

6/23

6/30/2001

ARTICLE OF AGREEMENT
BETWEEN
THE HOMER SCHOOL DISTRICT
AND
THE HOMER EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION
For
1999/2000-2000/2001

Homer Community Schools

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AGREEMENT

This Agreement, entered into this 1st day of July, 1999, between the Board of Education of the Homer Community School District, hereinafter called the Employer and the Homer Educational Support Personnel Association affiliated with MESPA/MEA, hereinafter called the Association.

PURPOSE AND INTENT

WHEREAS:

Both parties are desirous of maintaining a uniform wage scale, working conditions and hours of employees of the Employer, and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and the members of the bargaining unit; of promoting and improving peaceful relations between the parties to achieve ultimately the primary goal of providing the best possible education for the children of the district.

WHEREAS:

The parties hereto have negotiated fully and freely pursuant to Act 379 of 1965, as it amends Act 336 of 1947, and have reached accord which they desire to memorialize. NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION AND CHECK OFF

Section 1. The Employer hereby recognizes the Association as the sole and exclusive collective bargaining representative for all custodial and maintenance personnel for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 2. All present employees who are covered by this Agreement, and all new employees who have completed the probationary period, as a condition of continued employment shall either:

- a. Be and remain a member of the Association in good standing; or
- b. In lieu thereof, pay the Association, a service fee of an amount not greater than the regular dues and fees of Association membership.

Employees, not Association members, who are required to pay a service fee may make a single cash payment or sign a written authorization to allow the deduction of such service fees. If an employees fails to fulfill this requirement within a fourteen day period the Association may request the employer to deduct the fee from the salary of the employee as a condition of employment.

Section 3: Upon presentation to the Employer of a properly executed authorization card stating the amount of monthly Association dues and fees only, the employer agrees to deduct same from the employees first pay check falling due on each and every month and to remit same thereafter not later than ten (10) days of the next succeeding month at the place designated by HESPA. Any authorization card submitted in conformity with provisions of this paragraph shall be irrevocable for the duration of this Agreement and may be revoked as of the expirations of this Agreement.

The Employer shall have no responsibility for collection of any other assessments or deductions except those specifically stated in this section; the Association agrees to hold the employer harmless for duplicate deductions received by the Association or in any other dispute arising from action taken or not taken by the Employer for the purpose of complying with this section. The Employer assumes no responsibility for the authenticity of the execution or revocation of the authorization form.

Section 4. When the Employer needs additional help, it shall give the Association equal opportunity with all other sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Association.

Section 5. A new employee shall work under the provisions of this Agreement as a probationary employee for a period of ninety (90) days, said ninety (90) days being counted only during the period of time which school is in session. There shall be seniority among probationary employees. Upon successful completion of the probationary period, the employee shall be entered on the seniority list and shall immediately be given credit for ninety (90) days seniority.

ARTICLE II

MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the duties of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion and to promote and transfer all such employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 and then to the extent such specific and express forms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. Maintenance of Standards:

This Agreement shall supersede all past Agreements and past practices relating to wages, hours and working conditions.

ARTICLE III

SUB-CONTRACTING

Section 1. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, this employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be sub-contracted, leased, transferred, assigned or conveyed in whole or part to any other person or non-Association employees except where the employees are unable to perform the work at the time it is to be done or in the manner in which is necessary to accomplish the purpose of said work.

Section 2. The employer reserves the right to establish a co-op student training program. It is further agreed that this program will not deprive any employee covered under this Agreement of regular overtime work.

ARTICLE IV

SUPREMACY OF CONTRACT

The Employer agrees not to enter into any agreement with any other labor organization during the life of this Agreement with respect to the employees covered by this Agreement and shall not in any manner make any agreement with any individual employee within the bargaining unit which shall conflict with the provisions of this Agreement.

ARTICLE V

LAYOFF, SENIORITY, AND RECALL

Section 1. Layoff

- a. In the event of a necessary reduction in work forces, the Employer shall first lay off probationary employees, then the least senior employees. Layoff is in inverse order of seniority by classification provided qualification requirements are met.
- b. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly created position.
- c. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified, which is held by a lesser senior employee.
- d. No employee shall be laid off pursuant to a necessary reduction in work force unless said Employee shall have notified of said layoff at least seven (7) days prior to the effective date of the layoff.

