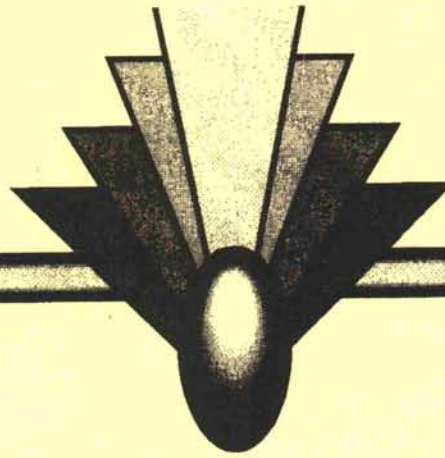


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**AGREEMENT**

**BETWEEN THE**

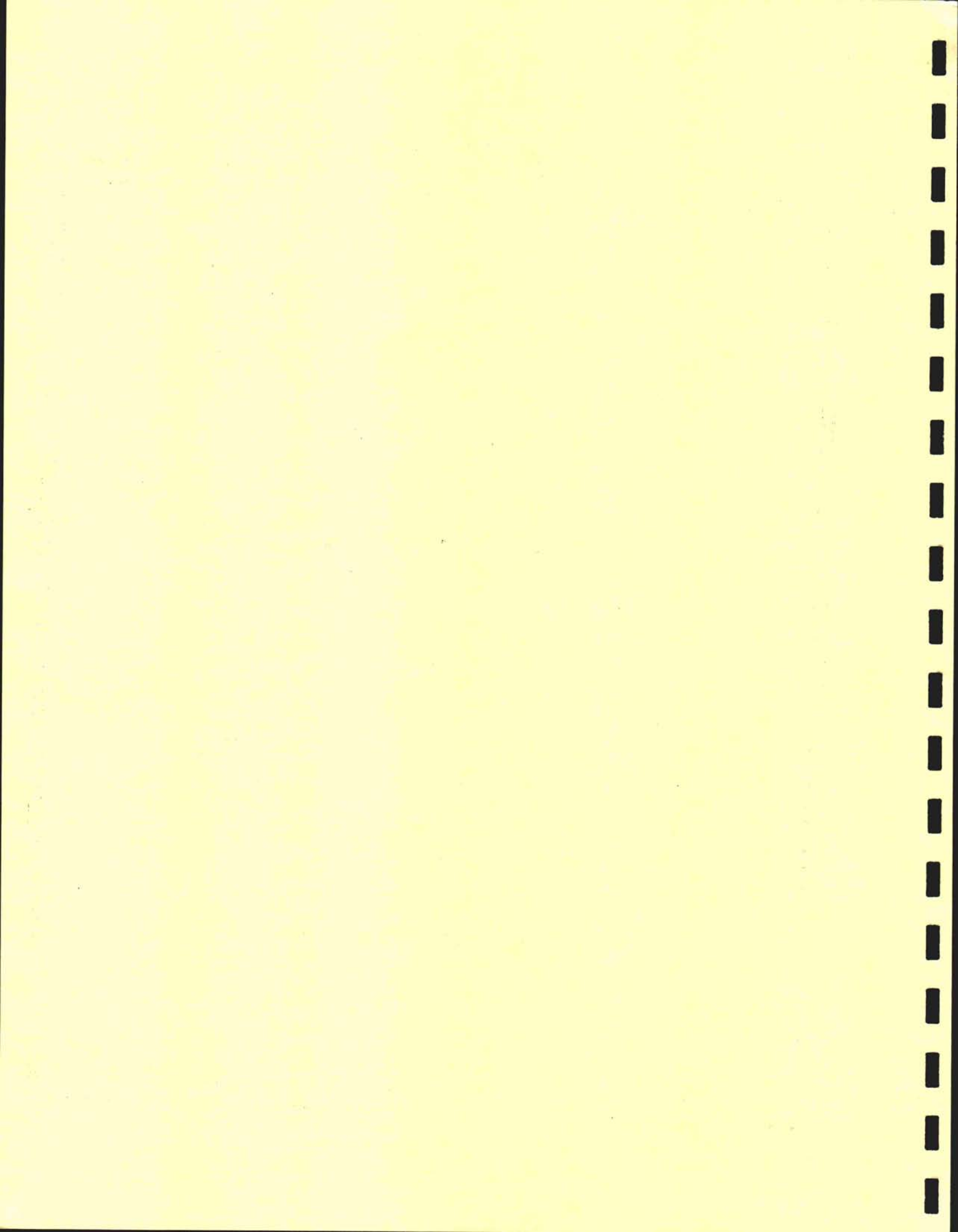
**MAYVILLE EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

**AND THE**

**MAYVILLE COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

**JULY 1, 2000 - JUNE 30, 2002**

*Mayville Community Schools*



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## ARTICLE 1 - AGREEMENT

This Agreement entered into this 9<sup>th</sup> day of October, 2000, by and between the Mayville Educational Support Personnel Association-MEA/NEA, hereinafter called the "Union," and Mayville Board of Education, hereinafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE 2 - PURPOSE

- 2.1 This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- 2.2 The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, 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 which are believed to be inconsistent with the terms of this Agreement, and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.
- 2.3 The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

