

7039

6/30/97



CHIPPEWA VALLEY SCHOOL DISTRICT
19120 CASS AVENUE CLINTON TOWNSHIP, MI 48038

1994 - 1997

MASTER AGREEMENT

BETWEEN THE

CHIPPEWA VALLEY BOARD OF EDUCATION

and the

CHIPPEWA VALLEY

SUPPORT PERSONNEL ASSOCIATION

C.V.S.P.A.

CUSTODIAL/MAINTENANCE/GROUNDS

TRANSPORTATION AND CAFETERIA EMPLOYEES

1994-95

1995-96

1996-97

Chippeawa Valley School

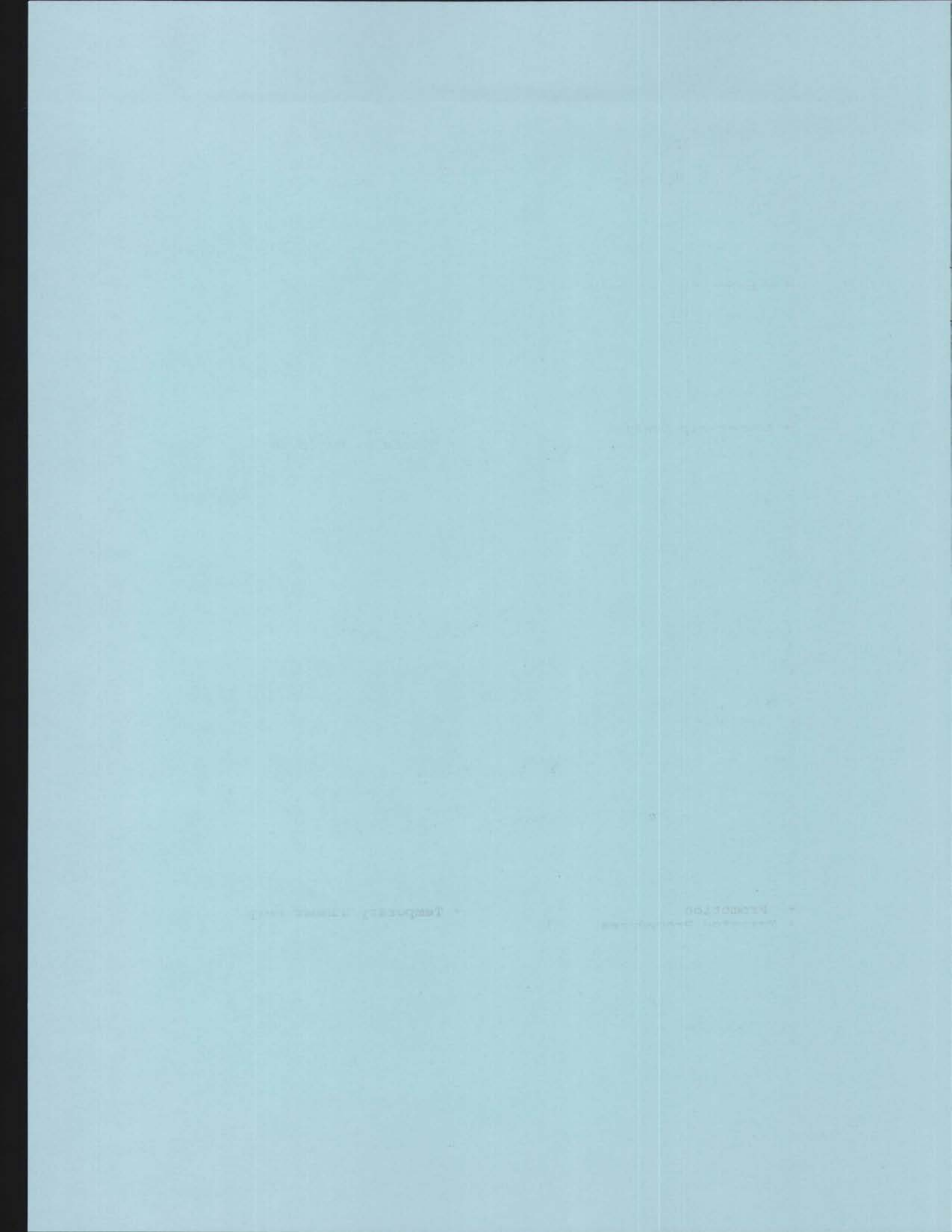


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PREAMBLE

This Agreement entered into this eighth day of August, 1994 between the Chippewa Valley Board of Education, hereinafter referred to as the "Employer" and the Chippewa Valley Support Personnel Association, MEA/NEA (CVSPA), hereinafter referred to as the "Association." All terms and conditions of employment specified in this contract apply only to those members of the Association that are employees of the Chippewa Valley Board of Education.

PURPOSE AND INTENT

The purpose of this Agreement is to assure adequate and dependable custodial, maintenance, transportation, cafeteria and warehousing services to the Chippewa Valley School District, to set forth terms and conditions of employment, to promote orderly and peaceful labor relations, to protect the interest of the public, the employees, and the Board of Education.

The Parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the employer included in the bargaining units herein described. The bargaining unit includes the following permanent, full-time and part-time employees, Custodian, Elementary Head Custodian, Middle School Head Custodian, High School Head Custodian, Skilled Maintenance, General Maintenance, Grounds Leader, Grounds II, Groundsman, Head Custodian/Warehouse, Warehouse Helper, Laborer, Head Mechanic, Mechanic, Bus Driver, Central Kitchen Coordinator, Central Kitchen Assistant, High School Lead Server, Middle School Lead Server, Elementary School Lead Server, Elementary Cashier/Helper, Kitchen Helper, and Food Handler/Custodian, excluding but not limited to: Supervisors, Coordinators, Directors, Substitutes, seasonal and any other temporary or part-time employee(s), as well as any other non-certified and certified personnel not herein named.
- B. The Parties mutually recognize that the Employer's nature of the operations of a public school district necessitates that certain positions be for less than a full twelve month period each year and further, that during the summer months when school is not in session a limited part of the total work force may consist of seasonal employees as outside employees, and finally, in some full time positions under extreme circumstances it could become necessary to employ a substitute on a day to day basis. To distinguish these various positions, the following definitions are agreed upon.
1. Seasonal and Temporary Employees - All persons employed on an hourly basis for seasonal work, including summer catch-up work and for special non-recurring projects at any time during the year shall be considered as seasonal employees and not entitled to receive any of the benefits under this Agreement. They shall be compensated on an hourly basis which shall be determined by the Employer. Special non-recurring projects shall include but not be limited to Acts of God, disasters, and situations of emergency, etc.. This is an employee(s) who provides services when help is required and said job assignment or position is not of a permanent nature.
 2. Substitute Employee - A person who takes the place of an employee on a non-permanent, day-to-day basis, until the regularly assigned employee returns or is replaced.

3. Permanent Full-Time Employee - A "full-time" employee as described herein is defined as someone who works at least ten months per year for the employer at eight (8) hours per day, five days per week on a permanent basis.
 4. Permanent Part-time Employee - Part-time employees shall be defined to mean those who work less than eight (8) hours per day on a permanent basis.
 5. Regular Employees - Employee(s) who work on a regular permanent assignment on a ten (10) or twelve (12) month basis (e.g. bus drivers, custodians and cafeteria, etc.).
 6. Student Employees - It is recognized that several cooperative work-education programs in the schools are a valuable and necessary experience to the educational welfare of our students and that the hiring of temporary employees referred to as students in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this agreement entered into between the Parties do not apply to these temporary student employees.
- C. The term "Employee" when used herein shall refer to Employees included in the bargaining unit as set forth in the paragraphs above and references to male Employees shall include female Employees.
- D. The term "Board" when used herein shall refer to the Chippewa Valley Board of Education.
- E. The term "Employer", or "Administrator" when used herein shall refer to Central Office Administrators, Principals, Assistant Principals, Directors, Supervisory or any other Administrative personnel who may be authorized by the Superintendent or the Board of Education.

ARTICLE II - AGENCY SHOP

To the extent that the laws of the State of Michigan permit, it is agreed that

- A. Each seniority employee who, on the effective date of the Agreement, is a member of the Association and has authorized dues deductions shall do so with the understanding that the deductions shall continue for the length of the contract unless a written request to discontinue dues deduction is sent to both the employer and President of the Association.
- B. Present seniority employees, employees hired (except

probationary), rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Association or pay a service fee (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) up to but not to exceed the amount equal to the monthly dues on or before the 30th working day after their probationary period or the beginning of their employment in the unit or before the 10th working day following the 30th work day following the effective day of this Agreement.

- C. During the term of this Agreement, any seniority employee in the bargaining unit who is not an Association member and does not make application for membership shall, as a condition of employment, on or before the 30th working day after their probationary period, or the effective date of this Agreement, pay to the Association a service charge (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) up to but not to exceed the amount equal to the monthly dues as a service fee. Employees who fail to comply with this requirement shall be subject to discharge by the Board when the Association has complied with Section D below.
- D. In the event a permanent, (as defined in the Recognition Clause) employee does not join the Association either directly or through a voluntary deduction authorization or service charge as indicated above, such employee shall be terminated, provided the Association has complied with the following:
1. Fulfillment of the requirements of Section G of this Article.
 2. Fulfillment of its fiduciary obligations by sending written notice to the employee that he/she has an obligation to tender dues or service fee (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.), the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice must be sent to the Board/Employer.
 3. Fulfillment of its responsibility by sending written notice to the employee (copy to the Board/Employer) that the employee has not fulfilled his/her obligation by the requisite date or reasonable period of time thereafter, and that a request for his/her termination is being made to the Board.
 4. By stating in the request for termination that such request is in conformance with the provision of this

Article, that the employee(s) has not complied with his/her obligations, that it is an official demand of the Association to request the discharge of said employee(s) and that the "SAVE HARMLESS" clause set forth in Section F below shall be put into effect.

5. Providing the Association has furnished the Board with written proof that the foregoing procedure has been followed or has supplied the Board with a copy of the notice to the employee and notice that the employee has not complied with such request, the Association must further specify the following by written notice when requesting the Board to discharge the employee.

"The Association herewith certified that the following named employee(s) are not in good standing with the Association because of their failure to tender or pay the periodic dues uniformly required as a condition of acquiring and/or retaining membership in this Association or a service fee (as stated above). The suspension from good standing of the named employee(s) occurred under a uniformly applied suspension policy of the Association."

- E. Employees shall be deemed to be members of the Association, within the meaning of this section, if they are not more than sixty (60) days in arrears in payment of membership dues. Employees will be required to pay Association dues or service fee for the months worked.
- F. The Association and the Michigan Education Association (MEA) agrees to indemnify and save the Board, each individual school Board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administration agency costs that may arise out of, or by reason of, action taken or not taken by the Employer and/or the Board for the purpose of complying with this Article.
 1. The Association shall, when the Board/Employer is sued individually or jointly, make available, competent legal counsel for such defense at the expense of the Association. The Employer/Board reserves the right to also have legal counsel of their choice.
- G. The interpretation, application, administration, and enforcement of this article shall be in accordance with the requirements of the Labor Management Relations Act of 1974, as

amended, and to the extent that it does not conflict with any Federal or State Laws.

- H. The Parties recognize that any employee may exercise his/her choice of either to join the Association or pay a service fee.
- I. The Board/Employer shall establish such guidelines and procedures as it deems appropriate and necessary for all Parties to follow whenever this article is being invoked against any employee.

ARTICLE III - ASSOCIATION DUES AND CHECK OFF

- A. Employees may tender the monthly membership dues or service fees (not including fines or assessments, etc.) by signing a payroll authorization dues deduction card or may pay the same directly to the Association.
- B. The Employer agrees to make monthly collection of Association dues or service fees (not including fines or assessments, etc.) for any employees submitting a signed payroll deduction authorization (see Section E below) to the Employer and to pay over to the Association the total amount thus deducted for all such employees.
- C. **DEDUCTIONS:** Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction" forms together with the provisions of this Agreement. The employer shall have no responsibility for the collection of initiation fees, reinstatement fees, assessments, fines, penalties, or any other deductions not in accordance with this Section.
- D. **ASSOCIATION NOTIFICATION TO THE BOARD:** The Association shall notify the Employer in writing of any membership dues certified by the Association as the uniform dues or service fees required of the bargaining unit members.
- E. **DELIVERY OF EXECUTED AUTHORIZATION OF PAYROLL DEDUCTION FORM:** A properly executed copy of such "Authorization for Payroll Deduction" form for each employee for whom Association membership dues or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter for those forms properly executed and in effect. Any "Authorization for Payroll Deduction" form which is incomplete or in error will be returned to the Association Local President by the Employer.
- F. **WHEN DEDUCTION BEGINS:** Payroll deductions under all properly executed "Authorization for Payroll Deduction" forms shall

become effective at the time the application is tendered to the Employer and shall be deducted from the succeeding month and each month thereafter.

