

4804

6/30/2001

**1998-2001**

**MASTER AGREEMENT**

**between the**

**EVART PUBLIC SCHOOLS**

**and the**

**EVART EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION**

*Evart Public Schools*

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## **MASTER AGREEMENT**

This Agreement entered into this 12th day of October, 1998, by and between the Board of Education of Evert Public Schools, hereinafter called the "Board", and the Michigan Education Association, hereinafter called the "Association", on behalf of the Evert Educational Support Personnel Association, MEA/NEA.

### **WITNESSETH**

WHEREAS, the Employer and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the Employer and the Association have entered into good faith negotiations and reached agreement upon wages, hours and other terms and conditions of employment;

The Employer and the Association do hereby set forth and memorialize this their full agreement.

## ARTICLE I

### RECOGNITION

Pursuant to the certification of representative issued by the Michigan Employment Relations Commission in Case No. R89 D-147 and R91 E-124, the Employer hereby recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in the bargaining unit defined and described as follows:

All full-time and regular part-time custodial-maintenance, food service and clerical-secretarial employees, instructional assistants, community education assistants, general education assistants, playground assistants, library assistants, Pineview reading consultant, Responsible Thinking Center (RTC) Coordinators and social worker; excluding: supervisors, secretary to the Superintendent, bookkeeper, transportation employees, substitutes and all other employees.

## ARTICLE II

### AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (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 Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association under the procedures specified below. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks 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.
- B. 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. Pursuant to such authorization, the Employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June each year. The Employer shall remit same to the MEA Uniserv Office at 1337 N. Mitchell Street Plaza, Suite B, Cadillac, MI 49601, within the time period specified in Paragraph A of this Article. The Employer shall not be required to make any dues or service fee deductions in the preference to legally required deductions.

The Employer shall not be required to make deductions from the compensation of

bargaining unit members except in conformance with standards and procedures specified in applicable law.

Nothing in this Article shall be interpreted or applied to require employee contributions to political action or other similar funds of the Association or its affiliates. Such deductions shall only be made with the written consent of the employee, on file with the Board, in accordance with statutory provisions.

- C. The procedure in all cases of non-payment of the service fee shall be as follows:
1. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the board to make such deduction pursuant to paragraph A above.
  3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same.
- D. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive and, unless and until such procedures (including any administrative or judicial, review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- E. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- F. The Association will certify at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction for membership dues, the amount of said membership dues. The Association will notify the Employer of the amount of service fee to be deducted by the Employer from non-members within fifteen (15) days following notification to non-members of the amount permitted.

The Association agrees to promptly notify the Employer of any litigation where an order (of a Court, administrative agency or arbitrator) has been issued preventing the Association

from implementing its policies regarding objections to political-ideological or other expenditures. In that event, the parties shall promptly meet to examine the impact of the order upon the union security provisions of this Article.

- G. The Association shall defend, indemnify and save the Board (including Administrative and clerical employees) harmless against and from any and all claims, demands, suits, judgments or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement (at Association expense) with any bargaining unit member whose wages have been subject to involuntary deduction under this Article. No such settlement shall, however, obligate the Board to take or refrain from taking any action or involve expenditure of funds of the Evert Public Schools without prior formal authorization and approval by the Board. If a court having competent jurisdiction over the area of Evert Public Schools rules the indemnification or save harmless provisions to be unenforceable, the obligation to collect involuntary deductions for service fees, as outlined in Section A, shall cease.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

The parties agree that no person or persons shall be discriminated against on the basis of race, sex, creed, national origin, marital status, age, or membership or non-membership in the Association.

### **ARTICLE IV**

#### **ASSOCIATION AND EMPLOYEE RIGHTS**

- A. The Board hereby agrees that members of the bargaining unit are accorded all the rights, privileges, and duties conferred by applicable laws of the State of Michigan as well as the Constitutions of the State of Michigan and of the United States. The parties further agree that alleged violation of such laws or Constitutional provisions shall not be processed through the final step of the grievance procedure found in this Agreement.
- B. The Association may request the use of school building facilities for its meetings through the Superintendent or his/her designated representative. These requests must be in writing and submitted at least twenty-four (24) hours in advance of the proposed meeting. The request is subject to the approval of the Superintendent or his/her designee. The Association shall reimburse the District for all costs associated with the use of such facilities in accordance with the Board of Education policy as applied to other school affiliated groups.
- C. No bargaining unit member shall be prevented from wearing insignia, pins or other identification of membership in the Association, either on or off school premises, provided

that such activities do not impair the performance of work or create disruptive conditions within the school.

- D. Space shall be made available for the Association on a bulletin board in each school building where bargaining unit members work for the posting of notices by the Association regarding Association business and matters of interest related to the Association which are not disruptive and do not interfere with the work of bargaining unit members. The Association assumes responsibility for materials placed on such bulletin boards by the Association and its authorized agents.
- E. When requested by the Association, the Board agrees to make available public budgetary information and other public information which may be necessary for the Association to bargain collectively. Further, the Board agrees to provide the Association with any information which may be relevant and necessary to process a grievance, provided the information is not exempted from disclosure by law.

## **ARTICLE V**

### **BOARD RIGHTS**

- A. Nothing in this Agreement shall be construed or interpreted to limit or impair the right of the Board to exercise its own discretion on all of the following matters, whatever may be the effect upon employment, when in its sole discretion it may determine it advisable to do any or all of the following:
  - 1. To manage its affairs generally; to continue its right of assignment and direction of personnel; to determine the number of personnel and scheduling of all of the foregoing, including the right to establish, modify or change any work or business or school hours or days.
  - 2. To direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees, provided such actions are not in conflict with this Agreement.
  - 3. To determine the qualifications of its employees.
  - 4. To adopt rules and regulations not in conflict with the terms of this Agreement governing the conduct of employees.
  - 5. To determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
  - 6. To determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
  - 7. To determine the number of hours worked by bargaining unit members, including

starting and ending times of work shifts provided that such determinations are not in conflict with this Agreement.

8. To determine the policy affecting the selection, testing or training of employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, as well as the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
- C. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restricting of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

## ARTICLE VI

### GRIEVANCE PROCEDURE

- A. A grievance is defined as a claim by a bargaining unit member that there has been a violation, misinterpretation or misapplication of the express terms of this Agreement.
- B. Written grievances as required herein shall contain the following:
  1. It shall be signed.
  2. It shall be specific.
  3. It shall contain a brief summary of the pertinent facts causing the grievance.
  4. It shall cite the section or subsections of this Agreement alleged to have been violated.
  5. It shall contain the date of the alleged violation.
  6. It shall specify the relief requested.
- C. The Association shall furnish the Superintendent with the names of the departmental representatives assigned by the Association to handle grievances on or before the 15th day of September of each year of this Agreement. Unless otherwise designated in writing, the Board hereby appoints its departmental supervisors to act as its representatives at Level One as hereinafter described and the Superintendent (or his/her designated representative) to act at Level Two as hereinafter described.
- D. The term "days" as used herein shall mean scheduled workdays. A "workday" shall be defined as any day when the central administrative offices of the school are open. Time limits may be extended only upon mutual written agreement of the parties. Any grievance not answered within the time limits by the District or its representatives may be advanced to the next step by the Association. Any grievance not pursued or appealed by the Association or bargaining unit members within the time limits hereinafter specified shall be deemed



settled on the basis of the District's last response.

E. Level One - Supervisor

A bargaining unit member wishing to process a grievance, as defined above, shall within ten (10) days of its alleged occurrence orally discuss the grievance with the department supervisor in an attempt to resolve the same. The supervisor shall be advised in the oral discussion that the events being discussed are being presented as the basis for a grievance and the terms of this Agreement upon which the grievance is based. Failure to do so will invalidate the grievance. If no resolution is obtained within five (5) days of the oral discussion, and if the employee wishes to pursue the matter further, he/she shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - Superintendent

A copy of the written grievance shall be filed with the Superintendent or his/her designated agent as specified in Level One. The Superintendent or designated agent shall within ten (10) days of the filing of the grievance arrange a meeting to discuss the grievance. The grievant may, if he/she chooses, be accompanied to said meeting by a representative from the local Association and/or a MEA staff representative. The Superintendent or designee shall have ten (10) workdays following this discussion within which to render a written decision on the grievance, transmitting a copy of same to the grievant and the Association.