## ARTICLE 3 - RECOGNITION

- 3.1 The Mayville Community Schools Board of Education hereby recognizes the Mayville Educational Support Personnel Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), for all full time and regular part time, probationary on leave or substituting for a bargaining unit member on leave or temporarily absent: paraprofessionals, secretarial/clerical, bus drivers, food service, custodial, and maintenance employees of the Mayville Community Schools. Excluded are supervisors, substitutes, financial secretary, executive secretary, executive bookkeeper and all other employees.
- 3.2 For the purpose of administering this Agreement, the following definitions shall prevail:

- A. Temporary vacancy: A vacancy that is expected to be at least twelve (12) work days in duration. If it involves a leave of absence the temporary vacancy shall be for the length of the leave of absence.
- B. Permanent vacancy: When an employee terminates.
- C. Temporary assignment: An assignment made to fill a temporary vacancy as defined above.
- D. Full year employee: An employee who is scheduled to work at least 48 weeks.
- E. School year employee: An employee who is scheduled to work during the school year, not to exceed 47 weeks.
- F. Paraprofessional (instructional aide, playground aide): An employee who assists in the: instructional program; library program; counseling program; supervision of the playground, classroom or cafeteria areas; and/or performing light clerical duties such as, but not necessarily limited to, answering the telephone, dealing with visitors (students) in the office, and/or tasks assigned by the building principal or secretary.
- G. Secretary: An employee who performs clerical duties which include typing, filing, bookkeeping, keeping of confidential records, receptionist and office management.
- H. Qualified: An employee (applicant) meeting the requirements of the job description.

#### ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The Union recognizes that the Employer has the responsibility and authority to adopt rules or policies, to manage and direct, on behalf of the public, operations and activities of the Mayville Community Schools Board of Education to the extent authorized by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- 4.2 The Employer shall not direct or require a bargaining unit member to violate any Federal law, State law, and/or State or Federal regulation.
- 4.3 The Employer recognizes that this Agreement sets forth limitations on the above-named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.
- 4.4 The Board retains the sole right to discipline and discharge employees for just cause, provided that in the exercise of this right, it will not act in violation of the terms of this Agreement.

**ARTICLE 5 - AGENCY SHOP**

- 5.1 Each bargaining unit member shall, as a condition of employment:
- A. 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 Union, or
  - B. Pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union 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 Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.
- 5.2 Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), 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 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, or any other administrative or judicial procedure.
- 5.3 Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (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.
- 5.4 Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Employer-paid, credit union, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Union and the Employer.

- 5.5 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:
- A. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
  - B. 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.
  - C. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

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 5, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

- 5.6 The bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer as long as it does not have an adverse effect on their position with the Mayville Community Schools.

## **ARTICLE 6 - UNION REPRESENTATION**

- 6.1 The Union shall designate to the Superintendent of Schools in writing, the Union representatives and the Board shall not be required to recognize or deal with any employees other than the ones so designated.
- 6.2 The Board agrees to recognize one (1) president and five (5) Association representatives (AR's) for the purpose of grievance representation to be allocated as follows:
- A. One (1) AR from the five (5) classifications: Transportation/Mechanic, Cafeteria, secretary, paraprofessional, and custodial/maintenance.
  - B. Alternate AR's, who would serve only in the absence of the regular AR, will also be recognized by the Board.
- 6.3 All Union representatives must conduct Union business outside of regular working hours except for current grievances. In such cases, the AR may process or investigate a grievance for a period not to exceed one (1) hour per



shift, under normal circumstances, providing this does not drastically interrupt the normal operation of the school, and further providing that this provision is not abused.

## ARTICLE 7 - SPECIAL CONFERENCES

Two meetings per year may be held in each classification during the school year by the administration for the purpose of training, job improvement and other related topics. Meetings may be held outside the normal working day for a yearly accumulation of two (2) hours without remuneration. Five (5) working days notice shall be given for said meetings if they are going to be longer than fifteen (15) minutes in duration. Occasional fifteen (15) minute meetings in the transportation classification may be held without remuneration to discuss current, job related issues.

## ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.1 A claim and/or a complaint by a bargaining unit member or a group of bargaining unit members or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement arising under and during the terms of this Agreement.
- 8.2 A. Informal Level: When a bargaining unit member(s) or the Union believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Union shall within five (5) days request a meeting with the immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint.
- B. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and his/her immediate supervisor, the complaint may be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) working days of receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.
- C. Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent. Within five (5) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).

- D. Formal Level 3: If the Union is not satisfied with the Superintendent's decision the Union may appeal the grievance to the Board of Education by filing a copy of the grievance with the Secretary of the Board. The appeal to the Board must be made within five (5) days of the receipt of the Superintendent's decision. Within thirty (30) days from receipt of the grievance, the Board shall consider the grievance. The Board shall render its decision within thirty (30) days after the hearing.
- E. Formal Level 4: If the Union is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been made within the period provided above, the Union may submit the grievance to arbitration before an impartial arbitrator within thirty (30) days after the Board issues its decision. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. 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. The fees and expenses of the arbitrator shall be paid as follows:
1. Determination by the arbitrator in favor of the Board, arbitrator's cost is completely the responsibility of the employee or the Union.
  2. Determination by the arbitrator in favor of the employee or the Union, arbitrator's cost is completely the responsibility of the Board.
  3. In the event that the determination is not clear cut, the arbitrator shall stipulate which party shall pay costs.
- 8.3 If the parties agree on an arbitrator outside of the American Arbitration Association process, the hearing and the award shall be governed in accordance with AAA rules.
- 8.4
- A. The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual agreement of the parties.
  - B. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.
  - C. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the grievance procedure by mutual agreement.
  - D. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost, plus reasonable interest. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money plus reasonable interest shall be paid to him/her and his/her record cleared of any reference to this action.