- G. **REFUNDS:** In cases when a deduction is made that duplicates a payment that an employee already has made to the Association or in any other situation that a refund is demanded, said refunds will be made by the Association.
- H. **REMITTANCE OF DUES TO FINANCIAL OFFICER:** Deduction for any calendar month shall be remitted by the Employer to the designated financial officer of the Association as soon as possible after the appropriate pay period. The Employer will endeavor to remit dues within thirty (30) days after the pay period.
- I. **TERMINATION OF PAYROLL DEDUCTIONS:** An employee shall cease to be subject to payroll deductions beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke his "Authorization for Payroll Deduction" upon written notice to the Employer and the Association.
- J. **LIST OF MEMBERS PAYING DUES DIRECTLY:** The Association will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues or service fees directly to the Association. Thereafter, the Association and Employer will furnish each other a monthly list of all changes, if and when necessary.
- K. **DISPUTES CONCERNING PAYROLL DEDUCTIONS:** Any dispute between the Association and the employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for payroll deduction form shall be reviewed with the employee, representative of the Association and the designated representative of the Employer.
- L. **LIMIT OF BOARD'S LIABILITY:** The Board/Employer shall not be liable for any errors or losses in the administration of this Article. The Board/Employer shall not be liable for the remittance of payment of any sum other than those constituting actual deductions made from wages earned by the employees. Further, MEA and the Chippewa Valley Support Personnel Association shall protect, indemnify and save the Board/Employer harmless against any and all claims, demand, costs, suits, and any other forms of liability that may arise out of or by reason of, action taken or not taken by the Board/Employer for the purpose of complying with this Article.

ARTICLE IV - REPRESENTATION

- A. There shall be four (4) representation departments within the bargaining unit consisting of:
1. Custodial - Two (2) Representatives
 - a. Custodian
 - b. Elementary Head Custodian
 - c. Middle School Head Custodian
 - d. High School Head Custodian
 - e. Warehouse/Head Custodian
 - f. Warehouse Helper
 2. Maintenance and Grounds - One (1) Representative
 - a. Skilled Maintenance
 - b. General Maintenance
 - c. Grounds Leader
 - d. Grounds II
 - e. Groundsman
 - f. Laborer
 3. Mechanics and Transportation - Three (3) Representatives
 - a. Head Mechanic
 - b. Mechanic
 - c. Bus Driver
 4. Food Service - Two (2) Representatives
 - a. Central Kitchen Coordinator
 - b. Central Kitchen Assistant
 - c. High School Lead Server
 - d. Middle School Lead Server
 - e. Elementary Lead Server
 - f. Elementary Cashier/Helper
 - g. Kitchen Helper
 - h. Food Handler/Custodian
- B. The Association will furnish the employer with the names of its Association Representative(s) and alternate when elected and such changes as may occur from time to time in such personnel so that the employer may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the employer has received written notice of changes from the Association, it shall not be required to deal with such employees purporting to be Association Representatives.
- C. If the Association is required to go into another building other than his/her own in the handling of a grievance, the

Principal/Administrator at both buildings (or all buildings involved) must be notified. Permission will be granted provided that it does not unduly interfere with or interrupt or affect normal work or school operation or assigned duties. It is the responsibility of the above-mentioned Association Representatives to report to the building Principal/Administrator before their conference with any employee. If, in the opinion of the Principal/Administrator or the immediate Supervisor of the Association member, such Association activity is interfering with classroom activity or assigned duties, such Association activities will be postponed.

- D. Except as set forth above, no Association Representative or any other employee shall be granted time off for the purpose of handling Association matter, affairs, or grievances unless specific permission has been granted by the Supervisor or Principal.
- E. Neither the Association nor any of the officers nor any Association Representatives nor any other representatives or employees shall advise or direct employees to disregard the instructions and/or directions of the Employer.

ARTICLE V - AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization, or any individual acting on behalf of such group or organization, which purports to engage in collective bargaining or make agreement with any such group or organization, or individual acting on behalf of such group or organization, for the purpose of undermining the Association.

ARTICLE VI - SENIORITY

A. Probationary Employees

New employees hired in a permanent position, other than substitutes and temporary employees, shall be considered as probationary employees for the first sixty (60) working days of their job assignment; however, new employees hired between June 1 and August 15 of any year may have their probationary period extended thirty (30) working days (excluding cafeteria employees and bus drivers). The probationary period may be extended for any absences during that period by the amount of said absences. The following provisions shall apply to all probationary employees. Days worked in the month of June will apply towards completion of probation period.

1. During this period of probationary employment, probationary employees may be laid off or discharged as exclusively determined by the Board and shall not be subject to the grievance procedure.
 2. There shall be no seniority among probationary employees.
 3. The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay wages, hours of employment and other conditions of employment as set forth in this Agreement, except discharge and discipline of employees for other than Association activity. It is understood that 10-month employees will not accumulate time toward the completion of their probationary period during the summer when school is not in session.
 4. Probationary employees shall be eligible for fringe benefits earned and provided for in this Agreement only at the successful completion of their probationary period.
- B. Seniority shall be by classification and in accordance with the employee's effective date of hire.
1. When more than one employee is hired on the same day, seniority shall be identified by the lottery. Affected employees shall be notified of the lottery and invited to attend.
 2. Seniority shall be counted on a school district wide basis within the individual's job classification. Employees moving from one job classification to another shall retain district wide seniority accrued in any other classification or department but not transfer said classification seniority into their new classification.
- C. Seniority Lists
1. Seniority lists will show the names, job titles, date of hire, district seniority, and all seniority by classification of all employees of the unit entitled to seniority.
 2. The employer will keep the seniority lists up to date and will provide the President with copies from time to time, if requested.
 3. The employer will notify the Association within ten (10) working days in writing of all employees who have successfully completed their probationary period.

D. Loss of Seniority

An employee shall lose his/her seniority and terminate their service with the Chippewa Valley School District for the following reasons:

1. Employee voluntarily leaves employment.
2. Employee is discharged and the discharge is not reversed through the Grievance Procedure.
3. Employee is absent three (3) consecutive working days in any one (1) year without notifying and/or receiving permission from the employer. Exception to this rule may be made by the Superintendent/Designee and provided notification is given to the employer representatives and reasons are acceptable to the employer.
4. Employee does not return to work when recalled from lay-off as set forth in the recall procedure, unless an extension has been granted.
5. If the employee overstays a Leave of Absence for any reason, as herein provided, unless extension has been granted. Exception to this rule may be made by the Superintendent/Designee.
6. Retirement at any age.
7. Involuntary lay-off for two (2) years or length of work service in the District, whichever is shorter.
8. If the employee gives false reasons for a Leave of Absence or engages in any other employment during any leave without permission of the employer.
9. Any employee who falsifies information on his/her application for employment even if the falsity may come to light sometime after the employee's date of hire or date of acquiring seniority.
10. Effective July 1, 1981, any employee who is absent more than ten (10) unpaid workdays shall have their seniority date adjusted by the number of days in excess of ten (10) that they are absent without pay. Effective July 1, 1987, any employee who is absent more than five (5) unpaid work days per year shall have their seniority date adjusted by the number of days in excess of the five (5) days per year that they are absent without pay. This provision is not intended to conflict with the seniority provisions outlined in Article X. No adjustments in the

seniority date may be made as a result of absences which occurred prior to July 1, 1981.

In the event the deduction does not total one full day, the number of unpaid hours will be divided by the number of hours the employee is scheduled to work for that school year and the resulting number will be rounded to the nearest tenth. This will begin with those employees who have an asterisk next to their name on the seniority list dated July 30, 1987.

Effective July 1, 1990, no adjustments in the seniority date may be made for days that are a part of a maternity disability or medical leave of absence of at least ten (10) days from initial date of absence. Each occurrence has a maximum of eight (8) weeks without adjustment.

E. Physical Examination

A physical examination if required by the employer, will be arranged with a physician selected by the Board. Examination will be at Board expense. If an employee fails the physical examination, it may be optional for the employee to be examined by his/her personal physician at his/her expense. This examination must follow the State of Michigan physical examination requirements.

If a conflict of opinion results, the employee may submit to a third impartial physician, mutually agreeable by the employee and the Board. The expense for such an examination will be borne equally by the employee and the Board. The opinion of the mutually agreed to physician shall be binding on the Parties. Once an employee files a Workers Compensation claim against the school district, the above will be suspended and the provisions of the Workers Compensation law will prevail.

The School District may, in its sole discretion and at its cost, require that employees submit to such tests and examinations, including drug and/or alcohol testing, (if there are specific tests defined in the Omnibus Transportation Employees Testing Act of 1991, those tests will be the tests used under this Section) by a School District-appointed physician, clinic, hospital, nurse, technician or other qualified professional, when in the School District's judgment, such examination is necessary to determine if an employee can perform the essential job duties of his/her position, or to determine reasonable accommodations necessary to permit him/her to perform the essential job duties, or when such examination is otherwise job-related and consistent with business necessity. In addition, the employee shall sign such

documents and medical release forms requested by the School District in order to secure from the employee's physician, hospital, clinic, psychologists, etc., all of his/her pertinent records, related to the above.

- F. Probation in one classification or department does not count towards probation in another classification or department.
- G. The Superintendent/Designee may at his/her discretion make exception to the above-stated rules if mutually agreed to by both the Association President and the Employer.

ARTICLE VII - DISCHARGE AND DISCIPLINE

- A. The Parties recognize that in the interest of efficient operations of the school district the employer has the right to discipline and discharge employees for just cause. The employer shall inform the employee of the reasons for the discipline and/or discharge and afford the employee Association representation if requested.
- B. The employer agrees upon the discharge or suspension of a seniority employee to notify in writing the President of the Association of the discharge or suspension.
- C. The discharged or suspended employee will be allowed to discuss the discharge with the Association representative of the department and the employer will make available an area where they may do so before said employee is required to leave the property of the employer. Upon request, the employer or its representative will discuss the discharge or suspension with the employee and the Association representative.
- D. If the seniority employee or Association representative believes the discharge or suspension to be improper, they must file a written request for a review of this matter to the Superintendent/Designee. This request must be filed within two (2) regularly scheduled working days after the discharge or suspension is received by the employee or Association Representative. A meeting to hear this matter shall be scheduled within ten (10) working days of the written request.
- E. The Superintendent/Designee shall give his/her answer within five (5) regularly scheduled working days after the hearing is indicated in Section D above.
- F. If the answer is not acceptable to the seniority employee, the matter may be referred to the grievance procedure commencing at Step Three within five (5) working days of the answer given by the Superintendent/Designee.

- G. All concerns and complaints regarding any discharge or suspension of seniority employees must be processed as identified above; otherwise, it will not be a proper subject for the grievance procedure.
- H. No material derogatory to an employee's conduct, service, character or personality shall be placed in their personnel file unless the employee has had an opportunity to read such material. The employee shall acknowledge that the material has been read by affixing their signature to the actual copy to be filed with the understanding that such signature merely signifies that the employee read the material to be filed and does not necessarily indicate agreement with its contents. Exceptions to this policy will be made only in case of documents which are prepared for an arbitration hearing or which are a matter of public record or official Board action.

Upon the employee's written request to the Superintendent, letters of reprimand will be removed from the employee's personnel file ten (10) years from date of inclusion in the file.
- I. The employee shall have the right to answer any material filed and the employee's answer shall be attached to the file copy.
- J. The employee may examine their personnel file in the presence of the employer by appointment.

ARTICLE VIII - LAYOFF AND RECALL

- A. Layoff means a reduction in the working force due to a decrease of work, limitation or reduction in operating funds and/or other conditions deemed appropriate and necessary by the Employer.
- B. If it becomes necessary for a layoff, the probationary employees within the effected classification will be laid off first. Seniority employees will be laid off within the effected classification according to seniority as previously defined in Article VI. If the lowest seniority employee in the effected classification is laid off, or displaced, said employee(s) may exercise the right for a job assignment according to base salary rates within the classification group in which they possess seniority on the basis of their district-wide seniority provided they can perform the available work by the conclusion of their trial period, or the employee(s) may be reassigned to a vacant position available at the time of the layoff for which they are qualified.

Classification Groups are:

Group A - Skilled Maintenance - by job assignment
 General Maintenance

Group B - High School Head Custodian
 Middle School Head Custodian
 Elementary School head Custodian
 Custodian

Group C - Food Handler/Custodian

Group D - Warehouse/Head Custodian
 Warehouse Helper

Group E - Grounds Leader
 Grounds II
 Groundsman
 Laborer

Group F - Head Mechanic
 Mechanic

Group G - Bus Driver

Group H - Central Kitchen Coordinator
 Central Kitchen Assistant
 High School Lead Server
 Middle School Lead Server
 Elementary Lead Server
 Elementary Cashier/Helper
 Kitchen Helper

- C. Employees to be laid off from their regularly scheduled duties for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Association President shall be sent a list from the Employer naming employees being laid off at least two days prior to the date of notices sent to the employee(s). The Food Handler/Custodian classification personnel is considered as a Food Handler in the Cafeteria Department for seniority basis with no seniority consideration in any other department and/or classification.
- D. Any employee who assumes a new job assignment due to the layoff procedure will also assume the salary rate for that position.
- E. Employees laid off through the procedure as stated in this Article shall be maintained on a recall list for a period of two (2) years or length of work service in the District whichever is shorter and shall be recalled in reverse order of their layoff.
- F. The employee may be transferred within the departmental classifications on a district-wide basis where operating staff in one or more buildings is reduced due to layoff.
- G. Any seniority employee on layoff shall have the option to be placed on the regular substitute list.

