  - (4) Drivers interested in any vacancy must apply in writing within five (5) days from the time it is posted. Drivers who make application will be selected on the basis of seniority as recorded on the seniority list and the route awarded to the most senior driver who makes application.
  - (5) If a route is eliminated or abolished at any time, the driver losing the abolished route may bump as his/her seniority permits. However, a driver will be allowed one bump per abolished route per school year. Driver changes affected by the bumping process will be held until all subsequent bumping is completed and all assignments can be made at one time. The driver of the abolished route will be temporarily assigned to a route determined by the supervisor until the bumping process is completed.
- c. Vacancies in the custodial classification shall be posted and filled as follows:
- (1) Vacancies will be posted for five (5) days.
  - (2) Vacancies during the school year, with the exception of the last month of the school year, shall be posted within two (2) work days and filled within five (5) work days after the deadline for the posting.
  - (3) The senior employee making application shall be transferred to fill the vacancy, provided he/she has the necessary qualifications to perform the duties of the job involved.

- (4) Any position award made during the period between the last month of a school year and the beginning of the next school year, inclusive, shall be effective on the first Monday before the beginning the next school year. However, there may be exceptions to this in cases of need as is determined by the Supervisor. Rate of pay for the awarded position shall be effective as of the date the employee begins working in the position.
- (5) The employee transferred through the bidding process shall have fifteen (15) working days in the new category to determine his/her ability to perform the duties of the bid job. The fifteen (15) working day trial period for employees transferred to position C must be fulfilled when students are in attendance. During this trial period, if the employee is unable to perform the duties required to the satisfaction of the supervisor or if the employee determines that the transfer is unsatisfactory, he/she will be returned to his/her previous position and the next senior applicant who originally bid on the job will be transferred.
- (6) All jobs bid shall be held until the subsequent bidding process is completed. An employee may be awarded a bid only once during that bidding process. All changes in jobs developing from that bidding process shall be made the first Monday following the notification of all employees involved. The School may fill any job opening on a temporary basis until the bidding process is completed.
- (7) An employee temporarily transferred at the request of the School shall be paid either the rate of the position from which he/she is transferred or the rate of the position to which he/she is transferred, whichever is higher.
- (8) A vacancy created as a result of an employee being on an extended sick leave shall be filled on a temporary basis. When the employee returns from sick leave the temporary employee shall be laid off.

A vacancy (30 or more days) created as a result of an employee being on an extended leave may be offered (by seniority) to the bargaining unit members within the classification at the Superintendent's discretion. If a bargaining unit member chooses to fill the vacancy, a temporary employee will be put into that member's position. When the employee that was on an extended leave returns, the employee who was filling the vacancy will return to his/her original position.



- (9) The School shall have the right to establish, evaluate, change and obsolete jobs providing such action on the part of the School shall not be directed toward reducing the pay rate of the job in which no substantial change in the job itself occurred. When a new revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specification and custodial position, the employer has the right to develop and establish such new or revised job descriptions, specifications and custodial positions, rates of pay and to place them into effect. Whenever a new building or job is made operational, the School shall establish the job description.

The School will notify the Association of such new or changed job within the custodial classification and will, within thirty (30) days after such new or changed job custodial position is established, meet with the Association to discuss the custodial position and to negotiate the rate of pay.

- C. In the event a situation arises in which an involuntary transfer becomes necessary, the Board shall communicate to the Association the need for such action. The Association shall be given five (5) days to present alternative options which will be considered. However, it is recognized that there may be situations and/or circumstances which may necessitate an involuntary transfer of a bargaining unit member without regard to least seniority status.
- D. In the event a position is filled by a bargaining unit member, that person shall be given twenty (20) days to work on the job. If at the end of the twenty (20) days the employee does not want to remain in the new position, the employee shall return to his/her former assignment.

## 9 LAYOFF AND RECALL

- A. 1. In the event of a need to lay off in all classifications except custodial, the layoffs shall be within a classification in the following order:
- a. Probationary employees.
  - b. Lesser senior employees, providing the remaining more senior employee is qualified to perform the work.
2. In the event of a need to lay off in the custodial classification, the lay off shall be within one of the groupings, Head Custodian and Custodial (General), according to seniority. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is in a grouping previously held by the employee.

B. Notice of layoff shall be provided as follows:

1. Calendar Year Employees

Thirty (30) working days' notice prior to the effective date of layoff.

2. School Year Employees

a. During the school year:

Thirty (30) working days' notice prior to the effective date of layoff;

b. During the summer months:

Two (2) weeks prior to the effective date of layoff which is considered to be the start of the new school year.

C. Employees on layoff shall be recalled in the following manner:

1. Employees in all classifications except custodial shall be recalled in inverse order of layoff to the first position for which they are qualified.

2. Custodial employees shall be recalled according to their seniority within a grouping. An employee shall be eligible for recall for a period of two (2) years from the effective date of their layoff. An employee shall not be entitled to bump or be recalled to positions outside the bargaining unit.