- E. For the purpose of assisting a bargaining unit member 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 a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.
  - F. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.
  - G. If the Union violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance shall be considered granted.
- 8.4 Upon mutual agreement of the Union and the Board, the grievance may be processed via the following expedited grievance procedure.
- A. The grievance shall be submitted in writing to the Superintendent or his/her designee. Within five (5) calendar 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) calendar days of the initial hearing, the Union may appeal the grievance to binding arbitration, under the rules of the American Arbitration Association for expedited arbitration. Both parties agree to be bound by the decision of the arbitrator.

## **ARTICLE 9 - DISCHARGE AND SUSPENSION**

- 9.1 No bargaining unit member shall be displaced without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; and discharges. Any such discipline, including adverse evaluation of bargaining unit member performance which results in disciplinary action, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than at the time discipline is imposed.
- 9.2 Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. Any complaint not called to the attention of the

bargaining unit member, within ten (10) work days, may not be used in any disciplinary action against the bargaining unit member.

- 9.3 Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing within twenty (20) days and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.
- 9.4 Upon request of the bargaining unit member, a bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present.
- 9.5 It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members except in the case of gross misconduct. A written statement may be placed in the personnel file of the employee indicating a verbal warning was issued.
- a. Verbal warning by appropriate administrator.
  - b. Written warning/memo by appropriate administrator.
  - c. Written reprimand by appropriate administrator.
  - d. Suspension with pay pending a "Just Cause" hearing.
  - e. Suspension without pay.
  - f. Dismissal for just cause only.
- 9.6 A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Union accompany him/her in such review. Other examinations of a bargaining unit member's files shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Union representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representative in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

No material including, but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material and the complaint has been investigated and confirmed by the Employer. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's files, the affected bargaining unit member shall review and sign said material, 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. If material in the bargaining unit member's file is found to be inappropriate or in error, the material will be corrected and/or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

- 9.7 In imposing any discipline or discharge on a current charge, the Board may take into account any prior infractions that occurred within two (2) immediately proceeding years.
- 9.8 Any case of assault upon a bargaining unit member and/or a bargaining unit member's property shall be promptly reported to the Employer. The Employer shall promptly render all necessary assistance to the bargaining unit member, when possible, to prevent injury and loss of property. The Employer will advise the bargaining unit member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities.
- 9.9 No bargaining unit member will be threatened, disciplined, reprimanded, punished, discharged or denied any occupational advantage, directly or indirectly by the Employer, its administrators or representatives, due, in any way, to the bargaining unit member having filed a complaint as allowed by law.

#### **ARTICLE 10 - SENIORITY, PROBATIONARY EMPLOYEES**

- 10.1 New employees hired into a bargaining unit position shall be considered as probationary employees for the first sixty (60) working days of their employment. The probationary period may be extended by mutual consent of the Board and Union. When an employee finishes the probationary period, he shall be entered on the seniority list from the date of hire. There shall be no seniority among probationary employees. Probationary employees are not eligible to the rights of the grievance procedures.
- 10.2 For new-hire employees, the following conditions apply:
- |                                |   |
|--------------------------------|---|
| 30 working days -              | Begin paying union dues or the representation fee<br>Become eligible for insurance benefits   |
| 60 working days -              | Probationary period may be extended by mutual consent of Board and Union                      |
| 61 <sup>st</sup> working day - | Permanent status<br>Sick leave begins<br>Rights to grievance procedure<br>Paid holidays begin |
| 120 working days -             | Twenty (20) cents per hour raise to the regular specified rate                                |
- 10.3 For the purpose of this Agreement, there will be two types of seniority, as follows:

- A. Classification Seniority: Classification seniority shall be based on the employee's last date of hire into the classification in which he or she works. It shall be used for the purpose of: (1) Layoff and Recall (Article XIII), (2) Shift Preference (Article XIV), and (3) Job Bidding (Article XV).
- B. District-Wide Seniority: District-wide seniority shall be based on the employee's last date of hire into the school system, in accordance with Section 10.1 and subparagraphs 1-6 below. It shall be used for the purpose of: (1) Compensation (Article XVIII), (2) Sick Leave and Leave of Absence (Article XVI), and (3) Vacation Eligibility, Periods and Pay (Articles XXIII and XIV). District-wide seniority shall be computed in school years.
1. Transportation: Two (2) routes a day for a school year constitutes ten (10) months seniority in this classification. A person driving one (1) run for ten (10) months accumulates five (5) months seniority in this classification. A person cannot accumulate more than ten (10) months in one (1) calendar year.
  2. Custodial/Maintenance and Mechanics: Thirty (30) hours per week for fifty-two (52) weeks (including vacation time, sick days and holidays) shall constitute twelve (12) months seniority in this classification.
  3. Cafeteria: A person working thirty (30) hours per week for a school year constitutes ten (10) months seniority in this classification. A person cannot accumulate more than ten (10) months in one (1) calendar year.
  4. Secretary and Aide Classification: A person working thirty (30) hours per week for forty-eight (48) weeks will accumulate twelve (12) months seniority in this classification. Thirty (30) hours per week for the school year of forty (40) weeks would accumulate or ten (10) months.
  5. Employees cannot accumulate more than twelve (12) months seniority in one (1) calendar year.
- 10.4 Job Classification Seniority as used in this Agreement shall mean the length of continuous time an employee has worked within a job classification. An employee who works in more than one classification cannot combine hours in those classifications to obtain benefits. The hours in the employees primary position cannot be adjusted to accommodate the second position. Seniority will be accumulated in each classification effective July 1, 1994.
- 10.5 An employee's seniority shall entitle him to only such rights as are expressly provided for in this Agreement.
- 10.6 In the event that two or more bargaining unit members have the same classification seniority date, district-wide seniority will be the determining factor. In the event that the seniority dates are still the same, the last digit of employees' social security number shall be used, with the highest number having preference. In the event that a tie still exists, the second digit from the end, then the third, if necessary, and so forth, will be used as tie-breakers.