- H. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall he/she shall be considered a voluntary quit.
- I. Each employee is responsible for keeping the employer advised in writing of any change of address and will not be excused for failure to report for work on recall if the employee fails to receive recall notice because of their own failure to advise the employer in writing of their change of address.
- J. The Employer shall have no obligation to recall probationary employees who may be laid off.
- K. It is clearly understood that any individual laid off shall automatically terminate and suspend the employer's obligation to salary or fringe benefits under this collective bargaining agreement or any other agreement.
- L. Should an employee be offered a comparable position and refuse such appointment, he/she will lose the right to remain on the seniority-recall list and shall be considered as having quit.
- M. The Superintendent/Designee may at his/her discretion make exception to the above-stated procedure if mutually agreed to by both the Association President and the employer.

ARTICLE IX - VACANCIES, TRANSFERS AND PROMOTION

- A. **Vacancies** Vacancies are defined as bargaining unit position(s) or newly created positions that remain unfilled after all the assignments and reassignments are completed by the employer. Permanent, full-time or part-time vacancies in the bargaining unit will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position. During the summer months, the Association President will have forwarded to him/her copies of each vacancy posted. Employee(s) wishing to be notified in the summer months of vacancies must provide the Personnel Office with self-addressed stamped envelope(s) for the purpose of receiving vacancy notices during the summer months. Posted position(s) will attempt to include the minimum qualifications and factors to be considered for said vacancies. All positions shall be posted as identified above and shall include the following information:
 - 1. Title and Classification
 - 2. Wage Schedule

3. Hours and Length of Work Year
4. Minimum and/or special qualifications
5. Effective July 1, 1988, Job Descriptions are available at the Personnel Office upon request.

Bus Drivers All known summer bus routes will be posted prior to the end of the school year whenever possible. Any driver interested in summer work must sign up on appropriate forms furnished by the employer at least four (4) weeks prior to the end of the school year (June 30).

- B. **Transfers** A transfer is a lateral change within a job classification where there is no addition or increase in compensation; for example, a movement to another building or to another job within the salary classification falls into the definition of a transfer. The employer shall exercise their discretion as to the feasibility of honoring any or all transfer requests.
1. Transfer of seniority employees is to be minimized whenever possible. Transfers shall be based upon the seniority employee's ability to meet the job qualifications, ability to perform the job, seniority and other relevant considerations. Employees placed in a new position by virtue of a transfer may be required to complete a trial period of thirty (30) working days. The trial period shall be automatically extended for any absences during that period by the amount of said absences.
 2. Employees desiring a transfer must file their request in writing within the posted period. The request shall set forth the reason for transfer and the applicant's complete qualifications, work experience, as well as any other relevant information. Only one (1) transfer in a one (1) year period shall be permitted. Exceptions to this rule may be permitted by the employer.
 3. Any employee attaining seniority with the District shall have the right to exercise his/her seniority for an open job shift, or department and retain his/her full seniority for the benefits afforded in the classification on a District wide basis. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefit provided for in this Agreement.
 4. Custodial employees will not be eligible for more than one voluntary transfer within a twelve (12) month period. Exceptions will be made where an employee is moving from part-time to full-time work.

5. Employees temporarily reassigned to a lower classification shall be paid at his/her regular rate. Employees working in a higher classification shall be paid at the rate of the higher classification.
6. An employee who requested and is granted a transfer (excluding Bus Drivers) shall remain on the job for one (1) year before he/she becomes eligible to request another transfer. Exceptions may be made by the employer after consultation with Association.
7. In the event the employee is not granted the transfer, the reason for denial shall be given in writing to the employee, if requested in writing, by the employer within five (5) calendar days of the decision.

C. Promotion A promotion is an upward change in an open job classification within the bargaining unit, which results in additional rate compensation during the regular work day. Promotions are not meant to include the taking on of additional duties within the same job classification or work involving overtime, shift differential, or premium pay. Employee(s) interested in a promotional position shall apply within the above-stated posting period to be considered for the promotion.

1. Promotions shall be made on the basis of ability (seniority will be considered if all other factors are considered equal by the employer). Any employee who meets the requirements set forth above and is selected by the employer for said position shall be granted up to forty-five (45) work days trial period to determine:
1) his/her desire to remain on the job, and 2) his/her ability to perform the job. Any absence(s) during the trial period shall automatically extend the trial period for a like number of days.
2. In the event any employee is not granted the promotion, the reason for denial shall be given in writing to the employee, if requested in writing, by the employer within five (5) calendar days of the decision.
3. During the forty-five (45) working day trial period, the employee shall have the opportunity to revert back to his/her former classification and a letter of explanation shall be submitted to the employer. If at any time during the trial period, the employer believes the employee is not progressing or it appears that the employee is not able to satisfactorily perform the job, such employee shall be returned to his/her former classification and notice of such action shall be submitted to the Association President, in writing with

- a copy to the employee. The employee returned to his/her former classification shall retain salary and seniority status as previously enjoyed before the promotion.
4. Employees receiving promotion should not receive a rate of pay that is less than they are presently earning.
 5. The Association President will receive notification of the individual selected for promotional position.
 6. Employee(s) may be required to successfully pass skill tests as determined by the employer prior to assignments to a promotional position.
 7. If at the effective date of a promotion, the employee is within thirty (30) calendar days of their current status rate anniversary date, he/she will be considered to have already achieved the pending rate anniversary date step increase for the purpose of determining their promotion increase.
- D. A probationary or trial period in one classification does not count towards a trial period in another classification.
- E. Employees requesting and receiving a transfer or demotion to a lower classification shall be paid at the rate of said assignment.
- F. All employees are encouraged to train and prepare for promotional opportunities.
- G. The Association agrees that involuntary reassignments are sometimes necessary because of such factors as mutual incompatibility, job performance, technological change, etc.. Such involuntary reassignments shall be communicated to the employee and Association President orally and in writing.
- H. Employees placed in a new position, by promotion, transfer or otherwise shall be required to satisfactorily complete a trial period of thirty (30) working days to start from the official date of employment in the new position. The responsibility for selection for any position rests with the employer. The trial period shall be automatically extended for any absences during that period by the amount of said absence(s).
- I. If any additional temporary summer help may be needed, ten (10) month employee(s), according to the most senior qualified on a rotation basis shall be given consideration for employment provided they have signed up four (4) weeks prior to the end of the school year with the Personnel Department. It is understood that any employee hired will be paid the prevailing rate for summer assignment.

- J. In filling vacancies, transfers will be considered before promotion.

ARTICLE X - LEAVES OF ABSENCE

A. General Leaves of Absence

1. A General Leave of Absence for good cause not to exceed one (1) year may be requested by a permanent employee with at least one (1) year's seniority. Such request must be in writing to the Superintendent/Designee on the Request For Leave of Absence Form available in the Personnel Office. Such leaves may be extended for a period not to exceed one (1) year if approved by the Superintendent/Designee.
2. Such leaves may be granted for Education, Medical Disability (upon the expiration of sick leave), Military Service, Child Care (including adoption), or other individual circumstances.
3. The position held by an employee who is granted a General Leave of Absence may be filled by a substitute, a temporary employee, a temporary transfer, or a temporary promotion. If the employee returns to work within ninety (90) calendar days from their last day worked, they will return to the position held on their last day worked. If the employee's leave extends beyond ninety (90) calendar days from their last day worked, their original position is not guaranteed and they could be returned to work in another position for which they are qualified. Refusal to accept such assignment will be considered as a voluntary resignation. The employee will notify the Personnel Office no less than thirty (30) calendar days prior to their intended return to work date.
4. All wages and benefits will be discontinued for the duration of a General Leave of Absence except for a Medical Disability Leave. The employee may make arrangements to pay health insurance premiums as provided for in the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

B. Medical Disability Leave

1. Employees who become disabled and unable to work will be placed on Medical Disability Leave starting with their first working day of absence, provided they substantiate their disability with a physician statement.
2. Pregnant employees must give the Personnel Office no less than sixty (60) calendar days notice prior to their projected confinement date.
3. The position held by an employee who is granted a Medical Disability Leave may be filled by a substitute, a temporary employee for up to six (6) months, a transfer, or a temporary promotion. If the employee returns to work within ninety (90) calendar days from the last day worked, they will return to the position held on their last day worked. If the employee's leave extends beyond ninety (90) calendar days from their last day worked, their original position is not guaranteed and they could be returned to work in another position for which they are qualified. Refusal to accept such assignment will be considered as a voluntary resignation. The employee will notify the Personnel Office no less than thirty (30) calendar days prior to their intended return to work date.
4. Once the disability has been medically substantiated, employees on Medical Disability Leave are required to provide an Attending Physician's statement to the Personnel Office substantiating their continued disability each thirty (30) calendar days following their last day worked.
5. Employees on Medical Disability Leave may utilize their Sick Leave Days for payment beginning with the first day of absence. Board paid health benefits shall continue up to eight (8) weeks following the exhaustion of personal sick leave days while a member is on a medical disability leave.
6. Employees returning from a Medical Disability Leave are required to: 1) provide a release from their Attending Physician certifying the ability of the employee to fulfill his/her

duties with or without reasonable accommodation; and, 2) undergo a return to work physical examination as directed by the Personnel Office. Employees returning from a General Leave of Absence may be required to undergo a return to work physical examination as directed by the Personnel Office.

- C. Bus Drivers returning from any Leave of Absence of less than ninety (90) calendar days will be returned to the route assignment held as of their last day worked. Bus Drivers returning from any Leave of Absence of ninety (90) days or more will be assigned to vacant routes if available. If no vacant routes are available, they will be assigned to the substitute list with no guarantee of hours.
- D. Employees on a Leave of Absence under this Article, will not accrue seniority while they are on leave. Upon return to work, their seniority date will be adjusted by deducting the total calendar days from their last day worked to the effective date of their return.
- E. **Leave of Absence for Union Business**
1. An employee elected or appointed to a position affiliated with the Association which removes the employee from employment in the District, will, upon written request from the Association, be granted a Leave of Absence for Union Business for a period of one (1) calendar year or for the term of the position whichever is shorter.
 2. All wages and benefits will be discontinued for the duration of a Leave of Absence for Union Business.
 3. Employees on a Leave of Absence for Union Business will not accrue seniority while they are on leave. Upon return to work, their seniority date will be adjusted by deducting the total calendar days from their last day worked to the effective date of their return.
- F. Failure to provide notice of intent to return to work as provided herein, and/or to return to work as scheduled, will release the School District of any further responsibility for re-employment of the employee and shall act as a conclusive presumption that the employee has resigned.

ARTICLE XI - HOURS OF WORK

A. HOURS OF WORK - ALL EMPLOYEES EXCEPT BUS DRIVERS

1. Shift Definition The first shift is any shift that regularly starts on or after 4:00 A.M. but before 11:30 A.M. The second shift is any shift that regularly starts on or after 11:30 A.M. but before 7:30 P.M. The third shift is any shift that regularly starts on or after 7:30 P.M. but before 4:00 A.M.

2. Overtime It is expected that from time to time employees are required to spend extra time beyond the regular day on their job.

a. The employer agrees to pay time and one-half for any time in excess of eight (8) hours per day or forty (40) hours per scheduled work week when approved by the immediate supervisor.

b. Time and one-half will be paid for Saturday and holidays not listed below, except when a shift starts on Friday and continues into Saturday or starts on a regular work shift and continues into a holiday.

c. Double time will be paid to all regular full time twelve (12) month employees on a Sunday or holiday stated below if an employee is called in after having completed his/her regular scheduled forty (40) hour work week when approved by the immediate supervisor.

d. Employees who work the below stated holidays will be compensated at double time plus holiday pay at the regular rate.

- | | |
|----------------|-------------------------------|
| New Year's Eve | Thanksgiving Day |
| New Year's Day | Friday after Thanksgiving Day |
| Memorial Day | Christmas Eve |
| July 4th | Christmas Day |
| Labor Day | Good Friday |

e. Overtime will not be pyramided.

3. Equalization of Overtime Hours

a. Overtime hours shall be divided as equally as possible among seniority employees in the same classification in their building or work area

(ground, maintenance, utility). An up-to-date list showing overtime hours for all seniority employees will be posted periodically in each building or work area.

