

6674

6/30/2003

**A G R E E M E N T**

**BETWEEN THE**

**MANTON CONSOLIDATED SCHOOLS**

**AND**

**THE MANTON EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION/MEA/NEA**

**July 1, 2000 - June 30, 2003**

*Manton Consolidated Schools*

# TABLE OF CONTENTS

## SECTION 1 - BASIC CONTRACTUAL PROVISIONS

1.1	AGREEMENT	
	A. The Parties .....	1
	B. Strikes and Lockouts .....	1
1.2	RECOGNITION	
	A. Employees Covered .....	1
	B. Employees Not Covered .....	2
1.3	DEFINITIONS	
	A. Employer .....	2
	B. Union .....	2
	C. Employee .....	2
	D. Days .....	2
	E. Qualified .....	2
	F. Definition - Immediate Family .....	3
1.4	EXTENT OF AGREEMENT .....	3
1.5	MEMBERSHIP AND DUES	
	A. Membership .....	3
	B. Policy for Dues Deduction .....	4
	C. Legal Action .....	4
	D. Authorized Deductions .....	4
	E. Fee Payers .....	4
	F. Member Authorized Deduction of Dues .....	5
1.6	GRIEVANCES	
	A. Resolution of Disputes .....	5
	B. Definition .....	5
	C. Grievance Form .....	5
	D. Grievance Procedure .....	5
	E. Arbitration Expedited Grievance Procedure .....	6
	F. Continuation .....	7
	G. Representation .....	7
	H. Union Grievances .....	7
	I. Grievance Handling .....	7
	J. Reinstatement .....	7
	Grievance Form Document .....	8

## SECTION 2 - EMPLOYEE RELATIONS

2.1	EMPLOYEE RIGHTS	
	A. Non-Discrimination .....	10
	B. Facility Usage .....	10
	C. Bulletin Boards and School Mails .....	10

	D.	Equipment Usage .....	10
	E.	Freedom of Information .....	11
	F.	Union Activity .....	11
	G.	Special Conferences .....	11
	H.	State and National Union Representatives .....	11
	I.	Leave for Union Business .....	11
2.2		EMPLOYER'S RIGHTS	
	A.	Administrative Control .....	11
	B.	Services .....	12
	C.	Personnel Management .....	12
	D.	Educational Goals .....	12
	E.	Planning .....	12
2.3		SENIORITY	
	A.	Definition .....	12
	B.	Calculation of Seniority .....	12
	C.	Seniority List .....	13
	D.	Classification Seniority .....	13
	E.	Probationary employees .....	13
	F.	Similar Seniority .....	13
	G.	Seniority Lost .....	13
	H.	Seniority Frozen .....	14
	I.	Temporary .....	14
2.4		PROBATION .....	15
2.5		REDUCTION IN WORK FORCE	
	A.	Definition .....	15
	B.	Alternative Strategies .....	15
	C.	Reduction of Hours .....	16
	D.	Reduction of Positions .....	16
	E.	Substitutes .....	17
	F.	Recall Procedure .....	17
	G.	Exceptions .....	17
	H.	Fringe Benefits .....	17

### SECTION 3 - WORKING CONDITIONS

3.1		ASSIGNMENTS	
	A.	Definition - Vacancy .....	17
	B.	Job Posting .....	18
	C.	Summer Postings .....	18
	D.	Bidding on Jobs .....	18
	E.	Assignments .....	18
	F.	Temporary and Summer Vacancies .....	19
	G.	Involuntary Transfers .....	20
	H.	Temporary Rate Increases .....	20

	I.	Individual Preference .....	20
	J.	Special Needs.....	20
	K.	Special Needs.....	21
	L.	Custodial Substitutes.....	21
	M.	Advanced Degree.....	21
3.2		PERSONNEL FILES	
	A.	Access to Files .....	21
	B.	Complaints .....	22
	C.	Recommendations.....	22
	D.	Disciplinary Material in File.....	22
3.3		WORKING CONDITIONS	
	A.	Safety .....	22
	B.	Property Loss .....	22
	C.	Physical Protection.....	22
	D.	Assault.....	23
	E.	Legal Protection .....	23
	F.	Dispensing Medications.....	23
	G.	Supervision of Others .....	24
	H.	Other Working Conditions.....	24
	I.	Work Apparel.....	24
	J.	Training and Education.....	24
	K.	Electronic Surveillance .....	24
3.4		PHYSICAL ABILITY	
	A.	Freedom from Tuberculosis.....	25
	B.	Examinations.....	25
	C.	Bus Drivers Physicals .....	25
3.5		WORK HOURS	
	A.	Work Hours.....	25
	B.	Lunches and Breaks .....	26
	C.	School Closings .....	26
	D.	Use of Vacations During Spring and Christmas Break.....	27
3.6		DISCIPLINE AND DISCHARGE	
	A.	Just Cause.....	27
	B.	Representation.....	27
	C.	Due Process and Progressive Discipline.....	27
	D.	Suspension and Discharge .....	28

## SECTION 4 - LEAVES

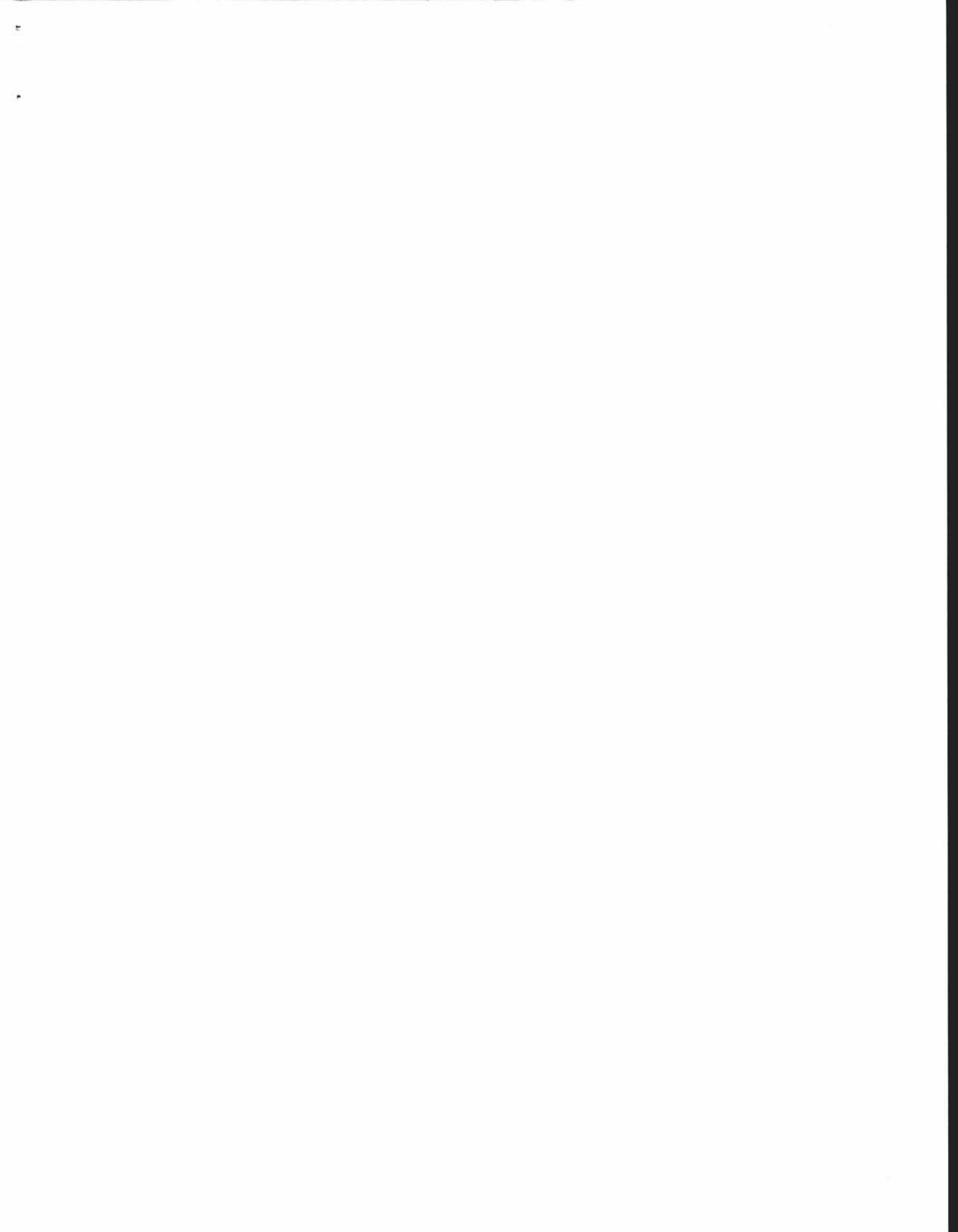
4.1		PAID LEAVES	
	A.	Sick Leave.....	28
	B.	Unused Sick Days .....	29
	C.	Bereavement Leave.....	30
	D.	Court Appearance/Jury Duty .....	30