**ARTICLE 11 - SENIORITY LISTS**

- 11.1 Seniority shall not be affected by the age, race, marital status or dependents of the employee.
- 11.2 The seniority list on the date of this Agreement will show the name, date of hire, months of seniority and job classification.
- 11.3 The Board will keep the seniority list up to date and will provide the President with up to date copies upon request during business hours.
- 11.4 For bidding purposes only, seniority is accumulated on a classification basis.

**ARTICLE 12 - LOSS OF SENIORITY**

An employee's seniority and employment shall terminate if:

1. He quits
2. He is discharged
3. He is absent from work for three (3) consecutive working days without notification to the Board and/or its representative with an acceptable reason to the Board.
4. He fails to give notice of his intent to return to work after layoff within three (3) working days.
5. He gives false reason in requesting a leave of absence or engages in other employment during such leave of absence.
6. He is retired
7. He falsified pertinent information on his job application
8. He holds a full time position in addition to a full time school position without notifying employer.

**ARTICLE 13 - REDUCTION IN PERSONNEL, LAYOFF AND RECALL**

- 13.1 Layoff shall be defined as a reduction in the work force deemed necessary by the Board. No existing position will be eliminated and then filled with more than one (1) employee.
- 13.2 No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least ten (10) work days prior to the effective date of the layoff.
- 13.3 In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of

position shall have the right to assume a position, in their classification, for which they are qualified, which is held by a less senior bargaining unit member.

A bargaining unit member laid off from his/her classification may bump the employee with the least seniority in a classification in which he/she has accrued seniority, as long as he/she has more seniority in that classification than the person he/she seeks to bump.

- 13.4 A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer after the first sixty (60) calendar days of such layoff, during which time all fringe benefits will be continued by the Employer. If the layoff occurs during the middle of the month, upon expiration of the sixty (60) days the employee will be responsible for 1/2 month's premium to maintain coverage for that last month.

- 13.5 Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified.

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 bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.

A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the fifteen (15) day period.

Bargaining unit members recalled to full time work for which they are qualified that are of equal or greater pay and eligibility for insurance benefits are obligated to accept the position. A bargaining unit member who declines such a recall shall forfeit all recall rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid off shall not affect his/her rights to recall to an equivalent position.

- 13.6 Partial Layoffs

If the regularly scheduled hours of a position are reduced by more than 15%, or the reduction in hours causes the employee in that position to qualify for lower insurance benefits, the reduction shall be considered a layoff. Employees so affected shall be entitled to exercise the rights afforded under this Article. The Board shall not exercise this provision to arbitrarily reduce existing employee benefit levels.



- 13.7 In the event that two or more bargaining unit members have the same classification seniority date, district-wide seniority will be the determining factor. In the event that the seniority dates are still the same, the last digit of employees' social security number shall be used, with the highest number having preference. In the event that a tie still exists, the second digit from the end, then the third, if necessary, and so forth, will be used as a tie breaker.

#### **ARTICLE 14 - TRANSFERS**

An employee promoted or transferred from a job classification in the bargaining unit to a supervisory position shall retain the seniority he had at the time of such promotion or transfer and shall continue to accumulate seniority while he is in such a supervisory position for a period of two (2) years.

#### **ARTICLE 15 - VACANCIES, TRANSFERS AND PROMOTIONS**

- 15.1 A vacancy shall be defined as a newly-created position or a present position that is not filled, or a position whose regularly scheduled hours are increased by more than 15%, or increased enough to cause an employee in that position to qualify for higher insurance benefits.
- 15.2 All vacancies shall be posted in a conspicuous place in each building of the District for a period of seven (7) workdays. Said posting shall contain the following information:
- A. Explanation of work
  - B. Location of work
  - C. Rate of pay
  - D. Hours to be worked
  - E. Classification
  - F. Minimum requirements as reflected in the job description
- 15.3 Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the seven (7) day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. mail to their last known address if the bargaining unit member so requests.
- 15.4 Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by a qualified applicant from other classifications with the most seniority.
- 15.5 Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.

- 15.6 In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. The trial period may be extended an additional 30 days by mutual consent of the Employer and Association. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable him/her to meet the Employer's standards of the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to his/her previous assignment.
- 15.7 Bargaining unit members shall not be placed on a lower step (wage schedule) due to involuntary transfers, nor shall they suffer any loss of accrued seniority, vacation, holiday or leave benefits.
- 15.8 The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.
- 15.9 Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties, unless the change is due to the bargaining unit member applying for and being appointed to a position that is posted.
- 15.10 Whenever a permanent vacancy occurs on a bus route, that vacant route shall be posted. Any driver that as a split route shall have the option of the single route if it becomes available, on the basis of seniority.
- 15.11 If a regular bus driver would like to be considered as a substitute driver for kindergarten routes they should notify the Transportation Supervisor in writing and ride on all kindergarten routes. Time used riding all of the routes shall be at the regular rate of pay.