Level Three - Board of Education

If no decision is rendered by the Superintendent within the above time limitations or if the decision is unsatisfactory to the grievant and the Association, the Association may appeal the grievance to the Board of Education by filing a notice of appeal along with the decision of the Superintendent to the Board of Education Secretary within five (5) days after receipt of the Superintendent's written disposition or the deadline for such disposition, whichever occurs first.

Upon receipt of the written grievance, a Committee of the Board of Education shall schedule a hearing on the grievance. The Committee shall make a recommendation to the Board. The Board shall make a written disposition of the grievance no later than twenty (20) days following the next scheduled Board meeting after the Committee hearing. The Board may hold future hearings thereon, may designate one or more of its members to hold future hearings thereon, or otherwise investigate the grievance. However, the final determination of the grievance by the Board shall be made not more than twenty (20) days after the initial Board Committee hearing, except with the express written consent of the Association.

Level Four - Binding Arbitration

Only the Association shall have the right to process or appeal a grievance at Level Four.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board refer the matter to arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. Within such ten- (10) day

period, the Association will also serve a copy of the Demand for Arbitration upon the Board of Education.

2. Neither party may raise a new defense or ground during the arbitration proceeding. Each party shall submit to the other party not less than five (5) days prior to the arbitration hearing, a pre-hearing statement alleging facts, grounds, and defenses which will be proven at the hearing. The parties may also elect at such time to confer in an attempt to settle the grievance.
3. The powers of the arbitrator are subject to the following limitations:
  - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. He/she shall have no power to establish salary scales or to change any salary.
  - c. He/she shall have no power to rule upon the termination of services of or failure to re-employ any probationary employee.
  - d. He/she shall have no power to consider any claim for which there is another remedial procedure or forum established by law or governmental regulation.
  - e. He/she shall have no power to rule upon the content of an employee evaluation.
  - f. He/she shall have no power to change any practice, policy or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District. His/her power shall be limited to deciding whether the District has violated the express Articles or sections of this Agreement. He/she shall not imply obligations and conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District.
  - g. He/she shall have no power to decide any question which, under this Agreement, is within the responsibility of management to decide. In rendering a decision, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  - h. He/she shall have no power to interpret state or federal law.
  - i. He/she shall not hear any grievance previously barred from the scope of the grievance procedure.

More than one grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent of the parties and then only if the grievances are of a similar nature. The cost of the arbitrator shall be borne equally

by the parties except each party shall assume its own cost for representation including any expense of witnesses.

- F. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the issue of arbitrability. By stipulation of the parties, the arbitrator shall have the authority to concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. Should the arbitrator determine that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits. Submission of jurisdictional issues to the arbitrator shall not be regarded as a waiver by either party of its right to institute civil litigation contesting either the authority of the arbitrator or any award allegedly rendered in excess of such authority. The Opinion and Award of the Arbitrator shall be final, binding and conclusive upon the Association, District and employees. Any litigation to vacate or enforce the Arbitrator's award must be initiated within six (6) months of issuance of the Opinion and Award.
- G. The District shall not be required to pay back wages more than twenty (20) days prior to the date a written grievance is filed.
1. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
  2. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of back pay.
  3. No decision in any one case shall require a retroactive wage adjustment in any other case.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member or participating Association representative is to be at his/her assigned duty station, except as otherwise mutually agreed to the contrary between the District and the Association. When there is agreement to release Association representative(s) under this paragraph, their compensation shall be paid for any regular work hours missed.
- I. The time limits set forth herein shall be strictly adhered to but may be extended by mutual agreement of the parties confirmed in writing.
- J. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this contract (as defined in the duration clause) may be processed through the grievance procedure until resolution. It is understood by the parties that no grievance shall be filed or based upon any prior or previous agreement or upon an alleged grievance occurring prior to the effective date of this Agreement. Further, grievances filed after the expiration of this Agreement shall not be processed under these grievance procedures unless otherwise specifically agreed in writing by both the Board and the Association.

- K. The Employer shall permit authorized Association representatives access to, and the right to inspect copies of personnel files, and other files or records (not exempt from disclosure by law) which pertain to the grievant or which are reasonably necessary for processing of a grievance.

## ARTICLE VII

### DISCIPLINE OF EMPLOYEES

- A. Upon satisfactory completion of the designated probationary period, a seniority employee will not be disciplined or discharged without just cause.
- B. A bargaining unit member shall be entitled, upon request, to have present a local Association representative and/or a MEA staff representative, for any Employer conference pertaining to the investigation and/or imposition of discipline. Prior to holding a conference for these purposes, the Employer agrees to inform the bargaining unit member if it then anticipates that the conference could lead to discipline of the bargaining unit member
- C. Prior to taking disciplinary action the Employer shall promptly conduct an investigation to determine the relevant facts and conduct an investigatory interview with the bargaining unit member. At this conference, the Employer will present the bargaining unit member with the charges against him/her and provide the bargaining unit member an opportunity to respond. The bargaining unit member shall promptly provide the administration with the full particulars of the alleged incident(s) for which discipline is being contemplated.
- D. The Employer will use a progressive/corrective discipline approach in assessing disciplinary measures. The disciplinary measures imposed shall be appropriate to the misconduct or deficiency in performance. More advanced levels of discipline may properly be imposed for initial instances of serious misconduct. Discharge shall be appropriate for repeated misconduct or deficiency in performance where progressive disciplinary measures have previously been assessed or for serious misconduct or deficiency in performance which justifies discharge in the first instance.  
  
Progressive disciplinary levels are as follows: (1) verbal discussion with employee; (2) written warning; (3) written reprimand; (4) suspension without pay; (5) dismissal.  
  
The District shall have the right to place an employee on paid suspension for such time as is necessary to complete a disciplinary investigation.
- E. The Board agrees to provide an area in which a bargaining unit member who is suspended or discharged may meet with an Association representative before the bargaining unit member is requested to leave the premises.
- F. By mutual written agreement, the parties may stipulate, in cases of discharge, to bypass Level One and/or Level Two of the grievance procedures set forth in Article VI of this Agreement.

- G. Each employee shall have the right, by appointment, to review the contents of his/her personnel file. A representative of the Association may, at the request of the employee, accompany the employee at this review. Privileged information, such as confidential credentials and related personnel references from sources outside Evert Public Schools, is specifically exempt from review. Written complaints regarding an employee shall include the name of the complainants and any administrative action taken, and shall be reviewed with the employee before placement in the personnel file.

In the event that the District receives a Freedom of Information Act (FOIA) request for information in a bargaining unit member's personnel file, the District shall promptly notify the affected bargaining unit member. Notice to the bargaining unit member's address or phone number, on file with the District, shall be sufficient for this purpose. The District shall allow the affected bargaining unit member an opportunity to review any material being released prior to it being released, provided that the bargaining unit member makes himself/herself available within the period in which the District is required to respond to the FOIA request.

## **ARTICLE VIII**

### **PROBATIONARY PERIOD**

- A. A newly hired bargaining unit member shall be on probationary status for sixty (60) workdays, taken from and including the first day of regular employment. However, the District may extend the probationary period for an additional twenty (20) working days. \* If at any time prior to the completion of the probationary period, the bargaining unit member's work performance is regarded as unsatisfactory by the Employer, the employee may be dismissed without appeal. Probationary bargaining unit members who are absent on scheduled work days shall work additional days equal to the number of days absent, and such employee shall not have completed their probationary period until these additional days have been worked.

\*In the event that the probationary period is extended, written notice will be given to the involved employee and the Association.

- B. Upon satisfactory completion of the probationary period, the bargaining unit member's seniority date shall be retroactive to the first working day. At that time, the bargaining unit member's name shall be entered on the seniority list. A discharged probationary employee, who is rehired within ninety (90) working days of discharge, shall have seniority from the first date of hire.

