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6/30/2001

MASTER AGREEMENT

BETWEEN

KINGSLEY AREA SCHOOL

AND

**MICHIGAN EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION**

Kingsley Area School

July 1, 1998 - June 30, 2001

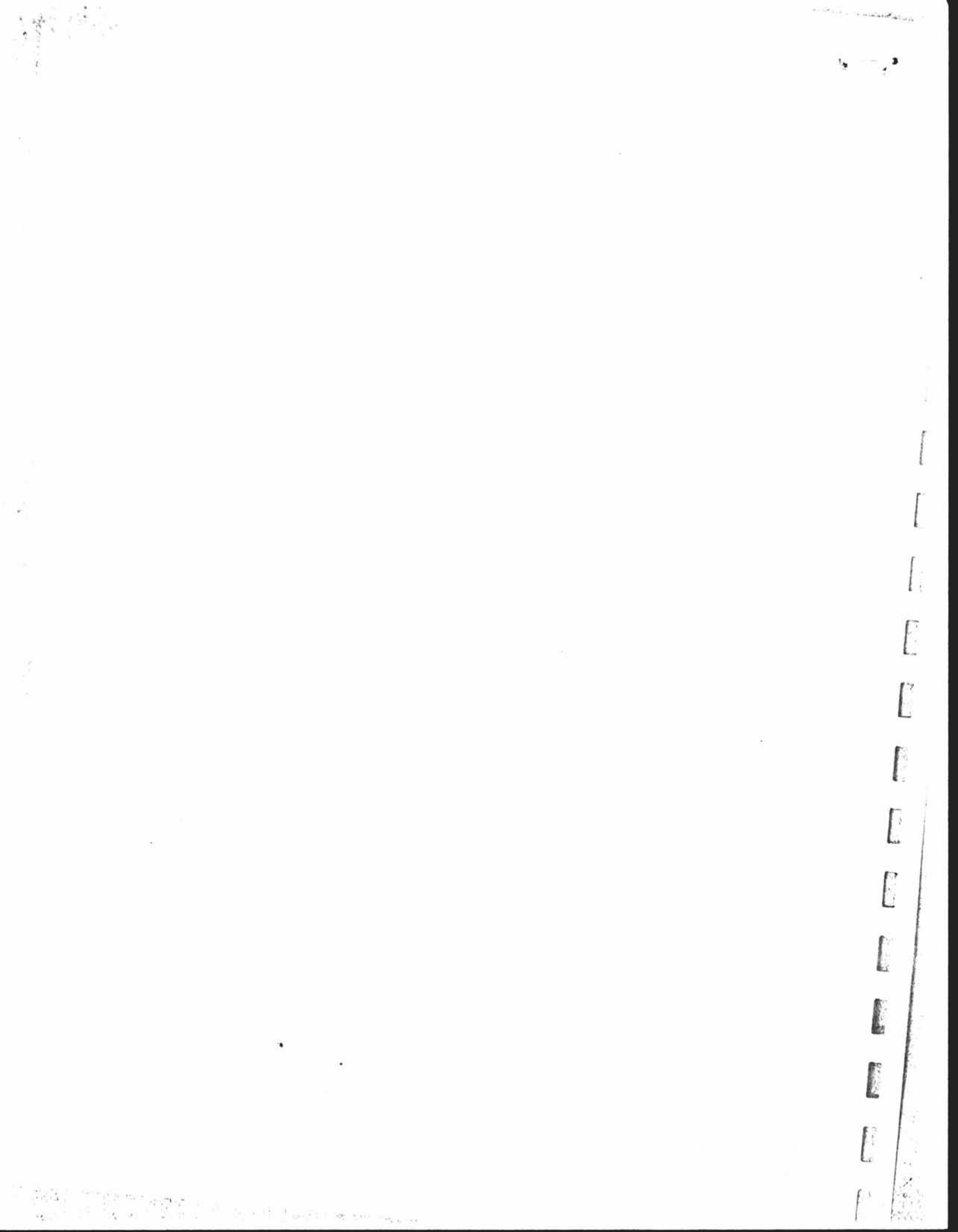


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ARTICLE I

AGREEMENT

This Agreement is entered into effective , July 1, 1998, by and between the Kingsley Area Schools' Board of Education, hereinafter called the "Employer" and the Michigan Education Support Personnel Association, hereinafter called "MESPA" or "Union", through its local affiliate.

ARTICLE II

PURPOSE

- A. This agreement is negotiated pursuant to the Public Employment Relations Act, (PERA), as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.
- B. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union.
- C. The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE III

RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive and sole bargaining agent for the purposes of collective bargaining, and that, pursuant to the Public Employment Relations Act (PERA), as amended, the said organization is the exclusive representative of all the Employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all personnel who are within the appropriate bargaining unit, described and defined as:

All full-time and regular part-time Custodian/Maintenance, Food Service Staff, Secretaries, Bus Drivers, and Para Professionals of the Kingsley Area Schools, excluding confidential employees, supervisors, substitutes, and other part-time employees and all other employees of the Kingsley Area Schools.

- B. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.

ARTICLE IV

EXTENT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual Employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

ARTICLE V

STRIKES-LOCKOUTS

- A. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any Employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system for the duration of this Agreement.
- B. Lockout: The Employer agrees that it will not lock out any Employee during the term of this Agreement.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1 Definition

A grievance shall be defined as a claim or complaint by an Employee or group of Employees or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

- A. Written grievances as required herein shall contain all information as required on Appendix A - Grievance Form. Any written grievance not in accordance with the above requirements may be rejected as improper.
- B. The following matter shall not be the basis of a grievance filed under the procedure outlined in this Article:

The termination of services or failure to re-employ any probationary Employee unless the basis for discharge is due to legal union activities.

Section 2 Hearing Levels

Informal Level: When a cause for complaint occurs, the affected Employee(s) shall within ten days (10) of the alleged contract violation request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the Employee at such meeting. If the Employee is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

Formal Level 1: If a complaint is not resolved in a conference between the affected Employee(s) and his/her immediate supervisor, the complaint may be formalized as a grievance. It shall be submitted, in writing, within five (5) days of the meeting with the supervisor and the Employee. A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant and the Union.

Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1, the grievance shall, within five (5) days, be transmitted to the Superintendent or designee. Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the Union on the grievance. The Superintendent or designee, within five (5) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Union and the grievant(s).

Formal Level 3: If the Union is not satisfied with the disposition of the grievance at Level 2 by the Superintendent or designee, or if no disposition has been made within the period above provided, the Union may, within five (5) days, submit the grievance to the Board by filing a written copy thereof with the secretary or other designee of the Board. The Board, not later than its next regular meeting or within ten (10) days, whichever shall be later, will hold a hearing on the grievance. The Board shall allow the Union an opportunity to be heard at the meeting for which the grievance was scheduled. Within ten (10) days from hearing the grievance, the Board shall render its decision in writing. A copy of the written decision of the Board shall be forwarded to the President of the Union.

Formal Level 4: If the Union is not satisfied with the disposition of the grievance at Level 3 by Board of Education or if no disposition has been made within the period above provided, the Union may submit the grievance to arbitration before an impartial arbitrator. The Board must be notified within ten working days of their disposition to the Union, or ten days from the expiration of the deadline they have to respond to the Union, of the Union's intent to file for arbitration in the matter. If the Board is not given notice within these timelines, the Union forfeits the right to arbitration. The Union and the Board agree to attempt to mutually select an arbitrator. If the Union and the Board are unable to mutually select an arbitrator, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. Powers of the arbitrator are subject to the following limitations:

- A. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- B. The arbitrator shall have no power to change established salary schedules, but may rule on the proper placement of persons on the established salary schedule.
- C. The arbitrator shall have no power to change any practice, policy, or rule of the Board.
- D. The arbitrator shall have no power to interpret state or federal law.
- E. The arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
- F. The arbitrator shall have no power to order punitive damages.

Section 3 Miscellaneous

- A. The term "days" when used in this Article shall mean workdays. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.
- B. For the purpose of assisting an Employee or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Employer shall permit an Employee and/or a Union representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the Employee or any issue in the proceeding in question as required by law. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- C. When an Employee is mutually scheduled to be involved in the grievance procedure during the workday, he/she shall be excused with pay for that purpose.
- D. Should an Employee fail to institute a grievance within the time limits specified, the grievance will not be processed. It is understood that the arbitrator shall have no authority to waive said time limits.
- E. 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 and/or legal fees.
- F. Any matter involving content of Employee evaluation shall not be subject to this grievance procedure.

ARTICLE VII

UNION RIGHTS AND SECURITY

The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

Section 1 Special Conferences

Special conferences for important matters will be mutually arranged between the Union President and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer.