D. Seniority shall mean the length of continuous service within the bargaining unit in one of the recognized classifications from the last date of hire. Layoff and leave of absence shall not constitute a break in seniority. Seniority for the van driver shall accumulate on a pro rata basis; i.e., three (3) hours per day, times the number of work days, divided by two thousand eighty (2080) hours to equal the percentage of seniority on a yearly basis. Seniority for a Custodian D shall accumulate on a pro rata basis; i.e., four (4) hours per day, times the total number of work days within a work year, divided by two thousand eighty (2080) hours to equal the percentage of seniority on a yearly basis.

E. The Board shall maintain an up-to-date seniority list for each of the recognized classifications. The lists shall show the name, date of hire, job location and title, by seniority ranking, of each bargaining unit member. If two (2) or more employees were hired on the same day, their names shall appear on the seniority list as determined by the drawing of lots at a drawing at which they had the opportunity to be present.

F. The seniority lists will be updated no later than May 1 of each year and a copy provided to each bargaining unit member. The seniority lists, as provided by the employer, shall be conclusively presumed to be accurate if no objection(s) is received within two (2) calendar weeks of their issuance.

## 10 WORKING CONDITIONS

### A. Secretary/Clerical

1. The normal work week shall consist of Monday through Friday.
2. Secretaries scheduled to work seven (7) hours or more per day shall be provided a fifteen (15) minute relief period each morning and each afternoon. To the extent possible without undue disruption of the school program, the period shall be scheduled in the middle of the morning work period and the middle of the afternoon work period. Relief periods shall not be scheduled immediately before or immediately after the lunch period, nor may they, if not used, accumulate to be used at a later time without the approval of the supervisor.
3. Any secretary scheduled to work four (4) consecutive hours shall be entitled to a fifteen (15) minute relief period.
4. Secretaries working five (5) or more consecutive hours shall receive a thirty (30) minute unpaid, duty free lunch period to be scheduled by the immediate supervisor.
5. All secretaries working less than fifty-two (52) weeks shall be given written notice of date of return to work each year no later than June 1 of the prior year so long as the calendar for the subsequent year is established by June 1.

### B. Paraprofessionals

1. Unless notified otherwise, paraprofessionals will work the same days that school is in session for students.
2. Paraprofessionals shall receive a thirty (30) minute duty-free lunch period to be scheduled by the immediate supervisor.
3. Paraprofessionals working a minimum of three (3) hours shall receive a fifteen (15) minute break to be scheduled by the immediate supervisor. Paraprofessionals working a minimum of six (6) hours shall receive a second fifteen (15) minute break to be scheduled by the immediate supervisor.
4. Paraprofessionals shall be given written notice of date of return to work each year no later than June 1 of the prior year so long as the calendar for the subsequent year is established by June 1.
5. On student membership days, if school is dismissed/delayed due to an act of God, the employee will be dismissed/delayed and he/she will be compensated for the balance of that day, unless the day is rescheduled.

6. Summer work (i.e. , summer school) will be offered to paraprofessionals on a seniority basis by building.

C. Transportation

1. Unless notified otherwise, transportation personnel will work the same number of days that school is in session for students.
2. A regular driver is any driver who has an assigned route. A regular run is a pickup or delivery of children along an established route. A kindergarten run is a pickup or delivery of kindergarten children along an established route during the school day. An extra trip is any driving assignment that has a different schedule daily.
3. The transportation supervisor will conduct a meeting for the purpose of route assignments and general bus driver information. All drivers will be in attendance (unless excused) at this meeting which will be held around the middle of August each year. Each driver will receive a minimum of five (5) days' notice of the exact day of the meeting and an agenda. Each driver attending shall be paid at the extra trip rate for a minimum of one (1) hour. Any other mandatory training or meetings will be compensated at the extra trip rate per hour. Does not apply to routine staff meetings.
4. All drivers with less than one (1) year's experience will not be eligible for extra trips.
5. Whenever a bus is taken on an extra trip, it shall be driven by a regular bus driver with the exception that a kindergarten driver shall not be taken from his/her regular route to drive an extra trip except when satisfactory arrangements can be made for his/her regular run. The availability of drivers and the arrangements for extra trips shall be left to the discretion of the transportation supervisor.
6. All drivers interested in extra trips will sign a roster which shall be posted in September and January of each year. Any driver refusing more than two (2) extra trips will be removed from the roster until the next sign-up time. A driver signing the roster for the initial time need not wait for the sign-up time.
7. Extra trips will be equalized between drivers signing the roster as near as possible by the supervisor.
8. During Christmas and Spring breaks, extra trips will be offered to the drivers in rotation. However, if a driver refuses such a trip, he/she will not be penalized as in 6. above but shall be rotated in the usual manner.