## **ARTICLE IX**

### **SENIORITY**

- A. "Seniority" shall be defined as the length of a bargaining unit member's continuous and uninterrupted employment in the respective seniority classifications of this bargaining unit from the employee's initial date of hire (i.e. first working day) in such classification(s). The parties agree that the seniority list dated July 21, 1998 accurately reflects the "initial date of hire" of each bargaining unit member listed subject to the provisions of Paragraph D of this

Article. Time spent on layoff or unpaid leave of absence shall not interrupt seniority but shall not count for service credit for entitlement to other benefits under this Agreement. Seniority is not cumulative among seniority classifications and may be exercised only within the classification in which it is accumulated. Movement from one classification to another shall not terminate seniority that the employee has previously accumulated in any other classification under this Agreement, provided there has not been a break in continuous employment. However, seniority in the former classification shall not continue to accrue in that classification while the employee is working in another classification.

B. There shall be no seniority among probationary employees. After satisfactory completion of their probationary period, bargaining unit members will be entered on the seniority roster in accordance with the provisions of Article VIII of this Agreement.

C. The seniority classifications of this bargaining unit are as follows:

1. Secretarial/clerical employees
2. Food service workers
3. Custodial/maintenance workers.
4. Educational Assistants\*
5. Social Worker
6. Playground Assistants
7. RTC Coordinators

\*Includes: Instructional Assistants  
Community Ed Assistants  
General Ed Assistants  
Pineview Reading Assistant  
Library Assistants

D. The employer shall prepare and maintain a seniority roster showing the length of service of each bargaining unit member within the respective seniority classifications. A copy shall be furnished to the Association not later than October 1 annually. If no objections are received within thirty (30) days thereafter as to the accuracy of the seniority list, the Employer's list shall be regarded as conclusive. In the event more than one bargaining unit member has the same length of service in a seniority classification, seniority placement on the list shall be determined by a mutually agreeable method, (coin toss or draw straws), accomplished in the presence of a representative from both the Association and the District.

E. Seniority shall be lost for the following reasons:

1. The employee quits.
2. The employee retires.
3. The employee is discharged under Article VII (and not reinstated through procedures set forth in this Agreement).
4. The employee fails to return to work within ten (10) working days after issuance of the District's notice of recall to the last known address of the bargaining unit member as shown on the District's records. It shall be the responsibility of the

- bargaining unit member to provide the District with a current address.
5. The bargaining unit member is laid off or had not, for any reason, worked (substitute service of ten days or more in any six month period) for the District for a continuous period exceeding the length of the employee's employment on the effective date of layoff or two (2) calendar years from the effective date of layoff, whichever occurs sooner. When a bargaining unit member provides substitute service of ten (10) days or more in any six (6) month period, his/her recall eligibility shall be extended for two (2) calendar years from the last date of substitute service.
  6. The enumeration of the above conditions for loss of seniority shall not constitute a limitation upon the right of the Employer to impose disciplinary measures (including discharge) for violation of the Employer's rules and policies which are not in conflict with the express terms of this Agreement.

## ARTICLE X

### LEAVES OF ABSENCE

#### A. Sick Leave

1. Accumulation: Each bargaining unit member shall be credited with one (1) sick day per month worked to a maximum of twelve (12) days per fiscal year (July 1 - June 30). Sick leave for part-time employees (less than six (6) hours per workday) shall accumulate according to the number of hours the bargaining unit member was scheduled to work. Sick leave shall be accumulative to seventy-five (75) days.
2. Use: Acceptable reasons for sick leave with pay shall be personal illness, scheduled doctor's appointments, or injury or serious illness or death in the immediate family of the employee. Up to six (6) days of each employee's sick leave accumulation per fiscal year may be used for immediate family. "Immediate family" shall be interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, son or daughter-in-law, grandchildren and grandparents. Additional days may be approved for this purpose by the Superintendent.
3. The Superintendent may require that any bargaining unit member applying for use of sick leave exceeding three (3) consecutive working days or an employee with a pattern of absences procure a doctor's certification of illness, injury, or disability for the days absent.
4. The Superintendent may at any time require any bargaining unit member to submit to a physical and/or mental examination by an appropriate practitioner selected by the District for purposes of verifying the bargaining unit member's eligibility for leave or return from leave under this Agreement or to verify the bargaining unit member's ability to successfully perform his/her assignment. Such examination shall be paid for by the Board.
5. Reporting Procedure: Absences shall be reported to the bargaining unit member's immediate supervisor at least two (2) hours before the employee's scheduled starting time, except in case of emergency. Should the employee know that the absence will

continue beyond two (2) or more consecutive days, the bargaining unit member shall notify his/her immediate supervisor to this effect before the end of the first such day and each succeeding day of absence thereafter. In cases of prolonged illness, the bargaining unit member may be excused by the immediate supervisor from making such daily reports, provided that the bargaining unit member has submitted in advance to the immediate supervisor a physician's statement detailing the reasons for absence and the anticipated date of return to duty.

6. In cases where the bargaining unit member receives wage continuation benefits through Workers' Compensation and/or any disability income protection plan funded by the District, the bargaining unit member shall be limited to the benefits received through Workers' Compensation and/or disability income protection insurance. In such case, the employee may not utilize sick leave.
7. Upon retirement from the District and application to the Michigan Public School Employees Retirement System for retirement, or written resignation to the Superintendent and Board of Education, bargaining unit members with a minimum of fifteen (15) years of continuous service in Evart shall receive twenty dollars (\$20) or twenty-five dollars (\$25) if twenty (20) years of continuous service with the Evart Public Schools, per unused sick leave day to a maximum of seventy-five (75) days. For purposes of this provision, "continuous service" is not broken by a layoff but time on layoff does not count toward years of "continuous service" for receipt of the above severance benefits.
8. When a situation arises whereby an employee has exhausted his/her accumulated sick leave and is still facing a substantial loss of income due to catastrophic circumstances, the Board and Association shall meet to investigate the feasibility of donating sick days to said individual from other bargaining unit members. At no time shall the donated number of days exceed forty-five (45). Any donated days which are unused shall be returned to the party or person making the donation. Where more than one bargaining unit member makes a donation, the Association shall advise the District, in writing, regarding the identity of the employees to whom any unused days shall be returned.
9. For purposes of the Family and Medical Leave Act, sick leave allowed and which is taken under this Article shall be charged against an eligible employee's leave entitlement under the Family and Medical Leave Act, at the election of either the District or the employee. This shall apply to:
  - a. Sick leave which is utilized pursuant to Paragraph A (1) of this Article to care for a family member (child, spouse or parent, as defined in FMLA) with a serious health condition, including where the eligible employee must make arrangements for necessary medical and/or nursing care.
  - b. Sick leave which is utilized pursuant to Paragraph A (1) of this Article due to serious health condition which renders the eligible employee unable to perform the essential functions of his/her job.



10. Attendance Incentive

- a. School year employees whose absences [except for paid vacations, paid holidays, compensatory time, approved school business leave (e.g. training), and Association business leave] during a semester do not exceed the levels specified below, receive a separate payment according to the following schedule.

0 days absent:	\$75.00
1 day absent:	50.00
2 days absent:	\$35.00

- b. Full-time (twelve (12) month) employees whose absences [except for paid vacations, paid holidays, compensatory time, approved school business leave (e.g. training), and Association business leave] during a six month period do not exceed the levels specified below shall receive a separate payment according to the following schedule:

(For purposes of this section, the six (6) month intervals shall be July 1 - December 31 and January 1 - June 30.)

0 days absent:	\$100.00
1 day absent:	\$75.00
2 days absent:	\$50.00

B. Bereavement Leave

A leave of absence with pay not chargeable against the bargaining unit member's paid sick leave shall be granted for up to three (3) days for death in the immediate family, (spouse, parents, children, siblings, in-laws, grandparents, grandchildren and dependents living in the immediate household of the bargaining unit member). Additional days for this purpose may be requested of the Superintendent and if approved, shall be deducted from the employee's accumulated sick leave.

C. Personal Business Leave

A bargaining unit member shall be granted two (2) days each fiscal year (July 1 - June 30) for the purpose of conducting personal business of an urgent and necessary nature which requires the personal presence of the bargaining unit member and cannot be arranged at an alternative time which does not interfere with the duties of employment. Request for use of personal business leave indicating the circumstances necessitating its use must be made at least seventy-two (72) hours in advance to the bargaining unit member's immediate supervisor. The Superintendent reserves the right to inquire about usage. Personal business days are not to be used to extend a vacation, holiday or weekend, for recreational purposes or ventures for profit from personal services.