Section 2 Bulletin Boards and School Mails

The Union shall be provided with a bulletin board in the bus garage and one in the school lounge for the purpose of posting union materials. Materials shall not be slanderous or malicious. The Union shall also have the right to use the school mails to distribute Union materials.

Section 3 Use of Facilities and Equipment

The Union will be allowed to use school facilities for meetings upon request to and approval of the Superintendent. The Union will be allowed to use school equipment, including typewriters, computers, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.

Section 4 State and National Union Representatives

Duly authorized representatives of the Association shall be permitted to transact legal, official Association business on school property before 7:00 a.m. and after 3:30 p.m. provided this shall not interfere with or interrupt the Employees normal work schedule. Any deviation from the above must be approved by the Superintendent.

Section 5 Union Representation

Employees who require or request Union representation shall be represented by Union Stewards, or in the absence of the regular Steward, by an alternate Steward. Both Stewards and Alternate Stewards shall be regular Employees of the bargaining unit. The Union shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment.

Section 6 Union Leave

The Employer shall allow, at loss of pay, ten (10) hours per month of released time for the handling of Union business as deemed appropriate by the Union President. When the Union meeting is held at the school, the afternoon Custodians will be allowed a maximum of two (2) hours per month to attend a

Union meeting and will be allowed to make up the lost time so long as the supervisor has been notified and no emergency exists.

Section 7 Requested Information

The Employer agrees to furnish to the Union, in response to reasonable requests, all available information which may be necessary for the Union to represent its members under the following conditions:

- A. The Employer has such information available or is in possession before the obligation arises.
- B. The Employer retains the right to limit or deny information or to otherwise maintain the privacy of Employees, students, or others that may exist in such documents.

Section 8 Official Union Business

The Employer agrees to grant three days per year with pay to union employees to participate in official union business. The cost of the substitutes shall be paid by the Union. Arrangements for union leave must be made no less than ten days in advance with the employee's supervisor. No more than three employees may be gone at any one time.

ARTICLE VIII

PAYROLL DEDUCTIONS

- A. Beginning with the commencement of the 1998-99 school year for employees, each new 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.

- 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 District, fifteen (15) days prior to the date of the first payroll deduction for professional fees or service fees, the amount of said professional fees and the amount of service fee to be deducted by the District.
- G. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, 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 with any bargaining unit member whose wages have been subject to involuntary deduction under this Article. If a court having competent jurisdiction over the area of Kingsley Area School 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.

- H. The Board shall deduct from the pay of each Employee, from whom it receives written authorization to do so, the amount for the payment of Union dues/fees. Such dues shall be forwarded to the Union no later than twenty (20) days after the deductions were made.
- I. This Article shall be effective for each school year of this Agreement, and all sums payable hereunder shall be determined from the beginning of each school year. Persons becoming members of the collective bargaining unit during the course of a school year shall have their Service Fees/dues prorated over the school year.
- J. The Union will certify, at least annually to the Employer, the amount of said dues and the amount of the Service Fee to be deducted by the Employer, and that said Service Fee/dues includes only those amounts permitted by the Agreement and by law.
- K. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer or in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction of dues, so long as the Employer is in compliance with this Article.
- L. The Board shall make payroll deductions upon written authorization from Employees for annuities, charitable donations, credit unions, savings bonds, or any other plan or programs jointly approved by the Union and the Board.
- M. All credit union deductions made from Bargaining Unit Member's paychecks shall be mailed to their designated accounts on the same date the Bargaining Unit Member's paycheck is issued.

ARTICLE IX

SUB-CONTRACTING

- A. Employer agrees that supervisors or non-unit personnel shall not be used to cause lay-off or reduction of hours of work for Employees regularly employed in the Bargaining Unit.
- B. Non-unit personnel shall not be used to do Bargaining Unit work during school year break times and summer break until all current Bargaining Unit Members wishing to do this work have had an opportunity to fill the available positions. These positions will be posted and bid as outlined in Article XIV – Vacancies, Transfers and Promotions. This provision does not apply to work not financed by the District.
- C. If any provision or application of this Article 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.

ARTICLE X

WAIVER

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 agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the district and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement.

ARTICLE XI

EMPLOYEE RIGHTS AND PROTECTION

A. Non-Discrimination

1. Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every Employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the constitutions of Michigan and the United States of America; that it will not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
2. Nothing contained within this Agreement shall be construed to deny or restrict to any Employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations.
3. The Employer agrees that it will in no way discriminate against or between Employees covered by this Agreement because of their race, creed, religion, color national origin or ancestry, age, sex, marital status, legal political activities, place of residence, or Handicap.

B. Just Cause and Discipline

1. No Employee who has completed his/her probationary period will be disciplined or discharged without just cause. The specific grounds forming the basis for disciplinary action will be made available to the Employee and the Union in writing.

2. Should disciplinary action of any nature occur at a given meeting, the Employee shall be advised immediately. An Employee shall be entitled to have present a Union Representative of his/her choice during any meeting at which disciplinary action occurs. When a request for such representation is made, no action shall be taken with respect to the Employee until such Union Representative is present. This does not preclude any Employee from having representation at any meeting he/she so chooses.

C. Files and Records

1. Upon request, an Employee will have the right to review the contents of all records excluding initial references, of the District pertaining to said Employee originating after initial employment and to have a representative of the Union accompany him/her in such review. At the request of the Employee, the Employer will destroy any negative material, except where required by law to maintain such records and/or involving a suspension, in the Employee's file that is older than five (5) school years.
2. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an Employee's personnel file unless the Employee has been given a copy of the material.

Complaints against the Employee of a serious nature shall be put in writing with names of the complainants and administrative action taken. The Employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. If the Employee is required to sign the material to be placed in his/her file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

3. 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 immediately notify the affected Bargaining Unit Member and the Association. The District shall allow the affected Bargaining Unit Member an opportunity to review as well as attach a response to any disputed information being released. The District will cooperate to the fullest extent of the law wherever possible including expunging or withholding material which is not legally discloseable.

D. Assaults

Employees are responsible for the control and discipline of students in such places, or at such times that the students may be under the jurisdiction of the Employee. Any assault upon an Employee shall be promptly reported to the Employee's immediate supervisor. The board recognizes its responsibility to give reasonable support and assistance to the Employees with respect to control, discipline and assaults.

ARTICLE XII

WORK YEAR, WORK WEEK, WORK DAY

- A. The normal work year, hours and week are stated in Appendix B. These hours are not a guarantee and may be reduced by the Board for good reason. The Board has the right to set the length of year, week, and day to comply with state and federal mandates. The hours per day may vary with position; however, an employee's normal workday will be scheduled. Daily starting and ending times shall be established by administration. Employees shall be notified of the hours, starting and ending time, and location of their tentative assignment no later than two weeks prior to the start of the student school year. Should a shift change be required employees shall be given a thirty-(30) day notice, or more when possible, of the change. Work schedules may be adjusted to the day shift when school is not in session. The Board reserves the right to change the work hours during any given day to accommodate the schedule of the student's hours.
- B. The normal workweek for Employees is Monday through Friday with the exception of the custodial classification.
- C. The normal workday for all Employees working over three (3) hours shall include a duty-free uninterrupted lunch hour of thirty (30) minutes duration. Said lunch hour shall not count as paid time. However, Food Service shall receive a paid duty-free thirty-(30) minute lunch hour.
- D. All Employees working seven (7) hours or more per day shall be entitled to two (2) fifteen (15) minute relief periods per day. Employees working three and one-half (3 1/2) hours or more per day but less than seven (7) hours shall be entitled to one (1) fifteen- (15) minute relief period per day. Employees working overtime will be entitled to an additional fifteen- (15) minute relief time for every three (3) hours worked. This section shall not apply to Bus Drivers except in the case of extra trips of two (2) or more consecutive driving hours.
- E. Overtime:
1. An overtime or extra trip chart will be posted within each department with the affected Employees listed by order of seniority. Overtime or extra trip opportunities will then be offered to each Employee in rotation according to listing on the chart. Each Employee has the responsibility to mark on the chart his/her acceptance or rejection of each overtime or extra trip opportunity as it comes to them. If all Employees within the affected department refuse the overtime or extra trip, the least senior Employee who

is qualified to perform the work may then be required by the Employer to perform the overtime or extra trip work.

2. All overtime and extra trips must be authorized in writing by the supervisor with a minimum of twenty-four (24) hours' notice, except for an emergency. In the case of a cancellation, a Bus Driver will be given the earliest possible notification. If it is determined that a driver misses their regular run because of late notification, they will be paid for their regular run.

3. Drivers may not sign up for an extra trip if the total of extra hours and their normal work hours (during that entire week) will exceed a total forty (40) hours. Postings for extra trips will list the estimated work hours required for each trip and drivers may bid on extra trips provided the combined total of extra trip hours and normal hours do not exceed forty (40) hours. The only exception is written prior approval from the Transportation Supervisor.