- b. It is understood that overtime hour assignments for employees may be unequal from time to time.
- c. The employer will endeavor to continue to provide the opportunity for employees in the grounds, utility, and maintenance classifications to share in the overtime assignments. However, due to the complexity of job assignments, skills needed, equipment available, etc., the overtime hours in these classifications will not always be equalized but the employer will endeavor to equalize whenever possible.
- d. Employees that change classification will be charged with the highest number of overtime hours that exists in their classification on the day he/she is placed in said classification.
- e. Newly hired, rehired or transferred employees who successfully complete their probationary/trial period will be charged with overtime as indicated in Section 3.
- f. Employees in other classifications and/or buildings may be called if there are no available employees in affected classification/building.
- g. For purpose of this section, time not worked because the employee was unavailable or did not choose to work will be charged the average number of overtime hours of the employee(s) working during that overtime assignment.
- h. Overtime hours will be computed and maintained from July 1 through June 30 of each fiscal year. On or about July 1 of each fiscal year, a new up-dated overtime list will be posted.
- i. It is expected employees will accept overtime assignments. Any custodian/cafeteria employee who refuses overtime on two (2) occasions will not be asked on the third occasion. He/she will be charged the overtime in each case. This procedure shall be repeated throughout the fiscal year. When no custodian/cafeteria employee in a particular building accepts an overtime assignment, that

assignment will be filled at the discretion of the administration.

4. Relief Period Employees shall be allowed one fifteen (15) minute break for every four (4) hours of continuous employment. Relief periods shall be taken at a time that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken. Failure to take a relief period shall not result in a lengthening of a lunch period or a shortening of the work day, unless specifically arranged with the immediate supervisor to cover unusual occasions.
5. The regular lunch period shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the particular building and/or department.
6. Call-in Pay An employee reporting for emergency Call-in duty shall be granted two (2) hours pay.

B. Hours - Bus Drivers

1. Bus Drivers are required to undergo a physical examination prior to July 31 each year. Those who satisfactorily complete such examination and who meet other necessary requirements, will be eligible to bid on Regular Runs.
2. The Board will endeavor to schedule the First Bid Cycle for Regular Runs during the two (2) week period immediately preceding the first day of school year.
3. First Bid Cycle - Regular Runs Drivers will select based upon seniority and ability from the Regular Runs as posted for A.M., noon/Kindergarten, and P.M. routes. The Transportation Department will establish a replacement list of seniority drivers for runs between regular A.M. and P.M. (noon/Kindergarten) runs. In the event a regular driver is off his/her noon run, a second elementary run, and/or a parochial run, for more than three (3) consecutive days, that run will be assigned to the most senior driver available.
4. Regular Runs Adjustment Period During the period commencing with the first day of school and ending with the Fourth Friday Count Day, Regular Runs will be adjusted as required by the Transportation Department.

Such adjustments will give full consideration to the best interests of our students and the orderly and efficient operation of the Transportation Department. There will be no driver reassignments during this period.

5. Second Bid Cycle - Regular Runs During the week following the Fourth Friday Count Day, all Regular Runs will be reposted. Drivers will select based upon seniority and ability from the runs as posted for A.M., noon/Kindergarten, and P.M. routes. The Transportation Department will establish a replacement list of seniority drivers for runs between regular A.M. and P.M. (noon/Kindergarten) runs. In the event a regular driver is off his/her noon run, a second elementary run, and/or a parochial run, for more than three (3) consecutive days, that run will be assigned to the most senior driver available. If a new Kindergarten run becomes available it will be posted for three (3) working days. All drivers may bid including those who currently have Kindergarten runs. Such a bid would be exempt from Article XI, Section (B) (7).
6. Following the Second Bid Cycle, if a Regular Run becomes vacant, it will be posted for three (3) working days. Drivers may bid based upon seniority and ability. Drivers will be permitted two (2) such changes during the period between the Second Bid Cycle and the end of the School Year.
7. Adjusted Runs
 - a. When it is necessary to adjust a Regular Run after the Second Bid Cycle and the adjustment adds or subtracts $\frac{2}{10}$ th of an hour or less, the assigned Driver will remain in place and there will be no change in Driver Assignments.
 - b. If the adjustment adds $\frac{3}{10}$ th of an hour or more, the run will be considered vacant and will be posted. If the driver on the adjusted run is displaced, they may follow normal bumping procedures.
 - c. If the adjustment subtracts $\frac{3}{10}$ th of an hour or more, the assigned Driver has the option of keeping the run or bumping a Driver will less seniority in which case the adjusted run will be considered vacant and will be posted.
8. Extra Runs
 - a. Extra Runs are defined as those runs other than Regular Runs that require regular routes and

schedules for a special activity over a period of time in excess of five (5) working days.

- b. Such routes will be assigned to the most senior driver who has the available times outside their Regular Run and who requests such assignment provided the Extra Run does not extend their work day beyond eight (8.0) hours. It is understood there will be no pyramiding of work hours for compensation purposes.

9. Field Trips

- a. A field trip is a trip to cover extra curricular activities and functions requiring transportation that requires the bus to stay with the group or drop off the group and return for pick up at a later time. In addition, all athletic requests will be considered field trips.
- b. Field trips will be posted daily at 6:30 a.m. for the next day's trips with the exception of emergencies or unanticipated runs as a general rule.
- c. Field Trip drivers will be assigned on an seniority rotation basis.
- d. Drivers will indicate their choice of trip by number by 1:30 p.m. of that day.
- e. Trip assignments will be made daily by 2:15 p.m. of that day and posted on the posting Board.
- f. Saturday, Sunday, and Monday trips will be posted on Friday and awarded as set forth in Items (c), (d) and (e) above. There will be two (2) field trip lists. One list will be for Monday through Friday; and the other list for Saturday, Sunday and holidays, pursuant to State regulations.
- g. Deviations from the Field Trip bid cycle may be necessary for reasons such as holidays, inclement weather, or other unforeseen circumstances. In such cases, adjusted schedules will be communicated as soon as possible.
- h. In the event a driver scheduled for a Field Trip is unable to work the assignment, or an additional or late trip request is received, the first driver in rotation for the current day's posting will have the option of taking the trip without being charged. If the first driver chooses not to take

such trip, it will be offered in rotation to the next drivers on the list until filled.

- i. If a Field Trip is cancelled after it has been assigned, the assigned driver will be placed at the top of the next days' bid cycle when possible.
 - j. Driver's will be eligible for Summer Field Trips on a seniority rotation basis. The Transportation Department will notify eligible drivers by telephone each Tuesday between 8:00 a.m. and 12:00 noon of the available trips for the following week. Drivers will be allowed to make a choice. Drivers not available during the telephone contact time will be listed as a refusal. An advance list of available trips will be posted in the Transportation Department one week prior to the bid cycle. Drivers may review that list and indicate their preference.
10. Special Assignments
- a. Special assignments whether in-district or out-of-district will not require the bus to stay with the group.
 - b. Special assignments whether in-district and out-of-district will not be scheduled to exceed forty-five (45) minutes.
 - c. All drivers will be eligible for special assignments using the same criteria as specified for field trips in Article XI - Section B-9.
 - d. Drivers will be assigned to regions as defined by the Middle School attendance areas that the drivers service. Drivers who do not have Middle School Runs will be assigned to the regions where they are assigned for standby. Special Education drivers will be assigned to the regions that are nearest to their last destination schools.
 - e. Special assignments will be posted in the same manner in which field trips are posted. If a driver is not available, that driver will be bypassed. There will be no "holds".
11. The Employer shall provide each Bus Driver a "Notice of Intent" form before the end of the school year on which the driver will indicate whether he/she will be returning to work for the coming school year. The completed "Notice of Intent" shall be returned to the Employer on or before the date indicated on the form. Failure to

return the form as required will be deemed a resignation by the employee and will be recorded as a "resignation without proper notice" in the employee's personnel file. A copy may be retained by the employee.

12. If there is a question regarding a driver's time assigned for any route, an audit will be conducted as soon as possible, with prior notification to the driver.

13. If school hours are adjusted and/or changed during the school year, the School District reserves the right to reschedule all or part of the bus runs and have the runs rebid.

14. Overtime - Regular Runs

a. Time and one-half (1 1/2) shall be paid for all hours worked over eight (8) hours per day and forty (40) hours per week on regular runs. Time and one-half (1-1/2) will be paid for hours worked on Saturday and holidays not listed below:

b. Double (2) time will be paid for all hours worked on Sundays and the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
July 4th	Christmas Eve
Labor Day	Christmas Day
Good Friday	

c. Overtime pay shall not be pyramided.

15. Overtime - Field Trips

a. Time and one half (1-1/2) shall be paid for all hours worked over eight (8) hours per day at Field Trip rate.

b. Double (2) time will be paid for all hours worked on Sunday and on the following holidays at Field Trip rates:

New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
July 4th	Christine Eve
Labor Day	Christmas Day
Good Friday	

c. Overtime pay shall not be pyramided.

C. It is recognized and understood that deviation from foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as but not

limited to rotation of shifts, vacation, leaves of absence, absenteeism, employee request, temporary shortage of personnel and emergencies.

- D. The statement in this Article shall not be construed as a guarantee of hours per day or week.
- E. It is agreed by the Parties that there will be no subcontracting for the sole purpose of eliminating employees, unless services are withheld. However, it is agreed that the employer shall be free to use all labor saving devices and labor saving equipment that in the opinion of the employer will be in the best interest of operation. In non-emergency situations, if feasible, the employer may use current employees other than a sub-contractor.
- F. The employer reserves the right to incorporate work hours, direct the work force, staffing and programs as it deems meaningful for sound and reasonable operational and financial purposes.
- G. The employer shall provide cafeteria employees a "Notice of Intent" form before the end of the school year on which the employee will indicate whether he/she will be returning to work for the coming school year. The completed "Notice of Intent" shall be returned to the employer on or before the date indicated on the form. Failure to return the form as required will be deemed a resignation by the employee and will be recorded as a "resignation without proper notice" in the employee's personnel file. A copy may be retained by the employee.

ARTICLE XII - LEAVES WITH PAY

- A. Seniority employees will accumulate sick leave as follows:
 - 1. Seniority employees who work a regular eight (8) hour schedule will accumulate one (1) Sick Leave Day for each month in which they receive compensation for a majority of the available work days. Accumulation shall carryover from fiscal year to fiscal year. Each fiscal year is defined as July 1 through the following June 30.
 - 2. Seniority employees who work a regular shift of less than eight (8) hours will accumulate Sick Leave Days on a pro-rated basis based upon hours worked. For example, a regular six (6) hour employee will accumulate six (6) hours credit toward a Leave Day for each month in which they receive compensation for a majority of the

available work days during each fiscal year defined as July 1 through the following June 30. Accumulation shall carryover from fiscal year to fiscal year.

3. Sick leave days will be credited to each individual's sick leave bank accumulation only after earning said days each month.
 4. Employees who work less than full-time eight (8) hours shall accumulate sick leave pro-rated according to the average number of hours worked per day and months per year.
 5. An employee shall not accumulate sick leave during any month in which the employee receives pay for less than the majority of the scheduled working days in that month.
 6. Employees on leaves of absence without pay shall not accumulate sick leave during such periods.
 7. All employees shall accumulate sick leave from the date they are hired. Probationary employees can accumulate sick leave but cannot receive sick or approved leave day pay until the completion of their probationary period and then only on a pro-rated basis for the first year of employment.
- B. Each employee may use one (1) day of accumulated or credited sick leave annually as an approved leave day without a supporting statement. Upon approval of the Superintendent/Designee seniority employees may use two (2) days of accumulated or credited sick leave annually as approved leave days. Normally Approved Leave Days shall be interpreted as that which requires the presence of the employee at affairs that cannot be arranged or handled at a time other than during the regularly scheduled work day. Applications must be made directly to the Superintendent/Designee for approval; this request must include a statement in support of the request and receive the approval of the Superintendent/Designee. It is understood that at least a seven (7) days notice must be given unless an emergency prevents this timely filing. The approved leave day is not provided for casual or indiscriminate use. On all approved leave days, as well as any other leave, such leave must be requested in advance (at least seven (7) days) in writing except funeral leave. Approved leave day requests must have prior approval from the Superintendent/Designee before being granted. Use of approved leave days shall be deducted from the sick leave allowance. The approved leave day is not provided for casual or indiscriminate use.