Personal business leave may not be taken immediately before or after a school holiday or vacation. The personal business leave for part-time bargaining unit members [less than six (6) hours per day] shall accumulate according to the number of hours they are scheduled to work.

D. Any bargaining unit member who is subpoenaed to testify during working hours in any judicial or administrative matter (excluding adversarial matters between the District and the Association and/or the District and the bargaining unit member) shall be paid his/her full compensation for such time, less any compensation received as witness fees. The bargaining unit member shall be expected to return to work promptly upon completion of this obligation if there is any time remaining on the bargaining unit member's regular work shift.

E. Jury Duty

A bargaining unit member who is summoned for jury duty shall suffer no loss of compensation due to his/her absence for this purpose for the time required which conflicts with the bargaining unit member's regularly scheduled work assignment. The bargaining unit member will report to work promptly when released from jury duty to resume his/her scheduled work. The District shall not be obligated to compensate the bargaining unit member more than his/her regular rate of pay for the scheduled hours missed less any amounts which the bargaining unit member is entitled to receive from the court as a juror fee. The bargaining unit member shall advise his/her immediate supervisor of the necessity for this absence as soon as he/she is advised of the obligation to serve.

F. Conditions of Leaves of Absence

1. In the event an employee takes paid leave time (sick or vacation) the employee's benefits (leave accumulation, insurance, etc.) shall continue to accrue or be paid as though the employee was working.
2. A bargaining unit member who requests and is granted an unpaid leave of absence due to illness, disability or injury which incapacitates him/her and whose sick leave has been exhausted, shall have his/her health insurance premium paid for a maximum of thirty (30) calendar days from the date on which sick leave is exhausted unless a longer period of Employer paid coverage is required under the Family and Medical Leave Act. Thereafter, the Employer shall have no further responsibility to continue fringe benefit premium payments on behalf of said employee, unless and until such time as the employee is actively returned to work and is entitled to reinstatement of benefits.

If the employee fails to return from leave taken under the Family and Medical Leave Act (except in the event of the continuance, onset or recurrence of a serious health condition of the employee, of the employee's family member or other circumstances beyond the employee's control) the District shall have the right to recover all health plan premium payments made during the unpaid leave interval. This shall not include recovery of any health plan premiums for periods of paid leave which have been substituted for unpaid leave under the Family and Medical Leave Act. Amounts owed may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the District within thirty (30) days of demand.

3. All other unpaid leaves of absence, (other than as described in paragraph 2 above), shall not entitle the bargaining unit member to any benefits under this Agreement except as otherwise specifically described under the terms of this Agreement.

4. Upon expiration of a leave of absence, an employee shall be returned to his/her position from which leave was taken, if in existence, or if not, to a position within his/her classification for which he/she possesses sufficient seniority. Return to an assignment shall be subject to the operation of the reduction in personnel procedures of this Agreement. Compliance with the above requirements shall be considered restoration to an "equivalent" position for purposes of the Family and Medical Leave Act.

G. Association Business

The Association will be allocated a total of forty-five (45) hours per school year for the purpose of conducting Association business. Association business shall not be conducted during a time when a bargaining unit member is scheduled to perform work responsibilities. Notice of intent to use this leave shall be given to the Superintendent at least three (3) workdays in advance. The cost of substitutes shall be paid by the Association.

## ARTICLE XI

### LAYOFF AND RECALL

- A. "Layoff" shall be defined as a determination by the District to effectuate a reduction in the work force, which reduction is implemented either by discontinuing the employment of a designated number of individual employees and/or through a reduction in the hours assigned to positions within the bargaining unit. The Employer reserves the right to select the job classification(s), department or school in which the layoff shall take place. Bargaining unit members to be laid off will be provided fifteen (15) workdays' notice of layoff prior to the effective date of the reduction.
- B. In the event of a layoff, the Board shall identify the specific position(s) to be reduced in hours or eliminated and shall notify the employee(s) in those positions. When the Employer determines to reduce the size of the work force through elimination of positions in a seniority classification, employees in the seniority classification shall be reduced in order of least seniority within the seniority classification being reduced, provided that there are more senior employees within the seniority classification remaining who possess the skills and qualifications required to perform the assignments vacated by the least senior employee(s) in the classification.

When the Employer determines to institute a layoff through a reduction of one (1) or more hours per day in a position, the bargaining unit member assigned to that position at the time of reduction has the right to displace the least senior employee in the same classification, who is assigned to a position having a greater number of hours, provided that the more senior employee has the skills and qualifications required to perform the assignment of the least senior employee in the same classification. This displacement may only take place by the more senior employee leaving the position in which hours have been reduced and then taking the entire position held by the least senior employee in the same classification. The least senior employee who is displaced, provided he/she is within the same classification and possesses the required skills and abilities, will then be assigned to the position vacated by the more senior employee in the same classification.

- C. A bargaining unit member who is laid off from a position in his/her present seniority classification may be assigned to a position in another seniority classification in which he/she has previously accumulated seniority, provided that there is a less senior employee in that classification and that the more senior employee possesses the skills and qualifications necessary to perform the assignment in the other classification. Any such bump must be exercised upon the least senior employee within the other classification, provided that the bumping employee is qualified to perform the work of the displaced employee.
- D. The District shall recall employees from layoff according to their seniority within the classification of the vacant assignment(s), provided that the recalled employee is presently qualified (at the time of recall) to perform the available work. There shall be no obligation under this agreement to post a vacancy where there are bargaining unit members on layoff who are properly classified and qualified to fill the vacancy.
- E. Notices of recall shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address as shown on the District's records. It shall be the employee's responsibility to keep the District notified of his/her current mailing address. The recall notice shall state the time and date on which the employee is to report to work. A recalled employee shall be given ten (10) workdays from receipt of a recall notice to report to work. The District may fill the open position on a temporary basis until the recalled employee is scheduled to report for work. An employee who declines recall to perform work for which he/she is classified and qualified under this Agreement shall forfeit his/her seniority rights under this Agreement and shall be considered a quit.
- F. Employees on layoff shall accrue seniority during the period of such layoff but shall not acquire service or experience credit for purposes of entitlement or eligibility to any other benefit under this Agreement.
- G. Any school year employee who draws unemployment compensation benefits due to layoff and then is recalled to a position not less than the same classification, number of hours, and rate of pay at the beginning of the school year immediately following the layoff, shall repay the School District the amount of unemployment compensation benefits received. Repayment shall be made before the end of the school year. Payroll deduction shall be available at the employee's option. If fifty percent (50%) of the amount owed is not repaid by the employee by February 1st of the school year immediately following the layoff, the remainder owed shall be collected by the District through adjustment of the employee's wages over the remainder of that school year with the deduction spread over the remaining payrolls of that school year.

## ARTICLE XII

### NEGOTIATION PROCEDURES

- A. Upon mutual agreement, the parties may confer during the term of this Agreement for the purpose of discussing matters of common concern. The parties shall cooperate in scheduling such meetings at mutually convenient times. Items for a given meeting shall be limited to an agenda which will be mutually developed in advance of the meeting.

- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive 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. However, the parties shall not be precluded from mutually and voluntarily agreeing to reopen any provision of this Agreement for re-negotiation during the term of this Agreement.
- C. In any negotiations between the parties, neither party shall have any control over the selection of the negotiators or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. The parties mutually pledge that representatives selected by them shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.
- D. There are no understandings or agreements or past practices which are binding on either the District or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the District or the Association until it has been placed in writing and signed by both the District and the Association as either an amendment to this Agreement or as a Letter of Understanding executed by both parties.

### ARTICLE XIII

#### ASSIGNMENTS, VACANCIES AND TRANSFERS

- A. A "permanent" vacancy shall be defined as a newly created position within a classification represented by the Association in this bargaining unit or a present position within a classification represented by the Association in this bargaining unit which position becomes vacant by reason of the permanent separation (resignation, death, discharge or leave of absence exceeding twelve (12) months) of the bargaining unit member formerly in said position.

A "temporary vacancy" shall be defined as an existing bargaining unit position which becomes open due to the absence of a bargaining unit member or due to anticipated short-term staffing needs for a period exceeding thirty (30) consecutive workdays, but not to exceed twelve (12) months.