Bus Drivers shall have an opportunity to be placed as a first-call substitute on runs other than regular a.m. and p.m. runs; however, they accept the obligation to substitute when called unless they have prior plans which cannot be changed. When more than one (1) regular driver is available as a first-call substitute, the subbing assignments shall be rotated as equitably as possible, by seniority, among them. Separate rotation lists shall be made for a.m. trips, noon trips, and p.m. trips. Notification for substitutes which the supervisor receives less than one and one-half (1 1/2) hours before the run are excluded from the requirement to call a regular driver.

4. Drivers who are scheduled to work forty (40) hours per week will be allowed to work one (1) hour overtime on a biweekly basis to wash their buses if authorized by the Transportation Supervisor.

F. All employees shall be granted a ten (10) minute period prior to the end of the regular work shift in which to put away equipment and supplies and for the purpose of personal clean up. Bus Drivers shall be granted thirty (30) minutes per day; (fifteen (15) minutes for safety checks and warm-up; fifteen (15) minutes for cleaning.)

G. With the exception of full-time Custodial/Maintenance personnel, Employees shall not be required to report to their job assignments when schools are closed to students due to inclement weather, or when otherwise prevented by an Act of God, and shall suffer no loss of salary.

Custodial/Maintenance Employees shall report to work no later than 10:00 a.m. on these days and will work until 4:00 p.m. but will receive a full day's pay. If the school day is shortened due to an Act of God, Employees (other than full-time Custodians) will be allowed to leave the building within thirty (30) minutes of student dismissal and the Employee will receive the full day's pay.

Any student instruction days lost due to "Act of God" (snow, ice, fog, epidemic, etc.) will be re-scheduled if required by State Statute. In such case, the Employee will receive no additional compensation for working on the re-scheduled days.

- H. Cooks and Kitchen help shall work six (6) hours in advance of the regular school year for clean-up purposes.
- I. Instructional paraprofessional staff members may be requested to work the day before the start of the regular school year and the day after the end of the school year. If authorized by administration, these Bargaining Unit Members shall be paid for these days. Any additional scheduled days will be by mutual agreement of the Administration and the individual paraprofessionals.
- J. The Board and the Union agree that in the interest of maintaining student safety that it is necessary to adequately staff elementary and middle school recess periods.
- * K. Secretarial staff will be scheduled with sufficient time prior to the commencement of the school year for them to check in and distribute classroom and office supplies that arrive in the District over the summer recess. It is understood and agreed to by the parties that all secretaries do not necessarily have to have the same number of scheduled work days and that the current schedule may work very well in some offices. Any additional scheduled days will be by mutual agreement of the administration and the individual secretaries.

ARTICLE XIII

WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being. (This shall be in conformance with OSHA, MIOSHA, etc.)
- B. The Employer shall reimburse the Employee up to twenty dollars (\$20.00) for the loss, damage, or destruction of personal property covered by the Board's Liability Insurance Policy when the loss, damage, or destruction can be proven not to be the result of Employees' negligence.
- C. The Employee shall be informed in writing of the procedure to follow in the absence of their immediate supervisor.
- D.
 - 1. Employees required to administer first aid and/or administer medication shall be given a written procedure to follow. If an Employee is required to provide a related medical service, the Employer will be responsible to provide the Employee with proper training in the procedure. The employer will obtain written permission from the student's parent authorizing this service.
 - 2. The Employer agrees to hold the Bargaining Unit Member harmless from any liability incurred in the transportation of Special Education Students to and from school and school related activities when proper care and absence of negligence has been shown.
- E. Volunteer Ambulance/Fire Service: Those Employees who are active volunteer firemen or ambulance attendants for Kingsley Volunteer Services will be released with pay for those

emergencies which occur during their work time and for which they are needed and provided they have given notification.

- F. The Employer shall continue to maintain adequate rest areas, lounges, and restrooms for Employee use.
- G. An Employee shall be responsible to only one (1) supervisor per department. Said supervisor to be designated by the Employer at the beginning of each school year with written notification provided to each Employee. Work directions may be given by administrators other than the immediate supervisor.
- H. In the event no school medical personnel are employed by the District, employees may be required to administer medication to pupils only when the following conditions are met:
 - 1. The parents or legal guardians have given prior written approval for the administration of the medication by non-medical personnel;
 - 2. The aforementioned permission is accompanied by written instruction from the attending physician or pharmacist;
 - 3. Medication is given by an adult in front of or taken in front of a second adult witness;
 - 4. The necessary equipment and supplies are provided;
 - 5. Prior training is provided by the parents or legal guardians with regard to medication protocol, equipment and procedures when deemed necessary;
 - 6. The medication, in a current container, and necessary equipment is delivered to the school site by the parents or legal guardians;
 - 7. A dispensation log is maintained by the individual who dispenses the medication;
 - 8. All medications to be dispensed will be stored with the assigned person who is responsible for dispensing the medication.

The Employer shall indemnify and save harmless from any liability employees who administer medication to pupils under prescribed methods and dosages when directed to do so by school supervisory personnel.

- I. The Association agrees that the District may install cameras in school buses for the sole purpose of helping to improve student behavior and accordingly, student safety on district buses.

The District agrees that the tapes made by these cameras is for the purpose of recording student behavior and will not normally be used in driver discipline, with the exception of physical or sexual abuse. Drivers will be informed when cameras are to be used on their respective buses.

The parties agree that the driver will not be responsible for the tape, or its quality, or its existence. The District further agrees that the placement of the cameras on the buses will not be the responsibility of the driver.

The parties agree that the sole purpose of this installation is to make the school district's transportation safer and more pleasant for the students and drivers.

ARTICLE XIV

VACANCIES, TRANSFERS, AND PROMOTIONS

A. Definitions

1. A vacancy shall be defined as any bargaining unit position either newly created or a present position that is open (not a temporary vacancy) and must be filled.
2. Temporary vacancy is defined as a bargaining unit position which is being held open for the return of a particular Bargaining Unit Member.
3. A summer or break period vacancy is a position which is available only during the summer months or a scheduled break period during the school year, and is not subject to the bargained pay rate and fringe benefit schedule. Bargaining Unit Members filling these vacancies will receive at least the hourly rate that they received during the previous summer or break period. It is also agreed that all Bargaining Unit Members filling these vacancies will receive the same hourly rate of pay.

B. All vacancies shall be posted in accordance to the procedure included herein:

1. Five (5) copies of each posting shall be forwarded to the Association President in time for him/her to post them for a minimum of five (5) workdays before the application deadline.
2. Vacancies shall be posted a minimum of five (5) workdays during the school year, and five (5) calendar days during the summer months, before the application deadline. When school is not in session, the Employer shall mail vacancy postings to the Union President or designee and Union Stewards.
3. Posting Shall Contain the Following Information:
 - a. Type of Work
 - b. Location of Work
 - c. Starting Date
 - d. Rate of Pay
 - e. Hours to be Worked
 - f. Classification(s)
 - g. Qualifications
 - h. Supervisor

- i. Deadline for Application
- j. Ending Date for Position if Temporary

4. All summer and/or break period positions financed by the District shall be posted to Bargaining Unit Members prior to being posted outside the Bargaining Unit. The rate of pay for these positions shall be as established by the Employer. First priority in filling these positions shall be given by seniority to Members of the classification where the work exists. Second priority shall be by seniority to Bargaining Unit Members outside the classification. If the position is not filled in this manner, persons outside the Bargaining Unit will be sought.

C. Vacancies may be withdrawn at any time prior to the listed deadline for application.

D. Vacancies shall be filled with the most senioered applicant from within the affected classification. If no one from the same classification applies for a vacancy, the vacancy shall be filled with the most-senioered applicant from within the department, providing the applicant is qualified. Employees from other departments may apply; and will have seniority rights over non-bargaining unit members if they are equally qualified under the criteria set by the Board. The Board has the right to set the qualifications in the job description. Should it become necessary to change the job description for a classification the Board shall solicit input from the Union before making the changes. The following departments and classifications shall exist:

| <u>Departments</u> | <u>Classifications</u> |
|-----------------------|---|
| Food Service | Cooks Kitchen Help Kitchen Utility Food Service Clerk |
| Secretarial | Secretaries A.D./Guidance Secretary |
| Custodial/Maintenance | Custodial Custodial/Maintenance |
| Transportation | Bus Driver |
| Paraprofessional | Non-Instructional Parapro Instructional Parapro Media Center Parapro Pre-school Parapro Bus Parapro |

E. Within ten (10) workdays after the deadline for application, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant and the Union President shall be so notified in writing.