## **ARTICLE 16 - LEAVES OF ABSENCE AND SICK LEAVE**

- 16.1 Leave of absence may be granted as follows:
- A. With pay, not chargeable to sick leave (seniority accumulates)
1. Jury Duty - pay for the time missed shall be reduced by the amount paid by the court for time spent - not mileage.
  2. Court appearance as a witness in any case connected with employment involving the District.
  3. Time necessary to take Selective Service examinations.
  4. Attending educational conferences that have been approved by the Board.
  5. Court appearances when subpoenaed to appear in a case to which the bargaining unit member is not a party.

- B. Without pay for a period not to exceed one (1) year (seniority accumulates)
1. Study related to job classification.
  2. Child care or adoption.
  3. Prolonged personal illness, after all paid sick leave days that the bargaining unit member has available have been used. Payment for any benefits provided by the Employer under this Agreement will cease at the end of the month during which paid sick leave is exhausted, unless continuance of such benefits is protected by the federal Family and Medical Leave Act. Upon written application by the employee and certification by the employee's physician, a second year of unpaid sick leave shall be granted, provided however:
    - a. No seniority shall accumulate during the second year of the unpaid leave; and
    - b. Upon return from the second year of unpaid leave, the employee shall only be entitled to return to his/her position or a comparable one if such a position is available. Otherwise, the employee shall be recalled in accordance with the terms of Article 13, section 5, except no seniority shall accrue.
  4. Serving in an appointed Union position.

The employee may return from a leave of absence to the same position, if available.

- C. Without pay (seniority accumulates)
1. Military - voluntary or involuntary.
- D. With pay, chargeable to sick leave
1. Days may be use din cases of serious illness of the immediate family (which is to include: spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, grandmother, grandfather or grandchild).
  2. Three (3) days per year may be used for business that cannot be conducted outside the school day or week.
- E. Without pay for a period not to exceed one (1) year (seniority does not accumulate)
1. Family hardship.
  2. Serving in an elected position.
- F. Funeral Leave - in case of death in the immediate family, three (3) days may be used with full pay and not chargeable to sick leave.
- G. Unpaid Personal Leave Days - unpaid personal leave ("loss of pay") days may be approved on a case-by-case basis only for emergencies or other extraordinary reasons, provided:

1. The bargaining unit member has used all of his/her paid personal business leave days; and
2. The bargaining unit member has applied for the day(s) in the same manner and under the same timelines as for paid leave days.

The approval of such unpaid days is at the discretion of the Employer.

- 16.2 All leave request shall be in writing and shall state the exact date on which the leave begins and the exact date on which the employee is to return to work. Leave requests must be submitted three (3) school days prior to the commencement of leave with pay.
- 16.3 Employees shall accumulate sick leave at the rate of one (1) day for every twenty-two (22) days compensation with a maximum of twelve (12) days per year. Maximum accumulation shall be nine (9) times the days possible to accumulate in one (1) year. Those employees exceeding their maximum accumulation of sick days will be paid 35% of their unused sick days exceeding the maximum accumulation.
- 16.4 Probationary employees are ineligible for leaves of absence or sick leave.
- 16.5 Part-time employees are eligible for pro-rata sick leave at the same pro-rata as compensation.
- 16.6 Sick leave days may be used for personal illness or other appropriate reason as provided under leaves of absence.
- 16.7 An employee making claim for sick leave pay which the Board considers excessive or abusive may be required to take a physical examination by a physician of the Board's choice without cost for the employee.
- 16.8 In order to make claim for sick leave pay, an employee must have notified his immediate supervisor at least one (1) hour prior to commencement of his working period.
- 16.9 An employee on separation after five years or upon retirement shall receive 50% of his accumulated sick days at the prevailing rate. Employees who are discharged will not receive the sick day payout.

## **ARTICLE 17 - RATES FOR NEW JOBS**

When a job is created, the Board will notify the Union of the classification and rate structure prior to its becoming effective.

## **ARTICLE 18 - ASSIGNMENT FOR TEMPORARY VACANCY**

- 18.1 Assignments will be granted to the senior employee that possesses the skills and abilities to meet the requirements of the temporary vacancy as defined in

Article 3.2.A. Employees, placed in temporary assignments will receive written notification of the assignment and will receive the rate of pay of the higher classification for hours worked when filling the temporary vacancies.

- 18.2 The Employer may hire temporary employees. A temporary employee is one who works less than an average of ten (10) hours per week during the school year and not more than ninety (90) days during the time when school is not in session, providing he/she is qualified. Bargaining unit members shall be given due consideration in the filling of summer vacancies. In order to be offered summer work, employees must notify the Employer in writing prior to May 25 of his/her desire to work during the summer vacation.