E.	Vacation .....	30
4.2	UNPAID LEAVES	
A.	Leaves of Absence .....	30
B.	Application for Leave of Absence .....	31
C.	Returning from Leave .....	31
D.	Failure to Return .....	31
E.	Maintenance of Benefits .....	31
F.	Unpaid Leaves .....	31
4.3	HOLIDAYS	
A.	Paid Holidays .....	32
B.	Number of Days Work for Cooks and Aides .....	33

## SECTION 5 - WAGES AND BENEFITS

5.1	COMPENSATION	
A.	Wage Compensation .....	33
B.	Overtime .....	34
C.	Subcontracting .....	34
D.	Wages for Training Time .....	35
E.	Longevity .....	35
F.	Cooks' Additional Work Pay .....	35
5.2	BENEFITS .....	35
E.	Payment of Premiums .....	37
F.	Pro-ration of Insurance .....	37
G.	Newly Hired Employees .....	38
	APPENDIX A	
	WAGE AND BENEFIT CONTROL SAVINGS CLAUSE .....	39
	APPENDIX B	
	LAYOFF AND RECALL .....	40
	APPENDIX C	
	BUS DRIVERS COMPENSATION .....	41
	DURATION OF AGREEMENT .....	43





## SECTION 1

### BASIC CONTRACTUAL PROVISIONS

#### 1.1 AGREEMENT

##### A. The Parties

This agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between the Board of Education of the Manton Consolidated Schools (hereinafter called "Employer") and the Manton Educational Support Personnel Association/MEA/NEA (hereinafter called "Union" or "Association").

WHEREAS, the Board of Education has a statutory obligation pursuant to Act 336 of Public Acts of 1947, as amended, to negotiate with the Union with respect to rates of pay, wages, hours of employment, or other conditions of employment for the Bargaining Unit hereinafter specified and the parties through negotiation and good faith have reached an understanding pursuant thereto, now desire to execute this contract covering such agreement.

##### B. Strikes and Lockouts

1. Strikes - The union agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in a strike action as said term is defined by the Public Employment Relations Act, nor will it engage in any unfair labor practice as defined in the Public Employment Relations Act.
2. Lockouts - The Employer agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined in the Public Employment Relations Act. The Employer also agrees that it will not lockout any employee during the term of this Agreement. Reductions in work force and events which cause the closing of school shall not be construed to be lockouts.

#### 1.2 RECOGNITION

##### A. Employees Covered

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining for all full-time and all regular part-time elementary secretaries, high school secretaries, aides, food service employees, bus drivers, and custodial employees; and excluding substitutes, supervisors, confidential employees, the superintendent's secretary and all other employees. It is agreed that any new position created during the life of this Agreement will be added to the Bargaining Unit if it is similar to a position heretofore recognized.



B. Employees Not Covered

1. Subsidized Employees - Persons working in subsidized employment (such as CETA or Social Services, but not Chapter I or Article 3) shall not be subject to the terms of this Agreement, except as provided by law.

Persons in subsidized employment shall not work in any classification where any Bargaining Unit Member is on layoff. The rates paid to persons in subsidized employment projects shall not be equal to or exceed those paid to employees covered by this Agreement. It is intended that persons in subsidized employment not be working in positions normally held by Bargaining Unit Members.

Persons in subsidized employment shall accumulate seniority from their first day of work in the District if they are subsequently hired as Bargaining Unit employees.

2. Students - Students shall not be covered by this Agreement. They shall not take the place of regular employees. Rates paid to students shall not be equal to or exceed those paid to employees covered by this Agreement.

**1.3 DEFINITIONS**

A. Employer

The term Employer as used in this Agreement shall mean the Board of Education of the Manton Consolidated Schools, a quorum of the elected members of the Board, or the Board's authorized designees such as the superintendent or supervisor.

B. Union

The term Union as used in this Agreement shall mean the Manton Educational Support Personnel Association/MEA/NEA.

C. Employee

The term employee as used in this Agreement shall mean a person employed in a position within the Bargaining Unit as defined in Article 1.

D. Days

The term days as used in this Agreement shall mean calendar days excluding Saturdays, Sundays, legal holidays, winter and spring break, and other days on which the central administrative offices of the school district are closed to the public.

E. Qualified

The term "qualified" as used in this Agreement shall mean that the employee

meets the posted minimum requirements for the position or that the employee has worked in that particular position in the district for one (1) year or longer.

F. Definition - Immediate Family

For purposes of this contract, immediate family shall be defined as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, brother and sister-in-law, grandparents, aunt, uncle, and household dependents.

**1.4 EXTENT OF AGREEMENT**

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

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

It is further agreed within ten (10) days of notification of a final and binding determination of such illegality, the Employer and Association/Union will commence negotiations to reach a new Agreement concerning the subject matter of the provision determined to be illegal.

**1.5 MEMBERSHIP AND DUES**

A. Membership

Each Bargaining Unit Member shall, as a condition of employment (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or (2) pay a Service Fee, as determined by the Union, 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. 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. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

B. Policy for Dues Deduction

Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1989), the Union 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-union 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 there, 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, or any other administrative or judicial procedure.

C. Legal Action

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

D. Authorized Deductions

Upon appropriate written authorization from the Bargaining Unit Member, the Employer shall deduct from the salary of any such Bargaining Unit Member and make appropriate remittance for those deductions currently approved by the Employer. Any new areas of deduction shall be mutually agreed to by the parties prior to implementation.

E. Fee Payers

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, 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. Member Authorized Deduction of Dues

Any Bargaining Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth 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 of each year.

1.6 **GRIEVANCES**

A. Resolution of Disputes

The Employer and Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

B. Definition

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.

C. Grievance Form

Any grievance presented in writing must include the following:

1. Specific statement of facts giving rise to the alleged violation.
2. Section or subsection of this contract alleged to have been violated.
3. Date of alleged violation.
4. Relief sought.
5. Signature of the grievant or Association representative.

D. Grievance Procedure

An Employee with a problem or a complaint may first discuss the matter with his/her immediate supervisor with the objective of resolving it quickly and informally.

STEP 1 - Grievances shall be submitted in writing within ten (10) days of occurrence or knowledge of the event being grieved to the grievant's immediate supervisor. The grievant shall send a copy of the grievance to the Union. Within ten (10) of receipt of the grievance, a conference shall be held between the supervisor and the grievant and/or Union representative(s). The immediate supervisor shall, within five (5) days of the meeting, render a written decision. A copy of this decision shall be forwarded to the grievant and the Union.

STEP 2 - If the Union is not satisfied with the disposition of the grievance at Step 1, or if no disposition has been made within ten (10) days of receipt of the grievance, the grievance shall 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).

STEP 3 - Within ten (10) days after receiving the decision of Step 2, the Union may appeal the decision in writing through the Superintendent to the Board of Education.

1. The Superintendent, on behalf of the Board shall within twenty (20) days of the Board's receipt of the grievance, confer with the Union Grievance Committee Chairperson to set a mutually satisfactory time and place for a hearing with a committee of Board Members. The affected employee(s) may be present at such a meeting. It is also understood that both the Union and the Board of Education may have other representatives or resource persons present as either so chooses.
2. Within ten (10) days after the hearing, the Board's committee shall state a decision in writing and furnish a copy thereof to the Union.

STEP 4 - If the Union is not satisfied with the disposition of the grievance at Step 3 by the Board committee, or if no disposition has been made within the period above provided, the Union may submit the grievance, within thirty (30) calendar days of receipt of the Board's decision, to arbitration before an impartial arbitrator. If the parties cannot agree on 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. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties shall be bound by the award of the arbitrator, and the judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

E. Arbitration Expedited Grievance Procedure

1. The parties, by mutual agreement, may process a grievance via the expedited grievance procedure as outlined as follows:

- a. The grievance shall be submitted in writing to the superintendent or his/her designee. Within five (5) days after submission, the superintendent or his/her designee shall schedule a meeting with the Union in an effort to resolve the dispute.
- b. If the dispute is still not resolved to the Union's satisfaction within seven (7) days of the initial hearing between the superintendent or his/her designee and the Union, as above described, the Union may appeal the grievance to the American Arbitration Association in accord with its rules of expedited arbitration within thirty (30) days of the initial hearing at the superintendent's level.
- c. The arbitrator of grievances processed via this expedited process shall have no power to alter, add to, or subtract from the terms of this Agreement.