- C. JURY DUTY The employer shall pay any seniority employee called for jury duty or attendance at any court pursuant to subpoena by other than those mentioned in the immediate family (Section B1), the difference between the amount received from jury duty and the regular pay if either the employee or the Superintendent/Designee is unable to have the employee excused from such assignment. An employee who received witness or jury duty interview and appearance notice must notify his/her appropriate administrator within five (5) days of such notice. To be eligible for jury duty or witness pay differential, the employee must furnish the employer with a written statement from the appropriate public official listing the amount and the dates he/she received pay for jury duty and witness fees. If an individual is on jury duty assignment only until 12 noon, he/she must report for their P.M. work assignment, if he/she expects to receive pay for work hours.
- D. Seniority employees shall be allowed up to three working days as funeral days, not to be deducted from sick leave, for a death in the employees immediate family. Immediate family shall be defined as: spouse, child, parent, grandparent, grandchildren, brother, sister, father-in-law, mother-in-law, nephew, niece or a relative living and making his/her home in the employee's household. One day shall be allowed for attendance at the funeral of a sister-in-law, brother-in-law of the employee.
- E. The hours involved in an employee's use of Leave Days accumulation for any particular day will be limited to the number of hours they were scheduled to work that day and will be deducted from their accumulated Leave Days.
- F. All employees shall report absences on a daily basis as per policy and complete all forms provided stating the reasons for such absence.
- G. The employee may be requested to furnish a physician's statement as a proof of illness or disability in absence of three (3) consecutive days or more. The supervisor may request proof of illness in cases of suspected abuse for one day's absence.
- H. All unused sick leave allowance days shall be placed, at the end of the fiscal year, in the employees accumulative sick leave bank. Accumulation shall be unlimited.
- I. It is agreed that use of leave days will be strictly confined to legitimate purposes only.
- J. Sick leave shall not be used for seeking other employment, rendering services, or working either with or without remuneration for themselves or for anyone else, for hunting,

for fishing, or other recreational activities or any other unacceptable reasons. The examples as stated above are by way of illustration only.

- K. Routine health examination or dental appointments which might be scheduled during vacation periods shall not be covered.
- L. If the employee receives Board provided compensation or any form of retirement disability and/or insurance protection and/or payment or any other type of sick leave income during such sick leave, then only the difference between the employee's regular wage and such compensation will be paid.
- M. If unearned sick days have been paid to any employee and the employee is leaving active employment with the Chippewa Valley Schools, the overpayment will be deducted from the employee's final check.
- N. The benefits of sick leave allowance do not apply to participation in strike activities, demonstrations, or work slow down (or any other such action(s) that interfere with the operation of any facility of the Chippewa Valley Schools).
- O. As a rule, approved leave days will not be granted the three (3) scheduled work days before or three (3) scheduled work days immediately after any holiday or vacation period as well as the first two (2) or last two (2) weeks of the school year. An exception to this rule may be granted by the Superintendent/Designee.
- P. Proof of any illness may be required at any time if abuse is suspected.
- Q. The Board retains the right to have any employee examined by the Board's own physician in addition to the employee's attending physician. The cost of such examination shall be paid for by the Board. If a conflict of opinion results as to whether an employee may return to work, the employee shall submit to a third impartial physician or clinic mutually agreeable by the employee and the Board, the expense incurred for such examination will be borne equally by the employee and the Board. The opinion of this third physician shall be binding on the Board and the employee.
- R. Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Employer the difference between the allowance under the Worker's Compensation Law and the regular salary up to the employee's current cumulative sick days with no deductions from sick leave days accumulation. The Employer reserves the right at this time to review any Worker's Compensation case and at its discretion extend the period of

paying the difference between the Worker's Compensation contribution and the employee's full salary. Any employee absent as stated above may not return to work until securing a release and a certified statement from a physician.

1. Injuries shall be reported by the employee to the appropriate supervisor as soon as possible but not later than three (3) calendar days of the occurrence.
2. Any employee receiving an injury on the job requiring immediate medical attention by a physician will receive pay for the full day's work at the regular rate and if he/she is required to report back to the doctor during working hours he/she will be paid for the lost time.
3. If the employee qualifies for Worker's Compensation benefits, then he/she will have the appropriate sick leave deduction reimbursed to their individual sick leave accumulation by the Employer.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

- A. In the event an employee is assigned to work at a higher job classification than that he/she is regularly assigned, he/she will be compensated as indicated below:
 1. If the employee is assigned to a higher classification he/she shall be compensated at a wage rate applicable to that classification (i.e., if a custodian is assigned to a Bus Mechanic's assignment, etc.).
 2. If a custodian is temporarily assigned to a Head Custodian's position, he/she shall be paid at Head Custodian's rate on the sixth (6th) working day of continuous said work assignment.
- B. This contract 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 contract.
- C. The employer may make adjustments and modifications in working conditions it deems necessary for temporary and/or experimental work schedules, new and/or different methods of operations, technological and/or innovative approaches in the overall work operations of the School District that the employer would like to make part of its operation after consultation with the Association.

- D. An employee who is hired for only a limited period of time to substitute for one or more permanent, full-time or permanent, part-time employee during their absence, because of illness or while on leaves or vacation, or for a job which is of limited duration, etc., shall be considered a temporary employee. He/she shall not acquire seniority by virtue of such temporary employment regardless of how long it lasts.
- E. The Board will negotiate wage rates on new positions subject to:
1. The Board reserves the right to determine duties and responsibilities of the job and job title. The Association will be consulted prior to the establishment of any future, or changes in any current individual job descriptions.
 2. The Association will be advised of the position and proposed wage rates and will, within five (5) days, advise the Board if it desires to negotiate a different wage rate.
 3. If negotiations do not result in mutual agreement on a wage rate within ten (10) days, the Board shall exercise normal recruitment procedures to fill the position at its proposed rate. In the event the Board is unable to fill the position at its wage rate, it will renegotiate the rate with the Association, or modify the duties of the job requirements. In this event, it would be considered a new position and this procedure repeated.

ARTICLE XIV - COMPENSATION

- A. The hourly rates of employees covered by this Agreement are set forth in Schedules A, entitled EMPLOYEE SALARY SCHEDULE.

On or before May 1, 1995, the parties will commence negotiations relative to the Schedule A salary for the 1995-96 school year. On or before May 1, 1996, the parties will commence negotiations relative to the Schedule A salary and Article XV Insurance Protection Schedule for the 1996-97 school year.

In no event will the salary in the 1995-96 and in the 1996-97 school years be less than the 1994-95 Salary Schedule set forth in Schedule A.

1. Head Custodian is eligible for shift premium if he/she is working a premium shift.

2. Certification of Mechanics

Certification is by the State of Michigan Department of State and entitled "Motor Vehicle Mechanic Certificate."

TYPES OF CERTIFICATES ARE AS FOLLOWS:

HEAVY DUTY TRUCK/SCHOOL BUS

- a. Brakes
- b. Diesel Systems
- c. Electrical Systems
- d. Suspension and Steering

- e. Drive Train
- f. Gasoline Engines

A mechanic who possesses more than three (3) of the above certificates will be entitled to additional compensation provided he/she has properly filed the certificates with the Superintendent/Designee. The additional compensation will be a 10¢ per hour increase for each certificate acquired beyond the third certificate. Possessing four (4) certificates will entitle the holder to a 10¢ per hour increase five (5) certificates a total of 20¢ per hour increase and six (6) certificates a total of a 30¢ per hour increase.

Recertification

- a. It shall be the full responsibility of the employee to recertify if he/she wishes to continue receiving the wage adjustments.

- b. The employee shall be responsible for the cost and fees for recertification.

Payroll adjustments shall commence the first full week following the filing of the appropriate certificates, or a receipt of the application for certification. For renewal purposes, if the above is not received prior to the expiration date of the certification, the pay will be reduced at the effective date of the expiration of the certificate.

- B. Shift Premium rate will be twenty-five (25) cents per hour for the second shift, for the third shift thirty (30) cents per hour.

- C. Longevity Seniority employees shall be eligible to receive longevity benefits at the end of the fiscal year. Longevity shall be paid according to the following schedule providing

their service have been on a continuous basis with the Chippewa Valley Schools.

After eight	(8)	continuous years of service	\$285
" ten	(10)	" " "	\$435
" fifteen	(15)	" " "	\$485
" twenty	(20)	" " "	\$510
" twenty-five	(25)	" " "	\$560

1. Credit years of experience for longevity can only be earned by working as a bargaining unit employee. Credit years in other bargaining units or other areas of employment with the Chippewa Valley Schools shall not be included in the computation for longevity consideration.

2. The employer will provide longevity pay as indicated above for all seniority employees working at least six (6) hours per day and ten (10) months per year.

a. For part-time permanent seniority employees working at least two (2) hours per day, the employer will provide longevity as indicated above on the length of their work day and work year, on a pro-rata basis.

b. Full amount of longevity X portion of year worked X portion of day worked = amount of longevity or \$435 X 10/12 or .833 X 4 hours or .50.

example - 10 year employee
 $435 \times .833 = \$362.36 \times .50 = \181.18

c. Attempts will be made to include longevity payment on the last pay period of the fiscal year.

D. **Mileage** Employees recognize that from time to time they will be required to use their own car for school business and the employer agrees to reimburse upon application for and verification of such mileage at the rate paid by the Internal Revenue Service (IRS).

E. **Vacation** Custodial/Maintenance/Grounds employees shall be eligible to receive accrued vacation benefits after attaining seniority retroactive to the first day of official permanent employment. Seniority employees working less than twelve (12) months shall not be eligible for paid vacation.

1. All employees must be employed by the school district for a minimum of one year as of July 1, before a full vacation period will be granted. Employees shall earn vacation at the rate of:

Less than one (1) year 5/6 day per month

1st. complete year continuous service through tenth
(10th) complete year 10 days

Eleventh (11th) complete year continuous service or more
through fifteenth (15th) complete year 15 days

Sixteenth (16th) complete year continuous service or
more 20 days

- a. Credit will be earned only for those months in which an employee received pay for the majority of the scheduled working days of that month.
- b. A vacation may not be postponed from one year to the next and made cumulative, but will be forfeited unless taken during the fiscal year.
- c. If an employee is laid off, retires, or dies he/she will receive any unused vacation credit, including any that might have been accrued in the current fiscal year.
- d. Employees eligible for vacation benefits will be paid vacation days on the basis of their rate per hour and hours per day of their average regularly scheduled work day.
- e. Vacation for twelve (12) month employees will be scheduled at a time when they will not interfere with or hamper normal operations of the school system/work area as will be upon approval of and determined by the employer. Insofar as is possible within this limitation, vacations shall be scheduled at the time satisfactory to the employee. It is understood vacation periods will not as a rule be granted during Easter or Christmas vacation periods. Preference shall be accorded to employees on a seniority basis.
- f. Vacations are to be arranged by mutual consent and as a rule to be taken during the period following one (1) week after the school year ends and one (1) week prior to the official opening of school for the next school year.
- g. Vacations will be taken in a period of consecutive days. Exception to this rule may be made upon written request. Unless approved by the appropriate Supervisor, vacations shall be scheduled for periods of not less than one (1) week

at a time or not less than the number of days to which the employee is entitled, whichever is smaller. Vacations may be split into one or more weeks providing such scheduling does not interfere with the efficient operation of the department/work area and/or classification.

- h. When a designated holiday is observed by the employer on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- i. If an employee becomes ill prior to his/her vacation and the illness continues into his/her scheduled vacation period and he/she is under the care of a licensed physician, his/her vacation will be rescheduled as soon as possible. In the event his/her incapacity continues through the fiscal year, he/she will be awarded payment in lieu of his/her earned vacation.
- j. While on vacation, if an employee becomes seriously ill and he/she is hospitalized, he/she may draw upon his/her earned sick leave days and have their vacation rescheduled.
- k. Vacations will be granted in accordance with request of the employee so far as possible on a seniority basis provided that the employees submit their request to their appropriate Supervisor on or before May 15th of each year.
- l. Exceptions to the procedures set forth above may be made when the Superintendent/Designee believes the best interests of the school district or the affected employee(s) are served.

F. Holidays The following are the recognized holidays with pay for seniority employees as set forth by conditions stated below:

July 4th	Christmas Day*
July 5th	Day After Christmas*
Labor Day	New Year's Eve
Thanksgiving Day*	New Year's Day*
Friday after Thanksgiving*	Good Friday*
Christmas Eve*	Easter Monday*
Memorial Day*	Easter Tuesday*

*Includes Bus Drivers and Cafeteria

1. Employees will receive pay calculated at their current rate based upon their hours per day of their regular scheduled work day at their regular straight time rate.
2. When a designated holiday falls on a Saturday, the Friday before will be observed as the holiday if school is not in session. In the event that a holiday shall fall on a Sunday, it shall be observed on the following Monday, if school is not in session.
3. If any of the scheduled holidays fall on a scheduled school day, the employer and the Association shall meet to reschedule said holiday.
4. It is understood that in order to be eligible for holiday pay, the employee must work both the last scheduled work day preceding and the first scheduled work day after each holiday except when he/she is off work for an approved reason and receives pay from the employer for such day(s) (that is, the day immediately preceding and following a paid holiday). Exception to this rule may be made by the employer.

G. **Uniforms**

The Board agrees to provide each seniority, full-time, part-time permanent custodial employee with three (3) uniforms per year, maintenance, mechanic and grounds with four (4) uniforms per year. The uniform shall consist of a shirt and trousers of a quality and color as may be selected by the Employer. Each custodian, maintenance, mechanic, grounds employee will receive a clothing credit at a vendor to be selected by the Board. It shall be the responsibility of the employee to clean and repair the uniform as required and replace any part of the uniforms (3/4 sets) as needed.