- F. In the event of promotion in the department (departments are noted in Appendix B; Example: Food Service) or transfer from one department to another or recall from layoff, the Employee shall be given a ninety (90) work day trial period in which to demonstrate his/her ability to perform on the new job. If the promotion or transfer is within the same department, the employee shall not suffer any loss in step on the salary schedule. During this trial period the Employer has the right to return the Employee to his/her previous position. A performance conference between the supervisor and the employee will be held within forty-five (45) days. If the Employee does exercise his/her right to return to the previous position, he/she cannot apply for a different position within the same classification for a period of one (1) year unless on layoff at the time of application.
- G. Any Employee asked by a supervisor to temporarily assume the duties of another Employee will be paid the rate for those duties after the start of the second day. Such authorization must be in writing and signed by the Supervisor. Any Employee's pay rate shall not be reduced by any temporary change in duties or because of any involuntary transfer. The two- (2) consecutive day requirement shall be waived in the instance when a Cook replaces the Kitchen Supervisor for a minimum of a full day.
- H. Substitutes for positions shall be considered from the bargaining unit for each opening providing the Unit Member meets qualifications for the vacancy. Employees who are scheduled to work seven (7) or more hours per day may not request to leave their normal work schedule to substitute, however they may substitute to the extent that they can acquire up to forty (40) hours in one week. Union members shall indicate to the supervisor their willingness and availability to substitute in a particular area. A Bargaining Unit Member may not substitute if the job interferes with their regular employment responsibilities unless given permission to do so by their supervisor.

ARTICLE XV

SENIORITY

- A. Bargaining Unit Members shall have District-wide and departmental (departments are noted in Appendix B; Example: Food Service) seniority. District-wide seniority shall be from the last date of hire with the District. Departmental seniority shall reflect all days worked in any department. In the event that more than one (1) individual has the same starting date of work either within the District or within a department, position on the seniority list shall be determined by casting lots. Casting of lots shall take place for Employees so effected upon ratification of this contract, and thereafter as Employees are hired.

Bus drivers, who on a scheduled basis drive one (1) run per day, shall earn one-half (1/2) day of seniority credit for each day worked. This method of seniority credit calculation shall be effective with the start of the 1995-96 school year and seniority credit earned prior to that time shall not be re-calculated.

- B. New Employees hired in the unit shall be considered as probationary Employees for the first ninety (90) working days of their employment. Probationary Employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their

first day of work. The Employer shall have the right to discharge probationary Employees and the section is not subject to appeal or grievance as long as the discharge was not for legal Union activities.

- C. For the purpose of seniority, Employees shall be placed in one (1) of the following departments based on their current assignments but reflecting Section A above (i.e., first working day in the District). Employees who hold positions in more than one (1) department shall have their seniority computed per department.
1. Custodial/Maintenance
 2. Secretarial
 3. Food Service
 4. Paraprofessional
 5. Transportation
- D. The Employer shall prepare the seniority list and provide two (2) copies to the Union President. The initial seniority list shall be prepared within thirty (30) days after the effective date of this Agreement and shall be updated semi-annually thereafter, furnishing a copy to the Union President as it is completed.
- E. Any Employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may, at the option of the Employer, be employed at other work on a job he/she can do without regard to any seniority provisions of this Agreement.
- F. An Employee who transfers to a non-bargaining unit position at a date following ratification of this contract, retains the seniority that he/she has earned as a member of the bargaining unit, up to two (2) years maximum seniority, and cannot apply this seniority to "bump" another bargaining unit member.
- G. Seniority shall be lost due to the following reasons:
1. Termination for just cause
 2. Resignation
 3. Retirement
 4. Failure to return to work at the expiration of a leave of absence unless given an acceptable reason as determined by the Superintendent.
 5. Absence from work for three (3) consecutive working days without notification.

6. Failure to return to work within five (5) working days of receiving a recall notice unless giving an acceptable reason as determined by the Superintendent.
7. Continuous lay-off in excess of thirty (30) months.

ARTICLE XVI

REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

- A. Layoff shall be defined as a reduction in the work force and/or a reduction in hours.
- B. No Employee shall be laid-off pursuant to a reduction in work force unless said Employee shall have been notified of said layoff at least five (5) work days prior to the effective date of the layoff.
- C. In the event of a reduction in work force, the Employer shall first lay off probationary Employees, then the least senior Employees. 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.
- D. In the event of a reduction in the work hours for any Employee, that Employee may claim seniority over another Employee within his/her classification for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority. In no case shall a reduction of any Employee's work hours take effect until the Employer gives five (5) work days' notice to the affected Employee(s) and the Association President.
- E. A laid-off Employee shall, upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority.
- F. Employees shall be recalled in inverse order of seniority to any position for which they are qualified, and shall be granted a trial period per Article XIV, Section F - Vacancies, Transfers, Promotions.
- G. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the Employee is to report back to work. It shall be the Employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled Employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled Employee can report for work providing the Employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An Employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.
- H. Employees on layoff shall retain their seniority for purpose of recall for a period of thirty (30) months.

ARTICLE XVII

WORK DUTIES AND COMPENSATION

- A. Double time will be paid for all hours worked on Sundays or a holiday (with the exception of deer hunting day).
- B. Extra trips will be computed portal to portal, except for overnight trips, with an additional twenty minutes for pre-check and cleaning on runs that do not immediately proceed or follow a regular run. Overnight trips will include eight (8) hours of unpaid sleeping time unless the driver is required to drive in less than an eight- (8) hour period. Drivers will be paid on the following schedule:

| <u>Hourly Rate</u> | | <u>Minimum</u> |
|--------------------|---------|----------------|
| 1997-98 | \$ 9.50 | \$21.00 |
| 1998-99 | 9.78 | 21.00 |
| 1999-2000 | 10.07 | 22.00 |
| 2000-2001 | 10.36 | 22.00 |

Extra trips will be posted and assigned by rotation to regular drivers who have two runs per day. Regular drivers with one run/day and substitute drivers will not be assigned to extra trips unless regular drivers with two runs/day are unable to take the extra trips.

If a driver shows up for an extra trip and the extra trip is cancelled, he/she shall receive the above-mentioned minimum rate if he/she is unable to take his/her regular run on that day. In order to help minimize the use of substitute drivers, drivers are expected to check in with the transportation supervisor on days when weather threatens whether or not an extra trip will be taken.

- C. All runs will be bid, based upon seniority, on a prior announced date approximately three (3) weeks after the beginning of the school year.
- D. Ten cents (\$.10) per hour premium is paid for the afternoon Custodial shift. In addition to the above hourly rate, the Lead Custodian(s) will be paid ten cents (\$.10) per hour in addition to the hourly rate. The salary differential for Lead Custodian(s) shall be paid during the summer months, Christmas Break and Spring Break. Employees who are assigned to work the third shift will be paid a shift premium of twenty-five cents (\$.25) hour.
- E. The Bargaining Unit Member employed in the position set forth on the above salary schedule shall be paid the hourly rate set forth therein during the term of this Agreement.
- F. The increment shall be an increase in salary applicable on the Bargaining Unit Member's anniversary date, which is the date of hire in his/her classification.
- G. The wages or salary shall be paid bi-weekly on such calendar dates as are established by the Board.

- H. Time and one half (1 1/2) will be paid for all hours worked over forty (40) hours in one (1) week.
- I. The Board shall reimburse Bus Drivers for the cost of the Driver's chauffeur's license and CDL license. Reimbursement for CDL will be made for new drivers after they have successfully completed one hundred sixty-eight (168) days of driving for the District.
- J. Should a Bargaining Unit Member assist in the transportation department for the preparation of buses for inspection, and/or as an assistant to the Bus Mechanic, he/she shall be paid at the rate of \$7.99 per hour. This hourly rate will be increased at the same percentage as other driver rates increase in subsequent years.
- K. The bus driver(s) who is/are assigned to train new bus drivers will be paid at \$10.75 per hour for the 1998-99 school year. This hourly rate will be increased at the same percentage as other driver rates increase in subsequent years.
- L. Drivers will be paid at the extra trip hourly rate for time, up to a maximum of three (3) hours, spent making route maps and test runs for the district, if authorized by transportation supervisor.
- M. The Board will pay the cost of registration in workshops, seminars, or classes required or authorized by supervision. Employees, with the exception of bus drivers, will be paid at their regular hourly rate for the time spent in an administrative-authorized class, seminar or training session. Bus drivers will be reimbursed at the extra trip rate for attendance at these training activities.