2. The fees and expenses of the arbitrator shall be shared equally by the parties.

F. Continuation

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

G. Representation

Both employees and the Employer have the right to be represented at any step in the grievance procedure by attorneys or other representatives of their own choice.

H. Union Grievances

Any grievances involving more than one employee or the Association's contractual rights may, if appropriate, be filed as Union grievances and be initiated at Step 2 of the grievance procedure.

I. Grievance Handling

All preparation, filing, presentation or consideration of grievances shall be held at times of minimal interference with an employee's or participating Union representative's assigned duties.

J. Reinstatement

If any employee shall be found to have been unjustly discharged or penalized, he/she may be reinstated or compensated up to full reimbursement of all compensation lost at the discretion of the arbitrator.



**GRIEVANCE FORM**

\_\_\_\_\_  
School District

Distribution of Form:

1. Superintendent
2. Board of Education
3. Association
4. Grievant

Submit to Immediate Supervisor in Duplicate.

-----  
Building                      Assignment                      Name of Grievant                      Date Filed  
-----

STEP 1

A. Date cause of Grievance occurred \_\_\_\_\_

B. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Article(s) of contract violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant or Grievance Chairperson                      Date

E. Disposition by Immediate Supervisor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor                      Date

F. Grievant and/or Union position: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature                      Date

STEP 2

A. Date received by Superintendent: \_\_\_\_\_

B. Disposition of Superintendent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Union: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP 3

A. Date received by the Board of Education: \_\_\_\_\_

B. Disposition of Board of Education: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Union: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STEP 4

A. Date submitted to Arbitrator: \_\_\_\_\_

B. Hearing date and name of Arbitrator: \_\_\_\_\_

\_\_\_\_\_

C. Arbitrator's award: \_\_\_\_\_

\_\_\_\_\_



## SECTION 2

### EMPLOYEE RELATIONS

#### 2.1 EMPLOYEE RIGHTS

##### A. Non-Discrimination

1. The Employer agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Michigan Employment Relations Act or other laws of Michigan, or the constitutions of Michigan and the United States of America, nor will it discriminate against any employee because of membership in the Union, participation in the lawful activities of the Union, participation in collective negotiations with the Employer, institution of a grievance as defined in this Agreement, or otherwise with respect to any terms or conditions of employment.
2. The Employer agrees to treat all employees fairly and equitably, without threats or intimidation.
3. The Employer agrees that it will not discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual preference, marital status, physical characteristics, physical handicap, or place of residence.

##### B. Facility Usage

The Union shall have the right to use school building facilities after school hours for Union business on the same basis as the Employer's policy permits their use to other community groups. No charge shall be made to the Union for such use, in cases where custodians must be called to open and close buildings.

##### C. Bulletin Boards and School Mails

The Union shall be provided with bulletin boards, or sections thereof, at each office and staff workroom for the purpose of posting Union materials. The Union shall also have the right to use the school mails to distribute Union materials.

##### D. Equipment Usage

The Union shall have the right to reasonable use of school equipment. The Union shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operations of all such equipment.

E. Freedom of Information

In response to reasonable written requests, the Employer will provide any and all information necessary for the Union to represent its members. The Union may be required to pay costs incurred by the Employer in providing this information, if so, the guidelines established by the Freedom of Information Act shall be the controlling factor.

F. Union Activity

The employees agree they will not engage in Union activities during working hours unless permitted within this Agreement or by permission from the immediate supervisor. If the Employer requires an employee to be engaged in activities on behalf of the Union with the Employer, the employee shall be released from scheduled duties without loss of wages. Any time spent during normal working hours meeting with the Employer shall be counted as hours worked when computing overtime.

G. Special Conferences

Special conferences for important matters will be arranged between the Union President and the Designated representative of the Employer upon the request of either party. Any time spent during normal working hours meeting with the Employer shall be counted as hours worked when computing overtime.

H. State and National Union Representatives

Duly authorized representatives of the state and national levels of the Union shall be permitted to transact official Union business on school property provided that this shall not interfere with nor interrupt normal school operations.

I. Leave for Union Business

The Employer shall grant the Union five (5) leave days for the use of its representatives to conduct Union business or participate in Union activities. The Union shall pay the cost of the substitute if one is hired.

## **2.2 EMPLOYER'S RIGHTS**

The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States of America, except as limited by the express and implied terms and provisions of this Agreement including:

A. Administrative Control

To the executive management and administrative control of the District and its properties and facilities and the activities of its employees, within the scope of their employment.

B. Services

To direct the work of its employees; determine the time and hours of operation; and determine the kinds and levels of services to be provided.

C. Personnel Management

To hire all employees and subject to the provisions of law, to determine their qualifications and conditions of their continued employment, discipline, dismissal, or demotion; and to promote, assign, and transfer all such employees.

D. Educational Goals

To establish educational policies, goals, and objectives to ensure rights and educational opportunities to students, to determine staffing patterns, to determine the numbers and kinds of personnel required in order to maintain the efficiency of District operations.

E. Planning

To build, move, or modify facilities, establish budget procedures and determine budgetary allocations, determine the methods of raising revenue, and take action on any matter in the event of emergency.

The exercise of foregoing powers, rights, authority, duties, and responsibilities by the Employer in the adoption of policies, rules, regulations, and practices, and furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express and implied terms of this Agreement, and then only to the extent that such terms are in conformance with the laws of the State of Michigan and laws of the United States of America.

## 2.3 SENIORITY

A. Definition

Seniority shall be defined as the amount of service within the District as an employee of one of the classifications of the Bargaining Unit. Accumulations of seniority shall begin on the employee's first working day.

B. Calculation of Seniority

Employees shall accrue one (1) day of seniority for each day (or portion thereof) paid. Two hundred sixty (260) days shall be the maximum seniority accrual in any school year (July 1 through June 30) for twelve (12)-month employees. One hundred eighty (180) days, unless the number of days in the school year is increased, shall be the maximum seniority accrual in any school year (July 1 through June 30) for school year employees. School year secretaries shall be allowed to accumulate the number of days in the school year plus an additional twenty (20) days of seniority. Employees shall be ranked on the seniority list; with the employee who has accrued the greatest number of day's seniority

being the most senior and the employee who has accrued the least number of day's seniority being the least senior. The seniority list shall be prepared by the Employer, updated every year, and reviewed by the Union. This list will also be updated at any time that seniority is a part of an issue. Seniority shall accrue within classification. Should an employee switch classifications, their seniority level in the former classification shall be frozen. Saturdays and Sundays will not be counted unless they are a part of the employee's regular schedule and not counted as overtime.

C. Seniority List

Within ninety (90) days of the ratification of this Agreement, the seniority list shall be prepared jointly by the Employer and the Union and updated every September 1 or more often as requested by the Union. The seniority list for the Bargaining Unit will show the name, accrued seniority, and classification in which the employee works. The classifications will be as follows: secretarial, aide, food service, transportation, and custodial.

D. Classification Seniority

An employee working in more than one classification shall be placed on all appropriate seniority lists.

E. Probationary Employees

Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall accumulate from their first day of work.

F. Similar Seniority

If two or more employees have the same seniority accumulation, the position on the seniority list shall be determined by a drawing.

G. Seniority Lost

Seniority shall be lost for any of the following reasons:

1. If the employee quits.
2. If the employee retires.
3. If the employee is discharged and not reinstated.
4. If the employee is absent for five (5) consecutive working days without properly notifying the Employer.
5. If the employee does not return from leave of absence within five (5) days after the leave expires without properly notifying the Employer.

6. If the employee is laid off for more than eighteen (18) months.
7. If the employee does not return to work within ten (10) days after date of recall from layoff.
8. If the employee transfers to a non-bargaining unit position.

H. Seniority Frozen

Seniority shall not be lost, but shall not continue to accumulate in the following cases:

1. If the employee is on unpaid leave of absence.
2. If the employee is laid off for less than eighteen 18 months.
3. If the employee is on leave due to an injury or accident which is compensable under the Employer's workers' compensation insurance.
4. If an employee is on leave to serve in the armed forces of the United States.