## ARTICLE 19 - OVERTIME AND THE EQUALIZATION OF OVERTIME HOURS

- 19.1 Each employee who wishes to perform overtime work shall notify the employer of such interest in writing. Overtime shall first be offered to the most senior qualified employee within the building and classification where the overtime is needed. The overtime created by athletic events shall be covered by the grounds/maintenance job description. If the most senior employee refuses the overtime, then the work will be offered to the next most senior qualified employee and so on until the overtime rotation list, comprised of all employees wishing overtime in order of seniority, has been completed. The Employer shall move to the next place on the overtime rotation list when new overtime is available. In the event that no qualified employee accepts the overtime, the Employer may assign it to the least senior, qualified employee, involuntarily.
- 19.2 Compensatory time shall be used only by mutual agreement with the employee and the superintendent.
- 19.3 Substitute and supervisory employees are not eligible for overtime and/or extra trips except in emergencies.
- 19.4 Overtime shall be compensated at the rate of time and one-half (1 1/2) of the regular hourly pay for all time worked in excess of eight hours in one day, or forty (40) hours in one week. All overtime on Sundays and holidays shall be compensated at two (2) times the employee's regular hourly pay for all hours worked.
- 19.5 Extra trip rotation will be established at the beginning of each school year. The basis for this rotation will be seniority and application by the driver. Equalization will take place by the hour commencing April 1<sup>st</sup>, according to the following conditions:
- A. Any driver refusing four (4) consecutive trips will be dropped from the list for the balance of the school year.
  - B. Extra trip tickets must be turned in to the transportation director before completing the next regular bus route trip or the driver will forfeit the next regular extra trip for which the driver would qualify.

- C. A driver accepting an extra trip and then canceling will forfeit the next extra trip for which the driver would qualify.
- D. Drivers that have another position in the school system, including kindergarten or vocational education routes, will not be eligible for extra trips that overlap with other duties. Drivers so affected will not be charged for the trip.
- E. Drivers failing to return the bus unit in a reasonably clean condition will be suspended from eligibility of the next scheduled trip.
- F. If an extra trip is canceled two (2) hours or more prior to the scheduled departure, and the driver is notified, the driver is then eligible for the next available trip and the driver will not be compensated for the canceled trip. If the driver is not notified, the driver will be compensated for three (3) hours and will be charged for the trip in the regular manner.
- G. Extra trips of more than 375 miles will have two (2) drivers assigned.
- H. On extra trips drivers will receive two (2) times their extra trip rate for the first hour if the extra trip causes the driver to miss his/her regular run. The hourly rate shall be improved the same percentage as the salary schedule.

## ARTICLE 20 - WORKING CONDITIONS

- 20.1 The following schedule shall be used to determine working hours and shift premium:
- A. **Custodial/Maintenance and Mechanics**
    - First Shift - Any employee who starts his/her shift between 5:00 am and 10:30 am shall be considered a first shift employee. The shift shall include a half hour (1/2) lunch period and two (2) fifteen (15) minute breaks.
    - Second Shift - Any employee who starts his/her shift between 10:30 am and 8:00 pm shall be considered a second shift employee. The shift shall include a half hour (1/2) lunch period and two (2) fifteen (15) minute breaks.
    - Third Shift - Any employee who starts his/her shift between 8:00 pm and 5:00 am shall be considered a third shift employee. The shift shall include a half hour (1/2) lunch period and two (2) fifteen (15) minute breaks.
  - B. Cafeteria - Cafeteria personnel shift shall be between the hours of 5:00 am and 3:00 pm with a half hour (1/2) lunch period and two (2) fifteen minute breaks. The shall be hourly employees with no shift premium.
  - C. Secretary and Aide Classification - Secretary and Aide personnel's normal working day shall be seven and one-half (7 1/2) hours. They shall be hourly employees. A half hour (1/2) lunch period and two (2) fifteen (15) minute breaks shall be scheduled. There will be no shift premium. Aides will not be required to take over a classroom except in an extreme emergency.
  - D. Transportation - Normal working day for bus drivers will be two (2) scheduled round trips per school day. These will be carried out between

the hours of 6:30 am and 5:00 pm. They shall be paid by the trip, with no shift premium. All bus units will be kept at the school. Drivers duties will include pre-trip and post-trip inspections, fueling off-site or when no one is available, and the daily sweeping of their bus unit.

- 20.2 An employee reporting for overtime shall be granted a minimum of two (2) hours pay at the rate of time and one half (1/2).
- 20.3 All lunch periods and rest periods shall be scheduled by the Board. Lunch breaks shall be unpaid and employees may be required to punch in and out for lunch breaks. All lunch periods are duty-free.
- 20.4 Part-time employees shall be entitled to a pro-rata lunch and rest period.
- 20.5 All employees must submit a "Pay Record Card" bi-weekly to the finance office for payroll purposes.
- 20.6 Overtime - see Article 19.
- 20.7 When an employee is absent for less than twelve (12) days, their position shall first be filled by a current employee on a rotational basis from within the classification and building. A maximum of one (1) such move per building per classification shall be allowed. Employees within the classification are responsible to maintain the rotation list.

## ARTICLE 21 - HOLIDAY PROVISIONS

- 21.1 Holiday pay shall be at the regular rate of pay according to the following schedule for seniority employees who are compensated for the last scheduled working day before and the first scheduled working day after the holiday.

Job Classification

Cafeteria, School year Office/  
Clerical/Aides, Transportation

Custodial/Maintenance/Mechanics,  
Full Year, Office/Clerical/Aides

Paid Holidays

New Year's Day  
Good Friday  
Christmas Day  
Labor Day  
Thanksgiving Day  
Friday after Thanksgiving  
Memorial Day

New Year's (2)  
Christmas (2)  
4<sup>th</sup> of July (2)  
Easter Monday  
Labor Day  
Memorial Day  
Thanksgiving Day  
Friday after Thanksgiving  
Good Friday

- 21.2 Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday. By mutual agreement, holidays can be moved.
- 21.3 Part-time employees shall receive holiday pay on the same pro-rata basis as their compensation.
- 21.4 Severe Weather Days - Cafeteria, Aides, Transportation need not report. (See also Article VII - Special Conferences)

Custodians Maintenance and Mechanics should report to work. Custodians who report to work on severe weather days shall receive 110% of their pay while custodians who do not report on severe weather days will receive 70% of their pay. They should report during their shift if conditions permit.