No "vacancy", permanent or temporary, shall exist for purposes of this Article unless and until the Board shall determine to fill any such position, which determination shall be within the sole discretionary authority of the Board.

B. The following provisions shall apply to the filling of temporary vacancies:

1. Temporary vacancies shall be posted for five (5) workdays prior to being filled. During the posting period the Board has the right to use a non-bargaining unit substitute to fill the opening.
2. Any qualified bargaining unit member who has completed the probationary period in his/her current classification has the right to apply for a temporary vacancy in the same or another classification. This shall not restrict the Board from also considering external applicants. Selection of an applicant to fill a temporary vacancy is the right of the Board.
3. If a bargaining unit member is selected to fill a temporary vacancy, the following conditions apply:
  - a. If the temporary vacancy is in the same classification as the bargaining unit member's current assignment, the bargaining unit member will continue to receive the same hourly rate in the temporary assignment. If the temporary vacancy is in a different classification than the bargaining unit member's current assignment, the bargaining unit member for the first thirty (30) working days in the temporary assignment shall be paid at the "First Year" level for the classification which the temporary assignment exists as set forth in Appendix A. After thirty (30) working days, the bargaining unit member shall be advanced to the "Second Year" wage level in the classification in which temporary assignment exists, as set forth in Appendix A, provided that the bargaining unit member filling the temporary vacancy has been in the employ of the Board for at least twelve (12) months.
  - b. During the period of temporary assignment, the bargaining unit member shall not earn or accrue seniority in the classification in which the temporary assignment is being performed but shall continue to accrue seniority in the classification of the bargaining unit member immediately prior to being awarded the temporary assignment.
  - c. Either the Board or the bargaining unit member has the right to discontinue the assignment of the bargaining unit member to the temporary assignment upon two (2) workdays notice.
  - d. At the conclusion of the temporary assignment, the bargaining unit member shall be returned to the assignment that he/she occupied immediately prior to accepting the temporary assignment subject to the layoff and recall provisions of this Agreement. During the period of a temporary assignment the Board has the right to assign a non-bargaining unit substitute to the position normally held by the bargaining unit member who has received temporary assignment. There is no requirement to treat the latter opening as a temporary vacancy.

C. The following provisions apply to the filling of permanent vacancies:

1. All "permanent" vacancies shall be posted for a period of at least five (5) workdays

for application by internal and external applicants prior to the permanent filling of the position. There shall be no requirement to post vacancies, as defined above, where the position may be filled by return of a bargaining unit member from leave of absence or by recall from layoff.

If a permanent vacancy has not been filled within twenty (20) workdays from the posting deadline, it will be re-posted if the Board still desires to fill the permanent vacancy.

2. Bargaining unit members may apply for a permanent vacancy by filing a written application with the Superintendent or his/her designee within the applicable posting period. All postings shall contain a statement of job qualifications and responsibilities, anticipated hours, rate of pay, immediate supervisor, and work location.
  3. Management retains the right to select the best-qualified applicant, internal or external, to fill a permanent vacancy. Bargaining unit members within a classification shall receive first consideration for a permanent vacancy in the same classification provided that their qualifications, work record and ability are equal to or better than those of an external applicant.
  4. A successful candidate from within the bargaining unit shall be placed on a probationary period for thirty (30) days when awarded a permanent vacancy according to the procedure described above. If the Board is not satisfied with the bargaining unit member's performance in the new assignment or if the bargaining unit member so elects, he/she shall be returned to his/her former position and rate of pay by the conclusion of the thirty (30) day probationary period. It is understood that while serving this probationary period the bargaining unit member will receive the rate of pay appropriate to the new position. Further, during this thirty- (30) day trial period the Board shall have the right to utilize a non-bargaining unit substitute in the bargaining unit member's former assignment
  5. The applicant selected for a permanent vacancy shall be notified of that selection and the time and place to report for work. Employee applicants not selected shall be notified of that fact.
- D. District-required training for use of new types of equipment, technology or services to students shall be provided without loss of compensation and at no cost to the employee. Both the Association and its bargaining unit members recognize the importance of such training in contributing to the efficient operation of the school district.
- E. The right of assignment and transfer is reserved to the school district, through its administration.
- F. Should a bargaining unit member be required to temporarily assume and perform the duties of another bargaining unit member, assigned to a different classification, the employee shall receive the higher of his/her regular rate or the rate associated with the temporary assignment. However, this shall not apply when the bargaining unit member makes application for and is awarded a temporary vacancy under the procedures and conditions established in Paragraph B of this Article.

- G. The administration shall provide the Association with notice of proposed or amended job descriptions for bargaining unit positions prior to final adoption by the Administration. Furthermore, the Administration agrees to consider input from the Association prior to final adoption of new job descriptions for bargaining unit positions.

## ARTICLE XIV

### WORK SCHEDULES

- A. The normal work year for school term employees shall be determined annually by the District. The normal work year for all other bargaining unit members shall be twelve (12) months and shall run from July 1 to June 30.
- B. The work day and schedule for all bargaining unit members shall be established by the District, based on the District's determination of the needs and resources of the District, and may be changed from time to time as is deemed necessary and appropriate by the Board. The initially established work schedule for school year bargaining unit members will be given to them within fifteen (15) workdays after the beginning of the school year. The normal workweek shall be Monday through Friday. Employees will be paid for time worked but must have advance authorization from their immediate supervisor to work beyond their regularly scheduled hours, as designated by the District.

Working hours within an established daily schedule shall be consecutive, except that this shall not require the District to change any non-consecutive "split shift" schedules which were in effect at the beginning of the 1989-90 school year.

- C. Bargaining unit members shall report at the designated starting time of their shift and shall not leave, without permission (except during their unpaid lunch period) until their established quitting time. Bargaining unit members who must leave the premises at any time for any reason shall inform their immediate supervisor of the reason for leaving, destination, estimated time of return, and secure the supervisor's permission prior to leaving, provided that a supervisor is available. If a supervisor is not available, the employee shall make a written report to the supervisor the following work day.
- D. All bargaining unit members working shifts of seven (7) hours shall be entitled to a fifteen (15) minute rest period in the first half and another fifteen (15) minute rest period in the second half of their shift. All bargaining unit members working shifts of less than seven (7) hours but at least four (4) hours shall be entitled to a fifteen (15) minute break near the mid-point of their shift. Breaks taken by Assistants and the Social Worker need not be scheduled near the mid-point of their shift. All breaks described above are paid periods. It is recognized that the operating needs of the school district may occasionally require rescheduling of breaks by the immediate supervisor. All break lengths are to be strictly observed, by both parties.
- E. A thirty (30) minute unpaid lunch period shall be allotted daily to a bargaining unit member who is scheduled to work at least four (4) hours in his/her assigned shift. The unpaid lunch period shall be scheduled by the bargaining unit member with his/her immediate supervisor in order to minimize any interference with school program operations and services. The bargaining unit member and his/her immediate supervisor may agree to waive the above



lunch period making any necessary adjustments in the bargaining unit member's shift to reflect the absence of the unpaid lunch period.

If it becomes necessary for a supervisor to ask a bargaining unit member to work through his/her regularly scheduled lunch hour, the lunch will either be taken during the same work shift or the supervisor and employee may agree to compensatory time which may be used on another work day. Compensatory time shall be recorded and will only be utilized at times which are not disruptive to the District's operations, as determined by the supervisor in consultation with the employee.

- F. Bargaining unit members who are not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions will not be paid for such days. However, a bargaining unit member shall have the right to use not more than one (1) personal business day during a single school year in order to receive pay for a cancelled day of pupil instruction on which that bargaining unit member was not required to work and which will not be rescheduled. In order to exercise this option, the bargaining unit member must give written notice to the Superintendent's office not later than five (5) work days after the cancelled day for which personal business leave is to be substituted. Pay for this day will be remitted to the bargaining unit member(s) so electing on the next regular payroll. If bargaining unit members are required to work on rescheduled days of student instruction which are established by the District, they will be paid at their regular hourly rate for those services. Bargaining unit members required to work on days when school is not in session shall be paid at their regular rate of pay for such days.
- G. Any bargaining unit member who is scheduled to perform work outside and in addition to his/her normal working hours shall be guaranteed two (2) hours of work or two (2) hours of pay. The District may assign bargaining unit members to any work available in their classification during these periods. The above standard shall not be applicable when the additional work is occasionally scheduled immediately before or after the employee's normal work shift.
- H. If the District determines that there are work opportunities for Instructional Assistants on Parent-Teacher Conference days when pupils are not in attendance, those opportunities shall be rotated among the Instructional Assistants within each educational level (i.e. Elementary, Secondary) who are qualified to perform the extra work.
- I. Bargaining unit members who are school year employees and who wish to work during the summer months in work encompassed within the job classifications under this Agreement shall give written notice to that effect to the District not later than June 1 indicating the nature of the work desired, the bargaining unit member's qualifications, and the dates/times of availability for work. If the District decides to allocate this work to a bargaining unit member, the hours worked will not count toward eligibility for or level of District contributions for fringe benefits under Article XVIII.