I. Temporary [Eleven (11) days or more but less than one (1) school year] Position

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

1. Temporary vacancies shall be posted for three (3) working days prior to being filled. During the posting period the Board has the right to use a non-bargaining unit substitute to fill the position. Said posting shall specify the period of time, not to exceed one school year for the position is to be considered temporary.
2. If a non-bargaining unit employee hired as a substitute for a temporary position of less than one (1) school year in duration, in any category of employment under the Master Agreement he/she shall not accrue seniority, receive benefits, nor be considered a member of the bargaining unit.
3. Should the Board decide to make a temporary position into a permanent position, the Board shall post it as such and fill the position using the procedure outlined in Section 3.1 B., 3.1 D. and 3.1 E. Furthermore, should this position be awarded to the substitute, seniority, and days worked in the position shall be credited toward completing the probationary period, shall be the only retroactive matters. The Bargaining Unit Member shall have his/her seniority credited in days back to the first day worked in the temporary position.
4. If a Bargaining Unit Member is hired to fill the temporary position, the following conditions apply:

- a. If the temporary vacancy is in the same classification as the Bargaining Unit Member's current assignment, the Bargaining Unit Member will continue to receive the same hourly rate in the temporary assignment. If the temporary vacancy is in a different classification than the Bargaining Unit Member's current assignment, the Bargaining Unit Member for the first twenty-five (25) working days in the temporary assignment shall be paid at the "New Hire" level for the classification which the temporary assignment exists as set forth in Appendix A. After twenty-five (25) working days, the Bargaining Unit Member shall be advanced to the "Second Year" wage level in the classification in which temporary assignment exists, as set forth in Appendix A, provided that the Bargaining Unit Member filling the temporary vacancy has been in the employ of the Board for at least twenty-four (24) months or adjusted to fit the Bargaining Unit Member's length of employment with the District.
- b. During the period of temporary assignment, the Bargaining Unit Member shall not earn or accrue seniority in the classification in which the temporary assignment is being performed but shall continue to accrue seniority in the classification of the Bargaining Unit Member immediately prior to being awarded the temporary assignment.
- c. Either the Board or the Bargaining Unit Member has the right to discontinue the assignment of the Bargaining Unit Member to the temporary assignment upon two (2) working days' notice.
- d. At the conclusion of the temporary assignment, the Bargaining Unit Member shall be returned to the assignment that he/she occupied immediately prior to accepting the temporary assignment subject to the layoff and recall provisions of this Agreement. During the period of a temporary assignment the Board has the right to assign a non-bargaining unit substitute to the position normally held by the Bargaining Unit Member who has received temporary assignment. There is no requirement to treat the latter opening as a temporary vacancy.

## **2.4 PROBATION**

The probationary period for each new employee shall be forty-four (44) days worked, beginning with the first day of work for that employee. For the purpose of this section only, any part of the day worked shall count as a workday. During the probationary period the employee may be laid off or terminated at the sole discretion of the Employer.

## **2.5 REDUCTION IN WORK FORCE**

### **A. Definition**

Layoff shall be defined as either a necessary reduction in work hours or elimination of position.



B. Alternative Strategies

Prior to any layoff, as defined in this Article, the Employer shall meet with the Union to determine if there are any alternative strategies to which the parties can mutually agree. Should no alternative strategies be agreed upon, the procedures as outlined in Section C and/or D shall be implemented.

C. Reduction of Hours

In the event of a layoff involving the reduction of work hours, the following procedure shall be used:

1. No more than one (1) position in a classification shall be reduced from full time to part-time, in any school year. This does not preclude discontinuing any position or establishing new positions.
2. Employees may exercise seniority rights within their classification for the purpose of maintaining or approximating their normal work schedule, if their work hours are reduced.
3. The Employer shall give at least ten (10) days written notice to the Union and employees involved before reducing the work hours of a position.

D. Reduction of Positions

In the event of layoff involving the elimination of positions, the following procedure shall be followed:

1. The Employer shall identify the specific position(s) to be eliminated and shall notify, at least twenty (20) days prior to the effective date of any layoff, the employee(s) in those position(s), and the Union.
2. After such notification, the Employer shall meet with the Union to determine if an alternative layoff procedure might be mutually agreeable (for example, waiver of seniority rights). If no alternative is agreed upon, the contract provisions shall prevail.
3. The employee(s) in the affected position(s) shall have the right to, within seven (7) days of notification of layoff:
  - a. Bump someone who is less senior holding a position in same classification as the affected employee; or
  - b. Bid on another position; or
  - c. Become laid off.

4. Any and all employees displaced by provision (3) above shall have the same rights as long as there are less senior employees in that classification.

E. Substitutes

A laid-off employee shall, upon request, be granted priority status on substitute lists according to seniority.

F. Recall Procedure

1. Employees shall be recalled in order of their classification seniority to any position for which they are qualified.
2. 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) days from receipt of notice to report for 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. Refusal or acceptance of a position that is not at least equivalent in time and rate of pay to the position previously held, or is in a different classification than the position previously held, shall not affect an employee's recall rights.
3. Employees on layoff shall retain their seniority for purposes of recall, subject to the provisions of 2.3.

G. Exceptions

If any event causes the closing of school for any period of time, the provisions of this Article shall not apply if the employees can be reasonably expected to be employed the length of their normal work year.

H. Fringe Benefits

Laid-off employees may continue their fringe benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer, in advance, monthly. This option will be made available within the rules and regulations of the insurance carrier.

### SECTION 3

### WORKING CONDITIONS



### 3.1 ASSIGNMENTS

#### A. Definition - Vacancy

A vacancy shall be defined as any position, either newly created or a present position, to be filled. A temporary vacancy shall be defined as any position to which a Bargaining Unit Member has a claim that will be vacated for a period of time in excess of ten (10) consecutive working days, or a position created for a known duration or the duration of a special project or task.

#### B. Job Posting

1. All vacancies shall be posted in a conspicuous place for a period of ten (10) working days unless there is an employee in that classification on layoff and eligible for such position. All job postings shall indicate classification, type of work, minimum and maximum pay rates, hours to be worked, starting date, and minimum requirements for the job. Temporary vacancies shall be posted for three (3) working days.
2. Aide job postings before 8:30 a.m. and after 3:00 p.m. shall be posted as additional minutes.

#### C. Summer Postings

By June 1 of each year, each employee may notify the Employer that he/she wishes to be notified during the summer months (June, July and August) of job postings. Said request shall also include the employee's summer mailing address.

The Employer shall notify those employees who have expressed interest of vacancies occurring during the summer months, by sending notice of same to each employee by United States mail to the given mailing address.

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 3.1 - Assignments. This provision does not apply to work not financed by the District.

#### D. Bidding on Jobs

Within ten (10) days of the posting date, any employee may submit a letter of application indicating his/her interest.

#### E. Assignments

The vacancy shall be filled with the most senior qualified application from within the classification. Qualifications for positions within the various classifications shall be determined by the Board or its designee with input from the Association. It is understood that testing for minimum skills to demonstrate being qualified will be required. Successful demonstration of skill proficiency may, at the employee's request, be placed in his/her personnel file for future reference. Should no employee from within the classification apply, the vacancy shall then be filled with the most senior qualified applicant from other classifications. The employee shall be granted up to a twenty-five (25) days worked trial period which shall be used to determine the employee's desire to remain on the job and the Employer's desire to have the employee continue the assignment. An employee not continuing on the new job after the trial period shall be returned to his/her former position. In the event any applicant is denied the job or removed after the trial period, the reasons may be requested from the Employer, who shall respond with the reason(s) in writing within ten (10) working days of the request.

The Bargaining Unit Member shall remain in any new classification assignment for a period of one (1) year before being eligible to apply for another transfer unless such transfer was the result of a layoff and the previous job classification is reinstated within the one-(1) year period.

F. Temporary and Summer Vacancies

1. Temporary assignment of substitutes to regular jobs shall not exceed ten (10) working days.
2. Temporary vacancies shall be posted if the vacancy is expected to extend beyond ten (10) working days. All summer vacancies shall be posted. The posting will include:
  - a. Type of work
  - b. Starting date
  - c. Rate of pay
  - d. Hours to be worked
  - e. Classification
  - f. Minimum requirements
  - g. Expected duration of the assignment
3. Interested employees may apply in writing to the supervisor within three (3) days for a temporary vacancy and five (5) days for a summer vacancy of the date of posting.