9. Regularly scheduled extra trips shall be posted two (2) working days (48 hours) in advance of the trip. Any driver who takes an extra trip without two (2) days' advance notice will receive one (1) hour additional pay.
10. If a driver is not notified at least one (1) hour in advance of a cancellation of an extra trip and is not able to drive his/her regular run or a different extra trip, he/she will receive two (2) hours extra trip pay. If a cancellation occurs, the driver will not be charged for the trip.
11. Drivers will be credited a minimum of one and three-fourths (1<sup>3</sup>/<sub>4</sub>) hours' retirement credit for each a.m. and each p.m. run and a minimum of two (2) hours' retirement credit for each kindergarten run each day.
12. Whenever a driver leaves students at an extra-trip site and returns later to pick them up, he/she must be given a definite return time by the trip sponsor.
13. No driver not on the extra-trip roster shall be given an extra trip until all extra-trip drivers have been contacted. However, the supervisor shall not be required to make unusual effort to contact drivers. When going off the roster for extra-trip drivers, drivers shall be asked in order of seniority beginning with the last extra-trip assignment.
14. A driver will be reimbursed for meals purchased on any trip of four (4) or more hours provided he/she presents a receipt for such meal to the supervisor. Reimbursement shall be for the cost of the meal but no more than:

Breakfast	\$4.00
Lunch	\$6.00
Dinner	\$8.00

15. When a trip is canceled for any reason, the driver shall be put back into the roster line-up without losing place.
16. The school reserves the sole right to change routes at any time after consultation with the affected driver(s).
17. If, due to a shortage of drivers, it becomes necessary for the Transportation Supervisor or the mechanic to be utilized as a bus driver, he/she will be allowed to bump the day care driver up to the regular route that needs a driver, and the Transportation Supervisor or the mechanic will take the day care run in order to be able to return to the bus garage in the shortest possible time. It is understood that the Transportation Supervisor or the mechanic shall not be used to supplant the use of any regular driver except as provided herein. The Transportation Supervisor and the mechanic shall not be entitled to any additional compensation while attending to the duties of the afternoon day care run

18. The Transportation Supervisor and the mechanic shall be subjected to the same CDL requirements normally associated with the duties of a regular school bus driver.

D. Assistant Mechanic

1. The assistant mechanic shall work an eight (8) hour day, a forty (40) hour week, and a fifty two (52) week year.
2. The assistant mechanic shall be assigned to drive a bus only in an emergency situation and shall be paid his/her regular rate, or the bus drivers rate, whichever is higher.
3. The assistant mechanic shall be provided with a clean uniform daily at no cost to the employee.
4. The assistant mechanic shall be given an annual tool allowance of four hundred dollars (\$400.00).

E. Custodial

1. The regularly scheduled work week shall consist of five (5) eight (8) hour days or a forty (40) hour work week for all regular assigned full-time employees except for those assigned as a Custodian D. A said Custodian D position shall be established as a regular four (4) hours per school day position and the normal work year for this position will align with the student membership year. Hereinafter all references to "regularly scheduled work day" shall mean a duration of four (4) hours for a Custodian D.
2. Employees will work their regular shift, as outlined below, with the exception of those days when students are not scheduled to be in attendance.

Head Custodian A - High School	3:00 p.m. to 11:30 p.m.
Head Custodian A - Middle School	3:00 p.m. to 11:30 p.m.
Head Custodian A - Elementary	3:00 p.m. to 11:30 p.m.
Custodian B	3:00 p.m. to 11:30 p.m.
Custodian B - Night Shift	8:00 p.m. to 4:00 a.m.
Custodian C	7:00 a.m. to 3:30 p.m.
Custodian D	as scheduled

On student non-attendance days, meaning summer, spring, and winter vacations, work hours shall be 7:00 a.m. to 3:30 p.m. Such schedule of hours shall begin on a Monday of the work week. Shift hours may be changed by mutual agreement between the School and the employee with notification of such change to be given to the Association. With prior supervisory approval, custodians may be permitted to adjust their hours on shortened student days, such as foul weather days or scheduled half days, provided there are no afternoon/evening activities scheduled in their assigned buildings.

3. Each custodian shall be entitled to two (2) fifteen (15) minute rest periods (on the premises) during their shift, and a 30 minute duty free lunch, unless an emergency arises.
4. Any employee in the bargaining unit selected or appointed to full-time office in the Association whose duties require his/her absence from his/her work shall be granted a leave of absence without pay for the term of such office and shall accumulate seniority during his/her term of office and at the end of such term shall be entitled to resume his/her regular seniority status and all job and recall rights provided that said leave of absence may not exceed a period of time equal to one-half (1/2) the total year's seniority accumulated by said employee at the time said employee secures his/her leave of absence. In the event said employee shall fail to return to work after said period of time, as heretofore defined, then said employee shall be considered to have quit his/her job and he/she shall be removed from the seniority list.
5. Seniority shall cease to accumulate for an employee who is transferred to a supervisory position and his/her seniority frozen from date of said transfer.
6. During his/her term of office, the Association's custodial representative shall be deemed to head the seniority lists for the purpose of layoff and recall only provided he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his/her regular seniority status.
7. In the event that there are no vacant positions and no employees on layoff, the School may use school related volunteers to perform bargaining unit work for up to two hundred (200) hours per contract year to be documented to the custodial representative before and after the work is completed.
8.
  - a. The Board will purchase five (5) uniforms for each employee by the Monday before Labor Day of each year. The vendor and manner of purchase are to be the responsibility of Board with the color and quality to be mutually agreed upon. Care and upkeep shall be the responsibility of the employee.
  - b. If an employee quits or is discharged he/she will have the cost of one (1) or more uniforms deducted from his/her final pay according to the following:
    - (1) The cost of four (4) uniforms if quitting or discharged between September 1 and December 1.
    - (2) The cost of three (3) uniforms if quitting or discharged between December 1 and March 1.
    - (3) The cost of two (2) uniforms if quitting or discharged between March 1 and June 1.