Each employee will have available at least two (2) sets of uniforms in good, presentable and clean condition at all times.

1. Employees with less than one (1) year service with the Chippewa Valley School District will receive two (2) sets of uniforms. Seniority employees with more than two (2) years of service with the Chippewa Valley School District will have a total of three (3) sets of uniforms provided by the Employer.
 - a. Maintenance workers will receive one (1) summer and one (1) winter coveralls.
 - b. Bus Mechanics/Grounds will receive two (2) summer and two (2) winter coveralls.

2. Clothing Allowance

Cafeteria employees working four (4) hours or more will receive \$90, less than four (4) hours \$65. Each seniority employee will receive a clothing allowance on a pro-rated annual basis (cafeteria employees ten (10) months constitute a full year).

3. The clothing allowance will be paid by November 1, of each year. The clothing credit will be made with the vendor by November 1 of each year (in the first year of the agreement, three (3) months after ratification). If not employed for the entire year, the amount will be pro-rated and deducted from the employee's final paycheck.
4. Employees will assume the responsibility to wear a clean, neat uniform with emblem during all working hours unless special consideration is granted by the appropriate administrator. Emblems will be provided by the Employer.
5. Bus Drivers and Food Handler - the employer will provide one (1) jacket for Bus Drivers and Cafeteria Food Handlers who drive a truck every two years provided it is needed based upon normal wear and tear. Any damage to the jacket must be reported promptly. Employees who terminate employment or who are terminated shall turn in their jacket to the employer.

Such uniforms and equipment shall remain the property of the School District. If any uniform or other equipment is not returned to the District, said pro-rated cost of replacement will be deducted from the employee's paycheck.

- H. Tool Allowances The employer agrees to replace worn out and broken tools owned by Maintenance Department employees when they are used to perform their duties. Proof of replacement is necessary and authorization to replace said item prior to the purchase of same. The employer will provide, with mutual consent of the parties, any specialty tool needed in the Maintenance Department.

I. Payroll Deductions

1. Employees must notify the Payroll and Personnel Department at least fifteen (15) days in advance of the effective date deductions are to be discontinued.
2. Employees may use payroll deductions for the following:
 - a. Hospitalization
 - b. School Employee Credit Union
 - c. United States Savings Bonds

- d. Union Dues
- e. United Foundation
- f. Dental
- g. Annuity

- J. **Pay Advance** Pay advance can be granted if request is received in the Payroll Office three ((3) weeks prior to the date that the vacation check normally would have been received by the employee.
- K. **Cafeteria Lunch** Cafeteria employees shall be entitled to one (1) type A lunch on the day they work over four (4) hours. Cafeteria employees shall be entitled to one-half hour unpaid lunch period on the day they work over four (4) hours.
- L. **Salaries** Salaries for the 1994/95, 1995/96, and 1996/97 years will be as indicated in the Salary Schedule.
- M. The Board shall pay forty-five dollars (\$45) for commercial driver's license when that license is required.
- N. Upon retirement under the Michigan Public Schools Retirement System, employees with more than fifty (50) days of accumulated sick leave shall be paid for unused sick days for all days beyond the fifty (50) to the maximum accumulation of one hundred and twenty-five (125) days. The rate of pay shall be forty-five dollars (\$45) per day.
- O. **Statewide Training Program for School Food Service Personnel**

Statewide Training Program for School Food Service Personnel is sponsored by the Michigan School Food Service Association and the Child Nutrition Program of the Michigan Department of Education. If the program is changed by the Statewide Group (ex. courses added, number of hours changed, etc.) the District will review the program and decide whether or not to adopt the new program.

The levels and courses are as follows:

LEVEL I

- 100 School Food Service Basics (12 hrs)
- 120 Sanitation and Safety (12 hrs)
- 140 Successful Communications (12 hrs.)
- 160 Principals of Food Preparation-Introduction (15 hrs) Prerequisites 100, 120
- 180 Healthy E.D.G.E. (Eating, the Dietary Guidelines & Education) (10 hrs)

LEVEL II

- 200 Principles of Food Preparation - Entrees (18 hrs)
Prerequisite 160
- 220 Principles of Food Preparation - Baking (20 hrs)
Prerequisite 160
- 260 Marketing School Food Service (12 hrs)
Prerequisite 100, 120, 140
- 280 Nutrition 1 (12 hrs) Prerequisites 100, 120

LEVEL III

- 300 Personnel Management (12 hrs)
Prerequisites 100, 120, 140
- 320 Recordkeeping I (12 hrs)
Prerequisites 100, 120
- 340 Product Standards and Evaluations (12 hrs)
Prerequisites 100, 120
- 360 Effective Writing for School Food Service Managers
(8 hrs)
Prerequisites 100, 120, 140
- 380 Nutrition II (12 hrs)
Prerequisites 280

LEVEL IV (FUTURE DEVELOPMENT)

- 400 Personnel Management II
Prerequisites 300
- 420 Recordkeeping II
Prerequisites 320
- 440 Purchasing - Cost Control
Prerequisites 340, 420
- 460 Public Relations
Prerequisites 360
- 480 Menu Planning
Prerequisites 280

A food service employee who successfully completes all of the courses in each level will be entitled to additional compensation provided he/she has properly filed the certificates with the Superintendent/Designee. The additional compensation will be a .05 (5 cents) per hour increase for each level achieved.

ARTICLE XV - INSURANCE

- A. In order to receive insurance benefits for which the seniority employee is eligible, the employee must submit the proper application either upon completion of the probationary period or during the regular open enrollment period established by the insurance carrier. It shall be the employee's responsibility to

complete all necessary insurance forms at the appropriate time when supplied by the employer.

On or before May 1, 1996, the parties will commence negotiations relative to Article XV, Insurance Protection, for the 1996-97 insurance provisions.

B. Life Insurance

Upon proper application, the employer shall provide life insurance as follows:

1. \$20,000 term policy with Accidental Death and Dismemberment (AD&D) for employees working six (6) hours or more per day.
2. \$12,000 term policy with Accidental Death and Dismemberment (Ad&D) for employees working four (4) hours but less than six (6) hours per day.
3. This group life insurance shall begin when the employee has:
 - a. Satisfactorily completed his/her probationary period, and
 - b. Properly completed the necessary forms.
4. Insurance coverage shall terminate when the employee terminates his/her employment.
5. Any present or future employee(s) working less than four (4) hours and not presently enrolled for this fringe benefit will not be eligible for said benefit. Employee(s) working four (4) hours or less presently enrolled for this fringe benefit may continue coverage on the pro-rata basis of the 1978 - 81 contract.

C. Hospitalization

1. The employer will pay for each seniority employee working eight (8) hours per day the cost for Plan A or Plan B.
 - a. Plan A includes the hospital and surgical insurance benefits under the Blue Cross/Blue Shield MVF-1, Master Medical Option II programs with the SAT II, FAE-RC, PPNV-1, RM, RPS, VST, PDOMAC, SPT-PE and Prescription Drug Program \$7.00 co-pay APDBP) riders. Beginning on July 1, 1995 the Prescription Drug Program co-pay rider will increase to a \$10 co-pay.
 - b. Plan B includes the hospital and surgical insurance benefits under the Blue Cross/Blue Shield MVF-1, Master Medical Option I programs with the SAT-II, SOT-PE, GLE-I, TRUST-15, FAE-RC, PLUS-15, PPNV-1, RM, RPS, VST, MMC-POV, PD-

MAC and Prescription Drug Program (\$5.00 co-pay APDBP) riders.

- c. The sole authority for selection and determination of the insurance carrier shall rest with the employer.
2. The employer will provide hospitalization coverage as described in Plan A or Plan B above to permanent, part-time seniority employees the following percentage (pro-rata basis) of premium costs:

	<u>District Share</u>	<u>Employee Share</u>
Four (4) but less than six (6) hours	50%	50%
Six (6) but less than eight (8) hours	75%	25%

- a. Through June 30, 1992, the employer will pay for each seniority employee working at least six (6) hours per day the cost of Plan C. Plan C includes coverage for the hospital and surgical insurance benefits under the Blue Cross/Blue Shield MVF-1, Master Medical Option V Programs with the SAT-II, SOT-PE, GLE-1, TRUST-15, PLUS-15, PD-MAC and Prescription Drug Program (\$7.00 co-pay APDBP) riders.
- b. Beginning July 1, 1992, for every two (2) employees entitled to full Board paid Plan A coverage who choose to participate in Plan B, one-half of the amount of money saved by the employer as the difference from Plan A to Plan B will be used to defray any additional employee costs above 75% of Plan A.
- c. Seniority employees working at least four (4) hours but less than six (6) hours per day may elect Plan A, Plan B or Plan C. and pay fifty percent (50%) of the premium cost.
- d. Any present or future employee(s) working less than four (4) hours and not presently enrolled for this fringe benefit will not be eligible for said benefit. Employee(s) working four(4) hours or less presently enrolled for this fringe benefit may continue coverage on the pro-rata basis of the 1978-81 contract.

3. Permanent full-time seniority employee(s) not taking hospitalization insurance coverage may apply for additional life insurance in the amount of \$10,000. Permanent part-time employees may opt for additional life insurance in the amount of \$10,000 (based upon the percentage of pay out as indicated in C-2) in lieu of hospitalization insurance. It is the responsibility of the employee to contact the Personnel Office to make official request for this coverage.

Permanent full-time seniority employee(s) not taking hospitalization insurance coverage may apply for a tax sheltered annuity in the amount of \$30 per month in lieu of hospitalization coverage. Permanent part-time employees working six (6) hours or more may apply for a tax sheltered annuity in the amount of \$25 per month in lieu of hospitalization insurance. It is the responsibility of the employee to contact the Personnel Office to make official request for this coverage.

4. If the eligible employee's spouse has, or is eligible for, any type of paid hospitalization insurance which is equal to or better than the Blue Cross/Blue Shield plan identified in C-1, said employee shall not receive Board paid hospitalization coverage. It is understood that double coverage is prohibited.
5. All eligible employees shall not be entitled to the above mentioned coverage until they have satisfactorily completed the probationary period.
6. There shall be no duplication of insurance. The employee must notify the Payroll and Personnel Office of any duplicate coverage - either through personal coverage or coverage from the spouse's or family's insurance plan. If the employee is covered by any duplicated hospitalization insurance, the Board's obligations under this provision shall be waived.
7. The Board agrees to indemnify and save the Association (MEA) harmless against any and all Equal Employment Opportunity Commission (EEOC) claims, demands, costs, suits or other forms of liability and all court or administrative agency costs that by reason of action taken by the employer and/or the Board for the purpose of complying with this Article. This section is not in effect or apply to any grievance or arbitration that may result through the implementation of any sections of this Article.
8. Effective August 1, 1994, new employees eligible to receive insurance benefits will only have the option to choose

hospitalization Plan B or Plan C for the first two (2) years of their employment.

D. **Dental Insurance**

Seniority employees employed on a full-time (8-hour) permanent basis will be eligible for a dental plan selected by the employer for said employee and all eligible dependents which will provide coverage of 80% of Type A and B expenses and 50% of Type C expenses with a \$1,000 maximum and a \$25 deductible per person and \$50 per family with an orthodontic rider with payment of expenses at 50% with a \$1,000 maximum. Part-time permanent employees working four (4) hours or more may enroll in this plan, and the employee will pay the percentage of premiums as identified in Section C-2.

For those members of the bargaining unit who are covered by other dental insurance (including district-provided insurance) the employer will provide a Dental Plan of coverage of 50% of Type A, B and C expenses with a \$1,000 maximum and a \$25 deductible per person and \$50 per family. Part-time permanent employees will have extended to them the same consideration as indicated above with internal and external coordination of benefits for both full-time and part-time employees. The employer retains the right to select the carrier.

1. Any present or future employee(s) working less than four (4) hours and not presently enrolled for this fringe benefit will not be eligible for said benefit. Employee(S) working four (4) hours or less presently enrolled for this fringe benefit may continue coverage on the pro-rata basis of the 1979-81 contract.

E. **Group Insurance Benefits Eligibility for Bus Driver and Cafeteria**

1. Bus Drivers and cafeteria employees who are eligible for insurance benefits as described above will have available the appropriate coverage once the bus and lunch schedules have been determined and assigned.
2. If an employee's hours are reduced during the school year, the district will continue to provide the insurance coverage as determined in the above stated sections. Said coverage will be maintained for the remainder of the fiscal year. If hours are increased employees eligible for additional coverage will receive said coverage if permitted by the insurance company.
3. If an employee requests a reduction in hours, his/her group insurance benefits will be reduced accordingly.
4. Insurance benefits coverage is based upon the permanent hour assignments for individual employees.

F. National Health Insurance

In the event that a National Health Insurance Act becomes law during the term of this contract, it is agreed that those provisions of the present agreement affected by this law shall be reviewed and discussed by the parties.