Section 2. Seniority

- a. Seniority for bargaining unit members shall be defined as length of continuous service from last date of hire.
- b. Seniority does not accrue for youth employment programs.
- c. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously at the place of employment within 30 days after the effective date of this Agreement. A copy of the seniority list and subsequent revisions at least annually shall be furnished to the Association.
- d. An Employee in a classification subject to the jurisdiction of the Association who is promoted to a supervisory position and shall thereafter transfer or be demoted to a classification subject to the jurisdiction of the Association shall not accumulate seniority while working in a supervisory position. When said employee is for any reason returned to a classification within the jurisdiction of the Association, the employee shall maintain the amount of seniority he/she had at the time of promotion. It is further understood that no temporary demotions in supervisory positions will be made during the temporary layoffs.
- e. Seniority shall be broken by the following:
 - (1) If an employee is discharged and the discharge is not reversed through the grievance procedure.
 - (2) The employee quits.
 - (3) The employee is absent for five (5) consecutive working days without notification to the Employer. Exceptions may be made in the event the employee is physically unable to contact the Employer. The Employer will send written notification to the employee at the last known address that the employee's employment has been terminated and that he/she has lost seniority.
 - (4) If an employee does not return to work when recalled from a layoff as hereinafter specified.
 - (5) If an employee fails to return from sick leave or a leave of absence as specified in said leave.

Section 3. Recall

- a. Recall from layoff shall be in inverse order of layoff provided a laid off employee is qualified for the vacant position.
- b. When being recalled to work, as specified in Section 1 hereof, the Employer shall notify the employee, at his last known address, by certified mail at least two weeks prior to the expected date of return. The Employee shall notify the Employer of his intent to return within seventy-two hours of the date of receipt of said notice. In the event the employee fails to make himself available for work on the expected date of return, or fails to notify the Employer of his intent to return, within seventy-two hours of the date of receipt of the notice return, he shall be considered an automatic quit.

ARTICLE VI

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of this Agreement. Should an employee feel that there has been a violation of this Agreement, he/she will take the following steps:
- (Step 1) The Employee shall notify the Association steward of the grievance and may request his/her presence at the presentation of the grievance or proceed to Step Two (2) without the steward at the employee's option. The steward may be present at any adjustment of the alleged grievance at any level.
- (Step 2) The employee and/or the steward shall discuss the grievance with the supervisor informally within five (5) days of the alleged violation, but in no event greater than 20 days of the date of the alleged violation.
- (Step 3) If no satisfactory conclusion is reached within five (5) days following the discussion set forth above, the employee and/or the steward shall present in writing within five (5) days from discussion in Step Two (2) the alleged violation and request an interview with the Superintendent or the superintendent's designated representative.

Written grievance shall contain the following:

- a. It shall be specific.
- b. It shall name and be signed by the employees involved.
- c. It shall contain a statement of the facts upon which the grievances are based.
- d. It shall contain a reference to the articles and sections of the Agreement which have been allegedly misinterpreted or violated.
- e. It shall state the relief requested.

Within ten (10) days after the written request is filed with the Superintendent or the designated representative, the grievance shall have a hearing concerning the alleged grievance. A decision in writing by the Superintendent or the designated representative shall be given to the employee and the steward within ten (10) days after the hearing.

- (Step 4) If the Superintendent's decision is unsatisfactory, the employee and the steward can request a State Mediator through the Michigan Employment Relations Commission to listen to the grievance concern and to recommend possible solutions. This request must come within ten (10) working days from the receipt of the grievance response from the Superintendent.
- (Step 5) If the disposition of the grievance at Mediation is not satisfactory, the employee may file the alleged grievance with the Board in writing, countersigned by the steward at least ten (10) days prior to the next regular Board meeting. The Board shall place said grievance on the agenda of its next regular meeting at which time the employee and/or the steward shall be

given an opportunity to be heard. The Board shall render its decision in writing at the next regularly scheduled Board meeting. If this decision is not satisfactory, the employee and the steward may file the grievance with the Michigan Employment Relations Commission as provided by law.

(Step 6 – Arbitration)

In the event the Association is not satisfied with the disposition of the grievance at the Board Level, the Association may, in its sole discretion, appeal same to arbitration by filing a copy of the written grievance and answer by the Board of Education, along with the reasons for rejecting the Board's disposal of the grievance, with the American Arbitration Association within thirty (30) days. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.

- B. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of the decision at that level. Should an employee be satisfied with a decision at that level, all further proceedings on said grievance shall be barred. Termination of employment shall bar all further proceedings on a grievance previously filed except in a dispute which will result in compensation to the grievant regardless of the time of resolution of the grievance.
- C. The Association shall designate one steward and an alternate to act in the case of his/her absence and shall inform the superintendent of the names of said steward and alternate.
- D. Duties of Steward.