ARTICLE XVIII

HEALTH INSURANCE

A. Health Insurance: For those employees who work seven (7) hours or more per day, the Board shall pay the full cost for the full family health care package for a twelve (12) month period. This will be equivalent of MASB Set Comprehensive Ultra Med D. Health benefits for the employee, employee's spouse, and children, excluding children over the age of 19 unless unmarried and a dependent on Federal Income Taxes under the age of twenty-five (25). The insurance plan shall also include:

1. The Board will provide ten thousand dollars (\$10,000) of life insurance per employee.
2. The Board will provide 50/100 deductible.
3. The Board will provide LTD (two-thirds (2/3) pay after one hundred-twenty (120) days) for all employees who work a minimum of two and one-half (2 ½) hours per day.
4. The Board will provide a selective option package which will be the same, to the extent possible, as the KFT.
5. Prescription coverage will have a five dollar (\$5) co-pay. However, the Board shall have the right to raise co-pay on prescriptions with the Board paying the difference between the existing co-pay and any new rate which shall have been established. The Board shall make every attempt to protect confidentiality and to expedite reimbursement when necessary.

A committee comprised of the Superintendent, a representative of KESPA, a representative of KFT, and a Board member shall meet each year to evaluate the insurance program. This committee shall have no power to change coverage, but can investigate offering equal or better coverage at a better rate. This committee shall reach consensus and then make a recommendation to the Board. Any change in coverage must go through the regular negotiation process including ratification by the membership of both the Board and the KESPA.

B. Employees electing not to receive full family health insurance benefits, and those employees requiring only single subscriber health insurance benefits, shall receive one hundred and twenty (\$120.00) dollars per month to apply toward a selective option package or an annuity if employed seven (7) or more hours. If, during the life of this contract, the Board agrees to increase the annuity subsidy for the members of the KFT bargaining unit, it shall likewise increase that amount to the same extent for these Bargaining Unit Members. Any amount allowed toward insurance may not be paid to an Employee in cash. (Employees opting to take the annuity must sign up for this option during the enrollment period of September 1 – September 30. Employees hired during the year have thirty (30) days from date of eligibility to enroll for this option. Failure to enroll during this designated time shall mean loss of that benefit until the next enrollment period.)

- C. Employees working less than seven (7) but six (6) or more hours per day will receive an Employer contribution of up to fifty percent (50%) of their annual wage as the employer's contribution to their insurance plan as outlined in paragraphs A, F, and G. The employer's contribution shall be calculated as follows: Employee's rate of pay multiplied by number of daily hours times number of work days (Appendix A) equals annual wage. The calculation for drivers shall be salary multiplied by the above percentage as the Employer's contribution toward their fringe benefit package.
- D. Employees working less than seven (7) but six (6) or more hours per day and not electing health insurance coverage are entitled to apply an Employer contribution of up to fifty percent (50%) of their annual wage as the employer's contribution to their insurance plan which would include the same life insurance, LTD coverage, vision insurance, and dental insurance coverage as provided to employees working seven (7) hours or more. If dollars remain after the above insurance coverage is purchased, up to five dollars (\$5.00) for each hour worked per day will be applied toward an annuity. (Example: An Employee working two (2) hours per day for five (5) days a week is entitled to ten dollars (\$10.00) per month to put toward an annuity.) (An employee working less than five (5) days a week is ineligible.) (Employees insured through the district prior to July 1, 1990, are not subject to the four-(4) hour stipulation.) If, during the life of this contract, the Board agrees to increase the annuity subsidy for the members of the KFT Bargaining Unit, it shall likewise increase the amount for these Bargaining Unit Members in a prorata manner.
- E. At the end of two (2) years, and periodically thereafter, a committee consisting of the Superintendent, KFT Representative, KESPA Representative and Board Member will evaluate the insurance program, with the option of re-negotiating insurance coverage and insurance carrier by mutual agreement.
- F. Dental: The Board shall provide at some or at no cost to the employee the SET 50-50-50-Dental plan with incentives with a cap on orthodontic care of to be the maximum allowable under this plan.
- G. The Board will provide the SET Ultra-Vision Plan II with one hundred dollar (\$100) allowance for frames every two (2) years. (Note: The Board may reimburse the Employee for a portion of the one hundred dollar (\$100) frame allowance with the insurance company paying the remainder.)
- H. A physical may be required of all full-time Employees once in every two-(2) year period. Full-time shall be defined as Employees who are scheduled to work seven (7) or more hours per day. The cost of this physical will be paid by the Board through their insurance plan. Evidence of this physical will be provided by the Employee for their personnel file. The Board will pay up to sixty-five dollars (\$65.00) for required bus driver physicals during the 1998-99 school year. The amount will be increased to seventy dollars (\$70.00) during the 1999-2000 school year and to seventy-five dollars (\$75) during the 2000-2001 school year. It is understood that Employees should not be getting a physical and a bus driver physical during the same year unless required.
- I. Any amount allowed toward insurance may not be paid to an Employee in cash.

- J. Employees are required to work a minimum of two and one-half (2 1/2) hours per day to qualify for the insurance plan as long as seventy-five percent (75%) of the employee group is covered by some health insurance carrier. An employee working less than 2 1/2 hours per day for five days a week would be entitled to an annuity at the same rate as in paragraph D.
- K. Should insurance premiums exceed a ten percent (10%) increase over the previous year's cost, the employee shall be responsible for the balance of the premium through payroll deduction. Employees may elect to pay the balance of the premium under a qualified Section 125 Premium Conversion Plan.

ARTICLE XIX

VACATIONS

- A. All full-time regularly employed Custodian/Maintenance shall earn vacation according to the following schedule:

| | |
|------------------------------|---|
| Completion of six (6) months | Up to (three) 3 days to be deducted from the (ten) 10 days. |
| Completion of first year | Ten (10) days per year. |
| Completion of ten (10) years | Fifteen (15) days per year. |

- B. School Secretaries shall be credited vacation according to the following schedule:

| | |
|------------------------|-------------------------|
| 1-10 years of service | Two (2) vacation days |
| 11-20 years of service | Three (3) vacation days |
| 21 years of service | Five (5) vacation days |

- C. Vacation may be taken all at once or scheduled throughout the calendar year, but vacation may not be used for less than a one-(1) day period. Vacation schedules must be approved by the supervisor who will give consideration to the Employee's request and the need to maintain service. In no case shall an Employee forfeit paid vacation leave eligibility due to a lack of approval by supervision. Seniority shall prevail in the event of schedule conflicts between Employees.
- D. In case of layoff, death or retirement, or a quit with two (2) weeks notice, the Employee will be paid for all unused vacation.
- E. Vacation time will not accumulate from year to year. Should an Employee be unable to schedule his/her vacation time, they shall receive pay that time.

ARTICLE XX

HOLIDAYS

A. Holiday benefits

1. The following holidays shall be considered as paid holidays for Custodial/Maintenance and Secretarial Employees:

- a. Labor Day
- b. Thanksgiving
- c. Day after Thanksgiving
- d. Christmas
- e. New Year's Day
- f. Memorial Day
- g. Independence Day (Custodian/Maintenance Only)
- h. November 15 (Deer Hunting)
- i. Good Friday (1/2 day). If school is held, employees may leave 30 minutes after students are dismissed.

2. The following holidays shall be considered as paid holidays for all other unit personnel:

- a. Christmas
- b. Thanksgiving and the day after
- c. November 15 (Deer Hunting)

B. Should a holiday fall on Saturday or Sunday, either Friday or Monday shall replace that day, with the exception of Deer Hunting Day.

C. To qualify for holiday pay, the Employee must work the scheduled work day immediately prior to and the scheduled work day immediately following the holiday. Exceptions in the case of illness or emergency may be made with approval of the supervisor.

D. The Employee must complete their probationary period prior to qualifying for holiday pay.

E. Employees may not extend a school year vacation (spring break, Easter, Etc.) by being absent the day preceding or the day following the break. Exceptions in case of illness or emergency may only be made with approval of the supervisor.

ARTICLE XXI

LEAVES

A. Procedure upon the use of leaves:

1. Any Employee upon using leave must, when possible, file a pre-arranged absence form (Appendix D) (except for sick leave) with his/her supervisor and notify the person in charge of getting substitutes. Upon using such leave the employee must file a Verification of Leave form (Appendix C) with the main office no later than two (2) working days following use of leave. Said Employee must be notified within five (5) working days when leave is denied.
2. If the Employee terminates his/her service before the end of the contract term, for any reasons other than illness, a deduction will be made at the time the service terminates for all sick leave used in excess of leave earned.

The parties jointly acknowledge that abuse of any type leave has a deleterious effect on the education of children and therefore mutually pledge to dissuade the Employees from improper use of any type of leave. Should the Administration become aware of circumstances which it believes is an abuse of any type of leave, the Employee(s) in question may be called on by the Administration to satisfactorily explain the circumstances.

The Union will be notified of such hearing and will send a representative to the hearing to reaffirm the first sentence of this paragraph. Should the Administrator determine that discipline is in order, the Union representative shall be notified of same. It is expected that the Union will face up to its responsibility and not pursue grievances which are unmeritorious or based on political expediency.