G. Long Term Disability (LTD)

The employer shall provide a Long Term Disability (LTD) plan which will cover employees working four (4) hours or more per day or twenty (20) hours or more per week for 60% of the employee's salary up to a maximum of \$1,8000 per month after a waiting period of 120 days. Benefits will be paid for up to two (2) years for sickness and up to age 70 for accidents.

Normal offsets apply. Said compensation, as described above, is subject to the terms of the contract with the respective insurance carrier and conditions and controls as stated within this Master Agreement. The employer retains the right to select the carrier.

H. Basic Vision Plan

The employer will provide for an 80% MESSA Vision Service Plan II for each eligible seniority employee (full-time, permanent, eight (8) hours a day). Employees working less than eight (8) hours a day but working four (4) or more hours will be paid premiums as indicated in Section C-2 of Article XV, Insurance Protection. The sole authority for selection and determination of the insurance carrier, shall rest with the employer.

I. The benefits stated above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify for such benefits.

J. Upon termination or lay-off, of employment with the employer, the employee benefits as described above will cease to be paid by the employer.

K. The employer, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as described above. The failure of an insurance company to provide any of the benefits which it as contracted for any reason shall not result in any liability to the employer or the Association nor shall such failure be considered a breach by either of them of any obligation under this Article.

L. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure.

- M. It is the understanding of the parties that insurance benefits will start on the earliest date possible according to the terms of the insurance carrier's contract, after the probationary period.
- N. Notwithstanding the provisions of this paragraph, the terms of any contract or policy issued by an insurance company hereunder shall be controlling us in all matters concerning benefits, eligibility and termination of coverage, and other related matters.
- O. Any and all hospitalization and/or insurance coverage provided herein shall be extended only to regular and permanent, full-time and part-time employees unless specified otherwise in this Master Agreement.
- P. There shall be no duplication of any hospitalization insurance plan. The employee must notify the Payroll Office and Personnel Office of any duplicate coverage either through personal coverage or coverage through the spouse's family's insurance plan. If the employee is covered by any duplicated program, the employer's obligation under this provision shall be waived.
- Q. It is the understanding of the parties that these benefits will not start until after this contract has been accepted and ratified by the parties. These benefits will have no retroactivity consideration.
- R. If the Board of Education desires to self-fund any of the insurance programs, they must receive written agreement from the Association to use any particular individual administering agents, prior to implementation.

ARTICLE XVI - GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific article or section of this agreement. Any grievance or dispute concerning wages, hours, working conditions concerning the application, meaning or interpretation of this Agreement which may arise between the parties of this agreement shall be settled in the following manner, except as otherwise prohibited herein.
- B. The number of days indicted at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the grievance process. All time limits herein shall consist of working days unless otherwise specified.
- C. The time limits specified herein for movement of grievance through the process shall be strictly adhered to and may be relaxed or extended only by mutual consent of the parties in writing. In the event that any seniority employee fails to appeal a grievance or grievance answer within the stated time limits, the involved grievance shall be deemed abandoned and settled on the basis of the

Board of Educations's last answer. In the event the Board of Education representative does not reply within the time limit specified, the grievance may proceed to the next step of the grievance procedure.

- D. The grievant must clearly indicate to the administrator whenever a concern is being expressed as a grievance.
- E. On the "Statement of Grievance" form furnished by the employer at each appropriate level of the grievance procedure (each step) the employee will indicate whether or not he/she wants Association representation at the Grievance Hearing.

STEP ONE

Within five (5) working days of the time a grievance occurs, or knowledge thereof, the employee will present the grievance to his/her immediate administrator with the objective of resolving the matter informally. Within five (5) working days after presentation of the grievance, the immediate administrator may give his/her answer orally to the employee. The employee may have the Association representative present, if requested. The Informal Step Grievance form furnished by the employer shall be signed by the parties involved in the grievance at Step One with a copy given to the grievant.

STEP TWO

If the grievance is not resolved in Step One, the employee must within five (5) working days after receipt of the administrator's answer, or lack of thereof, submit to the appropriate administrator a signed, written "Statement of Grievance". "The Statement of Grievance" shall name the employee involved, state the facts giving rise to the grievance, identify all the provisions of the agreement alleged to be violated by appropriate reference, state the contention of the employee with respect to these provisions, indicate the relief requested, and shall be signed by the employee involved.

A meeting on the alleged grievance shall take place between the grievant, Association Representative (if requested in writing on the Grievance Form) and an administrator within ten (10) working days after receipt of the written grievance.

The administrator may give the grievant an answer in writing within five (5) working days after the date of the meeting indicated in Step Two.

STEP THREE

If the grievance is not resolved in Step Two, then the grievant and/or the Association shall have the right to appeal the decision of STEP TWO within five (5) working days of receipt of said answer or time limits indicted in Step Two. Such appeal, "Statement of Grievance" shall be directed to the Superintendent/Designee. The

Superintendent/Designee and the aggrieved employee (Association Representative and/or one other representative of the Association), may be present if the employee so desires and requests their presence in writing on the Grievance Form) shall meet within a reasonable time, not to exceed one (1) week in an attempt to resolve the matter. The Superintendent/Designee shall render a written decision within ten (10) working days of the meeting of the parties as indicated in Step Three.

STEP FOUR

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the Association provided written notice of the request for submission to arbitration is delivered to the Superintendent/Designee within fifteen (15) working days from the date of the written decision of Step Three. The Arbitrator shall then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association. The filing fee shall be shared equally by both parties.

- F. It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
1. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this agreement and not pertaining to the interpretation thereof.
 2. He/she shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of the agreement.
 3. His/her powers shall be limited to deciding whether there has been a misinterpretation or misapplication of this agreement as affecting any seniority employee or group of employees individually identified with the bargaining unit, and shall not imply obligations and conditions upon the employer other than those which are specifically included in this Agreement, nor shall he/she rule on matters which are within the managerial rights of the employer.
 4. In rendering decisions, the Arbitrator shall give due regard to the responsibilities and rights of the employer and shall construe the agreement so that there will be no interference with such responsibilities and rights,

except as they may specifically be conditioned by this agreement.

5. He/she shall have no power to establish salary scales or change any salary or:
 - a. The termination of services of or failure to re-employ any probationary employee except for legal union activities.
 - b. The placing of a probationary employee on additional probation.
 - c. Any matters involving disciplinary action resulting from criminal convictions.
 6. The fees and expenses of the Arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.
 7. Unless agreed otherwise, an Arbitrator shall have power to hear or determine only a single grievance in a single Arbitration Hearing. If either party disputes the arbitrability of any grievance under the terms of this agreement, the Arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without a decision or recommendation on its merits.
 8. To the extent that the laws of the State of Michigan permit, it is agreed that any Arbitrator's decision shall be final and binding on the Association and its members, the employee or employees involved and the employer and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.
- G. Grievances shall be deemed invalid if not presented at Step One within five (5) working days of their occurrence and/or knowledge thereof, and if not appealed within five (5) working days from decision of each level.
- H. Any written agreement reached between the employer and the Association is binding on all employees affected and cannot be changed by an individual.
- I. Where more than one (1) written grievance involving the same issue has been filed and processed through the Grievance Procedure to

Step Three, the Association may at Step Three, select one of the grievances as representative of the group. The remaining grievances shall then be held in abeyance at Step Three while the selected representative grievance is processed further in the Grievance Procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievances held at Step Three.

- J. The grievant must be present at any and all Grievance Hearings, unless it is agreed by both parties to postpone the Grievance Hearing.
- K. If the Association Representative is unable to attend the Grievance Hearing as indicated in the grievance steps because of extenuating circumstances, then the Association President/Designee may attend in his/her place.
- L. It is understood that grievance problems will be handled at times other than when the employee is at work whenever possible. In the event, however, in the handling of a grievance it becomes necessary for the Association Representative/or Association President/Designee to leave work, permission shall first be obtained from the Supervisor or Principal. The privilege of Association Representatives or Association President/Designee leaving work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance. This will be done as expediently with as little interruption of work as possible; they must not leave their work station unattended unless permission has been granted. This privilege will not be abused.
- M. All Arbitration Hearings shall be held in the school district whenever possible.
- N. Any grievance filed by an employee(s) who also initiates this same concern in other forum shall cause grievance to become null and void and shall constitute valid and acceptable basis for immediate discontinuation of the grievance process for this grievance.

ARTICLE XVII - CONTINUITY OF OPERATIONS

- A. The Association and the Board/Employer recognize that the cessation or interruption of services by employees is contrary to law and public policy. The Board/Employer and the Association agree that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the services for the School District. Accordingly, the Association and its members agree that they will not authorize, instigate, participate in, encourage, or support any cessation or interruption of services (i.e. the concerted failure to report for duty, or willful absence of an employee from his/her position, or stoppage of work, or

abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purposes whatsoever.

- B. Should differences arise between the Board/Employer and the Association and/or employees as to the interpretation or application of the provisions of this Agreement, it is agreed there will be no work stoppage, walkout, or any other type of concerted action, but, instead, will utilize the grievance procedure or the special conference approach so as to resolve the matter.

ARTICLE XVIII - BOARD'S RIGHTS

- A. The Board, on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all its powers, rights, authorities, duties and responsibilities including those conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States. The exercise of these powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and implied terms of this Agreement and then only to the extent such specific and express terms hereof are in conformity with the Constitution and laws of the United States.
- B. The rights and responsibilities as conferred under the School Code on the Board of Education and the Superintendent are herein preserved.
- C. Except as expressly provided otherwise in the Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested in the Board.
- D. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished herein by the District, shall continue to vest in and be exercised by the District without prior negotiation with the Association either as to the taking of such action under such rights or with respect to the consequence of such action during the term of this Agreement.

Such rights shall include, by way of description and not by way of limitation, the School District's right to:

- 1. to the executive management and administrative control of the school system and its properties and facilities, and to direct the work and activities of its employees;

2. to hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. to determine hours of employment, duties, responsibilities, and assignments of all employees under this Agreement, and the terms and conditions of employment.
4. to determine the methods, means and personnel by which operations are to be conducted; maintain efficiency of operations; and take such actions as may be necessary to carry out its missions.

ARTICLE XIX - SPECIAL CONFERENCE

- A. There may be established under this Article a closed forum hereinafter called "Special Conference". It is understood by the Parties that the Special Conference are not to be construed or utilized as a Grievance Hearing.
- B. Special Conferences for important matters will be arranged by the Association President and the Employer by mutual consent of the Parties. The Association may appoint not more than five (5) members to represent their organization and the Employer may have a like number if it so desires. Such meetings shall be between at least two (2) Representatives of the Employer and of the Association.
- C. Arrangements for the Conferences shall be made in advance and an Agenda provided, in writing, prepared by the Party requesting the Conference. The Agenda shall be presented at the time the Conference is requested. Matters taken up in Special Conference shall be confined to those matters included in the Agenda. The names of the persons to be present shall be submitted prior to the Conferences.

ARTICLE XX - WAIVER

The Parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, neither the Board/Employer nor the Association, for the life of this Agreement, unless mutually agreed, shall be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not referred to or covered in this Agreement.

ARTICLE XXI - ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous Agreements, verbal or written or based upon alleged past practices, between the Board/Employer and the Association and constitutes the entire Agreement between the Parties. Any amendment or agreement supplemental hereto shall not be binding upon either Party unless executed in writing by the Parties hereto.

ARTICLE XXII - EMPLOYEES RIGHTS AND RESPONSIBILITY

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee of the employer shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiation and other lawful activities. The employer agrees that it will not discriminate against any employee for his/her institution of any grievance, complaint or proceeding under this Agreement. If the Association claims a violation of this article, it may appeal the alleged violation through the grievance procedure or to the Michigan Employee Relations Commission but may not use both forums.
- B. It is the responsibility of the Association and individual members to honor Board Policies, Administrative Regulations, not in conflict with the Master Agreement. Neither the Association, its representatives, nor any member shall assume administrative or supervisory authority or direct employees to disregard the instruction or directions of administrators or supervisors.
- C. The employer specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC) or mediator from such public agency.
- D. All employees accept the responsibility to strive for excellence in his/her work and to take advantage of opportunities for continually improving his/her skills and relationship with his/her co-workers and with the public.
- E. Upon proper application, the Board may allow the Association to hold official meetings on the premises and the Association will reimburse the Board for any services which it may have to render because of such meetings. The Association may use the inter-school mails to disseminate information to its members.
- F. In order to provide continuing health protection for students, it shall be the policy of the employer that:
 - 1. Upon initial employment, each employee will be requested to pass a physical examination after an offer of employment has been extended.

2. All employees must have a valid tuberculin skin test or chest x-ray. A certificate of freedom from tuberculosis must be filed with the Personnel Department prior to the opening of the school year or not later than fifteen (15) days after the first day of school. It is the employee's responsibility to obtain the above-mentioned certificate.

Failure to file said certificate by October 1st may result in suspension from employment until such filing has been completed.

- G. If any provision of this 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.