The Employer recognizes the right of the local Association to designate a job steward and alternate from the Employer's seniority list. The authority of the job steward and alternate so designated by the local Association shall be limited to and shall not exceed the following duties and activities:

- (1) The investigation and presentation of grievances with the employer in accordance with the provisions of the collective bargaining agreement.
- (2) The collection of dues from members of the Association as so authorized by the local Association.
- (3) The transmission of such messages and information, which shall originate with and are authorized by the Local Association or its officers, provided such messages and information:
 - a. Have been reduced to writing, or
 - b. if are not reduced to writing are of a routine nature and do not involve work stoppages, slow-down, refusal to handle goods or any other interference with the employer's business.

The job steward and the alternate have no authority to take strike action, or any other action interrupting the employer's business.

The Employer recognizes these limitations upon the authority of the job steward and his/her alternate and shall not hold the Association liable for an unauthorized act. The Employer in so recognizes such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken strike action, slow-down, or work stoppages in violation of this Agreement. The steward may be permitted reasonable time to investigate, present and process grievances on school property provided that he/she has secured permission from the maintenance supervisor or the assistant superintendent or the Superintendent or his/her designated representative.

ARTICLE VII

STRIKE PROHIBITION

The Association recognizes that strikes, as defined by Section I of Public Act 366 of 1947 of Michigan, as amended, by public school employees, are contrary to law and public policy. The Employer and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Employer by any employee or group of employees.

ARTICLE VIII

DISCHARGE AND DISCIPLINE

The Employer shall not discharge or suspend any employee except a probationary employee who has been employed less than 60 days without just cause, but in respect to discharge or suspension shall give at least one warning notice of a complaint against such employee in writing mailed to the employee's home address and a copy of the same to the job steward, EXCEPT, no warning notice need be given to an employee before he/she is discharged if the cause of such discharge or suspension is:

- (a) Dishonesty;
- (b) Drunkenness;
- (c) Recklessness resulting in a serious accident;
- (d) Conviction of a felony;
- (e) An offense involving moral turpitude;
- (f) Falsification of application of employment;
- (g) Sabotage of school property;
- (h) Reporting to work under the influence of alcohol and non-prescribed or illegal drugs.
- (i) Possession of alcoholic beverages or controlled substances on the job.

The warning notice as herein provided shall not remain in effect for a period of more the one(1) year from the date of said warning notice. It is expressly understood that a warning notice given to probationary employees shall be considered in full force and effect for a period of one (1) year regardless of the fact that a probationary employee achieves seniority status as prescribed in Article I, Section 5 hereof in the interim. Discharge shall be in writing, a copy of which shall be given to the employee and the Association steward. Any employee may request investigation as to his/her discharge or suspension. Should such investigation result in the filing of a grievance which shall reversed in the grievance procedure, the employee shall be reinstated and compensation for all back pay will be at the employee's usual rate of pay. It being expressly understood that such an employee shall have no claim for overtime as part of the back pay. A request by an employee for an investigation as to his/her discharge or suspension must be made in writing within five (5) days of the date of discharge or suspension, a copy of such request being transmitted to the job steward and the maintenance supervisor. Appeal from discharge or suspension must be heard by the maintenance supervisor within ten (10) days of the date of discharge or suspension and a decision reached within fifteen (15) days of the date of discharge or suspension. If no decision has been rendered within fifteen (15) days by the maintenance supervisor, the complaint may be lodged in writing with the superintendent in accordance with Level Three of Article VI.

ARTICLE IX

EQUIPMENT, ACCIDENTS, AND REPORTS

Section 1. The Employer shall not require employees to take out on the streets or highways any vehicles that is not in safe operation condition or equipped with safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his/her Employer, the employee, before starting the next shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 4. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employees.

When the occasion arises where an employee gives written report of forms in use by the Employer of a vehicle being in unsafe working operation condition and receives consideration from the Employer, he/she shall take the matter up with the officers of the Association who will take the matter up with the Employer.

ARTICLE X

WORKERS' COMPENSATION

All employees within the bargaining unit are covered by Worker's Compensation as provided by State Law. The Employer agrees to cooperate toward the prompt settlement of the employee's claim under the Worker's Compensation.

ARTICLE XI

TOOLS AND UNIFORMS

Section 1. Power tools will be furnished by the Employer. Employees in the maintenance classification will furnish their own hand tools, which will be replaced by the Employer if worn out or broken.

Section 2.

a. The Employer will furnish contracted rental uniforms to be worn by the employee at times while on duty. The actual selection of the uniform style will be by mutual agreement of the Employer and the Association. Maintenance of the uniform will be the responsibility of the employer. The employer agrees to purchase two (2) uniforms per year for the life of this contract, for those employees not covered by the uniform rental agreement (maintenance of these uniforms is the responsibility of the employee).

b. If an employee's uniform is damaged, the Employer will replace the damaged uniform when it is presented to the supervisor and accompanied with an incident. The employee shall present the damaged uniform at the end of his/her shift during which the damage occurred or as soon as possible thereafter.