(4) The cost of one (1) uniform if quitting or discharged between June 1 and September 1.

9. A Custodian D will be afforded the privilege, on a first refusal basis, to accept all substitute opportunities during the school year and during the summer break-period.

F. Media Center Assistants

1. All individuals are to be at their work station at a time determined by the Central Administration for seven and one-half (7 ½) hours, except for one-half (½) hour of this time being an unpaid duty free lunch hour. The work year shall be as determined by the Central Administration.

Any deviation from this schedule will be the prerogative of the School provided three (3) days prior notification is given to the Media Center employees.

2. Media Center Assistants will be provided with two (2) fifteen (15) minute rest periods during their shift.

3. There shall be no work nor pay during holiday vacations, unless authorized by the Superintendent.

4. Employees working in the Media Center who are unable to report for work shall call the Media Center Director by 7:00 a.m.

5. Media Center Assistants will be notified in writing by June 1 if they are not to return the following year.

6. On any student membership days, if school is dismissed prior to normal dismissal time and the employee is dismissed, then he/she will be compensated for the balance of that day.

7. Media Center Assistants will work on days when the teaching staff reports and will be paid for the entire day providing the employee works the scheduled hours for that day (i.e., if staff reports for a.m. only, Media Center Assistants, if they work the a.m. hours, will be paid for the full day).

## 11 OVERTIME

A. Time and one-half (1 ½) the employee's regular rate of pay shall be paid for hours worked in excess of forty (40) hours in any work week and for all hours worked on Saturday,

Sunday, or a holiday. All overtime must have the prior approval of the employee's immediate supervisor.

B. Compensatory time may be utilized in place of overtime pay with the approval of the immediate supervisor. Compensatory time for time worked as overtime in the normal work week shall be computed at time and one-half (1 ½) .

C. Custodial

1. All hours worked over eight (8) in a twenty-four (24) hour period will be paid at a rate of time and one-half (1 ½) providing more than forty (40) hours are worked in one (1) week.
2. Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one half his/her regular rate or a minimum of two (2) hours' pay at his/her straight time hourly rate, whichever is greater.
3. Scheduled overtime shall be divided and rotated as equally as possible according to seniority in a custodial position within a building. Employees declining overtime shall be considered as having worked their turn of overtime. Should all employees decline overtime, then the least senior employee shall be required to work that overtime assignment. If more than one employee is needed for the overtime work, then the assignment shall be by seniority in reverse until enough employees are scheduled to cover the needs.
4. Notice of overtime shall be posted on the employee bulletin boards for a minimum of forty-eight (48) hours prior to such overtime except in cases of emergency. Employees desiring to work such overtime shall sign the posting at the beginning of their shift following the posted notice.
5. Work needing to be done beyond the normal work day of Custodian A, B and C positions will be offered to full-time custodians first.

## 12 AUTHORIZED LEAVES

A. Allowances

1. Sick Leave Days

- a. All employees, except those noted below or on leave of absence or layoff, will be granted one (1) sick leave day per month during the months worked for the District. In order to receive the one (1) day per month credit, an employee must be scheduled to work at least ten (10) days during the month, provided, however, that scheduled work days in August and June shall be totaled to meet the ten (10) day requirement.

The van driver shall accumulate one (1) sick day per month at his/her normal daily hours. Since there is potential for the two (2) partial months, the yearly accumulation shall not exceed nine and one-half (9 ½) days of his/her normal hours.

For a custodian D, a sick day shall be equivalent to a regularly scheduled work day, and the annual accumulation is limited to nine and one-half (9 1/2) days due to partial months.

- b. The unused portion of yearly sick leave allowance shall accumulate up to a maximum of ninety (90) days except that custodians shall accumulate up to a maximum of one hundred (100) days.
- c. Each employee, except a media center assistant, who has accumulated the maximum allowable days shall be paid ten dollars (\$10.00) for each unused sick day above the ninety (90) or one hundred (100) day accumulation at the end of each school year. Media center assistants shall be paid fifteen dollars (\$15.00) for each unused sick day above the ninety (90) day accumulation at the end of each school year.
- d. Sick leave shall be construed herein as absence from work due to the illness of the employee and includes employee emergency dental and doctor appointments.
- e. Sick leave days may be used or charged on a one-half (½) day basis; however, a portion of a half-day will be charged as an entire half-day of leave.
- f. An employee may take up to five (5) days per year of sick leave without loss of pay for illness or disabling accident in the immediate family of the employee. "Immediate family" as used in this provision shall refer to the employee's spouse, children, grandchildren, parents, grandparents, and step-children. Step children must reside with the employee.

## 2. Business Days

- a. There shall be an allowance of four (4) half-days for personal business.

- b. At least one (1) full day advance notice in writing shall be given the administration in requesting a half-day(s) for personal business.
- c. Personal business leave days shall not be granted for the day preceding or the day following holidays or vacations and the first and last day of the school year.
- d. Personal days used during the week of a holiday or vacation shall not be paid unless the employee works the day before and the day after said holiday or vacation.
- e. With prior notification, holiday and vacation provisions may be waived in case of emergency.
- f. No more than ten percent (10%) of each classification shall be absent for personal business on a given day. If leaves are to be canceled because more than ten percent (10%) of each classification have given notice, cancellations shall be in reverse order of receipt.
- g. Unused business days shall be added to the accumulated sick days annually.