The Union affirms that it is the right of the Administration and School Board to adopt policy and procedure to insure a correct usage of sick leave; however, this shall not deprive the Union of their normal grievance rights as to the application of policy and procedure pertaining to sick leave. The Union agrees that if the Administration has reasonable cause to believe that an Employee has a pattern of sick leave abuse that the Administration may conduct an investigative meeting with the Employee with a Union representative present. If the investigative meeting does not result in a reasonable explanation of any pattern of sick leave abuse on the part of the employee, the Union agrees that for future uses of sick leave by the employee the Administration has the option to request a doctor's slip indicating that the employee's need for sick leave was valid. Such an option by the Board shall expire after one (1) year if no future alleged abuses occur. The Board and Union agree that if the employee does not have insurance coverage to cover the cost of doctor's office visits that the Board will pay the cost.

B. Sick Leave

1. Sick leave will be granted upon the commencement of the contract school year with no limit on the accumulation. Twelve (12) month employees shall be credited with twelve (12) days of leave: Secretaries will receive eleven (11) days of leave: All other Employees shall receive ten (10) days of leave.
2. Sick leave is intended for the employee's use when the employee is unavailable for work due to illness or as otherwise provided herein. Sick leave is basically an insurance and covers illness, disability procedures, injury, or unavoidable quarantine of Employee. Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods shall not be covered.
3. Bargaining Unit Members who work for the District, as summer help shall be entitled to use two (2) of their accumulated sick leave days for personal illness.
4. Illness in the Family:
 - a. Each Employee shall be entitled to use three (3) of his/her sick leave days per year for sickness in the immediate family. For this use immediate family is defined as spouse, children or any other person the Employee is unavoidably responsible for. An Employee may use his personal time for this purpose.
 - b. An Employee may use additional sick leave days for sickness in the immediate family only with specific approval of his supervisor.
 - c. At the Employee's option, the cost of a sitter may be reimbursed at the Board's expense, to cover illness in the family. In such instances this will count as a sick day used and toward the maximum days allotted for sickness in the family. Reimbursement shall be at a prevailing wage and shall not exceed the daily rate of a substitute Employee.
5. A statement will be presented to each Employee at the beginning of the school year showing accumulated leave.
6. Rights Saving Clause

Any Employee whose personal illness extends beyond the period compensated for shall be granted a leave of absence without pay as is necessary for complete recovery from such illness for a period of up to one (1) year with an additional one (1) year extension available subject to the Employee providing medical certification of the need for the leave. Verification by the personal physician shall be required in determination of an Employee's recovery from such illness before returning to his/her position.

C. Personal Leave

1. Two (2) days personal leave shall be granted each year at full pay to all employees in the paraprofessional, food service, and transportation departments. Three (3) days personal leave shall be granted each year at full pay to all employees in the secretarial and custodial/maintenance departments. These shall be independent of all other leave days and non-cumulative. Approval of the Administration is not required for usage of this leave.
2. The intent of this leave is to make it possible for Employees to be absent for personal reasons off from school. They may not be used on the day immediately preceding or following a vacation unless prior approval is given by the administration.
3. Employees will give forty-eight (48) hours notice for use of personal leave, except in case of emergency.
4. The Board will buy back, at sub's pay, one (1) personal day per year, in the last week of September at Employee's discretion.

D. Involuntary Leave

An Employee called for jury duty or to give testimony before any judicial or administrative tribunal, shall turn over the pay received for the performance of such obligations to the administration and shall be paid the contract wage for said days. If, however, he/she is a witness in a suit in which he/she is personally involved, he/she will receive no pay other than that provided for under Personal Leave.

E. Military Leave

1. Employees shall be granted temporary leave with pay for absence necessitated by required physical examination for military induction.
2. A leave of absence shall be granted an Employee who is recalled or inducted for one period of enlistment in any branch of the Armed Forces of the United States.

Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable law of the United States. Regular salary increments shall accrue.

F. Bereavement Leave

1. For purposes of bereavement leave, immediate family shall be defined as spouse and child; secondary family shall be defined as father, mother, father-in-law, mother-in-law, son-in-law, or daughter-in-law; extended family shall be defined as Employee's or spouse's sister, brother, grandmother, grandfather, grandchildren or any other person the Employee is unavoidably responsible for. Employees will be granted leave without loss of pay not more than five (5) days in case of death in the immediate family, three (3)

days in case of death in the secondary family, and three (3) days in case of death in the extended family.

2. For a death in the immediate or secondary family the Employee may use sick leave or extend bereavement leave, at the Employer's discretion.

G. Maternity Leave

1. A pregnant Employee may commence said maternity leave at her option; however, it is the Employee's responsibility to notify the Administration as soon as possible as to the length of leave and the beginning date of the leave.
2. Such leave may be for a period of one full school year and may be renewed at the discretion of the Board for an additional school year.
3. To qualify for such leave the Employee must have been employed for a minimum of two consecutive school years.

- H. Employees who terminate their employment shall be paid according to the following schedule for each leave day accumulated during their employment with the system:

After seven (7) years with the District employees shall receive thirty percent (30%) of their daily rate per day. A death benefit equal to that outlined above shall be paid to the estate of an employee within thirty (30) days of his/her death. This amount shall be calculated on the hourly rate of the most recent (last paycheck) wages earned.

- I. In the case of absence due to injury or illness incurred in the course of an Employee's employment, he/she shall provide a written, signed statement selecting one of these two (2) options:
1. Receive benefits under Michigan Worker's Compensation Act.
 2. Receive benefits under Michigan Worker's Compensation Act supplemented by the use of sick leave in twenty percent (20%) increments so as to bring the combined amount of Worker's Compensation and sick leave pay up to the full pay he/she would have received if working.

ARTICLE XXII

UNPAID LEAVE

A. General Conditions

1. Leaves of absence without pay or benefits shall be granted upon written request from the employee without loss of accumulation of seniority, if the request meets the following criteria:
 - a. Employee requests an entire years leave.
 - b. Employee's leave does not exceed fifteen (15) working days within the school year, with (a.) being the exception.
 - c. Requests are made no less than ten (10) days before needed except in cases of emergency.
 - d. The leave is not determined by the superintendent to be a disruption to the operation of the school system.
2. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Maternity/child care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.
3. An Employee returning from a leave of absence shall be reinstated to a similar position in the classification he/she held when the leave began. At least thirty (30) calendar days prior to the date a leave is scheduled to expire, an Employee shall notify the Employer of his/her intent to return to work.
4. The Board shall have the prerogative to grant additional leave or other leaves not covered in the Master Agreement when such leaves would be in the best interest of the school system, Employee, or both.

B. Family Medical Leave

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior twelve-month period is entitled to twelve (12) work weeks of leave during any twelve-month period without pay but with group health insurance coverage maintained.

ARTICLE XXIII

SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any Employee or group of Employees shall be found contrary to law, then such provisions or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XXIV

BOARD RIGHTS

- A. The Michigan Educational Support Personnel Association recognizes that the Board has total and complete responsibility and authority to manage and direct in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and Constitutions of Michigan and the United States of America, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.
- B. The Board retains unto itself all authority not specifically restricted by this Agreement. Rights reserved exclusively herein by the Board shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
 2. Continue its rights of assignments and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or extra duties to Employees, determine the size of the work force and to lay off Employees.
 4. To determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules, means, methods and processes of carrying on the work including the institution of new and/or improve methods or changes therein.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of the Employees.
 7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, thereof and

the relocation or closing of offices, departments, divisions, subdivisions, buildings or other facilities.

8. Determine the size of the management organization, its functions, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from Employees or the Union.
 9. Determine the policy affecting the selection, testing or training of Employees provided such selection shall be based upon lawful criteria. The Board agrees to furnish information on and allow input toward all testing procedures used by the Employer when requested by the Association.
- C. The exercises of all the foregoing powers, rights, authority, duties and responsibilities by the Board, and 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.

ARTICLE XXV

SCHOOL IMPROVEMENT

- A. Recognizing KESPA Members as an integral part of the district's educational team, at least one member shall be asked to serve on each committee working on school improvement in the school system.
- B. In the event that any provision(s) of school improvement or application thereof violate, contradict, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

ARTICLE XXVI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1998 and shall continue in effect until the 30th day of June, 2001. Negotiations between the parties shall begin at least sixty (60) calendar days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration dates unless it is extended for a specific period or periods by mutual written agreement of the parties.
- B. Copies of the proposed Agreement shall be printed at the expense of the Employer and delivered to the Union for the ratification vote.
- C. The persons employed after ratification of this Agreement will be given copies of the final Agreement by the Employer.