Section 3. If any employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective device shall be furnished to the employee by the Employer. The cost of maintaining the protective clothing in proper condition shall be at Employer expense.

ARTICLE XII

PAY PERIOD

All employees covered by this Agreement, shall be paid in full every other week except when it is necessary to adjust one (1) pay period to coincide with the pay periods of the teaching staff during the school year.

ARTICLE XIII

GENERAL

Section 1. The Board agrees that it will allow proper accredited representative of the Local Association access to school property during reasonable hours upon obtaining permission from schools for the purpose of Association business provided that the same shall not disrupt the school program.

Section 2. The Association shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee within the bargaining unit whose pay is in dispute.

Section 3. 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 understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other, shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 4. If any Article or Section of this Contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, or the compliance with or enforcement of any article or section of, pending a final determination as to its validity, the remainder of this contract, the application of such article or section invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby may enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement of such article or section during the invalidity or restraint.

ARTICLE XIV

WORK DAY AND WORK WEEK

Section 1. The standard work week for all full-time hourly rated employees within the unit shall be forty (40) hours. The standard work week for all part-time hourly rated employees within the unit shall be twenty (20) hours (4 hours per day), twenty-five (25) hours (five hours per day), or thirty (30) hours (6 hours per day). Each employee shall receive his/her regular rate of pay specified in Schedule A, hereof, for all hours worked in one day not to exceed eight (8) hours, and all hours in one week not to exceed forty (40) hours per week. Each employee who works at least six (6) hours shall be granted a twenty (20) minute paid lunch period.

Section 2. All hourly rated employees shall receive one and one-half (1 ½) times their regular rate of pay for all hours assigned and worked in excess of eight (8) hours a day or worked in excess of forty hours in one week.

Section 3. Should an employee be called to work by the superintendent or his/her designated representative at any time other than the regularly scheduled shift, such employee shall receive a minimum of four (4) hours compensation. It is expressly understood that the guarantee of four (4) hours work shall not apply in those instances in which the employee's regular shift is extended. In the case of an extended shift, the regular rate of any one day of pay shall be as prescribed in Section Two (2) above.

Section 4. Building Security and/or Boiler check: Building Security check and boiler check will be paid at time and one-half to all employees performing this function. Employees in the maintenance classification will rotate this work with the custodial classification employees as alternates. During the heating season, if at all possible, the maintenance employees should make themselves available. All custodial employees shall have the opportunity to be included on a rotational basis, each year.

Section 5. Each employee, excluding maintenance employees, shall be assigned to a regularly scheduled shift. Days when school is in session, regularly scheduled shifts are to start as follows:

1st shift – 7:00 AM
2nd shift – 3:00 PM

Days when school is not in session all custodial and maintenance employees will be expected to work from 7:00 AM to 3:00 PM. The employer reserves the right to make modifications in assignments, or work areas as necessary, provided that the Association has been consulted prior to any change, and provided further that the employees are given adequate notice of shift change.

The employee and the employer may mutually agree to modifications in the daily work schedule, within a week, to accommodate the needs of the employee or the employer.

Part time employees shall have the option of working an eight hour day during periods when school is not in session. Employees choosing this option shall not be guaranteed more hours during the period than if they had worked their regularly assigned hours.

Section 6. In the event a vacancy is created or a new classification, shift, or area is established, the same shall be posted, in both buildings, for bid for five (5) working days. When a bid is posted, vacancies will be awarded on the basis of seniority provided qualifications are met.

Section 7. When schools are closed to students because of snow or ice, employees shall be treated according to the following:

- a. The first two such days per school year, employees shall either be required to work or shall be credited with a day worked without reporting. If required to work, the employee shall be compensated with time off during the summer when school is not in session.
- b. On the third through fifth such days, employees shall be required to report, weather permitting. If an employee cannot report to work, he/she may use any accrued paid leave time.
- c. On the sixth and all succeeding such days per school year employees who are required to report shall be compensated with time off during the summer when school is not in session.

- d. When school is closed due to circumstances outlined above, but an athletic contest is scheduled necessitating a unit member to work, the employee shall be compensated at the rate of time and one half for all hours worked.

Section 8. Overtime will be divided as equally as possible among classification. Employees will be credited for overtime refused under this procedure and will not be offered overtime again until all employees have received equal hours as those refused.

Section 9. When a daily substitute is to be employed because of an absent employee, part-time employees shall be given first opportunity to substitute up to forty (40) hours per week.

Section 10. All part-time employees within a building will rotate their starting time within the regular shift when a schedule adjustment is necessary because of work that has to be performed at a later time. This adjustment shall not cause a split shift unless mutually agreeable to the employee.