B. Leaves of Absence with Pay

1. Jury Duty

A leave of absence may be granted an employee called for jury service. The School shall pay an amount equal to the difference between the employee's daily salary and the daily jury fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he/she otherwise would have been scheduled to work provided the School is notified promptly of pending jury duty and the School retains the right to request that the employee be excused from jury duty. The employee shall return to his/her duties whenever his/her attendance in court is not actually required.

2. Court Appearance

A leave of absence will be granted an employee for a court appearance as a witness in any case connected with the employee's employment or the School or whenever an employee is subpoenaed to attend any such proceeding.

3. Funeral Leave

Up to a maximum of three (3) days' leave without loss of pay may be allowed on the occasion of a death in the immediate family, four (4) days if out of state. Immediate family shall be defined as grandparents, mother, father, spouse, children, step-children, mother and father of spouse, brothers and sisters of employee and spouse, grandchildren, and step-grandchildren.

C. Leaves of Absence Without Pay

Any employee, upon written application to the Superintendent, may request a leave of absence without pay not to exceed the duration of one (1) school year. No leave of absence will be granted without the approval of the Board of Education. Leave of absence may be granted for the following reasons:

1. Ill Health or Physical Disability

Requests for unpaid leaves of absence for ill health or physical disability may be made where the employee has depleted his/her paid sick leave time. Requests for leaves of absence for ill health or physical disability must be accompanied by a statement from the attending physician recommending that the employee be granted such leave of absence. A request for return from leave because of ill health or physical disability must be accompanied by a physician's statement indicating that the employee has been examined by the physician and that he/she is able to resume his/her regular duties with the Board of Education.

2. Illness in Immediate Family

Members of the employee's immediate family shall be as defined in Section A, 1, f. No sick leave time may be used during such a leave.

3. Maternity Leave

A maternity leave of absence shall be granted to an employee for the purpose of childbearing, child rearing, or child adoption. An employee who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of pregnancy and one (1) year after the child is born. Such leave shall be granted without pay or increment for a period not to exceed one (1) year unless recommended otherwise by the attending physician. The employee shall notify the Superintendent in writing of the desire to take such a leave, and the letter requesting the leave shall also include the date of expected return and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The physician's or adoption agency's statement shall be included with the leave request. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform her required functions. All or any portion of a leave taken by an employee because of a medical disability connected

with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.

4. Military Leave

An employee shall be granted a leave of absence without pay for the purpose of enlistment, conscription, or recall to active service in the military forces of the United States.

5. Other

Requests for other types of unpaid leaves of absences may be made in accordance with Section C of this Article.

D. Definition

For the purpose of this Article, "day" shall mean the regularly scheduled work day of the employee at the time the leave is taken.

E. Miscellaneous

1. Leave of absence without pay may be granted for reasonable periods of time for physical or mental illness.
2. A request for a leave of absence shall be in writing stating the reason for the request and the approximate time length of leave requested.
3. A position will not be declared vacant while an employee is on a leave of absence.
4. Records of sick leave accumulated and taken shall be available to the employee or the Association upon request.

### 13 FRINGE BENEFITS

#### A. Insurance

1. For a full twelve-month period, the Board shall provide the following for the assistant mechanic, full-time custodians, 52 week secretaries, and 52 week publication clerk at no cost to the employee:

Health Insurance:	MESSA SuperCare I
Dental Insurance:	50/50 Plan or comparable, carrier selected by Board
Vision Insurance:	VSP 1 or comparable, carrier selected by Board

2. The Board shall provide secretarial/clerical personnel and paraprofessionals regularly scheduled to work at least twenty-seven (27) hours per week the following amount toward the purchase of MESSA SuperCare 1:

1998-99	\$135.84/month
1999-00	\$140.59/month

3. The Board shall provide all media center personnel regularly scheduled to work at least twenty-seven (27) hours a week the following amount toward the purchase of MESSA SuperCare 1.

1998-99	\$65.88/month
1999-00	\$68.19/month

4. The Board shall provide all bus driver personnel regularly scheduled to drive at least two (2) runs per day the following amount toward the purchase of MESSA SuperCare I.

1998-99	\$67.93/month
1999-00	\$70.31/month

5. The Board will provide five thousand dollars (\$5,000) in life insurance (carrier selected by Board) to each employee regularly scheduled to work at least twenty-seven (27) hours per week, media center assistants, and transportation personnel. The Board will provide ten thousand dollars (\$10,000) life insurance for the assistant mechanic.

6. The Board shall make payments of insurance premiums on behalf of employees as set forth above for a full twelve (12) month period commencing October 1 and ending September 30, provided that each such employee completes his/her full work year.

7. If an employee shall not complete the full work year, the Board's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which the obligation of the Board to pay compensation expires.
8. The Board's sole responsibility under Section A is to provide premium payments on behalf of eligible employees as set forth above and the coverage referenced herein is offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.