4. The vacancy shall be filled with the most senior qualified applicant from within the classification. Should no employee from the classification apply, the vacancy shall then be filled with the most senior, qualified applicant from other classifications.
5. At the Employer's discretion, a one-(1) week trial period may be imposed, subject to the same provisions as in (E) above.

G. Involuntary Transfers

Involuntary transfers between classifications are to be minimized and avoided whenever possible. Employees shall not be placed on a lower step of the wage scale due to involuntary transfers.

Involuntary transfers from one shift to another within the classification are to be avoided whenever possible. When such transfer is necessary, the least senior, qualified employee shall be affected except in cases of emergency or special circumstances.

H. Temporary Rate Increases

In any instance in which an employee fills the position of another employee within the Bargaining Unit for one (1) day or more, he/she shall be paid the higher rate of pay.

I. Individual Preference

In the determination of assignments and transfers, the convenience and wishes of the individual employee will be honored to the extent that these considerations do not conflict with the requirements and needs of the District.

J. Special Needs

The Association recognizes that the Employer may be required by law to provide certain "related services," for example changing diapers, clean intermittent catheterization (CIC) and tracheotomy cleaning, to special education students.

When related services require expertise, the Employer will endeavor to provide the services via trained personnel. In no case, however, will a Bargaining Unit Member be required to provide related services requiring expertise, unless the following conditions are met:

1. The member has received prior training in the procedure. Such training shall be provided at the Employer's expense, with compensation to the Bargaining Unit Member for any overtime required to receive training.

2. The Employer has obtained written permission from the student's parents and/or guardian(s) authorizing the procedure to be performed by a lay person with the level of training received by the Bargaining Unit Member.
3. A witness be made available during execution of the procedure if requested by the Bargaining Unit Member.

The Employer shall indemnify and save Bargaining Unit Members harmless from any liability resulting from their provision of related services to students in the performance of their duties as reasonable and prudent employee would perform such duties.

K. Special Needs

The parties recognize that certain transportation services and equipment are required to insure the safe maneuvering of special education and/or handicapped students in boarding and unboarding transportation vehicles, and to insure the safe transportation of the students while on board transportation vehicles. The Employer agrees to provide lifts on any vehicles transporting wheelchair students, and seatbelts or other restraints for each student transported when specified in the IEPC. Bus aides will be provided in the event the safety of the driver and/or passengers is compromised by the behavior and/or physical needs of the passengers as determined by an IEPC or the Employer.

The Employer will provide Bargaining Unit Members with all relevant necessary information concerning their passengers' handicaps. In the event the employees, pursuant to a student's IEPC or at the direction of the Employer, utilize any specialized procedures relating to medical or behavioral management, the Employer will provide prior training as to such procedures. Such training will be at the Employer's expense, with compensation to the Bargaining Unit Member for any overtime occasioned by the training. Bus drivers and bus aides shall have the opportunity to participate in staffing and/or IEPC.

The Employer agrees to indemnify and save Bargaining Unit Members harmless from any liability incurred in the transportation of special education students to and from school and school related activities, when the employee is acting as a reasonable and prudent person would act.

L. Custodial Substitutes

Custodial substitutes will be provided when school is in session.

M. Advanced Degree

The Board shall pay an additional two dollars per hour (\$2.00/hour), above the two (2) year step, for Aides who are required by the Board to have an advanced degree. (B.A., R.N., L.P.N., ASL QA level 2, etc.)

### **3.2 PERSONNEL FILES**

#### **A. Access to Files**

Employees will have the right to review the contents of their personnel files. At the request of the employee, a representative may be present. Employees may submit a written notation regarding any material in the personnel file, and the same shall be attached to the file copy of the material in question. If the employee signs any material 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.

#### **B. Complaints**

Any complaint regarding an employee shall be in writing, signed and dated by the complainant(s). Said complaint shall be reviewed with the employee before any administrative action is taken and before it is placed in his/her personnel file. A full record of the complaint, administrative action and employee's response shall be included in the file, should it be placed therein. Any complaint that the employee, within ten (10) days, can show to be unrelated to the job or in error may be, when mutually agreed to by the Employer and the employee, removed from the file. 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.

#### **C. Recommendations**

All recommendations, written or oral, shall be based on the contents of the employee's personnel file.

#### **D. Disciplinary Material in File**

No disciplinary material related to complaints regarding an employee shall remain in their personnel file for more than four (4) years unless there has been subsequent discipline or a repeat of a complaint.

### **3.3 WORKING CONDITIONS**

#### **A. Safety**

The Employer shall assign work such that employees will work under conditions which do not endanger their health and safety, as required by law.

#### **B. Property Loss**

The Employer shall reimburse the employee for the loss, damage, or destruction of personal property which was used on school premises, when the loss, damage or destruction is not the result of the employee's negligence and when the property was

present at the request of the Employer. The Employer's obligation is only for that portion not covered by insurance.

C. Physical Protection

Employees may protect themselves, other employees, teachers, administrators, or students, from attack, physical abuse or injury, and may prevent damage to school district property.

D. Assault

Any case of assault upon an employee while engaged in duties within the scope of his/her employment shall be promptly reported to the Employer. The Employer shall provide legal assistance to the employee in assault cases, subject to the conditions in paragraph (E) below.

E. Legal Protection

If an employee is subject to legal actions by virtue of conduct within the scope of employment, as defined by the Board of Education and administration policies, the Employer shall provide legal counsel for defense of the employee with the following conditions:

1. The Employer retains the right to name legal counsel, and to determine length of appeals, if any.
2. The employee must assist the named legal counsel in all possible ways.
3. The employee has the right to retain legal counsel at the employee's expense.

F. Dispensing Medications

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 in front of or taken in front of an adult witness;
4. All 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 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. The Employer shall indemnify and save harmless from any liability employees who administer medication to pupils when directed to do so by school supervisory personnel.

G. Supervision of Others

No Bargaining Unit Member shall supervise the activities of other Bargaining Unit Members (as supervision is defined by the Michigan Employment Relations Commission). In the absence of an immediate supervisor, however, employees shall be expected to perform their normal work assignments to the best of their ability. The supervisor will provide the cooks with a schedule of special assignments and specific directions in case of his/her absence.

H. Other Working Conditions

The parties agree to meet and confer at regular intervals, at least twice per year, to discuss matters of mutual concern.

I. Work Apparel

The Board will reimburse, with receipt, up to one hundred dollars (\$100.00) per year to full-time custodians, cooks and bus drivers for job-related clothing.

J. Training and Education

When an employee is sent by the Administration to job-related training programs or courses, in or out-of-town, costs incurred will be paid by the District with prior approval of the Administration required. Employees will receive their regular hourly pay if such attendance is during the employee's regular working hours. An employee attending a conference for a full day shall not receive hourly pay for more hours than the employee works in a normal full day. Any different, or additional hours of attendance (Saturday or evening sessions) required by the training program or courses, needs prior administrative approval in order to receive regular hourly pay.

Approved attendance during working hours at in or out-of-town conferences, courses, or workshops, will not cause the employee to suffer loss of pay or benefits.

K. Electronic Surveillance

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.

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 District agrees to provide training, or any other assistance requested where the cost would not be prohibitive, to any driver who believes that he/she needs help in controlling the students on his/her bus. The district agrees to work with the driver to control students, and understands that occasionally students will misbehave. If the drivers discover any other problems with the system, the District agrees to meet with the Association to discuss such problems as soon as possible.

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

### **3.4 PHYSICAL ABILITY**

#### **A. Freedom from Tuberculosis**

Upon hiring, each employee shall show proof of freedom from active tuberculosis. Thereafter, all employees, at the Employer's expense, shall show proof of freedom from active tuberculosis and shall continue to do so as required by the Employer.

#### **B. Examinations**

The Employer reserves the right to require that an employee submit to a physical and/or psychological examination by a licensed physician and/or psychologist, in which case the Employer is entitled to all information relevant to job performance. If the diagnosis states that the employee is unable to fulfill his/her assigned obligations, the employee may request another examination to be performed by some other qualified person designated by the Employer. The Employer shall bear the full cost of these examinations.

#### **C. Bus Drivers Physicals**

Employees who drive bus shall submit to a physical examination annually or less frequently, as required by the Employer. The Employer shall bear the cost at the Manton Medical Center rate, with the employee having the option of using his/her own physician.