Section 11. Shift Change: The employee will be allowed to change areas and shifts so long as it is mutually agreed by both the employees involved in the change and the employer.

Section 12. Time recorded for payroll purposes shall be time and hours actually worked, not time as scheduled.

ARTICLE XV

HOLIDAY PROVISIONS

Section 1. All employees shall receive the following paid holidays: day before New Year's Day and New Year's Day, Good Friday—except that, if school is in session employees will be given another day off when school is not in session, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and day after, December 24, and Christmas Day.

Section 2. Should one of the above specified holidays fall on a Saturday, the employee shall receive the Friday preceding as the holiday or, should a holiday fall on a Sunday, the employee shall receive the Monday next succeeding as a holiday providing however, if school is in session on either a Friday or a Monday proceeding or next succeeding a holiday which falls on Saturday or Sunday the employer, at its own option, may pay the employee for eight (8) hours work at his/her regular rate of pay in lieu of giving the employee that said Friday or Monday as a holiday.

ARTICLE XVI

VACATIONS

Vacations for Employees employed by the Homer Board of Education for one (1) year or more shall be as follows:

1. One week after the one full year;
2. Two weeks after two full years;
3. Three full weeks after six full years;
4. Four weeks after fifteen full years;

All vacations must be taken between June 15th and August 31st of each year except an employee who is eligible for three or four weeks of vacation may take the third and fourth weeks at any time upon notice as hereinafter specified, and except vacation may be taken early if full school year wait would be required, providing the vacation pay is paid back to employer should the employee quit.

Preference as to the date of vacation granted shall be on the basis of seniority. The employer shall furnish on or before April 15th a vacation schedule to be filled out by May 15th. All employees shall be notified that the vacation schedule is available. Should an employee fail to apply for a vacation before the 15th day of May he/she shall lose the right to vacation preference.

Vacations will be taken in a period of consecutive days not less than one week in duration unless otherwise approved in advance by the Superintendent. Exceptions may be granted by the Superintendent provided that such requests do not interfere with school operations. Only one employee at any one time may split his or her vacation period to less than one week's duration, contingent upon the availability of a qualified substitute. Upon application of an employee, vacations may be spread into one or more weeks during the year providing such scheduling does not interfere with school operations. Vacations may not be waived by an employee, extra pay may not be received for work during that period, nor shall vacations be accumulated to succeeding year or years.

When a holiday, as specified in Article XV, falls during the scheduled vacation, the vacation may be extended one day or, in lieu thereof at the option of Employer, the employee may receive an extra day's pay at his/her regular rate.

Should a pay period fall during an employee's scheduled vacation, he/she may receive a pay check in advance of the beginning of the vacations upon three weeks written notice requesting same to the superintendent.

ARTICLE XVII

LEAVES, RETIREMENT, TB, JURY DUTY

Section 1. Sick Leave. Each employee who has acquired seniority status shall receive an annual allowance for personal illness not to exceed twelve (12) days per year. Unused sick leave may be accumulated to a total of ninety (90). Any absence in excess of the above specified amounts shall result in a loss of compensation at the employee's regular rate of pay.

The following are considered purposes for use of sick leave:

- a. Personal illness or injury of such nature as to render an employee unfit for services;
- b. Illness or injury in the household of the employee where it is necessary for the employee to render care to the household member, not to exceed five consecutive days.
- c. Critical illness in the immediate family of the employee, not to exceed a total of five days for each critical illness;

“Critical Illness” has been interpreted as follows:

A member of the immediate family is at the point of death or very dangerously ill as pronounced by a doctor. The “immediate family” is defined as:

1. Members who live in the same household;
2. Mother, regardless of where she lives;
3. Father, regardless of where he lives;
4. Son or daughter, regardless of where he/she lives.

It is understood between the parties that employees may also make requests of the management of usage of “critical illness” days which will be reviewed on a case-by-case basis by the management, provided herein that management retains the final decision on such matters.

Each employee shall be entitled to two (2) days each year to be deducted from accrued sick leave to be used for business purposes, which means that such days are for the conduct of personal business which cannot be carried out during non-duty time. Using such days for vacation, recreation and employment purposes is expressly prohibited. The day before and/or after a holiday shall not be used for personal business days. An application for a business leave day, containing the reason for such, must be submitted in writing to the employee’s supervisor at least forty eight (48) hours in advance, except in emergency situations shorter notice may be acceptable.

It is understood that employees covered by this contract may have the privilege of transferring unused sick leave to any other employee covered by this contract. Such transfer of sick leave days must have the approval of the Board of Education.

Section 2. Employees who are absent for any reason shall report such absences to the office and fill out necessary forms if required by management. It is understood that the usual and customary time sheets will fulfill this requirement.