B. Vacations

1. Personnel who are employed for fifty-two (52) weeks, and eight (8) hours per day, shall receive vacation as follows:

1-4 Years	10 Days
5-9 Years	15 Days
10 Years or more	20 Days

2. A vacation day will be paid based upon the regular scheduled hours per day of the employee. For example, if an employee's normal day is six (6) hours of employment, the earned vacation day will be six (6) hours.
3. Vacation schedules must be arranged with the supervisor to interfere as little as possible with the operation of the particular school or department. Vacations will normally be taken during periods when school is not in session. Vacation days will not carry over from year to year.

4. Custodial

- a. Custodial employees (upon approval of the School) may be permitted to take their vacation at any time during the year, not more than three (3) employees to be on vacation at a time during the school year. Employees may take vacations of less than a full week, not to exceed five (5) days per contract year, with prior approval of the Supervisor. Additional employees may be on vacation during the school year at the discretion of the Supervisor.
- b. There shall be no combining of two (2) years' vacation. No employee shall be granted vacation between August 15 and the School beginning date.
- c. When two (2) or more employees request the same or overlapping vacation periods, the employee who first applied will be given preference. When two (2) or more employees present their request on the same day for the same time or overlapping vacation periods, the preference as to



vacation time among said two (2) or more employees shall be made on the basis of their relative seniority.

C. Holidays

1. The following days shall be recognized as legal holidays on which the employer will not normally schedule work. When any of these holidays occur on a Sunday, the following Monday shall be observed as the holiday. When any of these holidays occur on Saturday, the preceding Friday shall be considered as the holiday. Employees shall receive (1) day's pay for each holiday if the holiday falls within his/her work year. Custodians shall work one-half (1/2) day on Good Friday, if school is in session, and work during Spring Break.

Independence Day (52-week only)

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Good Friday\*

Spring Break (2)

Memorial Day

\*If school is not in session

A paraprofessional will be paid for a regular work day for parent-teacher conference days, the day before Thanksgiving and Christmas break, Good Friday and the last day of school, provided he/she works his/her entire required hours of the abbreviated day.

Secretaries and media assistants will be paid for a regular work day the day before Thanksgiving, provided he/she works his/her entire required hours of the abbreviated day.

2. To be eligible to receive holiday pay hereunder, an employee must have worked the entire scheduled day preceding and the entire scheduled day following the holiday unless (1) the holiday occurs during the employee's vacation period or (2) the employee was excused in writing by the employer from working all or part of the hours he/she was scheduled to work on such days.
3. Eligible employees shall be paid a sum computed by multiplying their current hourly rate of pay by the number of hours in their regular work day.

D. Part-time Custodian Employee Fringe Benefits

1. Part-time custodial employees are custodial employees who work less than eight (8) hours per day, less than a regular forty (40) hour work week and/or are not twelve (12) month employees.
2. Part-time custodial employees who are twelve (12) month employees will receive pro-rated vacation, holiday, sick leave, and bereavement pay benefits. Part-time custodial employees are not eligible for any other fringe benefits.

#### 14 WAGE SCALES

- A. In recognition of the need for "Making Time for Making Change," any bargaining unit member who works an additional one (1) hour will be paid or accumulate compensatory time.
- B. Secretarial/Clerical Classification

1. There shall be two (2) classifications for secretarial/clerical personnel as follows:

Classification I      Secretary to Assistant Principals, H.S., M.S., E.S., Secretary's for Athletic Director, Community Education (MCTI), Community Schools/Operations, and Guidance.

Classification II      Secretary to Principal of Elementary School, Middle School, and High School; Secretary for Transportation; and Publication Clerk.

2. The wage scale for each classification follows. Each secretary/clerk shall move up a step each July 1 until they are at the top.

Classification I

		July 1, 1998	July 1, 1999
	Probationary	\$7.90	\$8.12
Step	1	\$8.19	\$8.42
	2	\$8.60	\$8.84
	3	\$9.01	\$9.26
	4	\$9.41	\$9.67
	5	\$9.82	\$10.09
	6	\$10.36	\$10.64
	7	\$10.79	\$11.09
	8	\$11.17	\$11.48

Classification II

	July 1, 1998	July 1, 1999
Probationary	\$8.87	\$9.11

Step	1	\$9.13	\$9.38
	2	\$9.54	\$9.80
	3	\$9.93	\$10.20
	4	\$10.39	\$10.68
	5	\$10.79	\$11.09
	6	\$11.17	\$11.48
	7	\$11.59	\$11.91
	8	\$12.16	\$12.49

C. Paraprofessionals

Each paraprofessional shall move up a step each July 1 until they are at the top.