### **3.5 WORK HOURS**

#### **A. Work Hours**

Employees who work less than full time shall be considered part-time.



Full time work hours shall be as follows:

1. Custodians - eight (8) hours per day, forty (40) hours per week.
2. Secretaries - eight (8) hours per day, forty (40) hours per week.
3. Aides - at least seven (7) hours per day, thirty-five (35) hours per week.
4. Food service - at least seven (7) hours per day, thirty-five (35) hours per week.
5. Transportation shall work as scheduled by the Employer. Full time shall be considered as a regular route (A.M. & P.M.) and either a Kindergarten or vocational route. Drivers with A.M. and P.M. routes may receive full annuity in place of pro-rated health.
6. Daily hours may vary (for example, ten (10) hours per day, forty (40) hours per week) but only by mutual consent.
7. School year employees, with the permission of administration, shall be allowed to work up to ten (10) additional days per school year.

B. Lunches and Breaks

Custodians, secretaries, aides, and food service employees shall receive one (1) paid fifteen (15) minute break for each three and one-half (3 1/2) hours of work. Employees working less than three and one-half (3 1/2) hours shall receive one (1) paid fifteen- (15) minute break during their workday. Custodians, cooks, secretaries and aides shall take one unpaid lunch period of at least thirty (30) minutes for each full day worked. Scheduling of employee breaks and lunches will reflect consideration of the employee's preference. All breaks and lunches will be taken at the employee's discretion as scheduling allows. Cooks shall receive a daily lunch at no cost.

C. School Closings

Those Employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs and health condition as defined by the city, county or state health authorities, will not be paid for such days. However, a Bargaining Unit Member shall have the right to use not more than one (1) personal business day during a single school year in order to receive pay for a cancelled day of pupil instruction on which that Bargaining Unit Member was not required to work and which will not be rescheduled. In order to exercise this option, the Bargaining Unit Member must give written notice to the Superintendent's office not later than two (2) work days after the cancelled day for which personal business leave is to be substituted. Pay for this day will be remitted to the Bargaining Unit Member(s) so electing on the next regular payroll. Such Employees shall work on any rescheduled days of student instruction which are established by the Employer and will be paid at their regular daily rate of pay.

Twelve (12) month employees shall have the right to use not more than one (1) personal business day during a single school year to receive pay for a cancelled day of student instruction and will not be required to work on that day. Twelve month employees will be required to work on days when school is not in session and shall be paid their regular rates of pay for such days, except that if said Employees cannot make it to work, they are entitled to use sick leave.

Any Employee who begins his/her duties at the regularly scheduled time shall be paid a minimum of two (2) hours at their regular hourly rate if the Employer fails to cancel school prior to the Employee's regularly scheduled starting time. If notification of a school closing is made after 6:10 a.m., any bus driver who has not been notified and who has left home for their regularly scheduled route will be compensated two (2) hours pay. Severe inclement weather may cause it to be necessary for custodial employees to leave prior to the completion of their regular work shift. The employee will have the option of using sick leave.

D. Use of Vacations During Spring and Christmas Break

Twelve-month employees may take part or all of Spring and Christmas vacations off from work if they use their vacation days. They may take the vacations off without using vacation days but without pay with permission from the superintendent.

### 3.6 DISCIPLINE AND DISCHARGE

A. Just Cause

No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank, discharge, or other actions of a disciplinary nature) without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process. Any such discipline shall be progressive in nature except in cases such as theft, possession of drugs or intoxicants, serious misconduct, and reckless disregard of self or others while on duty. A copy of the written disciplinary action given the employee will be given the Union. Discipline shall be subject to the grievance procedure.

B. Representation

An employee shall be entitled to have present a representative for any disciplinary matter. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement. At the request of the employee, the Employer shall provide to the Union copies of any written document(s) relating to the discharge or discipline.

C. Due Process and Progressive Discipline

1. The Employer agrees to adhere to the concepts of due process and progressive discipline which include, in part, that the employee shall have been given a reasonable opportunity to correct the behavior or problem:
  - a. Discussion of problem with employee
  - b. Verbal warning to employee
  - c. Written warning included in personnel file
  - d. Suspension with pay
  - e. Suspension without pay
  - f. Dismissal
2. Fair and impartial investigatory hearing. It is understood by the parties that an employee may be suspended with pay for purposes of an Employer investigation and that such a suspension shall not be considered disciplinary or noted in the employee's personnel file. The employee shall be notified by the Employer at the time of the suspension whether or not the suspension is for investigatory reasons.
3. That the discipline imposed shall be appropriate to the severity of the offense.

D. Suspension and Discharge

It is agreed that specific grounds for suspension and dismissals shall be made available to the employee and the Union in writing.

If the Employer concludes that an employee's conduct justifies discharge, the employee shall first be suspended without pay for five (5) days.

## SECTION 4

### LEAVES

#### 4.1 PAID LEAVES

##### A. Sick Leave

At the beginning of each school year each employee shall be credited with ten (10) days to be used for absences of the employee for reasons outlined below. The unused portion of such allowance shall be accumulative to ninety-one (91) days. An employee who is paid less than one hundred-eighty (180) days in a year shall be credited a pro-rated share of the ten (10) days. Sick leave days may be used for the following:

1. Personal illness or disability - The employee may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery.
2. Illness in the Immediate Family - The employee may take one (1) day per illness as necessary, or more with the approval of the superintendent.
3. Personal Leave - An employee may take up to three (3) days\* of personal leave, in addition to any accumulated personal leave days, per year. The second and third day will be docked from the Bargaining Unit Member's sick leave account unless those days are accumulated days from previous years. An employee must request use of a personal leave day at least three (3) days in advance, in writing, except in emergency situations. Personal leave days shall not be used in situations for which leave is provided under this Agreement. If necessary, the administration may limit the number of employees taking personal leave on any day. At the end of each school year, any unused personal leave days shall accumulate as personal leave days up to a maximum of five (5) for the bargaining unit member's use.

(\*A day shall be considered the length of an employee's normal scheduled workday. Example: Employees working ten (10)-hour days during the summer months will receive full pay for a ten (10)-hour day should they use a personal leave day, and they will be charged for using one (1) personal leave day.)

A Bargaining Unit Member will be able to use one (1) personal leave day prior to or directly after a holiday/vacation period, provided that:

- a. Substitutes are available for the Bargaining Unit Member.
- b. In circumstances of special need, the District will attempt to provide a minimum of one (1) opening per classification, which will be available on the days immediately preceding or following a holiday/vacation period.

Personal leave days are to be used before time off without paydays are granted.

4. Funeral Leave - An employee may use sick leave days as reasonably necessary to attend the funeral of a close friend or relative (not immediate family).
5. Employees will receive the following incentive for sick leave days unused in each year:

0 days used	\$100
1 day used	\$ 75
2 days used	\$ 50
3 days used	\$ 25
4 or more days used	\$ 0

B. Unused Sick Days

When an employee, who has five (5) years or more service in the District retires or resigns, he/she shall receive from the Employer a final payment of one-fourth (1/4) of the employee's unused accumulated (up to ninety (90) days) sick leave times at his/her regular daily rate of pay. 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.

C. Bereavement Leave

Death in the immediate family - the employee may use paid days reasonably necessary, within a maximum of three (3) days per death to attend the funeral and other related matters. (Not deductible from sick leave). Additional days may be granted at the discretion of the superintendent.

D. Court Appearance/Jury Duty

Leave with pay not deductible from sick leave shall be granted for court appearances in any case connected with the employee's work when the Union is not a part of the litigation. Paid leave of absence will be granted for jury duty, but any compensation received by the employee in the form of witness fees or jury pay, excluding expense reimbursement, will be given to the Employer to offset wages paid.

E. Vacation

Full year employees shall receive:

One (1) week paid vacation per year for the first two (2) years;

Two (2) weeks paid vacation per year for years three (3) through seven (7);

Three (3) weeks paid vacation per year for eight (8) through fourteen (14);

Four (4) weeks paid vacation per year for fifteen (15) years and over.

Full year employees who are paid for less than a full year shall receive a pro-rata share of the annual paid vacation. Employees will normally be expected to use their paid vacation days. However, if for some reason an employee does not use all vacation days in a year, the unused days may be paid at the normal rate or carried over to the next year, at the employee's option.