Section 3. Funeral Leave Three (3) paid days per incident shall be granted for the purpose of attending and/or arrangements for the funeral of members of the immediate family (mother, father, sister, brother, present spouse, and children of either husband or wife). The first three days per year spent on funeral leave shall not be charged against sick leave.

Section 4. Jury Duty Compensation for jury duty received by the employee will be paid to the Board – in turn, the regular pay of the employee will not be altered during such duty. The Board may request employees to be excused. Time spent on jury duty shall not be charged against sick leave. Employees that are requested to report for jury duty in the morning and are released at 9 AM are to report for work at the Homer Schools immediately.

Section 5a. Termination - If an employee is separated or terminates his/her employment and gives two weeks notice he/she shall be paid for one-half (1/2) of the employee’s accumulated sick days (not to exceed \$2,200).

Section 5b. Termination after 10 years – An employee terminating in good standing will be paid $\frac{3}{4}$ of his/her accumulated sick days (not to exceed \$2,600).

Section 5c. Terminating after 15 years – An employee termination in good standing shall be paid for full accumulated sick leave days (not to exceed 2,600).

Section 5d. Annual Incentive; The work year will be divided into six two months periods. If an employee is absent free during the two month period, an additional \$25.00 will be awarded to the employee. However, if the employee misses two hours or less and gets pre-approval to make up this time during the same pay period, they may get the attendance incentive upon approval by the Superintendent and/or Board of Education. If an employee is absent less than three days per year an additional \$50.00 will be awarded. This excludes vacation days. Attendance incentives will be paid, annually in the first full check in July.

Section 6. TB: For the protection of pupils and personnel, this Board of Education shall require proof of freedom from active tuberculosis in the form of an x-ray as a condition of entering employment and every three years thereafter for all full and part-time personnel employed by the Board. Any expenses involved in furnishing proof shall be the responsibility of the Employer. Tuberculin test may be substituted for annual test for those whose x-ray showed negative on employment. All personnel found with active tuberculosis shall be given a leave of absence for treatment until they are officially certified as being inactive. Upon such certification, the Board of Education shall return the employee to his/her former employment status or equivalent duties without prejudice.

Section 7. Hepatitis Shots: The district will pay for hepatitis shots for all custodial and maintenance personnel.

ARTICLE XVIII

OTHER LEAVES OF ABSENCE

Section 1. Employees may submit requests for leaves of absence without pay to the board for consideration. The requests shall be in writing on the application provided by the Board and contain a full explanation of the reasons for the desired leave of absence. The application shall be submitted to the superintendent for recommendation to the Board. The Board shall consider the request and provide an answer granting or denying the leave of absence as requested. The Board may indicate alternative arrangement for leave of absence in its answer, which the employee may accept by submission of an amendment to the original application.

Section 2. Upon the submission of a request by an employee, the Board shall grant a leave of absence for the reasons and under the conditions as follows:

- a. A leave of absence shall be granted to an employee who is physically unable to perform the duties of employment due to a personal illness or disability and (who has exhausted all accumulated leave days), for the duration of the illness or disability, but not to exceed six (6) months.
- b. A maternity leave of absence shall be granted, to an employee for a period of physical disability and incapacitation due to childbirth and the recovery or complications therefrom, for the purpose of childbirth and subsequent child care of the newborn infant, for a duration of up to six (6) months. Accumulated sick days may be used as a part of such leave.

Section 3. All leaves in 1 and 2 shall be subject to the following conditions:

- a. All leaves of absence may be extended upon request by the employee and approval by the Board of Education.
- b. Except in emergencies which preclude such notice, the Board shall be provided notice of request for leave sixty (60) days in advance.
- c. The Board may request a physician's statement regarding the employee's physical fitness for employment.

ARTICLE XIX

INSURANCE

Section 1. The Board shall provide without cost to each full-time employee MESSA Super Care 1 Health Insurance with \$50.00 single/\$100.00 full family deductible paid by the Board, and Delta Dental Insurance 50/50/50/1000 with internal and external coordination of benefits for the employee and family. The Board will also provide MESSA VSP vision insurance.

Section 2. Each full-time employee who does not select health insurance shall receive Two hundred fifty dollars (\$250) in 1999/00, two hundred sixty (\$260) in 2000/01 per month to be applied toward MESSA/MEFSA non-taxable options, including tax deferred annuities. This amount shall be pro-rated for part time employees. The employer shall formally adopt a qualified Salary Reduction plan document which complies with Section 125 of the Internal Revenue Code.

ARTICLE XX

CHILD CARE/FAMILY MEDICAL LEAVE

Section 1. For an employee to be eligible for this leave, the employee must have worked for the Board for at least on (1) calendar year and have worked at least 1,250 hours in the twelve (12) months preceding the leave.