## ARTICLE XV

### OVERTIME

- A. Bargaining unit members shall be compensated at the rate of one and one-half (1-1/2) times their regular rate for all hours worked in excess of forty (40) hours in the same work week or in excess of eight (8) hours in one day. Absence due to illness, vacation or other paid leave days or other excused absences shall not be considered time worked for the purposes of overtime computation.
- B. Whenever the District requires overtime, that work shall be rotated, initially on a seniority basis, within a specific classification (as defined in this Agreement) within the building where the overtime is required. When a bargaining unit member accepts or properly declines overtime, his/her name will be dropped to the bottom of the rotation list. If a bargaining unit member is eligible for an overtime assignment and has proper cause to decline that assignment, the work will then be assigned to the next person on the rotation list within the same classification and in the same building. If that person has proper cause to decline the assignment, the work will next be assigned to the person within the same classification in the district having the least amount of charged overtime.
1. It is understood that the Employer shall not be required to assign overtime to any bargaining unit member where acceptance of the overtime would coincide or conflict with the bargaining unit member's normally scheduled hours of work. In such instances, an employee who is not offered the overtime assignment shall not be charged the overtime hours as if the employee had declined the assignment.
  2. It is also recognized that the Employer may deviate from strict rotation of overtime assignments in any classification under this contract where more than one daily work shift has been established. For example, the Employer could properly first assign required overtime work at the conclusion of a night custodial-maintenance shift to the bargaining unit member within that classification and on that shift with the least amount of charged overtime. This could occur even though there might be a custodial-maintenance employee on the day shift in the same building with fewer hours of charged overtime.
  3. It is understood that the Employer has the right to assign non-bargaining unit personnel to perform any necessary overtime assignments if an available bargaining unit member within the proper classification cannot be secured to perform the assignment in accordance with the provisions and procedures set forth in this Article.
- C. Bargaining unit members assigned overtime under this Article may not refuse the assignment except for proper cause acceptable to the District. The District may require the employee to verify the circumstances supporting proper refusal of an overtime assignment.
- D. Overtime pay shall not be compounded or paid twice for the same hours worked.
- E. Any bargaining unit member who is excused from work due to illness, vacation or other paid leave time under this contract shall not be eligible to be called for overtime work until that employee returns to work following such absence for a full work shift.

- F. The District, with prior agreement of the bargaining unit member, may utilize compensatory time as compensation for overtime hours. Compensatory time shall be at the rate of one and one-half (1 1/2) hours for each one (1) overtime hour worked.

## ARTICLE XVI

### HOLIDAYS

- A. General Conditions: To be eligible for holiday pay, an employee must have worked the last scheduled work day immediately prior to the holiday and the first scheduled work day immediately following the holiday, unless otherwise approved by the Superintendent.
- B. Eligibility for Holiday Pay: All employees shall be paid for the following holidays that occur during their normal work year on a day when the employee is scheduled to work:

New Years Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Years Eve Day

All holidays shall be paid as one-half (1/2) days for Educational Assistant, Social Worker, Playground Assistant, and RTC Coordinator bargaining unit members.

Effective 7-1-99 bargaining unit members in the latter classifications who have at least five (5) years of seniority in the bargaining unit shall have holidays paid as two-thirds (2/3) day. Effective 7-1-2000 bargaining unit members in the latter classifications who have at least five (5) years of seniority in the bargaining unit shall have holidays paid as three-quarters (3/4) day.

- C. Employees shall not receive holiday pay for any of the above holidays which occur on either a Saturday or Sunday, except as specified in Paragraph D.
- D. If any of the holidays designated below fall on a Sunday, the following Monday shall be considered the holiday and the employees shall have that Monday off, at their regular rate.

If any of the holidays designated below fall on a Saturday, the employees shall have the previous Friday off, at their regular rate, as the observed holiday.

New Years Day  
Christmas Day  
Fourth of July

- E. Where New Years day and/or Christmas Day fall on a Saturday or Sunday and are re-designated in accordance with paragraph D of this Article, the work day immediately preceding the day on which the holiday will be observed shall be considered the "Eve Day" holiday as identified in paragraph B. For example, if Christmas Day falls on a Saturday, Christmas will be designated to occur on Friday and Thursday observed as the "Eve Day" holiday.

## ARTICLE XVII

### VACATIONS

- A. Each full-time twelve-(12) month employee will annually receive paid vacation in accordance with the following schedule:

After completion of one (1) year:	Five (5) days
After completion of two (2) years:	Ten (10) days
After completion of eight (8) years:	Fifteen (15) days
After completion of fifteen (15) years:	Twenty (20) days

- B. School-year employees working at least forty-four (44) weeks shall be entitled to five (5) days of vacation annually, after the completion of their first year of employment.

It is understood that, for the life of this Agreement, employees in the secretarial-clerical classification shall be entitled to vacation days on the basis of District policy as was applied to those employees during the 1988-89 school year. It is further understood that this "grandparent" status shall be restricted to only these secretarial-clerical employees.

- C. All vacation time shall be determined and credited by the anniversary date of employment in the bargaining unit.
- D. Vacation time shall be non-accumulative.
- E. Employees desiring to utilize vacation time shall submit a written request to the administration at least two (2) weeks in advance. The Superintendent shall have discretion to waive this notification requirement. Scheduling of vacations shall be subject to approval by the administration, considering the operational needs of the school district.
- F. All vacation pay will be computed at the bargaining unit member's regular hourly wage based upon that person's normal work schedule.

ARTICLE XVIII

INSURANCE

A. Insurance Programs

The Board will make payment of an amount toward the monthly premium cost of MESSA PAK for eligible bargaining unit members and their eligible dependents according to the following schedule:

1. 2,000 or more hours yearly - 100% of applicable premium, Plan A or B w/\$100
  - 1,600 to 1,999 hours yearly - 80% of applicable premium, Plan A or 100% B w/\$80
  - 1,250 to 1,599 hours yearly - 65% of applicable premium, Plan A or 100% B w/\$65
  - 1,000 to 1,249 hours yearly - 50% of applicable premium, Plan A or 100% B w/\$40
  - 800 to 999 hours yearly - 40% of applicable premium, Plan A or 100% B w/\$40
  - 799 and below hours yearly - 100% of applicable premium of Plan C
2. Bargaining unit members participating in Plan B will receive the dollar amounts specified above in cash (less employee FICA and withholding) or may separately direct this amount (less employee FICA) to a 403b annuity through a salary reduction agreement.
  3. "Yearly hours" shall be determined on the basis of the school fiscal year commencing on July 1 and concluding on June 30. "Hours" shall be defined as those regularly scheduled hours which the employee works or for which the employee receives compensation under the terms of this Agreement. Overtime hours and hours worked outside of the bargaining unit member's regularly assigned position (except where the bargaining unit member is awarded a temporary vacancy under Article XIII Paragraph B of this Agreement) shall be excluded for purposes of the level of premium contribution specified in Paragraph A (1), above.
  4. Bargaining unit members shall be eligible for coverage upon completion of their probationary period. However, it is understood that the employee must cooperate in the timely completion of all forms and applications.

- B. Changes in family status shall be reported by the bargaining unit member to the Superintendent's office within thirty (30) days of change. The employee is responsible for any overpayment of premiums made by the school district on his/her behalf for failure to comply with this paragraph.