UNION

EMPLOYER

Allen L. Worley
President

Kay A. Wagner
Secretary

Patricia M. Thompson

Eleanora M. Strange

Cheryl Kimbrew

Glen Golden
President

Patricia Summerfield
Secretary

Charles Doty
Trustee

James J. Doop
Trustee

Sterling B. Nickerson
Trustee

Bruce A. Asmus
Trustee

Albert C. Howard
Trustee

DATE 8 Sept 98

ARTICLE XXVII

WORK DUTIES AND COMPENSATION

Alcohol and Drug Testing Language

1. All bus drivers shall be required to submit to and pass all physical examinations required by State or federal laws, including testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431.
2. Prior to the start of each school year, employees covered by the Omnibus Transportation Employee Testing Act of 1991, 45 USC 431 shall participate in in-service training on the law, procedures and local policies. Employees shall be paid at their extra trip hourly rate for such time in training.
3. Employees who are required to submit to and undergo testing for drugs or alcohol shall be paid for such time spent at the extra trip hourly rate. It is expressly understood by the parties that an employee will not suffer a loss in pay because of time spent for required testing under this Act. Any treatment costs are to be borne by insurance and/or the Employee.

Salary Schedule

- | | |
|-----------|---|
| 1998-99 | All 1997-98 salaries and hourly wage rates shall be increased by 2.0% or the Cost-Of-Living, whichever, is greater. Cost-Of-Living is defined and CPI-U North Central Region from April 1997 to April 1998. |
| 1999-2000 | All 1998-99 salaries and hourly wage rates shall be increased by 2.0% or the Cost-Of-Living, whichever, is greater. Cost-Of-Living is defined and CPI-U North Central Region from April 1998 to April 1999. |
| 2000-2001 | All 1999-2000 salaries and hourly wage rates shall be increased by 2.0% or the Cost-Of-Living, whichever, is greater. Cost-Of-Living is defined and CPI-U North Central Region from April 1999 to April 2000. |

KINGSLEY AREA SCHOOLS SUPPORT STAFF

98/99

STEP SCHEDULE

2%

| | 1 | 2 | 3 | 4 | 5 | 6-9 | 10-14 | 15-19 | 20+ |
|---|-------|-------|-------|-------|-------|--------|--------|--------|--------|
| COOKS | 9.75 | 10.08 | 10.41 | 10.75 | 11.07 | 11.54 | 11.92 | 12.28 | 12.65 |
| KITCHEN HELP | 8.79 | 9.11 | 9.44 | 9.74 | 10.07 | 10.50 | 10.86 | 11.21 | 11.57 |
| UTILITY | 8.37 | 8.65 | 8.90 | 9.18 | 9.46 | 9.81 | 10.11 | 10.41 | 10.73 |
| FOOD SERVICE CLERK | 8.37 | 8.68 | 8.97 | 9.28 | 9.59 | 10.01 | 10.37 | 10.72 | 11.05 |
| SECRETARY | 10.60 | 10.97 | 11.33 | 11.7 | 12.06 | 12.98 | 13.33 | 13.68 | 13.94 |
| MAINTENANCE | 10.60 | 10.97 | 11.33 | 11.7 | 12.06 | 12.98 | 13.33 | 13.68 | 13.94 |
| CUSTODIAL | 8.37 | 8.68 | 8.97 | 9.28 | 9.59 | 10.01 | 10.37 | 10.72 | 11.05 |
| INST. PARA-PRO | 8.37 | 8.68 | 8.97 | 9.28 | 9.59 | 10.01 | 10.37 | 10.72 | 11.05 |
| NON-INST. PARA-PRO | 8.37 | 8.68 | 8.97 | 9.28 | 9.59 | 10.01 | 10.37 | 10.72 | 11.05 |
| MEDIA CTR PARA-PRO | 8.88 | 9.19 | 9.50 | 9.80 | 10.10 | 10.55 | 10.90 | 11.25 | 11.61 |
| PRE-SCHOOL PARA-PRO | 8.88 | 9.19 | 9.50 | 9.80 | 10.10 | 10.55 | 10.90 | 11.25 | 11.61 |
| BUS DRIVERS | | | | | | | | | |
| REGULAR-ANNUAL (BASED ON 362 RUNS) | 6,501 | 6,744 | 6,988 | 7,120 | 7,255 | 7,363 | 7,536 | 7,780 | 8,023 |
| PER RUN | 17.96 | 18.63 | 19.30 | 19.67 | 20.04 | 20.34 | 20.82 | 21.49 | 22.16 |
| KG & TC - ANNUAL (BASED ON 181 RUNS) | 3,315 | 3,470 | 3,621 | 3,774 | 3,927 | 4,080 | 4,234 | 4,386 | 4,539 |
| PER RUN | 18.31 | 19.17 | 20.00 | 20.85 | 21.70 | 22.54 | 23.39 | 24.23 | 25.08 |
| SPEC. ED. - ANNUAL (BASED ON 181 RUNS) | 8,014 | 8,436 | 8,860 | 9,281 | 9,703 | 10,127 | 10,549 | 10,974 | 11,397 |
| PER RUN | 44.27 | 46.61 | 48.95 | 51.28 | 53.61 | 55.95 | 58.28 | 60.63 | 62.97 |

KINGSLEY AREA SCHOOLS SUPPORT STAFF

99/2000

STEP SCHEDULE

2%

| | 1 | 2 | 3 | 4 | 5 | 6-9 | 10-14 | 15-19 | 20+ |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| COOKS | 9.95 | 10.28 | 10.62 | 10.97 | 11.29 | 11.77 | 12.16 | 12.53 | 12.90 |
| KITCHEN HELP | 8.97 | 9.29 | 9.63 | 9.93 | 10.27 | 10.71 | 11.08 | 11.43 | 11.80 |
| UTILITY | 8.54 | 8.82 | 9.08 | 9.36 | 9.65 | 10.01 | 10.31 | 10.62 | 10.94 |
| FOOD SERVICE CLERK | 8.54 | 8.85 | 9.15 | 9.47 | 9.78 | 10.21 | 10.58 | 10.93 | 11.27 |
| SECRETARY | 10.81 | 11.19 | 11.56 | 11.93 | 12.30 | 13.24 | 13.60 | 13.95 | 14.22 |
| MAINTENANCE | 10.81 | 11.19 | 11.56 | 11.93 | 12.30 | 13.24 | 13.60 | 13.95 | 14.22 |
| CUSTODIAL | 8.54 | 8.85 | 9.15 | 9.47 | 9.78 | 10.21 | 10.58 | 10.93 | 11.27 |
| INST. PARA-PRO | 8.54 | 8.85 | 9.15 | 9.47 | 9.78 | 10.21 | 10.58 | 10.93 | 11.27 |
| NON-INST. PARA-PRO | 8.54 | 8.85 | 9.15 | 9.47 | 9.78 | 10.21 | 10.58 | 10.93 | 11.27 |
| MEDIA CTR PARA-PRO | 9.06 | 9.37 | 9.69 | 10.00 | 10.30 | 10.76 | 11.12 | 11.48 | 11.84 |
| PRE-SCHOOL PARA-PRO | 9.06 | 9.37 | 9.69 | 10.00 | 10.30 | 10.76 | 11.12 | 11.48 | 11.84 |
| BUS DRIVERS | | | | | | | | | |
| REGULAR-ANNUAL (BASED ON 362 RUNS) | 6631 | 6879 | 7128 | 7262 | 7400 | 7510 | 7687 | 7936 | 8183 |
| PER RUN | 18.32 | 19.00 | 19.69 | 20.06 | 20.44 | 20.75 | 21.24 | 21.92 | 22.60 |
| KG & TC - ANNUAL (BASED ON 181 RUNS) | 3381 | 3539 | 3693 | 3849 | 4006 | 4162 | 4319 | 4474 | 4630 |
| PER RUN | 18.68 | 19.55 | 20.40 | 21.27 | 22.13 | 22.99 | 23.86 | 24.71 | 25.58 |
| SPEC. ED. - ANNUAL (BASED ON 181 RUNS) | 8174 | 8605 | 9037 | 9467 | 9897 | 10330 | 10760 | 11193 | 11625 |
| PER RUN | 45.16 | 47.54 | 49.93 | 52.31 | 54.68 | 57.07 | 59.45 | 61.84 | 64.23 |