		July 1, 1998	July 1, 1999
	Probationary	\$6.53	\$6.81
Step	1	\$6.87	\$7.16
	2	\$7.21	\$7.51
	3	\$7.55	\$7.86
	4	\$7.89	\$8.21
	5	\$8.24	\$8.57
	6	\$8.56	\$8.90
	7	\$8.92	\$9.27
	8	\$9.24	\$9.60

D. Transportation

1. The following run rates and hourly rates shall be paid to transportation personnel.

	July 1, 1998	July 1, 1999
Morning & Afternoon Run	\$16.27	\$16.72
Afternoon Day Care Run (1 hour)	\$10.84	\$11.14
Kindergarten Run	\$20.25	\$20.81
Incentive Pay	\$1.04	\$1.07
Extra Trip	\$8.51	\$8.74
Extra Trip in lieu of regular run/1st hour	\$16.26	\$16.71
Extra Trip in lieu of regular run/after 1st hour	\$8.51	\$8.74
Car	\$14.28	\$14.67
Shuttle Run	\$8.51	\$8.74

2. Incentive pay will be paid for morning, afternoon, and kindergarten runs each pay day, provided the employee drives each of his/her regularly scheduled runs during the preceding pay period except as follows:
- a. When assigned an extra trip in lieu of a regular trip, the driver will receive incentive credit missed due to the extra assignment.
  - b. A driver using funeral leave or business leave as in Article 12, B. 3. shall not be charged incentive credit.
  - c. A driver shall not be charged incentive credit until he/she has used either a second sick day or unpaid day within the same pay period.
3. In addition to the above, each driver will receive a one hundred thirty dollar (\$130.00) stipend per year for the performance of regular off the road duties to be paid in two installments, the first pay of February and the last pay in June. In the event a driver leaves the employ of the District a proration of the stipend shall occur.
4. Any driver with five (5) or more years of service at the beginning of the school year shall receive ten dollars (\$10.00) per year for each year of service in the first pay of December.

E. Assistant Mechanic

1. The assistant mechanic shall be paid at the following rate.

	July 1, 1998	July 1, 1999
Probationary	\$13.49	\$13.86
	\$15.25	\$15.67

F. Custodians

1. The following hourly rates shall be paid to custodial personnel.

<u>Position</u>	<u>1998-1999</u>		<u>1999-2000</u>	
	Prob.	Regular	Prob.	Regular
A	\$9.04	\$12.30	\$9.29	\$12.64
B & C Van Driver	\$8.78	\$12.03	\$9.02	\$12.36
D	\$9.25	\$10.33	\$9.50	\$10.61

2. Any custodian with five (5) or more years of service at the beginning of the school year shall receive ten dollars (\$10.00) per year for each year of service, to a maximum of one hundred dollars (\$100.00), in the first pay of December.
3. Any custodial employee who maintains perfect attendance for a work quarter, defined as of January 1st and every ninety (90) days hence, shall receive a sum of fifty cents (\$.50) for each work day within that quarter. Criteria for the attendance incentive are as follows.
- a. Punches in on time.
  - b. Punches out at proper time.
  - c. No sick days.
  - d. Funeral leave, vacations, holidays, and personal business days are acceptable.
4. Custodians working night shift shall have a one-half (1/2) hour paid lunch period.
5. Shift differential premium for the night shift shall be ten cents (\$.10) per hour.

G. Media Center Assistants

1. The following hourly rates shall be paid to media center personnel.

	July 1, 1998	July 1, 1999
Probationary	\$6.10	\$6.27
1	\$8.22	\$8.45
2	\$9.22	\$9.47
Head "A" Position	\$9.47	\$9.73

The most senior media assistant within a building shall serve as the "A" media center assistant. The "A" position would serve as a contact person and lead person.

2. A media center assistant with five (5) or more years of service shall receive fifteen dollars (\$15.00) per year for each year of service in the Media Center payable the first pay of December.

H. Longevity

Secretaries, paraprofessionals, assistant mechanic and publication clerk will receive longevity benefits payable in their first pay in December.

After five (5) years of service      \$10.00 per year

The maximum years of service recognized is fifteen (15) years.

I. Incentive

Employees other than custodians and bus drivers who maintain perfect attendance for one semester shall receive a sum of fifty dollars (\$50.00). Payment is to be received the first pay period in February and the second pay period in June. Criteria for the attendance incentive are as follows.

1. Arrives on time
2. Leaves on time
3. No sick days
4. Funeral leave, holidays and personal business days are acceptable

**15 CONTINUITY OF OPERATIONS**

- A. For the term of this Agreement, the Association agrees that it will neither instigate, call, maintain, condone, or support, in any manner, a strike, slowdown, or other stoppage of work.
- B. In the event of any action in violation of the foregoing, the Association and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
  - 1. Promptly, no later than within twenty-four (24) hours, issue to the Board a signed statement to the effect that the work interruption is unauthorized by the Association.
  - 2. Within twenty-four (24) hours, instruct all of the members identified by the Board as guilty of such violation to return to work at once and all of its members to continue to work, and confirm all such instructions by letter or bulletin within forty-eight (48) hours.
  - 3. Refrain from giving any aid, encouragement, or support of any sort whatsoever to members who are violating the provisions of this Article.
- C. The Association will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her duties or who refuses to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article.

## **16 CONFORMITY TO LAW**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

## **17 MISCELLANEOUS PROVISIONS**

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions.