- C. Bargaining unit members who are separated from employment or who are on unpaid leave status longer than twelve (12) weeks shall have their Board-paid premium contributions discontinued on the first day of the month immediately following their separation or if the employee is on unpaid leave status on the first day of the month immediately following the employee's twelfth (12<sup>th</sup>) week of unpaid leave.
- D. It is agreed that the Board's obligation under this Article is solely to make premium contributions for the insurance plans specified above. Any excess premium contributions above the Board-paid subsidies specified in this Article shall be deducted from the employee's wages.
- E. Employees who are enrolled in hospitalization/medical insurance coverage from any outside source shall not be concurrently eligible for health premium subsidy contributions set forth in this Article. Such employees shall instead receive the option specified in MESSA PAK "B".
- F. If an injured bargaining unit member receives Worker's Compensation, health insurance coverage shall be continued for sixty (60) days of a bargaining unit member's Workers' Compensation injury. A bargaining unit member who receives health insurance continuation under this paragraph shall not be eligible for Board paid health insurance continuation under Paragraph C of this Article for the same injury or disability.
- G. Board will pay health insurance contributions over summer months (based on percentage of applicable premium as specified in current contract language).

**PLAN A:**

**For employees electing health insurance**

Health

Super Care I  
(includes \$5,000 with AD&D)

The health plan specifications shall not include coverage for abortion services which the Board is prohibited from funding under Section 166d of the 1997-98 State School Aid Act or its successor provision.

Long Term Disability

60%  
\$2,500 Maximum Monthly Benefit  
60 Calendar Days - Modified Fill  
Maternity Coverage  
Pre-existing Condition Waiver  
Freeze on offsets  
Alcohol/Drug - 2 year limitations  
Mental/Nervous - 2 year limitations

Negotiated Life

\$5,000 With AD&D

Vision

VSP - 2

Dental

75/75

Plan Monthly - July

(\$1000 Maximum for Class I & II)

**PLAN B:**

**For employees not electing health insurance**

Long Term Disability	60% (Same as above)
Negotiated Life	\$10,000 With AD&D
Vision	VSP-2
Dental	75/75 (\$1000 Maximum Benefits for Class I & II)

**PLAN C:**

**For employees not electing health, vision or dental**

Long Term Disability	60% (Same as above)
Negotiated Life	\$10,000 With AD&D
Vision	VSP-1

**ARTICLE XIX**

**HEALTH AND SAFETY**

The Board and the Association will cooperate in the continuing objectives to eliminate accidents and health hazards for the safety and health of its employees during the normal hours of their employment.

**ARTICLE XX**

**WAGES**

- A. Wage Scale: The wages shown in Appendix A will be part of this Agreement.
- B. Payday: Salary checks will be distributed on alternate Fridays throughout the school year. Paydays will not vary from stated time except when that particular Friday falls on a holiday, or days when school does not normally meet, in which case, checks will be distributed at the earliest convenient day nearest to that Friday. The Board reserves the right to establish the first payday of each new fiscal year.

## ARTICLE XXI

### REIMBURSEMENT

- A. Meals: Meals will be reimbursed (up to \$6.00 for breakfast/lunch; up to \$8.00 for dinner) for employees when assigned to out of District trips/duties running through normal meal periods. Receipts must be submitted to receive reimbursement.
- B. Classes: The Board agrees to pay the employees who attend classes, training or conferences required by the Board in the performance of their duties. The employees will be paid only for the time spent in class or training and for time spent in travel to the class or training if it is outside the school district. Such pay shall be at the employee's regular rate(s) of pay. The Board shall not be obligated to pay tuition bills and similar costs associated with the Social Worker attaining or maintaining license or approval requirements necessary for the Social Worker to perform his/her duties.
- C. Bargaining unit members who take college classes related to their assignment in the District may request reimbursement for such training, subject to the following conditions:
1. A description of the classes must be submitted to the Superintendent prior to or at the time of the employee's initial enrollment.
  2. The employee must have been employed with the District for at least twenty-four (24) months at the time of enrollment in any class for which reimbursement is sought.
  3. Approval or disapproval of reimbursement is at the sole discretion of the District.
  4. If approved, the employee must submit documentation indicating successful completion of the course and the cost of tuition.
  5. Reimbursement by the District shall be made in the last payroll in June. The District agrees to reimburse up to twenty-five percent (25%) of the tuition cost incurred by individual bargaining unit members, up to a maximum expenditure of one thousand dollars (\$1,000) per fiscal year (July 1 - June 30) for the entire bargaining unit. If requests exceed one thousand dollars (\$1,000), approved reimbursement shall be pro-rated from the one thousand dollar (\$1,000) annual total expenditure.

## ARTICLE XXII

### NO STRIKES AND LOCKOUTS

- A. The Association agrees during the life of this Agreement, that it or the employees shall not authorize, sanction, condone, engage in or acquiesce in any strike. Strike shall be defined to include slow downs, stoppages, sit-ins, boycotts, work stoppages of any kind, the concerted failure to report for duty, the willful absence from one's position or assignment, or abstinence in whole or in part from the full, faithful and proper performance of one's assigned duties, or the improper influencing or coercing of a change in the conditions,



compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any facilities of the District.

- B. The Board agrees that during the life of this Agreement there shall be no lockouts of employees.

### **ARTICLE XXIII**

#### **PERFORMANCE OF BARGAINING UNIT WORK BY NON-UNIT EMPLOYEES AND STUDENTS**

It is understood that allocation of bargaining unit work is a management function and that the District may engage other employees of the District to perform bargaining unit work when the District determines that such allocation is appropriate because: (a) Necessary skills are unavailable in the bargaining unit or; (b) scheduled completion of work cannot reasonably be accomplished with regularly scheduled bargaining unit personnel or; (c) such allocation would result in demonstrated increased economy or efficiency of school operations. Before engaging in allocation of bargaining unit work to non-bargaining unit employees of the District under this paragraph, the District agrees to notify the Association and, upon request by the Association, meet to discuss the contemplated decision to allocate bargaining unit work in this manner.

Supervisory employees, non-bargaining unit employees and student workers may not be utilized to perform bargaining unit work unless the performance of such work is consistent with the past utilization of such personnel or is authorized under Paragraph A of this Article above.

### **ARTICLE XXIV**

#### **GENERAL CONDITIONS**

Contracts: The Board, at its expense, will provide to each bargaining unit member a copy of this Agreement within four (4) weeks of beginning date of employment or within five (5) weeks of the signing of this Agreement between the parties.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification of the parties and shall continue in effect until June 30, 2001. The 1998-99 wage provisions of Appendix A shall be retroactive to July 1, 1998. In the third (3<sup>rd</sup>) year of this Agreement (i.e. 7-1-2000 to 6-30-2001) there shall be an economic re-opener limited to Article XVIII - Insurance and Appendix A - Salary Schedule. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EVART EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

EVART PUBLIC SCHOOLS  
BOARD OF EDUCATION

By Keryst Misickowski  
Its President

By Alan S. Berguy  
Its President

By Sherri L. Bancroft  
Its Secretary

By Joshua S. Parsons  
Its Secretary

ARTICLE XXVI

SEPARABILITY AND CONFORMITY TO LAW

If any provision or application of this Agreement shall be prohibited by or be deemed invalid under applicable laws or regulations, such provision or application shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision(s) or the remaining provisions of this Agreement.

APPENDIX A

SALARY SCHEDULE

	1998-99 (7-1-98 to 6-30-99)	1999-2000 (7-1-99 to 6-30-2000)
SECRETARIES		
First Year	9.35	9.65
Second Year	9.87	10.17
Third Year	10.38	10.68
Fourth Year	11.23	11.53
(* & **)COOKS		
Fourth Year	10.38	10.38
(** & ***)FOOD SERVICE PERSONNEL		
First Year	8.92	9.22
Second Year	9.26	9.56
Third Year	9.62	9.92
Fourth Year	10.02	10.32
CUSTODIANS		
First Year	9.29	9.59
Second Year	10.14	10.44
Third Year	10.84	11.14
Fourth Year	11.23	11.53
EDUCATIONAL ASSISTANTS		
First Year	8.35	8.65
Second Year	8.69	8.99
Third Year	9.19	9.49
Fourth Year	9.73	10.03

\*The wage rate of any bargaining unit member in the previous "Cook" classification who was at the Fourth Year Level in 1997-98 (i.e. \$10.08 per hour) will be red-circled at \$10.38 per hour until such time as the Fourth Year Level for the Food Service equals or exceeds \$10.38 per hour.