**4.2 UNPAID LEAVES**

A. Leaves of Absence

Leaves of absence for reasonable periods not to exceed one (1) year may be granted upon request for:

1. Extended illness (physical or mental) beyond accumulated sick leave.
2. Military leave.
3. Serving in any public position.
4. Child care leaves. Such leave may be extended for a reasonable period of time at the discretion of the supervisor.
5. Prolonged illness in the immediate family.
6. Educational leave without pay for a period up to an academic year for each employee who wishes to attend school as a full-time student.
7. Other leaves approved by the superintendent.

B. Application for Leave of Absence

An application requesting a leave of absence pursuant to this Article must be submitted to the superintendent no later than three (3) weeks prior to the time the leave is to commence. Exceptions shall be made under extenuating circumstances. The Employer reserves the right to limit to a reasonable number the employees on leave at one time. The request for the leave of absence must be in writing, setting forth the reasons for the leave of absence and the anticipated length of time; and if requested, verification shall be submitted. Any extensions for leaves of absence shall be handled the same as the request for the regular leave.

C. Returning From Leave

Employees returning early from leave of absence must submit a request to return to work in writing. Employees returning from a medical leave of absence may be required to certify their ability to return to work at least five (5) working days prior to the requested date of the return. Employees returning early from leave must wait for the next available job opening. Employees returning on the planned date will be placed in the position they left, or an equivalent position.

D. Failure to Return

Failure to return from an approved leave on the agreed-upon date shall mean the employee has voluntarily terminated his/her employment with the Employer.

E. Maintenance of Benefits



Employees who desire to maintain their health care benefits during the period of the leave may do so by arranging to pay monthly in advance the cost of the premium to the Employer.

F. Unpaid Leaves

Upon request a family leave of absence of up to twelve (12) weeks shall be granted to any employee (male or female who has been employed at least one (1) year and has worked at least twelve hundred fifty (1250) hours within the last twelve (12) months) for any of the following purposes:

1. The birth or placement for adoption or foster care of a child;
2. The serious health condition of an employee's spouse, parent, parent-in-law, or child;
3. Because of the employee's own serious health condition.

The family leave may be taken on an intermittent or reduced schedule when medically necessary. If an employee requests intermittent or reduced leave, the Employer may require a transfer temporarily to an available position for which the employee is qualified and that has equivalent pay and benefits; and better accommodates recurring periods of leave.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

Whenever practicable, the employee will provide the Employer at least thirty (30) days written notice for the leave. It will include the reason for the request; the expected beginning date; the expected ending date; and whether or not the employee intends to use paid leave for any part of the leave.

Upon return from leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall be returned to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

### **4.3 HOLIDAYS**

A. Paid Holidays

The following days shall be paid holidays:

- New Year's Day
- Good Friday
- Memorial Day
- July 4 (for full year employees)
- Labor Day
- Thanksgiving Day and the day after

Christmas Eve Day  
Christmas Day

To be eligible for holiday pay after a holiday or holiday break, the employee must report to work on the first scheduled workday after the holiday or holiday break unless he/she is on approved leave or unless he/she has an absence due to a documented necessity. The employee may be asked to provide documentation for an absence due to a medical necessity.

B. Number of Days Work for Cooks, Aides, and Bus Drivers

If due to scheduling of in service, Act of God days and/or school improvement days, the work year of cooks, bus drivers and aides is shortened to fewer than one hundred eighty (180) workdays, those employees will be allowed to work to accumulate a total of and shall be scheduled to work the current number of scheduled student days plus one (1). A full day is defined as the number of hours a person is regularly scheduled to work. If a Bargaining Unit Member chooses to use a personal leave day to cover one (1) of the Act of God days and/or school improvement days, the District need only schedule the Bargaining Unit Member to work the number of scheduled student days.

**SECTION 5**

**WAGES AND BENEFITS**

**5.1 COMPENSATION**

A. Wage Schedule

New hires shall include those individuals that are not regular employees but may have served the District as substitutes. Substituting shall not count toward the six-(6) month waiting period unless the sub position has been filled through a vacancy posting.

**2000-2001**

	<b>New hire</b>	<b>6 mos.</b>	<b>12 mos.</b>	<b>18 mos.</b>	<b>2 yr +</b>
Custodian	\$10.56	\$11.31	\$12.06	\$12.81	\$13.56
Secretary	9.96	10.71	11.46	12.21	12.96
Cook	8.55	9.30	10.05	10.80	11.55
Acting as Coordinator	9.19	9.94	10.69	11.44	12.19
Aide	8.55	9.30	10.05	10.80	11.55
*Bus Drivers	31.33	32.08	32.83	33.58	34.33

\*In addition to these regular run per day wages, drivers also receive \$.237 per mile. Drivers shall be paid for no less than thirty (30) miles per day. See Appendix C for further wage information.



2001-2002

	New hire	6 mos.	12 mos.	18 mos.	2 yr +
Custodian	\$10.94	\$11.69	\$12.44	\$13.19	\$13.94
Secretary	10.32	11.07	11.82	12.57	13.32
Cook	8.91	9.66	10.41	11.16	11.91
Acting as Coordinator	9.55	10.30	11.05	11.80	12.55
Aide	8.91	9.66	10.41	11.16	11.91
*Bus Drivers	32.29	33.04	33.79	34.54	35.29

\*In addition to these regular run per day wages, drivers also receive \$.244 per mile. Drivers shall be paid for no less than thirty (30) miles per day. See Appendix C for further information.

2002-2003

	New hire	6 mos.	12 mos.	18 mos.	2 yr +
Custodian	\$11.33	\$12.08	\$12.83	\$13.58	\$14.33
Secretary	10.69	11.44	12.19	12.94	13.69
Cook	9.28	10.03	10.78	11.53	12.28
Acting as Coordinator	9.92	10.67	11.42	12.17	12.92
Aide	9.28	10.03	10.78	11.53	12.28
*Bus Drivers	33.26	34.01	34.76	35.51	36.26

\*In addition to these regular run per day wages, drivers also receive \$.251 per mile. Drivers shall be paid for no less than thirty (30) miles per day. See Appendix C for further information.

B. Overtime

The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) in one (1) week.
2. Double time will be paid for all hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
3. Paid leave shall count toward time worked.

4. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the employee. Such compensatory time shall be at time and one-half or double time, whichever is applicable. When overtime is worked at the request of the employee and with supervisor's approval, comp time shall be at regular time (one to one).
5. When the Employer makes assignments that would result in the payment of overtime, the overtime work shall be rotated among employees within the classification as equally as possible.
6. Cooks or custodians requested to work overtime for emergency situations will do so if reasonably able. The employee will be given as much advance notice as possible.

C. Subcontracting

The Board may investigate the subcontracting of Bargaining Unit work. The Board will not implement any subcontracting of bargaining unit work without prior negotiation with the Union.

The use of unpaid volunteers is allowed if no one is on layoff in that classification and if no employee is fully or partially displaced by that volunteer.

D. Wages for Training Time

Employees required to participate in training will receive their individual, non-overtime hourly rate for the time spent in class and travel away from Manton Consolidated Schools.

E. Longevity

Beginning with the following years of service, including approved leaves of absence, Bargaining Unit Members shall receive an annual longevity of their regular salary.

**2000-2003**

13-15 years	3%
16-18 years	4%
19 years and more	6%

F. Cooks' Additional Work Pay

Kitchen employees shall receive their additional work pay, such as catering, in a separate check.

**5.2 BENEFITS**

The Employer shall adopt and implement a Section 125 Plan. MESSA Option All shall provide the administration of this plan, and all costs to implement and administer shall be borne by the Employer.

- A. Employee eligibility for insurance is based upon acceptance of the written application of the insurance provider.
- B. Enrollment for insurance will only be accepted by the insurance company during the open enrollment period of each year, or for new employees within thirty (30) days from the date of eligibility.
- C. Responsibility for enrollment in the program(s) rests with the employee.
- D. The Employer shall provide without cost to the employee the following MESSA PAK for a full twelve-(12) month period for the employee and his/her entire family. The Employer shall sign an Employer Participation Agreement. Employees not selecting MESSA-PAK Plan A will select MESSA Plan B.