Secretaries will report on demand only - with hours compensated with future release time.

The 110% will not be paid while school is in session or on delayed start days. The first two (2) days per school year shall be covered under the aforementioned language. Additional severe weather days shall not be paid and employees must make up said days, with pay, at a mutually agreeable time. If the District does not notify employees of the school at least one hour prior to employees starting time, 45 minutes in the kitchens, the employee shall receive two (2) hours' pay. The parties agree to immediately commence negotiations should the law change affecting severe weather day.

## ARTICLE 22 - VACATION ELIGIBILITY

- 22.1 An employee will earn credit toward vacation with pay from their date of hire in accordance with the following schedule:

<u>Job Classification</u>	<u>Paid Vacation Accumulation</u>	
School Year Employee	one (1) week pay in lieu of vacation	
Full Year Employee	1 <sup>st</sup> year of employment	five (5) days
	2 <sup>nd</sup> year of employment	ten (10) days
	3 <sup>rd</sup> year of employment	ten (10) days
	4 <sup>th</sup> year of employment	ten (10) days
	5 <sup>th</sup> year of employment	ten (10) days
	6 <sup>th</sup> year of employment	ten (10) days
	7 <sup>th</sup> year of employment	fifteen (15) days
	8 <sup>th</sup> year of employment	fifteen (15) days
	9 <sup>th</sup> year of employment	fifteen (15) days
	10 <sup>th</sup> year of employment	fifteen (15) days
	11 <sup>th</sup> + year of employment	twenty (20) days

- 22.2 Part-time employees shall receive vacation eligibility on the same pro-rata basis as their compensation.



- 22.3 Personal leaves of absence shall not count as time worked toward vacation eligibility.

### **ARTICLE 23 - VACATION PERIODS AND PAY**

- 23.1 Vacations will be granted upon the application by the employee upon mutual agreement of the Board and the employee.
- 23.2 When a holiday is observed by the Board during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- 23.3 A vacation may not be waived by an employee and extra pay received for work during that period (school year employees excepted).
- 23.4 If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- 23.5 Rate During Vacation: Employees will be paid their current rate based on their regularly scheduled day while on vacation, and will receive credit for any benefits provided for in this Agreement.
- 23.6 Custodians can take vacations while school is in session, one per building, by mutual consent for not more than five (5) days.

### **ARTICLE 24 - INSURANCE**

- 24.1 The Board of Education shall grandfather all current eligible employees for existing insurance benefits under the present contract for the duration of their employment with the Mayville Community Schools fully paid by the Board, providing said employees do not voluntarily reduce their work hours to less than four (4) hours per day.
- 24.2 Employees hired after July 1, 2000 who work thirty two (32) hours per week shall be eligible for complete insurance benefits full paid by the Board under Plan A or Plan B, as follows:

Plan A Employees Electing Health Insurance		Plan B Employees Not Electing Health Insurance	
Health	Super Care I (includes \$5,000 with AD&D)		
Long Term Disability	50% \$2,000 Maximum 90 Calendar Days – Modified fill Maternity Coverage Pre-existing Condition Waiver Freeze on offsets Alcohol/Drug Waiver – Same as any other illness Mental/Nervous – Same as any other illness Two year own occupation	Long Term Disability	50% (Same as above)
Negotiated Life	\$10,000 with AD&D	Negotiated Life	\$15,000 with AD&D
Vision	VSP-3	Vision	VSP-3
Dental	80/80/80:800 (\$1,000 Maximum for Class I and II) Plan year – July 1 through June 30	Dental	100:90/90/90:1500 (\$1,000 Maximum for Class I and II) Plan year – July 1 through June 30

- 24.3 Double coverages are not permitted. (Applicable to employees hired after July 1, 1983.
- 24.4 Employees who qualify and who elect not to subscribe to health, dental or vision insurance shall receive \$10,000 worth of term life insurance paid by the Board of Education.
- 24.5 Employees cannot exercise this benefit in more than one (1) classification.
- 24.6 Probationary employees shall become eligible for insurance benefits after thirty (30) working days.
- 24.7 Employees working at least twenty (20) hours per week and less than thirty-two (32) hours per week shall have the dental and vision plan in effect in Plan A paid by the Board.

## ARTICLE 25 – NEGOTIATION PROCEDURES

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be subject to negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matter.

- 25.1 At least sixty (60) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement, covering hours, terms and conditions of employment.
- 25.2 In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the

membership of the Union, but both parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.

- 25.3 During the life of the Agreement, the Board and Association agree that once during each contract year each party may raise one contractual issue to be discussed through the negotiation process. Additional issues may be discussed in a similar fashion by mutual agreement.

## ARTICLE 26 – WORK INTERRUPTIONS

The parties to the Agreement mutually recognize that the services performed by the Agreement are services essential to public welfare. The Union therefore agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment.

Any violation of the foregoing may be made the subject of disciplinary action or discharge from employment or cancellation of this Agreement by the Board.

## ARTICLE 27 – COMPENSATION

All compensation shall be computed according to the following schedules:

27.1

CLASSIFICATION	RATE	
	2000-2001	2001-2002
TRANSPORTATION BUS DRIVERS	2.5%	2.75%
Regular Run	\$15.81	\$16.24
Kindergarten Run	\$17.93	\$18.42
Extra Trips	\$11.35	\$11.66
Tuscola Tech Center Run	\$11.35	\$11.66

Bus drivers whose buses break down receive a payment of one-half (1/2) of a regular run if they are one (1) hour or more late (must be requested).

The pay rate for bus drivers for attending required training classes, drug testing, and for washing buses shall be the current hourly wage paid for temporary custodians.

27.2

CLASSIFICATION	RATE	
	2000-2001	2001-2002
	2.5%	2.75%
Cafeteria	\$10.99	\$11.29

Head +\$.15 per hour

Elementary crew Leader +\$.10 per hour  
 Certified cooks shall receive an additional \$75 per year, to be paid by November 1 each year.

27.3

CLASSIFICATION	RATE	
	2000-2001	2001-2001
	2.5%	2.75%
Aides	\$10.99	\$11.29

Playground +\$.15 per hour.

27.4

CLASSIFICATION	RATE	
	2000-2001	2001-2002
	2.5%	2.75%
Secretaries	\$10.99	\$11.29

Bookkeeping Internal & Hot Lunch +\$.10 per hour

27.5

CLASSIFICATION	RATE	
	2000-2001	2001-2002
CUSTODIAL/MAINTENANCE	2.5%	2.75%
Custodians	\$12.80	\$13.15
Mechanic	\$13.62	\$13.99

Second shift +\$.15 per hour

Third shift +\$.22 per hour

Bus mechanics that satisfactorily complete the mechanics certification as prescribed by the state, shall have .40 cents per hour added to their base rate of pay.

27.6 New Hire Employees - \$.20 below scale for 120 working days.

All newly hired aides and cooks hired after July 1, 2000 shall be paid \$7.50 per hour for the 2000-2001 school year and in the 2001-2002 school year, \$7.71 per hour.

27.7 Employees who are approved to use their own automobile in pursuance of their work shall be paid a mileage at the prevailing rate set by the School Board.

27.8 Regular bus drivers who substitute on another run than their normal run will be paid at the regular run salary.

27.9 Bus drivers will be eligible for a minimum of one quarter (1/4) hours of extra trip salary if they are required to take home students not on their regular route and after completion of regular route. If time exceeds one quarter (1/4) hour they will be paid for actual time spent.

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**ARTICLE 28 – SENIORITY OF OFFICERS**

- 28.1 The President and five (5) Association representatives shall have super seniority.
- 28.2 Seniority exercised under this provision shall be in effect only at times of layoff and recall.
- 28.3 Employees with super seniority shall not be laid off.
- 28.4 If an employee possesses super seniority and has his/her position eliminated, said employee shall displace any position within his/her classification, with less seniority.
- 28.5 In the event the employee possessing super seniority does not have more seniority than anyone else, in his/her classification, he/she shall displace upward one position on the seniority list.

**ARTICLE 29 – CUSTODIAL ASSIGNMENTS**

Whenever possible, custodial employees shall remain in their regularly assigned buildings during the school year.

**ARTICLE 30 – BUS DRIVER LICENSE**

The Employer will pay the actual cost of additionally required licenses for bus drivers in excess of their chauffeur license including physicals beyond what the employee's health insurance covers up to a maximum of \$75.00 and for road tests for employees.

**ARTICLE 31 – BULLETIN BOARDS AND USE OF FACILITIES**

- 31.1 Bulletin boards and other established media of communication shall be made available to the Union and its members. However, all articles submitted should have the letterhead of the Union, and prior inspection (not necessarily approval) of the supervisor.
- 31.2 The Local Chapter may, upon proper request, be permitted the reasonable use of school facilities for local meetings following the same procedures as other school-related organizations.


**ARTICLE 32 – MECHANIC UNIFORMS**

The Employer will supply mechanics with five (5) uniforms per year including one pair of OSHA approved steel toe work boots.

**ARTICLE 33 – DURATION OF AGREEMENT**

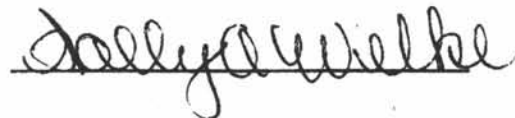
The Agreement shall be in effect as of July 1, 2000, and shall continue in effect through June 30, 2002.

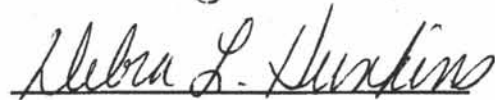
**BOARD OF EDUCATION**

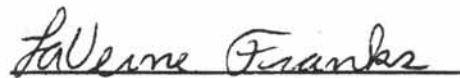
**MAYVILLE SCHOOL EMPLOYEES**

 president









**GRIEVANCE REPORT FORM**

**MAYVILLE COMMUNITY SCHOOLS**

Grievance # \_\_\_\_\_

Distribution of Form: Superintendent (1)  
Supervisor (3)  
Association Rep (1)  
Grievant (1)

\_\_\_\_\_  
Job Classification

\_\_\_\_\_  
Location

\_\_\_\_\_  
Name of Grievant

\_\_\_\_\_  
Date

Step 1

A. Date and cause of grievance \_\_\_\_\_

B. Statement of grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

C. Disposition by Supervisor \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

D. Position of grievant and/or Association representative \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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Step 2

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

B. Disposition by Superintendent \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Position of Association Representative \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Step 3

A. Date received by Secretary of Board \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