\*\*See Letter of Understanding on Page 38.

\*\*\*The Food Service category includes both Cooks and Food Service Personnel under the 1995-98 Master Agreement. A corresponding combination of seniority classifications will be made in Article IX, with all seniority on the 7/21/98 Seniority List for Food Service and Cooks dovetailed into a single seniority classification called "Food Service".

**APPENDIX A**

**SALARY SCHEDULE  
(continued)**

	<b>1998-99 (7-1-98 to 6-30-99)</b>	<b>1999-2000 (7-1-99 to 6-30-2000)</b>
<b>SOCIAL WORKER</b>		
First Year	22,518	22,518
Second Year	24,000	24,000
Third Year	26,184	26,184
Fourth Year	27,493	27,493
<b>PLAYGROUND ASSISTANT</b>		
First Year	8.19	8.49
Second Year	8.45	8.75
Third Year	8.72	9.02
Fourth Year	9.04	9.34
<b>RTC COORDINATOR</b>		
First Year	8.50	8.80
Second Year	8.84	9.14
Third Year	9.34	9.64
Fourth Year	9.88	10.18

TERM Effective 7-01- 98 with full retroactivity to that date.

LONGEVITY: Effective 7-01-96

After ten (10) years of service	\$.05/hour
After fifteen (15) years of service	\$.10/hour
Social Worker: (15 year level only)	\$300/per annum

"Years of Service" means years actually worked in any capacity for Evert Public Schools. The above amounts are not cumulative.

# LETTER OF AGREEMENT

between

EVART PUBLIC SCHOOLS

and

EVART EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

This Letter of Agreement is entered into this 12<sup>th</sup> day of October, 1998, between the Evert Public Schools (hereinafter called the "District") and the Evert Educational Support Personnel Association, NEA/NEA, (hereinafter call the "Association").

1. Pursuant to the provisions of Article XII Paragraph D of their 1998-2001 Master Agreement the parties desire to recognize and identify specific deviations from the vacation and insurance provisions of their Master Agreement pertaining to two bargaining unit members, Kathy Rice and Jane Hutchinson.
2. This Letter of Agreement shall replace and supersede in all respect the provisions of all earlier Letters of Agreement, pertaining to the same subject matter, developed executed between the parties under the authority of their predecessor collective bargaining agreements.
3. In accordance with the above, the undersigned parties agree as follows:
  - A. The parties recognize that their 1998-2001 Master Agreement in Article XVII Paragraph B reflects an understanding that, for the life of the collective bargaining agreement, certain employees in the secretarial/clerical classification are entitled to vacation days on the basis of District policy applied to such employees during the 1988-89 school year. The collective bargaining agreement further recites that this "grandparent" status shall be restricted to only such secretarial/clerical employees.
  - B. In order to implement the above -cited provisions of Article XVII Paragraph B of the 1998-2001 Master Agreement, the parties, herein specifically identify that bargaining unit members Kathy Rice and Jane Hutchinson will have a Board insurance premiums paid on their behalf for the coverages specified in Article XVIII Paragraph A at the level of "2,000 hours or more yearly" despite the fact that neither Ms. Hutchinson or Ms. Rice presently is scheduled to work that number of annual hours.
  - C. Kathy Rice will likewise be entitled to receive fifteen (15) annual paid vacation days pursuant to the provisions of Article XVII Paragraph A (3) of the 1998-2001 Master Agreement despite the fact that Ms. Rice currently does not occupy a full-time (twelve (12) month) assignment. This condition shall continue so long as Kathy Rice works at least one (1) week before and one (1) week after the regular student school year. Finally, should financial conditions exist that require the District to reduce Kathy Rice's work schedule, her vacation allotment may be reduced to two (2) weeks.
  - D. Further, bargaining unit member Jane Hutchinson will receive ten (10) annual paid vacation days pursuant to the provisions of Article XVII Paragraph A (2) of the 1998-2001 Master Agreement despite the fact that Ms. Hutchinson currently does not occupy a full-time (twelve (12) month) assignment. This condition shall continue so long as Jane Hutchinson works at least one (1) week before and one (1) week after the regular student school year.

- E. The vacation allotments specified in the immediately preceding paragraphs of this Letter of Agreement shall be considered frozen for the designated bargaining unit members unless either of the bargaining unit members subsequently is assigned to a full-time (twelve (12) month) position within the bargaining unit, in which event the affected bargaining unit member(s) shall be eligible for annual vacation allotment based on length of service as specified in Article XVII Paragraph A.
4. The Board and the Association acknowledge and agree that the arrangements specified in this Letter of Agreement apply solely and exclusively to the two bargaining unit members specifically identified above and, then, only to the extent that those bargaining unit members continue to occupy assignments within the bargaining unit have in the number of work weeks which obtained during the 1997-98 fiscal year (i.e. July 1, 1997 – June 30, 1998), except as provided above with respect to paid vacation days.
5. Except as otherwise expressly provided in this Letter of Agreement, the terms of this Letter of Agreement shall not constitute establishment of a precedent, custom, practice and/or binding working condition with respect to the interpretation, enforcement or application of the 1998-2001 Master Agreement between the District and the Association or any successor collective bargaining agreement. This Letter of Agreement shall become effective upon its execution by authorized of the District and the Association and shall expire on June 30, 2001.

Date: 11-16-98

EVART EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

By Kenneth Misikowski  
Its President

By Sherril Bancroft  
Its Secretary

EVART PUBLIC SCHOOLS BOARD  
OF EDUCATION

Date: 12-14-98

By Alan S. Berguy  
Its President

By Sarah J. Parsons  
Its Secretary

**LETTER OF AGREEMENT**

**between**

**EVART PUBLIC SCHOOLS**

**and**

**EVART EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA**

The RTC Coordinator assignment at Evert Middle School shall be excluded from the Association's bargaining unit as long as that position is assigned to Marilyn Allen. If Marilyn Allen leaves the RTC Coordinator assignment at Evert Middle School, that position will become a bargaining unit position and the wages, terms and conditions of employment shall then become consistent with the Master Agreement.

**EVART EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

Date: 11-16-98

By Kelley A. Miskowski  
Its President

By Sherri L. Bancroft  
Its Secretary

**EVART PUBLIC SCHOOLS BOARD  
OF EDUCATION**

Date: 12-14-98

By Alan S. Bengoy  
Its President

By Sarah L. Parsons  
Its Secretary

LETTER OF UNDERSTANDING

between

EVART PUBLIC SCHOOLS  
and

EVART EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

The above parties mutually agree that it is in their best interest to modify the following hourly wage scales for the 1998-99 and 1999-2000 school years in the following manner:

APPENDIX A  
SALARY SCHEDULE

	1998-99 (7-1-98 to 6-30-99)	1999-2000 (7-1-99 to 6-30-2000)
COOKS	10.38	10.48

(This category exists for purposes of describing the hourly wage rates for the four bargaining unit member who previously were classified as COOKS.)

\*FOOD SERVICE PERSONNEL

First Year	8.82	9.12
Second Year	9.16	9.46
Third Year	9.52	9.82
Fourth Year	9.92	10.22

The wage rate of any bargaining unit member in the previous "Cook" classification who was at the Fourth Year Level in 1997-98 (i.e. \$10.08 per hour) will be red-circled at \$10.48 per hour until such time as the Fourth Year Level for the Food Service equals or exceeds \$10.48 per hour.

\*The Food Service category includes both Cooks and Food Service Personnel under the 1995-98 Master Agreement. A corresponding combination of seniority classifications will be made in Article IX, with all seniority on the 7/21/98 Seniority List for Food Service and Cooks dovetailed into a single seniority classification called "Food Service".

FOR THE DISTRICT

Alfred Berger

Date: 12-14-95

FOR THE ASSOCIATION

Kenneth Misicki

Date: 11-16-98



LETTER OF UNDERSTANDING

between

EVART PUBLIC SCHOOLS

and

EVART EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

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APPENDIX A  
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FOR THE DISTRICT

Alvin Bergin

Date: 12-14-98

FOR THE ASSOCIATION

Kenneth Misickowski

Date: 11-16-98