KINGSLEY AREA SCHOOLS SUPPORT STAFF
2000/2001
STEP SCHEDULE
2%

| | 1 | 2 | 3 | 4 | 5 | 6-9 | 10-14 | 15-19 | 20+ |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| COOKS | 10.14 | 10.49 | 10.83 | 11.18 | 11.52 | 12.01 | 12.40 | 12.78 | 13.16 |
| KITCHEN HELP | 9.15 | 9.48 | 9.82 | 10.13 | 10.48 | 10.92 | 11.30 | 11.66 | 12.04 |
| UTILITY | 8.71 | 9.00 | 9.26 | 9.55 | 9.84 | 10.21 | 10.52 | 10.83 | 11.16 |
| FOOD SERVICE CLERK | 8.71 | 9.03 | 9.33 | 9.65 | 9.98 | 10.41 | 10.79 | 11.15 | 11.50 |
| SECRETARY | 11.03 | 11.41 | 11.79 | 12.17 | 12.55 | 13.50 | 13.87 | 14.23 | 14.50 |
| MAINTENANCE | 11.03 | 11.41 | 11.79 | 12.17 | 12.55 | 13.50 | 13.87 | 14.23 | 14.50 |
| CUSTODIAL | 8.71 | 9.03 | 9.33 | 9.65 | 9.98 | 10.41 | 10.79 | 11.15 | 11.50 |
| INST. PARA-PRO | 8.71 | 9.03 | 9.33 | 9.65 | 9.98 | 10.41 | 10.79 | 11.15 | 11.50 |
| NON-INST. PARA-PRO | 8.71 | 9.03 | 9.33 | 9.65 | 9.98 | 10.41 | 10.79 | 11.15 | 11.50 |
| MEDIA CTR PARA-PRO | 9.24 | 9.56 | 9.88 | 10.20 | 10.51 | 10.98 | 11.34 | 11.70 | 12.08 |
| PRE-SCHOOL PARA-PRO | 9.24 | 9.56 | 9.88 | 10.20 | 10.51 | 10.98 | 11.34 | 11.70 | 12.08 |
| BUS DRIVERS | | | | | | | | | |
| REGULAR-ANNUAL (BASED ON 362 RUNS) | 6764 | 7016 | 7270 | 7408 | 7548 | 7660 | 7840 | 8094 | 8347 |
| PER RUN | 18.69 | 19.38 | 20.08 | 20.46 | 20.85 | 21.16 | 21.66 | 22.36 | 23.06 |
| KG & TC - ANNUAL (BASED ON 181 RUNS) | 3449 | 3610 | 3767 | 3926 | 4086 | 4245 | 4405 | 4563 | 4722 |
| PER RUN | 19.05 | 19.94 | 20.81 | 21.69 | 22.58 | 23.45 | 24.33 | 25.21 | 26.09 |
| SPEC. ED. - ANNUAL (BASED ON 181 RUNS) | 8338 | 8777 | 9218 | 9656 | 10095 | 10536 | 10975 | 11417 | 11857 |
| PER RUN | 46.06 | 48.49 | 50.93 | 53.35 | 55.78 | 58.21 | 60.63 | 63.08 | 65.51 |

JOB DESCRIPTION

Title: Custodian

Location: Present School Buildings

Rate or Pay: Per MESPA Salary Schedule for Custodial Classification

Hours of Work: To be established by supervision

Supervisor: Principal (during the school day)
Custodial Supervisor (during vacation periods)

Qualifications:

1. Be able to regularly lift 60 pounds
2. Ability to work with other staff
3. Ability to work without supervision
4. Be able to perform the responsibilities in the year-round custodial job description
5. Be a high school graduate or have equivalent certificate.

Job Goal: To provide a clean school area

Responsibilities:

1. Shall adhere to all local, state and federal safety and health standards.
2. Perform knowledgeable, safe work on all school buildings and school grounds.
3. Specific cleaning duties as assigned by supervision. (see attached)

LETTER OF AGREEMENT

The parties mutually agree that current employee, Earl Haycraft, shall be paid any and all proceeds under the provisions of the Letter of Agreement, Supplemental Retirement Stipend, June 1992, on Pages 34 & 35 of the Master Agreement between Kingsley Area School and Michigan Education Support Personnel Association dated August 14, 1995 – June 30, 1998.

APPENDIX A

GRIEVANCE REPORT FORM

Grievance No. _____ Kingsley School District

Distribution of Form:

- 1. Superintendent 3. Association
 - 2. Supervisor 4. Bargaining Unit Member
- Submit to Supervisor in Duplicate

Building Assignment Name of Grievant Date Filed

STEP I

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance: _____

2. Relief sought: _____

Signature

Date

C. Disposition of Supervisor: _____

Signature

Date

D. Position of grievant and/or Association: _____

Signature

Date

If additional space is needed in reporting Section B 1 and 2, Step 1, attach an additional sheet.

STEP II

A. Date received by Superintendent or designee: _____

B. Disposition or Superintendent or designee: _____

Signature

Date

C. Position of grievance and/or Association: _____

Signature

Date

STEP III

A. Date received by Board of Education or designee: _____

B. Disposition by Board: _____

Signature

Date

C. Position of grievant and/or Association: _____

Signature

Date

STEP IV

A. Date submitted to arbitration: _____

B. Disposition and Award of arbitrator: _____

APPENDIX B

Departments

| | | |
|-----------------------|---|----------------------|
| Food Service | 6:00 a.m. to 4:00 p.m. | 181 days |
| Paraprofessionals | 7:00 a.m. to 4:00 p.m. | 173/ 182days |
| Secretaries | 6:00 a.m. to 4:00 p.m. | 205 days |
| Transportation | 6:00 a.m. to 6:00 p.m. (does not include trips) | 36/Spec Ed*/181 days |
| Custodial/Maintenance | 12:00 a.m. to 12:00 a.m. | 52 weeks |

*The special education run salaries are based upon 180 days and may be increased/decreased on a prorata basis if the length of the school year for these students is other than 180 days. The Board agrees to follow the procedure outlined in Article XIV paragraph D if the work year is shortened.

Departmental Classifications

Food Service

- Cook
- Kitchen help
- Utility help
- Clerk

Secretarial

- Secretary
- A.D./Guidance Secretary

Paraprofessional

- Instructional
- Non-instructional (Note: Physical education paraprofessional is an instructional aide position)
- Library/media
- Pre-school
- Bus

Transportation

- 12 regular runs
- 2 special education runs
- 3 kindergarten runs
- 3 vocational runs
- 1 Hannah, village and trailer park run**
- 1 Traverse City run

**This run maybe modified and the salary will be appropriately adjusted if modified.

Custodial/Maintenance

It is expressly understood by the parties that the present custodial employees (all custodial/maintenance employees on staff prior to July 1, 1997) will have their job classification re-named Custodial/Maintenance, and they shall retain their seniority in the custodial classification as Custodial/Maintenance seniority or as custodial seniority. The Board expressly agrees that it will not eliminate or reduce the hours or the jobs of the present custodial/maintenance employees during their employment with the district unless they:

1. Choose to retire.
2. Voluntarily quit.
3. Are dismissed for just cause.
4. Voluntarily accept employment in another job classification within the District.

Any changes in shift times for the custodial or custodial/maintenance classifications shall be done through the posting process.

APPENDIX C

VERIFICATION OF LEAVE

NAME: _____

DATE(S): _____

A. SICK LEAVE _____

The contract prohibits use of sick leave for "Routine health examinations, dental appointments, or surgical procedures which might appropriately be scheduled during vacation periods", but sick leave can be used for illness, disability, injury or unavoidable quarantine.

B. ILLNESS IN THE FAMILY _____

The contract limits use of this leave to sickness of spouse or children.

C. BUSINESS LEAVE _____

The contract limits the use of this leave to use for business matters which cannot be taken care of during the employee's own time. Business days may not be used on the day immediately preceding or following a vacation unless permission is granted by the Administration.

D. WITNESS OR JURY DUTY _____

The contract prohibits usage of this leave to act as a witness in a non- job related suite in which you are personally involved.

E. BEREAVEMENT LEAVE _____

The contract limits usage of this leave to death of Employee's spouse, Employee's or his/her spouse's mother, father, sister, brother, son, daughter, grandmother, grandfather or grandchildren, son-in-law, or daughter-in-law.

F. UNPAID LEAVE _____

G. FIELD TRIPS, CONFERENCES, ATHLETIC EVENTS, etc. _____

I verify that the usage of leave is in accordance with the Master Agreement.

Employees' Signature

APPENDIX D

KINGSLEY AREA SCHOOLS

REQUEST FOR PRE-ARRANGED ABSENCE

NAME _____ WORK LOCATION _____

SUBSTITUTE IS NEEDED YES _____ NO _____

TYPE OF LEAVE REQUESTED

_____ PERSONAL LEAVE (48 hours' notice required, when possible)

_____ BEREAVEMENT LEAVE

_____ VACATION

_____ JURY DUTY

_____ UNPAID LEAVE

DATE(S) REQUESTED _____

EMPLOYEE SIGNATURE DATE

APPROVED _____ NOT APPROVED _____

SIGNATURE OF SUPERVISOR DATE

CHARGE TO: PERSONAL: _____ DAY(S) JURY DUTY _____ DAY(S)
BEREAVEMENT: _____ DAY(S) UNPAID: _____ DAY(S)
VACATION: _____ DAY(S)

Copy To: Employee
Original: Superintendent's Office