**PLAN A** - For employees selecting health insurance

III)	Health	Super Care I - \$5 co-pay, 50/100 deductible (includes \$5,000 with AD & D)
	Negotiated Life	\$5,000 with AD & D
	Vision	VSP 2 (difference in premium cost for VSP 2 to be at employee expense during the 2000-2001 school year)
	Dental	60/60S/60 60:UCR (\$1,000 maximum for class I & II &
	LTD	66-2/3% \$2,500 Monthly Maximum 90 Calendar Days-Modified Fill Maternity Coverage Pre-Existing Condition Waiver-Yes Freeze on Offsets-Yes Mental/Nervous-Same as any other illness Alcohol/Drug-2 Year Limitation Cost of Living Benefit-No Two Year Owner Occupation

**PLAN B** - For employees not selecting health insurance

III)	Negotiated Life	\$5,000 with AD & D
	Vision	VSP 2 (difference in premium cost for VSP 2 to be at employee expense during the 2000-2001 school year)
	Dental	60/60S/60 60:UCR (\$1,000 maximum for class I & II &
	LTD	66 2/3% \$2,500 Monthly Maximum

90 Calendar Days-Modified Fill  
Maternity Coverage  
Pre-Existing Condition Waiver-Yes  
Freeze on Offsets-Yes  
Mental/Nervous-Same as any other illness  
Alcohol/Drug-2 Year Limitation  
Cost of Living Benefit-No

Bargaining Unit Members not eligible or not electing health insurance shall receive an amount for each year of the contract, to be placed in an annuity of their choice or to purchase any non-taxable MESSA or MEA Financial Services Option based on the following:

2000-2001	\$199 per month
2001-2002	\$207 per month
2000-2003	\$215 per month

Any amounts exceeding the Employer subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium subsidy amounts change for the group.

Members electing an annuity shall do so through a salary reduction agreement in a qualified plan document pursuant to Section 125 of the Internal Revenue Service Code.

E. Payment of Premiums

1. The Employer shall make payment of insurance premiums on behalf of all Bargaining Unit Members to assure insurance coverage for the full twelve-month period even though the Bargaining Unit Member may not be returning the next school year. The open enrollment period shall be jointly established by the Employer, the Association and MESSA, including opportunities for Summer pre-enrollment and Fall open enrollment and whenever group or individual subsidy amounts increase or decrease affecting the benefit package. When necessary, premiums in behalf of the Bargaining Unit Members shall be made retroactively or prospectively to assure uninterrupted participation and coverage. The Employer shall be responsible for providing insurance information, including applications and claim materials.
2. Beginning with the 2001-2002 school year, employees selecting Plan A shall be responsible to pay any monthly premium cost above 8% of the 2000-2001 Plan A rate for the remainder of the school year. Beginning with the 2002-2003 school year, employees selecting Plan A shall be responsible to pay any monthly premium cost above 8% of the 2001-2002 Plan A rate for the remainder of the school year. The Association shall have the option to adjust the level coverage in either/both of the above years to attempt to keep premium costs near or below the Employer contribution rate. "School year" for purposes of implementation of this paragraph is defined as July 1 through June 30<sup>th</sup>. The Employer agrees to provide employees who are paying a portion of their premium costs to do so with pre-tax dollars. The Employer agrees to provide, at no cost to the employee, an IRS

approved Section 125 plan which provides for premium conversion (where allowable under IRS rules/regulations) and salary reduction benefits to members of the bargaining unit.

F. Pro-ration of Insurance

In the event a Bargaining Unit Member is terminated or resigns during the school year, the insurance shall be continued until the Bargaining Unit Member has received the pro-rata portion of the 12-month insurance year earned at the time of the termination or resignation. A Bargaining Unit Member hired after the first required work day of the school year shall be entitled to the above-mentioned Bargaining Unit Member benefits, subject to MESSA's underwriting guidelines.

For part-time workers, all fringe benefits, with the exception of dental and vision coverage, shall be pro-rated according to the amount of time worked.

G. Newly Hired Employees

For all newly hired employees, insurance shall begin with the employee beginning work on the first scheduled workday.

## **APPENDIX A**

### **WAGE AND BENEFIT CONTROL SAVINGS CLAUSE**

1. If any salary/wage or benefit provision of this Agreement is nullified or modified by an action of any government agency, as a result of institution, or reinstatement, of any form of wage and benefit controls, the parties hereto shall meet and negotiate regarding the substitution of wage and benefit provisions of equal value.
2. If the substitution of benefits is not permissible by law, any wages or benefits so affected shall be deferred until such time as they may be legally placed in effect (so as to provide the full benefit value of each deferred provision). The Association shall receive a monthly statement as to the amounts of benefits and wages deferred as well as the interest earned on escrowed funds.
3. The Employer and the Association will cooperate to seek and obtain approvals, exceptions or exemptions under any wage and/or benefit control or stabilization program.





**APPENDIX C**

**BUS DRIVERS COMPENSATION**

1. Regular Runs

New hires shall include those individuals that are not regular employees but may have served the District as substitutes. Substituting shall not count toward the six-(6) month waiting period unless the sub position has been filled through a vacancy posting.

2. Kindergarten Runs

2000-2001	\$28.27 per day
2001-2002	\$29.06 per day
2002-2003	\$29.88 per day

In addition, regular run mileage will be paid for off-route transportation.

3. Vocational Runs - Vocational runs shall be awarded to the most senior drivers who express a desire to drive them on a full-year basis. They shall be paid:

2000-2001	\$34.96 per day
2001-2002	\$35.94 per day
2002-2003	\$36.95 per day

In addition, regular run mileage will be paid for off-route transportation.

If the regular driver is unavailable, the run shall be offered on a substitute basis; first to other regular Bus Drivers, if available, who do not drive vocational runs; second to the driver of the other vocational run; and third to a substitute driver. If the second option occurs, the driver shall be allowed to use the bus as transportation to lunch.

4. Extra Runs - Extra runs are defined as all runs other than regular runs, kindergarten runs and vocational runs. Extra runs include, but are not limited to, ski runs, field trips, athletic runs and spectator bus runs. Extra runs shall be paid:

2000-2001	\$ 9.95 per hour
2001-2002	\$10.23 per hour
2002-2003	\$10.52 per hour

Drivers who make vocational runs and are directed to pick up special education students in addition to the vocational run will be paid at the extra run hourly rate for extra time worked. Extra trips will be posted every two (2) weeks. Notification of extra trip assignments shall be made forty-eight (48) hours in advance of the trip except in case of emergency. If the drivers feel that postings are not being made in a timely manner, they

may request a meeting with the Superintendent and the Transportation Supervisor to discuss the posting problem(s).

If the run exceeds three (3) hours, the driver may leave the event during each regular meal time and use the bus as transportation to the nearest public restaurant where he/she will be allowed seven dollars and fifty cents (7.50) for each regular meal.

The Employer shall offer extra driving runs to all regular drivers in such a way that all will have an equal opportunity to earn approximately equal extra driving pay. Extra driving runs must be offered to and refused by all regular drivers before the Employer may utilize personnel from outside the Bargaining Unit, except that in situations wherein the teacher or advisor of the group being transported is legally qualified to drive, he/she may do so. A bus driver hired during the school year, or a driver returning to work from extended leave other than sick leave, will be assigned the highest extra hours for the purpose of assigning extra trips.

5. If it appears that economic conditions will require cancellation of athletic team runs, the Union will bargain with the Employer regarding the possibility of allowing coaches to drive the team buses to their events.
6. All bus drivers wishing to participate in any substitute driving available shall notify the superintendent in writing at the beginning of each school year.
7. The Board shall pay for the cost of licenses or renewal of licenses required for the Bargaining Unit Members to perform their positions.

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2000 and shall continue in effect for three (3) years until the thirtieth (30th) day of June, 2003.

FOR THE MANTON CONSOLIDATED  
SCHOOLS

Howard L. Ribbe  
Signature

3-5-01  
Date

Chris Pitter  
Signature

3-5-01  
Date

FOR THE MANTON EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION/MEA/NEA

Karl Johnson  
Signature


2-1-01  
Date

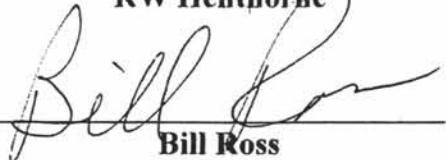
Denise Stutzman  
Signature


2-2-01  
Date

JANUARY 25, 2001  
LETTER OF UNDERSTANDING

In the interest of open communication it is understood that conversations or meetings between staff and administrators shall not be recorded without advanced disclosure to all individuals participating in those conversations or meetings.

 2/6/01  
\_\_\_\_\_  
RW Henthorne

 2/6/01  
\_\_\_\_\_  
Bill Ross

  
\_\_\_\_\_  
Karl Johnson