- B. Copies of the Agreement shall be printed at the expense of the Board and presented to all employees presently employed or employed during the duration of this Agreement.
- C. Any employee desiring to resign shall file a letter of resignation with the Personnel Office at least ten (10) working days prior to the effective date of resignation to be eligible to receive accumulated vacation.
- D.
  - 1. On days when school is canceled for students, paraprofessionals and media center assistants shall not be required to work and will be paid for the first (2) days.
  - 2. Secretarial/clerical personnel are to report to work if possible or when possible unless excused by their immediate supervisor and shall be paid for the first two (2) such days.
  - 3. A transportation employee shall be paid for snow days providing he/she meets the following conditions:
    - a. The employee drives all of his/her scheduled runs, except those runs which he/she has previously arranged to be absent from, on the next scheduled day following the snow day(s).
    - b. The employee checks his/her route and turn-around(s) for tentative travel the next day on each snow day and reports, via phone or in person, to the supervisor as soon as practicable.
    - c. The employee reports, in person, to the bus garage at 9:00 a.m. on the third consecutive snow day and each day thereafter if so instructed.
- E. The Board will reimburse an employee for physical examinations which are required by law, not to exceed the amount charged by the School's designated physician(s). TB skin tests, as required by law, will be reimbursed by the Board, the amount not to exceed that charged by the Barry County Health Department.
- F. An employee required to work outside of his/her job assignment for more than three (3) consecutive days shall receive the rate of the higher job assignment; except the assistant mechanic shall, in the event of substitute driving, be paid the higher rate.
- G. Transportation personnel shall be subject to the following provisions:
  - 1. It shall be the responsibility of the driver to keep the windows and interior of his/her bus clean on a daily basis during the regular student school year.
  - 2. It will be the responsibility of the School to have someone at the telephone during all regular driving hours.
  - 3. All drivers shall be at the bus garage twenty (20) minutes before dismissal time.

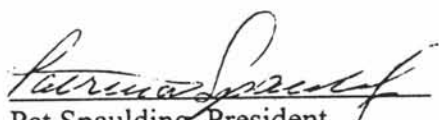


4. When a question arises concerning the qualifications or capability of any driver to safely operate a school bus, or the failure of any driver to adhere to the policies of the School or laws of the State of Michigan or the terms of this Agreement, the driver shall be removed from his/her route until satisfactory corrective measures have been made.
  5. Each bus shall be washed by the School at least every sixty (60) days.
  6. All regular buses shall be equipped with two-way radios.
  7. Chauffeur's license fees for drivers with two (2) or more years' seniority will be reimbursed within thirty (30) days of the date the current driver presents proof of obtaining same to the supervisor. Drivers having less than two (2) years' seniority will be reimbursed for the license fee after one (1) calendar year, provided they remain employed by the school.
- H. The Board agrees that it will not subcontract bargaining unit work providing the transportation supervisor shall be able to continue to perform duties as in the past.
- I. Custodial - Subcontract Bargaining Unit Work
1. Employees of the School not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instruction, training experimentation or in cases of emergency providing that the Engineer and Head Custodian shall continue to perform such duties as have normally been performed in the past.
  2. Student help may be used providing no employee of the unit is displaced thereby.
  3. Adult employees devoting twenty (20) hours or more work per week will come under the terms and conditions of this contract.
  4. The right of contracting or subcontracting is vested in the School. The right to contract or subcontract shall not be used for the purpose of undermining the Association nor to discriminate against any of the members, nor shall it result in the reduction of the present work force, nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.

## 18 DURATION OF AGREEMENT

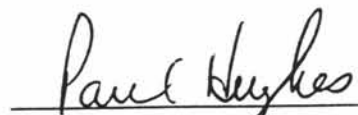
This Agreement shall be effective as of July 1, 1998, and shall continue in effect through the 30th day of June, 2000.

DELTON KELLOGG EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION/  
MEA/NEA

  
Pat Spaulding, President

  
Marcy Hartung, MEA Uniserv Director

BOARD OF EDUCATION  
DELTON KELLOGG PUBLIC SCHOOLS

  
Paul Hughes, President

  
Elizabeth Matteson, Secretary

Appendix A  
Custodial Job Descriptions

Head Custodian 'A' Duties:

Head Custodian 'A' employee shall be responsible for and be able to perform all of the duties of a Custodian 'B' or 'C' employee and have either the overall responsibility for a building and/or the supervision of other custodians.

Custodian 'B', 'C' or 'D' Duties:

1. Be available for general and emergency clean up assignments during the school day.
2. Do specific clean up assignments on a regular basis - i.e., dusting, lockers, furniture, waste receptacles, chalkboards, heating units, shower rooms, bathrooms, etc.
3. Be responsible for maintaining the cleanliness of the perimeter of the building. Such duties would be:
  - a. Pulling weeds.
  - b. Sweeping sidewalks.
  - c. Snow removal on sidewalks.
  - d. Pickup of parking lots.
4. Assist in moving, loading and unloading supplies when such duties are required. Bring shipping statements or invoices to the office.
5. Perform minor repair and maintenance jobs regarding the building structure, plumbing, electrical systems, hardware, heating and ventilating, furniture and equipment in building and on grounds. (Not applicable to Custodian 'D')
6. Carry out assigned tasks of painting, refinishing, constructing and remodeling. (Not applicable to Custodian 'D')
7. Maintain building security and assist other employees in guarding against theft, vandalism, fire, explosion, and storm damage. Report any matter of potential danger, misconduct and equipment malfunction and render assistance until help arrives.
8. Notify the office whenever he/she leaves the building or will be working in one specific area for a significant period of time.
9. Carry out matters of preparing facilities for use at school and community events on the premises, then return the area to proper condition for regular use.
10. Other related work as directed by the supervisor and/or authorized personnel.