Section 2. An unpaid leave of absence shall be granted to an employee for the purpose of child care. Such leave shall only be taken within the twelve (12) month period immediately following the birth or adoption of a bargaining units member's child. The length of leave under this paragraph shall not exceed twelve (12) months, renewable at the discretion of the Board.

Section 3. Where a bargaining unit member's spouse, child or parent has a serious health condition, an unpaid leave of absence shall be granted for a period up to twelve (12) weeks, renewable at the discretion of the Board.

Section 4. An employee adopting a child (children) or having a child (children) placed with him/her for foster care purposes shall begin his/her leave at any time between entry of a court order awarding custody and twelve (12) months after the child arrives in the home.

Section 5 In order to provide continuity within the workplace, the employee shall notify the Board in writing of his/her desire to take leave under this Article. The letter requesting leave shall include the proposed commencement date of the leave and the date of return. Except in the case of emergency, the employee shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

Section 6. In the case of an adoption or foster care placement, a copy of the order awarding custody to the employee shall be provided to the Board, if requested, in connection with the employee's application for those purposes. When leave is taken under this Article to care for an employee's own seriously-ill spouse, child, parent, or due to the employee's own serious health condition, the employee will, upon administrative request, provide medical certification from a health care provider supporting the necessity for the leave.

An employee taking leave under this Article shall provide, at the Board's request, appropriate verification of the necessity for leave and the employee's fitness to return to duty at the conclusion of the leave. The Board has the right to require that a second opinion (at Board expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and the Board (in conjunction with Association, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Board, employee and Association. The cost of this examination shall be paid by the Board.

Section 7. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from a pregnancy may, at the employee's option, be charged to available sick leave in accordance with applicable federal laws.

Section 8. Upon return from unpaid leave of absence, except as provided elsewhere, the employee shall be reinstated to his/her former position or, if that position is not available, to a position which is substantially equivalent for which the employee is qualified. In no case shall the returning employee suffer a financial loss with respect to a reduction in salary/rate of pay.

Section 9. The Board and the employee agree to cooperate in scheduling the return from the leave at a time which minimizes disruptions to the continuity of the service delivery system.

Section 10. The Board will continue premium payments for health care benefits up to (12) weeks for an employee who has been granted an unpaid leave under this Section. If the employee fails to return from leave at its expiration (except in the event of continuance, onset or recurrence of a serious health condition of the employee or other circumstances beyond the employee's control), the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with the deficiency to be remitted by the employee to the Board within five (5) workdays of the demand.

ARTICLE XXI

JOB POSTINGS

Section 1. In the event a new job classification should be established by the Board or there is a material change in the work content of an existing job classification, the Board, upon request of the Association, shall negotiate with the Association to establish the rate of pay for such classification, which rate of pay shall be consistent with the rates of the existing job classifications in this Agreement.

Section 2. A vacancy shall be defined as a newly-created position or a present position that is not filled.

Section 3. All vacancies shall be posted in a conspicuous place in each building for a period of ten (10) workdays and given to the Association President.

Section 4. The Board will accept written applications from bargaining unit members who have completed their probationary period for any job opening during the aforementioned ten (10) workdays.

Section 5. All newly hired employees shall be ineligible to apply for another vacancy opening within ninety (90) days of their full-time date of hire unless the Board and the Association should otherwise agree.

Section 6. Consideration shall be given to the most senior employee who has the skill level, experience and ability to perform the job in accordance with the minimum requirements as stated in the job description. However, the Board reserves the right to approve or not approve any or all applicants.

If there is a question as to an applicant's qualification, the Board will consider the applicant's seniority as it (the seniority) relates to his/her overall employment history. Normally, an employee shall not be subject to the same testing as are applicants applying from outside of the bargaining unit. The Board may request an applicant to test for a position as long as tests are equally applied to all potential applicants and that said testing standards are relevant to the position in question .

Section 8. Final determination of the successful applicant will be made within five (5) workdays following the expiration date posting. Within five (5) workdays after the expiration date, the Board shall make known its decision as to which applicant has been selected to fill the position. Following the notification of the successful applicant, the applicant will be assigned to the position within five (5) workdays. In the event such assignment is delayed beyond the five (5) workday period, the successful applicant shall begin to receive the rate for the job for which he/she successfully bid beginning on the sixth (6th) workday. In recognition of extenuating circumstances, the foregoing sixth (6th) day provision may be waived by mutual consent of the employee, Board and Association.