- H. Because every building has problems particular to itself, due to facilities, personnel, and the public, the involved employees are encouraged to jointly develop solutions to the common problems that are not inconsistent with State law, School Board Policy, this Agreement or other higher authorities.

- I. In the case of extreme emergency in an immediate family situation (defined in Sick Leave), a Special Conference may be scheduled between the employer and the employee (Association Representative if requested in writing) to discuss the possibility of a temporary shift change (not to exceed thirty (30) days as a rule.

If the employer concurs with the emergency of the situation, shift preferences within the classification on the same level may be granted on the basis of the employees involved, submitting a mutually signed Agreement.

- J. The employer will provide a Bulletin Board or space on an existing Bulletin Board which may be used by the Association for posting notices.

1. The Bulletin Board shall not be used by the Association for posting or distributing pamphlets of local political matter.

- K. Duly authorized Association representative may be permitted to transact official Association business on school property provided that it shall not interfere with or interrupt normal school operation, and that said representative(s) has the permission of the building principal/supervisor. Such business will be transacted in private.

- L. The Employer agrees to furnish, when practicable, to the Association in response to reasonable written requests from time to time, public information concerning the financial resources of the

District. The Employer further agrees to supply available information, when feasible and when requested in writing which may be necessary for the Association to process any grievance or complaint, except in cases involving confidential personnel records. However, the Employer reserves the right to determine what is germane to the matter so that irrelevant, confidential information on personnel does not become public. The cost for any requested information will be paid by the Association.

- M. Each fiscal year up to seven(7) paid days will be allowed for Association Business, providing the Association makes written application to the Superintendent/Designee prior to the absences.
- N. Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- O. Any case of assault upon an employee shall be promptly reported to the employer. The employer shall render reasonable assistance to the employee in connection with the handling of said incident.
- P. When school is closed due to adverse weather conditions or any other conditions, employees will be expected to report to work unless notified not to work. Employees not reporting for their regularly scheduled work day will have deducted that day's salary. Any unpaid days are exempt from the implementation of Article VI, Section D 10. If an employee arrives at his/her location within two (2) hours of the announced starting time, the employee can work the total number of hours that he/she is normally assigned or the remaining part of the announced work day. Employees reporting for part of a work day will be paid for that portion of the day worked. Bus Drivers and Cafeteria employees will be allowed to use accumulated sick leave day, if available, for any declared school closing due to inclement weather.

Those employees not required to work on scheduled day 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 or health conditions as defined by the city, county, or state health authorities, will not be paid for such days. Such employees shall work on any rescheduled days student instruction which are established by the Board and will be paid at their regular daily rate of pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days.

The Board reserves the right to reschedule all or any part of working time lost resultant from an emergency closing not withstanding any portion of the Master Agreement. The rescheduling of such work time shall not result in any additional cost to the

- Board. For any declared school closing due to inclement weather bus drivers and cafeteria employees electing to use accumulated sick leave day(s) will be reimbursed used sick leave days(s), in lieu of pay, should the school district decide to reschedule all or any part of working time lost resultant from an inclement weather closing.
- Q. The Association may have the right to use school building facilities for meetings in accordance with school policy.
 - R. Copies of this Agreement shall be duplicated by the employer and shall be presented to all employees now employed and hereinafter employed under this Agreement.
 - S. When an employee desires to terminate his employment, there must be at least ten (10) working days notice of resignation with no absences during said period, in writing, given to the immediate supervisor. Resignations of shorter notice shall automatically forfeit any and all benefits, except if the resignation is of an emergency nature (such as sickness in the family, death, etc.).
 - T. Resignation automatically forfeits accruing additional rights and benefits. In the event of reemployment, such employee shall be considered as a new employee.
 - U. Time lost by unauthorized absence from duty will result in a proportionate salary reduction.
 - V. Each employee shall have the right, upon written request, to review the contents of his/her own personnel file. The employee must make an appointment with the Personnel Department in order that an employee of that Department will be present when the employee inspects his/her file. A representative of the Association may, at the employee's request, accompany the employee in his/her review.
 - W. Employees shall refer any discipline problem to the employer for proper disposition.
 - X. Time sheets must be submitted by those responsible the Friday preceding pay day unless cleared with the Accounting Office for Monday submission. These time sheets must be signed by the appropriate administrator.
 - Y. When employee(s) are required by the employer to obtain instruction or training, the employer will assume the cost of tuition.

ARTICLE XXIII - NEGOTIATIONS PROCEDURES

- A. Ninety (90) days prior to the expiration of the Master Agreement, the Association must submit in writing its desire to negotiate an agreement in accordance with the procedures set forth herein in a

good faith effort to reach agreement as stipulated in Act 379 in respect to hours, salaries, and conditions of employment.

- B. 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 and each party may select its own representatives. The 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 or bargaining, subject only to ultimate ratification of the Board of Education and the Association.
- C. If the Parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission or take any other lawful measures it may deem appropriate.
- D. Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representative(s) of the Association for the purpose of effecting a free exchange of facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.
- E. Both parties agree that each team has the right to caucus at any time during negotiation sessions. The parties undertake to cooperate in furnishing information.
- F. There shall be three (3) signed copies of the final agreement for the purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.
- G. All issues proposed for discussion by the Association shall be submitted in writing by the Association at the first official meeting of both parties.
- H. Negotiation sessions shall not exceed three (3) hours; however, negotiation sessions may be extended if mutually agreed.

ARTICLE XXIV - DURATION OF AGREEMENT

This Agreement represents the entire Agreement between the Board and the Association and supersedes all prior Agreements between the parties and shall become of full force and effect from August 8, 1994 and shall continue in full force and effect until midnight, June 30, 1997. and from year to year thereafter unless either party hereto shall give the other party at least sixty (60) days written notice, by registered letter, before the end of the term of this Agreement or before the end of any annual period thereafter, or its desire to modify the existing contract. This Agreement shall be reopened for negotiation of the 1995/96 and 1996/97 Schedule A salaries, as provided for in Article XIV, Section A, and the 1996/97 insurances as provided for in Article XV, but all other terms and provisions of this Agreement shall remain in full force and effect.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on this the Eighth day of August, 1994.

CHIPPEWA VALLEY CUSTODIAL/MAINTENANCE
TRANSPORTATION/CAFETERIA EMPLOYEES-CVSPA

CHIPPEWA VALLEY BOARD
OF EDUCATION

By: Herbert M. Thiel
Association President & Chairperson

By: James D'Angelis
President, Board of Education

By: James F. Munroe
Negotiating Committee

By: Mary Bussell
Secretary, Board of Education

By: Paul Harris
Negotiating Committee

By: Debra C. Wangrud
Chairperson, Negot. Committee

By: Helen Angus
Negotiating Committee

By: H. W. Roush
Negotiating Committee

By: John A. Mathieson
Negotiating Committee

By: J. Diane Briggs
Negotiating Committee

By: Cheryl L. Lupo
Negotiating Committee

By: Edward J. Skiba
Negotiating Committee

By: [Signature]
Negotiating Committee

By: _____
Negotiating Committee

By: Rose Havlish
Negotiating Committee

By: Michael Steinhebel
Negotiating Committee

By: Steve Walsh
Negotiating Committee

By: Sue Turner
Negotiating Committee

MEMBERS OF CVSPA NEGOTIATING TEAM

James Munroe	Sue Turner
Herb Thiel	Rose Havlish
John Berko	Helen Angus
Paul Harris	Cheryl Lupo
John Mathieson	Steve Walsh

MEMBERS OF DISTRICT NEGOTIATING TEAM

Debra C. Wangrud	H. W. Roush
Diane Briggs	Edward Skiba
Michael Steinhebel	

SCHEDULE A

EMPLOYEES WAGE SCALE

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4
Custodian	10.36	11.34	12.79	
Elementary School Head Custodian	12.77	13.57		
Middle School Head Custodian	12.96	13.85		
High School Head Custodian	13.20	14.23		
Skilled Maintenance	13.95	14.70	15.37	16.52
General Maintenance	12.07	12.81	13.47	14.63
Grounds Leader	11.38	12.37	13.80	
Grounds II	11.21	12.08	13.13	
Groundsmen	10.36	11.34	12.79	
Warehouse/Head Custodian	12.26	13.09	14.13	
Warehouse Helper	9.29	9.95		
Laborer	7.75	8.32		
Head Mechanic	13.10	13.85	14.51	15.66
Mechanic	12.07	12.81	13.47	14.63
Bus Driver	9.94	10.67	11.17	12.50
Central Kitchen Coordinator	9.58	10.12	10.69	
Central Kitchen Assistant	7.80	8.49	9.36	
High School Lead Server	7.80	8.49	9.36	
Middle School Lead Server	7.60	7.96	8.59	
Elementary Lead Server	7.46	7.80	8.43	
Elementary Cashier/Helper	7.22	7.46	7.85	
Kitchen Helper	7.22	7.46	7.85	
Food Handler/Custodian	10.36	11.34	12.79	

**A Rate Schedule for employees hired after July 1, 1994 as follows:
New employees - First 52 weeks of employment - 77.5% of Step 1**

MEMORANDUM OF AGREEMENT

It is understood that this Memorandum of Agreement is to verify a mutual agreement that was reached during the bargaining process between the Chippewa Valley Board of Education and the Chippewa Valley Custodial/Maintenance/Grounds/Transportation and Cafeteria employees, CVSPA as indicated below:

It is agreed and supported by the union and ratified by its members that the following ten (10) Cafeteria employees have their district seniority date adjusted to reflect the following dates:

Gabler, Janet	10/15/75	Janicki, Sylvia	10/08/76
Koelzer, Carole	09/09/76	Dalecke, Judith	05/24/78
Bone, Carol	12/06/76	Wisniewski, Geraldine	12/13/77
Frey, Lillian	03/14/77	Rohrbeck, Marian	09/10/76
Harder, Vera	09/10/76	Hutsko, Margaret	10/02/79

As a condition of the implementation of the Agreement, the Union agrees to indemnify and save the Chippewa Valley School District, the Board and each individual School Board Member, and all administrators harmless against any and all claims, demands, costs, suits, grievances, arbitrations or other forms of liability and all court, attorney fees or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Memorandum of Agreement.

It is understood by all parties that the action taken by the administration shall in no way be construed by the Union, employee(s), other Union members, or other employee(s) to be a precedent for any other employee(s) in the future or be construed as establishing a practice or precedent in any future case.

It is further agreed and accepted by the parties that no grievance or court action will be supported or initiated by the Union and/or employee(s) regarding this particular agreement nor use this adjustment and agreement as evidence in any future claim(s) or demand(s) by any employee(s).

It is accepted that this understanding applies exclusively to the aforementioned employees under the terms and conditions stipulated herein.



CHIPPEWA VALLEY SCHOOLS

19120 Cass Avenue, Clinton Township, MI 48038
(810) 228-5500 • FAX: (810) 286-2332

Dr. James J. Rivard
Superintendent

July 29, 1994

Mr. Herbert Thiel, President
Chippewa Valley Support Personnel
Association
46906 Arapahoe
Macomb Twp., MI 48044

Dear Mr. Thiel:

You are hereby advised that beginning with the fiscal year starting July 1, 1994, the District will enforce Article XIV, Section (E) (1) (b) of our Master Agreement dated August, 1994, which states:

"A vacation may not be postponed from one year to the next and made cumulative, but will be forfeited unless taken during the fiscal year."

The parties will meet no later than September 30, 1994 and conclude an arrangement establishing an orderly schedule for employees to utilize vacation days which have been accumulated.

Very truly yours,

Debra C. Wangrud
Assistant Superintendent
of Personnel and Labor Relations

DCW/et

MISSION

The mission of the Chippewa Valley School District, the focal point of a growing and diverse community, is to assure that all students will graduate and have the necessary skills to work effectively with others, solve problems, and be productive, contributing members of a rapidly changing global society by utilizing innovative learning experiences and partnerships in a challenging and supportive environment.



MEMORANDUM OF UNDERSTANDING

BETWEEN

CHIPPEWA VALLEY SUPPORT PERSONNEL ASSOCIATION

AND THE

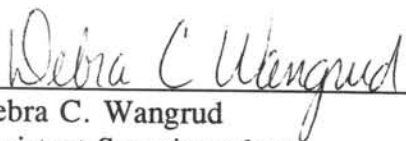
CHIPPEWA VALLEY BOARD OF EDUCATION

For the Duration of the 1994-1997 Master Agreement, it is understood and agreed that the Chippewa Valley Board of Education will not eliminate or contract to eliminate any Chippewa Valley Support Personnel Association bargaining unit position with any outside company, private firm, or subcontracted individuals.

This letter is to clarify the current contract and does not negate any provisions of the current contract nor the practices of the Board of Education, nor does it negate previous practices of the Board of Education, nor does it restrict the ability of the district to determine appropriate staffing levels.

FOR THE BOARD:

FOR THE ASSOCIATION:



Debra C. Wangrud
Assistant Superintendent
of Personnel and Labor Relations



Herbert Thiel
President, CVSPA

Date

Date