Section 9. An employee shall be afforded reasonable time and opportunity, not to exceed twenty (20) workdays, to demonstrate whether he/she possesses the necessary skill, experience and ability to perform the required work. If the employee is disqualified by the Board for reason of unsuitability based on his/her ability to adequately perform the work assignment, such disqualification shall be subject to the grievance procedure. Should the employee elect to return to his/her former position within the time set forth above, said employee shall be promptly returned to his/her former position without loss of seniority at the then rate of the job

ARTICLE XXII

TERMINATION OF AGREEMENT

This Agreement shall become effective upon ratification and signing by the parties and shall continue in full force and effect until the 1st day of July, 2001. Upon ratification, retroactive pay will be given to the employees in accordance with Schedule A. At any time subsequent to April 1, 2001, either party may give written notice to the other of its desire to negotiate a new Agreement and meeting between the parties for that purpose shall begin not later than twenty (20) days after the delivery of such written notification, provided however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Employer to commit an unfair labor practice or otherwise violate the law by any improper recognition or support or assistance to the Association.

IN WITNESS WHEREOF, the parties hereto have executed this document by their duly authorized representatives the day and the year first written below.

BOARD OF EDUCATION OF
HOMER COMMUNITY SCHOOLS
SCHOOL DISTRICT

HOMER EDUCATION SUPPORT
PERSONNEL ASSOCIATION,
affiliated with MESPA/MEA

By Betsy Carroll Cust

By Charles A. Fayard

Date 18 Oct 99

Date Oct. 13, 1999

By Steve W. Deen

By Marian Hoyt

Date Oct. 18, 1999

Date 10-13-99

By Carol H. Walter

Date Oct 13-99

SCHEDULE "A"

Effective 7/1/99

1. WAGES

<u>Classifications</u>	<u>1999-00</u>	<u>2000-01</u>
Maintenance Custodial	\$13.51	\$13.85
Custodial	\$12.78	\$13.10
Maintenance/Custodial Yard	\$ 8.29	\$ 8.50

(JOB DESCRIPTIONS WILL BE PROVIDED IF REQUESTED BY EMPLOYEE)

2. LONGEVITY

A Custodial or Maintenance person with 5-9 years of consecutive service to the Homer Community Schools will receive \$.20 an hour over that year's established salary schedule.

A Custodial or Maintenance person with 10-14 years of consecutive service to the Homer Community Schools will receive \$.25 an hour increase over that year's established salary schedule

A Custodial or Maintenance person with 15 years and over of consecutive service to the Homer Community School will receive & \$.30 an hour increase over that year's established salary schedule.

3. Probationary Employees-New full and part-time employees may be paid \$.60 less per hour than the regular hourly rate for the first 90 days of employment, upon the employee's 91st calendar day of employment, the regular rate shall apply.
4. If the Employer designates a lead person, the employee so chosen shall receive \$.25 per hour over the regular rate. If the Employer designates a head elementary custodian the employee so chosen shall receive \$.15 per hour over the regular rate. Employees working with at least three (3) youth workers shall receive \$.05 additional per hour and with at least six (6) youth workers shall receive \$.10 additional per hour. Employees are expected to work along with the youth workers to receive pay.
5. Shift Premium will be as follows: Employees working 3:00 P.M. to 11:00 P.M. will receive of \$.10 in 1999/00, \$.20 in 2000/01.
6. General – Any employee hired for the express purpose of maintaining the school yard and shrubs will be paid the minimum of the probationary wage structure described in this contract and will pay a monthly fee, equal to the dues in effect at the time, for each month or fraction thereof of employment; no other provisions of this contract will be applicable.

HOMER ESPA GRIEVANCE FORM

GRIEVANCE # _____ School District _____

STEP I - Notify Association Steward of grievance or may proceed to STEP II without the Association Steward at the employee's option.

STEP II - Discussion of grievance with supervisor must be within 5 days of incident but in no event greater than 20 days of date of alleged violation.

STEP III - Present in writing to Superintendent 5 days from discussion in STEP II and request an interview with Superintendent.

Submit to Immediate Supervisor in duplicate

Distribution of Form:

1. Superintendent
2. Association
3. Employee

Building	Assignment	Name of Grievant	Date Filed
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A. Date of alleged grievance: _____

B. Statement of grievance: (Be specific and list articles and sections of the Agreement that have been violated.)

Relief Sought _____

Signature of Employee(s) Date

STEP III

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee (within 10 days of hearing) _____

Signature Date

C. Position of Grievance; _____

Signature Date

STEP IV

A. Date Submitted with the Michigan Employment Relations Commission as provided by law:

STEP V

A. Date Received by Board of Education _____

B. Disposition by Board _____

Signature Date

C. Position of Grievant: _____

Signature Date

Position of Association Steward: _____

Signature of Association Steward Date

STEP VI

A. Date Submitted to American Arbitration Association as provided by law:
