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A G R E E M E N T

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**THE CLINTON COMMUNITY SCHOOLS
BOARD OF EDUCATION**

a n d

**THE CLINTON EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION, MEA/NEA**

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Clinton Community Schools

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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A G R E E M E N T

This Agreement is made and entered into this 19th day of December, 1988, by and between the Clinton Community Schools Board of Education (hereinafter called the "Board") and the Clinton Educational Support Personnel Association, MEA/NEA (hereinafter called the "Association").

ARTICLE I RECOGNITION

A. Association Recognition

The Board hereby recognizes the Association as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

B. Inclusion and Exclusions

The Board recognizes the Association as the sole and exclusive bargaining representative for the following classifications: cook, cook's helper, cafeteria helper, teacher aide, secretary, library assistant, and bus driver, but excluding all supervisory and confidential employees. Substitute drivers shall be covered under the wage schedule only.

C. Employee/Bargaining Unit Member Defined

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

D. Substitute Defined

It is expressly understood and agreed that a substitute shall in no case fill a bargaining unit position for a period in excess of the probationary period.

E. Days Defined

All reference to "days" shall mean business days of the Board office exclusive of Saturdays, Sundays or holidays unless otherwise specified.

ARTICLE II
BOARD RIGHTS

A. Rights in General

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

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees during the business day.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, including dismissal or demotion or transfer of all such employees.
3. To determine the workload, number of personnel, hours of employment and the duties and responsibilities, and assignment of employees covered under this Agreement.

B. Limitations

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the express and specific terms of this Agreement and then only to the extent such express and specific terms hereof are not in conflict with the Constitution and the Laws of the State of Michigan, and the Constitution and the Laws of the United States.

ARTICLE III
EMPLOYEE/ASSOCIATION RIGHTS

A. Right to Support Association

Pursuant to applicable Michigan Statutes, the Board hereby agrees that every employee of the Board of Education covered under this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage or deprive or coerce any employees in the enjoyment of any rights conferred by Act 379 of the State of Michigan or of the Constitution of the United States.

B. Non-Discrimination

The Board will uphold fair employment practices as well as Civil Rights principles and will not discriminate against any employee with respect to hours, wages, or any term or condition of employment by reason of membership in the Association. Both parties agree not to discriminate against any person or persons because of race, creed, color, religion, sex, age, or national origin.

C. School Building Use

The Association and its members may use the school building facilities at reasonable times and hours for meetings as long as it does not interfere with the job responsibilities and operations and when such buildings are available. Such use of the building for Association meetings must be arranged for with the building principal in advance. The administration retains the right of room assignment.

D. Posting Notices and School Mail

The Association shall have the right to post official notices approved by the Association of activities and matters of Association concern on existing bulletin boards, at least one of which shall be provided in each school building and the Association shall have the right to use the Interschool mail carrier system to send notices and other Association information to stewards.

E. Providing Information

The Board agrees to furnish to the Association, in response to timely requests, under the Freedom of Information Act, all available public information in the form it is maintained by the Board concerning the financial resources of the district, together with other information which may be necessary for the Association to process any grievance or complaint, provided that personal information respecting individual association members shall not be disclosed.

F. Payroll Deduction of Dues

The Board shall make dues or service fees deductions from each employee's pay for employees submitting signed payroll deduction authorization forms to the Board and remit to the designated financial officer of the Association the full amount collected no later than 20 days after each designated deduction date together with a listing of each employee, the employee's social security number, and the amount that is deducted.

1. The Association President shall notify the payroll office in writing of the amount of dues or any changes in the amount no later than 20 days prior to a designated deduction date.

2. Authorization forms shall be on file in the Personnel Office at least 20 days prior to a designated deduction date. The Association shall submit a list of employees and the amount to be deducted from each employee.
3. Designated deduction dates shall be once a month.
4. Any employee who is not a member of the Association in good standing or who does not make application for membership in ninety (90) calendar days after the completion of the probationary period shall, as a condition of employment, pay a service fee to the Association. The employee may authorize payroll deduction for such fee in the same manner as dues deduction or the employee shall pay the service fee directly to the Association.
5. In the event that the employee shall not pay such Service Fee directly to the Association or authorize payroll deduction, the Board shall at the written request of the Association either deduct the Service Fee from the employee's wages and remit same to the Association or dismiss the employee for just cause within ninety (90) days of receipt of the Association's written notice.
6. The Association agrees to indemnify and save harmless the Board for the purpose of complying with Paragraph 4 and 5 should any claims, suits or other forms of liability arise out of, or by reason of, action taken by the Board or its agents.

G. Released Time for Grievances/Negotiations

Association representatives shall not lose time or pay for authorized time spent in grievance hearings, or negotiations during their regular scheduled working hours, after arrangements have been made with their immediate supervisor, provided the activities cannot be scheduled outside the working day.

H. Representation

An employee shall be entitled to have an Association representative present in any meeting with his/her supervisor or a representative of the Employer in which the employee is to be disciplined or in which the Employee is under investigation which could lead to discipline against the employee. When a request for such representation is made, no further action shall be taken until a representative can be present.

I. Discipline only for Just Cause for Non-Probationary Employees

Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing. The employee shall have the right to defend herself/himself against any and all charges. When

the Employer feels disciplinary action is warranted, such action must be initiated within ten (10) business days of the occurrence of the condition giving rise to the action, or within ten (10) business days of the date it is reasonable to assume that the Board first became fully aware of the conditions giving rise to the discipline. Among the causes, which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action, are the following: alcohol or drug abuse, dishonesty, insubordination, felony conviction, or willfull violation of Employer's rules.

J. Progressive Discipline

Due process procedures will be followed in disciplinary actions which may include verbal warnings or reprimands, written warnings or reprimands, suspensions with or without pay, or dismissal. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated said action and; therefore, might begin at an intermediate level or higher.

K. Files and Records

1. An employee shall have the right to schedule with the Superintendent's office a review of the contents of his/her personnel file, excluding initial references, of the district pertaining to the employee originating after initial employment and to have a representative of the Association accompany the employee in the presence of the employer in such review.
2. Employee's will have an opportunity to review written material placed in their personnel file.

L. Assault

Any instance of assault upon an employee while in the performance of his/her assigned duties shall be promptly reported to the Employer or its designated representative.

M. Copies of Agreement

The Board will furnish a copy of this agreement to each employee in the bargaining unit and to each new employee and five (5) additional copies to the Association without cost.

ARTICLE IV
VISITATION

Upon request by the Association, with the approval of the administration and the presentation of proper credentials, officers or accredited representatives of the Association may be admitted onto the Employer's premises during working hours for the purpose of

adjusting grievances, provided that said visitation shall not disrupt orderly operations.

ARTICLE V
ASSOCIATION REPRESENTATIVES

A. Selection of Stewards

The employees will be represented by a Steward for each classification who shall be chosen or selected in a manner determined by the employees and the Association and whose name shall be made known to the Employer in writing.

B. Super Seniority

During the term of office of the Association's officers, i.e. President, Vice President, Secretary and Treasurer, they shall be deemed to head the seniority list for the purposes of lay off and recall only; provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.

C. New Hires Information

The Board shall supply the Association Representative the following information within the newly hired Employee's first week of employment: name, date of hire, address, social security number, classification, and job location.

ARTICLE VI
SAFETY

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work in accordance with the provisions of the Occupational Safety and Health Act, State and Local regulations.

ARTICLE VII
JURISDICTION

Persons who are not covered by the terms of this Agreement shall not perform work covered by this Agreement for the purposes of replacing or displacing employees covered by this Agreement.

ARTICLE VIII
CONTRACTUAL WORK

The right to contract or subcontract shall not be used for the purpose of undermining the Association, nor to discriminate against any of its members, nor shall the use of contracting or subcontracting

result in the reduction of the present work force as is now in effect, nor in the event of the extension of service shall contracting or subcontracting be used to avoid the performance of work covered under this Agreement.

ARTICLE IX
SENIORITY

A. Probationary Period

A newly hired employee shall be on a probationary status for ninety (90) working days, taken from and including the first day of employment. If at any time prior to the completion of the ninety (90) working day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed by the Employer during this period without appeal through the grievance procedure by the Association or the employee. The probationary period for bus drivers shall be sixty (60) working days.

B. Seniority Defined

Seniority shall be defined as the length of an employee's continuous service within his/her respective classification from his/her most recent date of hire. Date of hire is defined as the first paid day of work. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire. Seniority shall not transfer from one classification to another.

C. Loss of Seniority

An employee will lose their seniority for the following reasons:

1. The Employee resigns.
2. The Employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
3. The Employee retires.

D. Seniority on Layoff and Leaves

Seniority shall be retained, but not accumulated, for an employee on layoff or on any unpaid leave of absence pursuant to this Agreement, including Worker's Compensation. Seniority shall continue to accumulate for an employee on any paid leave of absence pursuant to this Agreement.

E. Transfers Out of Bargaining Unit or Classification

Seniority shall be retained, but not accumulated, for an employee who transfers to a position outside of the bargaining unit, or a classification, with that employee having the right to exercise the seniority that he/she had accumulated while he/she was a member of the bargaining unit. He/she has a right to return to the bargaining unit and displace the lowest

senior employee in the bargaining unit, in the event that such employee vacates his/her position outside of the bargaining unit or classification.

F. Seniority Lists

An agreed to seniority list shall be furnished to each employee covered by this Agreement on or about September 30th of each year. Such list shall contain each employee's name, date of hire, job location and classification. Seniority in classification shall be as of date of entry into the classification.

G. Classifications

The bargaining unit's various classifications shall be:

- | | |
|---------------------|----------------------|
| 1. Cook | 5. Secretary |
| 2. Cook's Helper | 6. Library Assistant |
| 3. Cafeteria Helper | 7. Bus Driver |
| 4. Teacher Aide | |

H. Ties

In the event more than one employee has the same length of service in a seniority classification, seniority ranking shall be first determined by total years of service in the district. If a tie still exists employees shall be ranked in order of the highest four digit numbers taken from the last four digits of each employee's social security number.

ARTICLE X
VACANCIES, TRANSFERS, AND ASSIGNMENTS

A. Vacancy Definition

A vacancy shall be defined as a newly created position or a present position that is not filled due to a resignation; retirement; discharge for cause, and such discharge is not reversed through the grievance procedure; and an unpaid leave of absence, pursuant to this Agreement, including Worker's Compensation.

B. Notice

Notice of all vacancies in the bargaining unit, shall be furnished to each employee covered by this Agreement within one (1) pay period from the date of vacancy, and the employees shall be given five (5) business days time in which to make application to fill the vacancy or new position. The most senior employee within that classification making application shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications and ability to perform the duties of the job involved.

Said notice shall contain all of the following information:

1. Classification
2. Type of work
3. Location of Work
4. Starting Date
5. Number of Hours to be Worked
6. Qualifications
7. Rate of pay
8. Bus runs (title of run, appropriate driving time and miles driven)

C. Newly Promoted or Transferred Employees

A newly promoted or transferred employee shall serve a probationary period of forty-five (45) working days. The newly transferred or promoted probationary employee shall immediately receive the non-probationary rate for the new classification, except for the cook's helper, cafeteria helper and bus drivers.

During the probationary period the employee may at any time return to their former position, or in the event the employee's work performance is unsatisfactory to the Board, the employee may be returned to his/her former position.

D. Temporary Vacancies

The Board shall have the right to hire a temporary employee during the time that an employee who is covered by this Agreement is not on the job for a temporary period of time, due to a paid leave of absence. If a paid leave turns into an unpaid medical leave, with a combined length of less than six (6) months, the vacancy shall still be considered a temporary vacancy. If it is determined that the regular employee will not be returning to their regular job, that position will then be considered to be vacant, and will be filled as specified in Paragraph B of this Article. A temporary employee shall not be covered under the terms of this Agreement.

1. Cook, Cook's Helper and Cafeteria Helper - When an employee is off the job, the employer will determine the number of hours needed to replace the absent employee. Present employees who are working less hours than the absent employee shall be given the opportunity to increase their hours, if needed, provided the employee filling the vacant position has the qualifications required for the available vacancy and the ability to perform the duties of the job involved, as determined by the employer.
2. Teacher Aide and Secretary - If an employee is off the job, based on seniority, present employees who are working less hours than the absent employee shall be given the opportunity to increase their hours, providing the employee filling the vacant position has the qualifications required for the available vacancy and the ability to perform the duties of the job involved as determined by the employer.

E. Pay for Temporary Transfers

Any employee temporarily transferred from their classification to another classification within the bargaining unit, shall either be paid the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher, except for the cook's helper and cafeteria helper.

F. Length of Temporary Transfer

Temporary transfers shall be for a period of no longer than Ninety (90) calendar days, except in the event that both parties mutually agree to an extension of the Ninety (90) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the Ninety (90) calendar day time period, the position shall then be considered a vacancy and posted for bidding from interested employees.

G. Involuntary Transfers

The parties agree that involuntary transfers of employees shall be minimized to the extent possible and utilized only after voluntary transfers have been sought. In the event an involuntary transfer is necessary, then the least senior qualified employee who has the ability to meet the requirements within that classification shall be transferred.

H. Transfer Pay for Cook's Helper and Cafeteria Helper

1. When the cook's helper or cafeteria helper is temporarily transferred to the cook classification on a substitute basis, they shall be paid 50 cents per hour less than the base rate for the cook's classification.

When transferred on a permanent basis, the employee would be paid 50 cents per hour less than the base rate for the cook classification for only the probationary period.

2. Cafeteria helpers transferring to the cook's helper classification shall be granted a 15 cent per hour increase over the base rate of the cafeteria helper classification.

When transferred on a permanent basis, the employee would be granted the 15 cent per hour increase for only the probationary period.

I. Vacancies and Assignments for Bus Drivers

1. The Board shall, prior to the start of the school calendar year, meet with the Bus Drivers who are scheduled to drive for that year, and present all vacancies that have occurred since the conclusion of the previous school year. The

employee shall indicate his/her preference as to the available runs by numbering of said runs beginning with his/her first (1st) choice and numbering as to his/her last choice. The Board upon receipt of the returned bid slips, shall then assign those vacant runs first to the regular bus drivers based on their seniority, and then the vacancies that still exist after the assignment of the regular drivers. In the event that vacancies still exist after all of the regular bus drivers have been given opportunity to bid on such vacancies, the Board shall then have the right to hire any new employees that would be required to fill such vacancies.

2. All of the Bus Drivers who drove bus for the Board at the conclusion of the previous school year shall return to their bus run or runs that they were assigned that previous school year, except in the cases where the driver bids on, and is assigned any vacant bus run or runs.
3. In the event that an employee is granted a leave of absence, such temporary vacancy shall be offered to the regular drivers first based on seniority. Temporary vacancies are deemed temporary as long as the regular bus driver is on a paid leave of absence. If a paid leave turns into an unpaid medical leave, with a combined length of less than six months, the vacancy shall still be considered a temporary vacancy. When it is determined that the regular driver will not be returning to their run or runs, those runs will then be considered to be vacant, and will be filled as specified in Paragraph B of this Article.

ARTICLE XI
LAYOFF AND RECALL

A. Layoff

1. Layoff shall be defined as a necessary reduction in the work force as determined by the Board.
2. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing at least fourteen (14) calendar days prior to the effective date of layoff.
3. The reduction procedure shall be individually applied within each classification as follows:
 - a. Probationary employees shall be laid-off first provided there are more senior employees who possess the qualifications to perform the job.
 - b. In the event seniority employees must be laid-off, layoff shall be determined by the following order:

- (1) The least senior within the classification being reduced, provided there are more senior employees, remaining within the classification who possess the qualifications to perform the duties of the position(s) available.
- (2) In the event an employee is reduced from a position and no position is available to the employee within the classifications in which the reduced employee has acquired seniority, the reduced employee shall have the opportunity to make application to any posted vacancies within the unit. Should the employee be given one of the posted positions he/she shall retain the right to his/her job classification should a position become available for which he/she is qualified.
- (3) An employee reduced from a position in his/her present classification shall be retained at his/her request in a position in another classification in which he/she has previously accumulated seniority, provided there is a less senior employee in that classification and the reduced employee possesses the qualifications to perform the job.

B. Recall

1. When there is a vacancy employees shall be recalled in order of greatest seniority within the classification from which they were reduced or within any classification in which they have accumulated seniority, provided the employees possess the qualification to perform the duties of said positions. In the event a tie exists, the employee with the greatest total years of service in the district shall be recalled first.
2. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. A recalled employee shall notify the employer within five (5) days after receipt of recall of his/her acceptance or rejection and must report to work within ten (10) working days after such notification. The Board may fill the position on a temporary basis until the recalled employee can report to work.
3. An employee offered his/her former position or a comparable position, i.e. same classification, hours and pay to the one previously held who declines recall shall forfeit his/her seniority rights.
4. Employees shall remain on the recall list for a period of two years or the length of their seniority whichever is

less. After an employee is deleted from the recall list he/she shall have no recall rights.

5. Probationary employees shall have no recall rights.

ARTICLE XII
ELIMINATION OF A BUS RUN

Whenever it is determined by the Board that it is necessary to eliminate an entire run or runs, the affected driver(s) shall have the right to exercise their classification seniority and bump a less senior driver, in order that the affected driver(s) would be able to maintain their same number of runs. A driver who is bumped by a more senior driver would be able to exercise his/her seniority in the same manner. The driver whose run is eliminated, or who is bumped, but does not have enough classification seniority to displace another driver, shall be caused to drive a lesser amount of runs, or the driver shall be laid off, whichever is applicable. In the event a driver who bumps a less senior driver reverts back to his/her run which was eliminated, all drivers affected by the bumping procedure shall return to their original runs prior to the bump.

ARTICLE XIII
NEW JOBS

A. New or Revised Job Duties

The Board shall notify the Association in writing when new or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into effect a new classification and a rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Board shall notify the Association in writing of any such temporary job which has been placed into effect upon the institution of such job.

B. Temporary to Permanent

The new classification and rate of pay shall be considered temporary for a period of Thirty (30) calendar days, following the date of written notification to the Association. During this Thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Association may request in writing of the Board to negotiate the classification and rate of pay. The negotiated rate if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been

assigned a permanent rate of pay, either as a result of the Association not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A of this Agreement.

ARTICLE XIV
PAID LEAVES

A. Sick Leave

Each employee covered by this Agreement shall accumulate one (1) sick leave day per month in an individual single sick leave bank with a maximum accumulation as follows:

<u>CLASSIFICATIONS</u>	<u>MAX. ACCUMULATION</u>
COOK, COOK'S HELPER & CAFETERIA HELPER	55

Above employees who have in excess of the maximum fifty-five (55) days shall retain those days for future use.

TEACHER AIDE, SECRETARY & LIBRARY ASSISTANTS	60
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Above employees who have in excess of the sixty (60) days maximum accumulation as of the effective date of this Agreement, due to past accumulation, shall have the following option:

1. Retain and use all sick days as needed; or
2. Elect to be paid for all days in excess of the sixty (60) day maximum accumulation at the rate of twenty dollars (\$20) per day.

BUS DRIVER	35
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When a bus driver reaches thirty-five (35) days in his/her bank, he/she shall have the following option:

1. Continue to bank his/her days to a sixty (60) day maximum; or
2. Be paid at the rate of fifty-five (55) percent for all days accumulated over thirty-five (35) at the end of the school year.

1. Personal and Family Illness

Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by

sickness, injury, disability (including maternity), or for emergency medical, dental, or optical examination or treatment. Up to a maximum of five (5) sick leave days shall be granted when a member of the immediate family of the employee requires the care and attendance of the employee due to illness or injury. Immediate family shall be defined as spouse, children, parents, brothers or sisters of the employee.

2. Notice to Board

Employees who are unable to perform their duties because of illness or disability should notify the employer as soon as possible before the start of their work day. If an illness or disability extends beyond the first (1st) day, the employee and the employer may make arrangements as to the frequency of notification of the continued illness or disability.

3. Severance Pay

Upon separation or retirement, the employee shall be paid as follows:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>
COOK, COOK'S HELPER, CAFETERIA HELPER (Minimum of five (5) consecutive years of service.)	Twenty percent (20%) of the daily salary for each unused accumulated sick leave/personal leave day banked in his/her name.
TEACHER AIDE, SECRETARY & LIBRARY ASSISTANT (Minimum of five (5) consecutive years of service provided the employee is a 40 hour employee. All others shall be pro-rated.)	Twenty dollars (\$20) per day for each unused day accumulated.
BUS DRIVER	Fifty-five percent (55%) of his/ her regular daily pay for each unused day accumulated.

4. Sick Leave Records

Records of sick leave accumulated and taken shall be maintained on the employee's bi-weekly paycheck.

5. Exhausted Sick Leave

Secretaries, Library Assistants and Teacher Aides who have exhausted their sick leave credit and are still unable to work, may be paid for any unused vacation days.

6. Emergency Days

The Cook, Cook's helper and Cafeteria helper shall be granted a day(s) for an emergency in the immediate family, i.e. spouse, children, parents, brothers or sisters of the employee. Emergency days must be requested with a stated reason and shall be deducted from the employee's sick leave bank.

B. Funeral Leave

1. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family, i.e. spouse, children, parents, brothers, or sisters of the employee. All employees covered by this Agreement shall be covered up to three (3) working days off with pay in the event of a death in the employee's remaining family, i.e. mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren. The above days will not be deducted from the employee's accumulated sick leave. Additional time off for traveling to said funeral may be granted if warranted and deducted from the employee's allowable sick leave. Absence to attend other funerals of friends or relatives will be permitted and will be deducted from the employee's accumulated sick leave.
2. In the event of the death of an employee of the Board, funeral leave shall be restricted to a representative employee(s) within the bargaining unit to attend the funeral, with that number to be mutually agreed upon between the Superintendent of Schools and the Association President.

C. Personal Business Days

Each employee covered by this Agreement shall receive two (2) personal business days per year for the purpose of attending to, or caring for, personal matters during the course of the year, which shall not be deductible from the employee's allowable sick leave. The use of the personal leave must be arranged with the Board prior to the use of such personal leave time. Any unused personal leave days shall be accumulated into the employee's individual sick leave in addition to the employee's normal accumulative sick leave at the end of the school fiscal year.

Personal business days shall not be utilized for social activity, other employment, travel for recreation or vacation, recreation, or vacation, but only for attending to personal affairs which cannot be reasonably handled outside of the work day and which require the presence of the employee.

The Administration reserves the right to control the number of absences that may be granted on any given day. The employee

requesting a personal business day leave must make application to the Administration as early as possible, but in no case less than twenty-four (24) hours prior to the date of the absence, except in cases of emergency.

D. Jury Duty etc.

An employee called for jury duty shall notify the building principal as soon as possible. An employee who serves on jury duty shall be paid at the regular daily rate for each day that the employee is required to be absent because of jury duty. However, any compensation (excluding mileage and meals) received by the employee for jury duty shall be remitted by the employee to the school district. On any day that an employee's jury duty obligations cease prior to 1:00 p.m. the employee shall immediately report to his/her regular assignment.

ARTICLE XV
UNPAID LEAVES

A. Personal Disability

An employee who, because of illness, disability (including maternity), or accident; is physically unable to report to work, and has exhausted all means of allowable compensation from the Board, shall be granted a unpaid leave of absence without benefits for the duration of such disability, provided the employee notifies the Board of the necessity therefore, and provided further that the employee supplies the Board with a statement from their medical or osteopathic doctor of the necessity and length of time for such absence and for the continuation of such absence including return to work when the same is requested by the Board. The unpaid leave of absence shall be for a period of up to one (1) year subject to renewal at the discretion of the Board.

B. Family Disability

Unpaid leaves of absence shall be granted for up to one year for physical or mental illness, prolonged serious illness in the employee's immediate family, which includes husband, wife, children, or parents subject to renewal at the discretion of the Board.

C. Training

Unpaid leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved education institution.

D. Reinstatement After Military Service

The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

E. National Guard/Reserve Duty

Unpaid leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event the employees are ordered to active duty for the purpose of handling civil disorders, providing such employees make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

F. Association Leave

Any employee in the bargaining unit who is either elected or appointed to a full time 40 hour per week position or office in the state or national association, whose duties require their absence from work, shall be granted an unpaid leave of absence for the term of such office or position.

G. Parental/Child Care

An unpaid leave of absence of up to one year may be granted to any (male or female) bargaining unit member for the purpose of care of their child. Said leave shall commence upon the date agreed to by the employer and the employee. It is further provided that:

1. A pregnant bargaining unit member may commence said child care leave prior to, or subsequent to the birth of her child at her option. A child care leave of absence up to one year may be available to the bargaining unit member upon termination of her disability sick leave benefits, at the option of the employee. The employee may request early termination of the leave anytime after the birth of the child or in the event of death of said child and provided that she is physically able to perform her work responsibilities.
2. Application to the Superintendent shall be made thirty (30) calendar days prior to the expected beginning of the leave. The physician's notice shall also specify the beginning, duration and return date of the leave.

H. Request in Writing

All reasons for leaves of absence shall be in writing, stating the reason for the request, the starting date and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the Employee, and a copy sent to the Association.

I. Physical Examination

The employee may be required to submit to a physical examination by the Board's physician, at the Board's expense, upon being placed on or returning from a medical leave of absence. An employee who meets all of the requirements as hereinbefore specified shall be granted an unpaid leave of absence and shall retain seniority as accumulated at the beginning of the leave, and the employee shall be entitled to resume their regular seniority status and all job and recall rights upon return to work. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employee and the Employer.

J. Personal Leave

Leaves of absence for personal reasons, not to exceed one (1) year may be granted by the Board at its discretion.

K. Return to Position

Upon expiration of an unpaid leave of absence, an employee shall be returned to a comparable position, i.e. same classification, hours and pay. Return shall be subject to the operation of the reduction of personnel procedures of this Agreement. A reminder notice shall be mailed twenty-five (25) calendar days prior to the expiration of the leave to the employee at his/her mailing address on record at the Board office. At least fifteen (15) calendar days prior to the date a leave is scheduled to expire, a bargaining unit member shall notify the Employer of his/her intent to return to work. If the Employee does not give timely notice, then the employee's response time shall be extended by the same number of days. Failure by the employee to give notice of return shall be deemed as a resignation.

ARTICLE XVI
HOURS AND WORK WEEK

A. Cook, Cook's Helper, Cafeteria Helper, Teacher Aide, Secretary and Library Assistant

1. Work Hours

- a. The regularly scheduled work week shall consist of

not more than forty (40) hours, beginning at 12:01 a.m. Monday and ending 120 hours thereafter.

- b. The normal work day shall be eight (8) consecutive hours for full time employees and lesser amounts for part-time employees. All employees working four (4) hours or more shall be given a thirty (30) minute duty free lunch period without pay.
- c. The cook, cook's helper, cafeteria helper and teacher's aides shall work when students are in session. Secretaries shall work a minimum two (2) weeks before and two (2) weeks after the school year when students are in session in addition to teacher in-service days and records days. Library Assistants shall work a minimum of 183 days per school year which includes the August in-service day, January Records Day and June Records Day.

2. Overtime Rates

Overtime Rates will be paid as follows:

- a. Time and one-half (1 1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in a one work week, for which overtime has not already been earned.
- b. Time and one-half (1 1/2) will be paid for all hours worked on Saturday.
- c. Double time will be paid for all hours worked on Sunday.
- d. No employee shall be required to take time off from his regular schedule, or have his hours reduced as a result of having to report to work prior to the employee's established starting time, or because the employee worked over eight (8) hours in a work day.
- e. As an option, the Board and employee may be able to arrange schedule adjustments where mutually agreed to between the employee and supervisor without a payment of overtime.

3. Reporting Pay

Employees called to work or permitted to come to work without being notified by the Board that there will be no work, or who have been notified that there is less work than they are regularly scheduled to work, shall receive three (3) hours pay, (two (2) hours pay for cook, cook's helper and cafeteria helper), or if the employee is

regularly scheduled to work less than three (3) hours per day, (two (2) hours per day for cook, cook's helper and cafeteria helper), that employee shall then receive their regular daily rate of pay.

4. Call Back

Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive the pay for the actual hours worked at the appropriate rate of pay, or a minimum of two (2) hours pay at his straight time hourly rate, whichever is greater.

5. Distribution of Overtime

Overtime shall be divided and rotated as equally as possible according to seniority within each specific classification within the building among those employees who regularly perform such work.

6. Rest Periods

Each employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period with pay for each four (4) hours worked per day. Cafeteria employees working five (5) hours through seven and a half (7 1/2) hours per day shall receive two (2) fifteen (15) minute paid breaks. The Board shall designate an area within the vicinity of the employee's work area to take such rest and lunch periods.

7. Travel Time for Teacher's Aide

Teacher's Aide shall have five (5) minutes paid travel time scheduled between the Elementary and Middle Schools, Ten (10) minutes paid travel time between the Elementary School and High School and between the Middle School and High School.

8. In-Service Day

Employees may be sent to workshops or other types of in-service sessions at the request of the supervisor and with administrative approval. Those employees shall receive their regular hourly rate of pay for the appropriate number of hours of the in-service session plus direct expenses of mileage and/or meals. Mileage and meal expenses to attend and participate in county in-service programs held in the county will not be paid.

B. Bus Drivers

1. Work Hours

- a. The regularly scheduled work week shall consist of forty (40) hours, beginning at 12:01 a.m. Monday and ending 120 hours thereafter.
- b. The normal work day shall be whatever would constitute the Bus Driver's normal daily bus runs.
- c. Bus drivers shall work when students are in session.

2. Reporting Pay

Any employee called to work or permitted to come to work without being notified that there will be no work shall be paid the minimum amount of reporting pay according to the schedule below:

- | | |
|----------------|-------------------------|
| 1. Regular run | One (1) regular run pay |
| 2. Field Trip | Two (2) hours pay |
| 3. Vo-Tech Run | Two (2) hours pay |

It shall be the responsibility of the employee to be available for communication at a pre-determined phone number.

3. Distribution of Extra Runs

- a. Definition: Extra bus runs are herein defined as those runs which are not normally scheduled daily.
- b. The Board shall give a minimum of twenty-four (24) hours notice as to the scheduling of an extra trip, except in cases of emergency.
- c. The Board shall post on the employee bulletin board as to the name of the employee or employees who are awarded the extra trip or trips.
- d. An employee who drives an extra trip shall be paid a minimum of two (2) hours pay, or the actual pay for the time of the extra trip, whichever is greater, with the exception of the "nuisance" runs, which shall be paid actual time plus fifteen (15) minutes. Drivers may pass on a nuisance run and not lose their place on the rotation list for a scheduled field trip. If an emergency arises and the supervisor is unable to drive the nuisance run, the driver may take the nuisance run in addition to the scheduled field trip or may pass and not lose his/her place on the rotation list.
- e. At the beginning of each school calendar year, each bus driver shall indicate in writing to their immediate

supervisor on forms provided by the Board, if he/she desires to be placed on either the Active or Inactive Seniority List, so that the immediate supervisor will have an available listing of all of the bus drivers who desire to drive the extra bus runs. An employee may also request to be transferred from either the Active Seniority List to the Inactive Seniority List or from the Inactive to the Active Seniority List at any time during the school year, by requesting such forms from the immediate supervisor and by submitting the proper application in writing to the immediate supervisor.

- f. When extra bus runs are to be scheduled, the immediate supervisor shall first contact the bus driver with the highest seniority on the Active Seniority List. Then, as additional extra runs become available, the immediate supervisor shall continue to go down the entire Active Seniority List until each bus driver has either driven an extra run or has had the opportunity to drive an extra run. When all of the bus drivers on the Active Seniority List have either driven an extra run, or were asked, and were unable to do so, the immediate supervisor shall go to the most senior bus driver on the Active Seniority List and continue to rotate all the Extra Bus Runs according to seniority among all of the bus drivers on the Active Seniority List. The driver who drives an extra trip during the time period in which his/her regular run or runs are scheduled, shall be paid the regular rate of pay, minus one (1) hour for each regular run which falls during the time period the driver is driving the extra run. Persons on the active seniority list are required to drive the scheduled trip unless an acceptable excuse is presented. When extra runs are scheduled for and accepted by the bus driver, it shall be proper for the immediate supervisor to obtain a substitute driver for any regularly scheduled runs the driver may miss because of the conflicting time limits.
- g. If no regular driver on the Active Seniority List is able to drive the extra trip, the supervisor shall offer the extra trip to a sub.

4. Overtime Compensation

- a. In the event a driver drives an extra trip on Saturday, that employee shall be paid time and one-half his/her regular rate for all hours worked.
- b. In the event a driver drives an extra trip on Sunday, that employee shall be paid double time his/her regular rate for all hours worked.

5. Vo-Tech, Special Education and Kindergarten Runs

- a. When one of the regular drivers is absent, the Vo-Tech and Special Education Runs shall be rotated equally according to seniority among all of the drivers.
- b. Subs may drive the Vo-Tech and Kindergarten runs if regular drivers have been asked and are unavailable.

6. In-Service Day

Drivers will attend an in-service held for this county. Drivers will be paid at the field trip rate and it will be mandatory that every driver attend the clinic. The Board will pay drivers for the number of hours the clinic is in session.

7. Perfect Attendance

As an incentive to improve bus driver attendance, the Board shall pay \$100 at the end of each school year to each regular driver who has maintained perfect attendance. Perfect attendance is interpreted to mean that the driver does not miss for any reason a regularly scheduled bus run.

ARTICLE XVII
DISCIPLINE OF STUDENTS RIDING THE BUS

It will be the job of the bus driver to maintain discipline on the bus.

A. Oral Warning

Whenever disciplinary problems involving any student or students on the bus driver's run occur, the bus driver shall first give the student or students an oral warning.

B. Written Reprimand

If the student or students continue to be disruptive or disorderly, endangering the safety of the passengers or depriving other students their rights as riders, the bus driver will issue a written reprimand citing the specific violations that have occurred, other matters relative to the student's behavior, and a warning of the possible loss of riding privilege if the misbehavior continues. The student will once again be informed of the conduct that is expected of him and the written reprimand must be signed by a parent or custodian prior to the student's return on the bus.

C. Subsequent Action - Time Off the Bus

If the student or students continue to be disruptive or disorderly, a second written reprimand will be issued and the

matter will be taken to the bus supervisor who will hold a conference with the bus driver, building principal, the student and the parents. The supervisor will take appropriate disciplinary action including time off the bus, and will notify the driver as to the disposition of the action taken, and will keep the driver informed as to any subsequent action taken. A student's continued misbehavior could result in total loss of bus riding privilege as determined by the bus supervisor and building principal.

- D. After a Board Policy is developed and adopted regarding the discipline of students riding the bus and copies distributed to all bus drivers, then this article shall no longer continue to be in effect.

ARTICLE XVIII
HOLIDAYS

A. Paid Holidays

The Board will pay the normal days pay for the following holidays; even though no work is performed by the employee:

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

Bus drivers shall also be paid for the first Monday after Easter (providing there is no school in session).

B. Pay for Working Holiday

Employees required to work on any of the above named holidays shall receive double time for hours worked in addition to the regular holiday pay.

C. Holiday Falling on Vacation Day

If an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday or the employee shall receive an additional day's pay for the holiday. An employee on sick leave on any of the above named holidays shall not have that day charged against their allowable sick leave.

D. Holiday While Sick

In the event an employee is on sick leave on any of the above named holidays, he/she shall not have that day charged against his/her allowable sick leave.

ARTICLE XIX
VACATIONS

A. Earned Rate

All secretaries, library assistants and teacher aides shall receive an annual paid vacation of one (1) day per month worked. Generally, secretaries may accrue a total of ten and a half (10 1/2) vacation days per work year and library assistants and teacher aides may accrue a total of nine (9) vacation days per work year.

B. Accumulation

Vacation allowance may not be accumulated from one year to the next, except on the basis of written request, which must have the approval of the Board.

C. Scheduling

Vacations shall be scheduled at a time which will not unduly interfere with or hamper normal operations of the school. If two employees request identical dates at the same time, the request of the employee with the most seniority shall be honored. Employees cannot be bumped from vacation dates once they are scheduled.

D. Termination or Leave of Absence

Secretaries, library assistants and teacher aides terminating employment or going on leave of absence shall receive reimbursement for unused, accumulated vacation pay at the rate of one (1) day per month as previously stated. Payment of unused vacation pay to be made at the time the employee terminates employment or goes on leave.

ARTICLE XX
GENERAL

A. Cook, Cook's Helper, Cafeteria Helper, Teacher Aide, Secretary, Library Assistant, and Bus Driver

1. Tax Sheltered Annuities

The Board agrees to deduct premiums for variable tax deferred annuities solely paid for by the employee and to remit such premiums to the designated insurance company. The Board shall limit the number of tax deferred annuities to the companies presently being used: VALIC, Mutual Benefit, Variable Services, New York Life, Wisconsin National, Franklin Life, Jackson National, Metropolitan, National Western, and E. F. Hutton.

2. Telephone Facilities

Telephone facilities shall be made available to employees for school business or emergency usage.

3. Parking

Adequate parking facilities for the employees covered by this Agreement will be provided within the reasonable proximity of their building.

4. Resignation

Any employee desiring to resign shall file a letter of resignation with the Superintendent of Schools at least ten (10) working days prior to the effective date of such resignation.

5. Deductions

The Board agrees to make available to the employees covered by this Agreement any payroll deduction services, which are available through the School District, such as Savings Bonds, Credit Union, and etc.

6. Continuing Education

The Board agrees to pay the full tuition fee for any employee it so designates to attend a workshop, in-service training seminar, self-improvement course, or other related professional growth activity of a nature specifically designed to provide on-the-job related improvement.

7. Retirement Fund

The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.

8. Physical Examination

The Board agrees to pay the full cost of any physical examination by the Employer's selected physician required of new employees who are hired by the Board.

9. Emergency School Closings

- a. First Two (2) Inclement Weather Days -- Employees are not expected to report to work on the first two (2) inclement weather days of the school year and employees will be paid.

- b. Additional Inclement Weather Days -- Secretaries will work on the additional inclement weather days and receive their normal compensation. All other employees will not work on the additional inclement weather days, but will be expected to work on the make-up days when students are in session and receive their normal compensation.
- c. Closing During the School Day -- If adverse weather or other emergencies develop during the school day, and it is determined by the Board to be too hazardous for the students to remain in the building which requires the closing of school, the employees covered by this Agreement will be permitted to leave the building after all students have been evacuated and when directed to do so by the administration. The employees covered by this Agreement shall suffer no loss of pay on such days.

10. Mileage

Employees who are using their own transportation for carrying out the responsibilities for the school system, shall be reimbursed for their mileage at the regular rate and procedure as established by Board Policy. An employee who is authorized by the Board of Education to use their own personal vehicle for a special trip; i.e. data center, etc. shall be reimbursed the deductible in the event of an accident but only if the employee is not at fault.

11. Emergency

In the event of an emergency or an administrative problem, the building secretary will be informed of a person to contact.

12. Medication

The parties agree to abide by State of Michigan, Senate Bill 261. The employees covered by this Agreement will not be responsible for administering medication unless a current signed authorization from a parent is on file.

13. Legal Protection

If any legal action is brought against an employee covered by this Agreement by reason of any action related to his/her employment, the Employer will provide assistance to the employee to the limit as set forth in school district insurance policies.

B. Bus Drivers

1. Field Trips

The Bus Driver shall be paid at the rate of \$5.97 per hour for 1988-89; \$6.31 per hour for 1989-90; and \$6.69 per hour for 1990-91, for all field trips, fan buses, and all other school sponsored trips from fifteen (15) minutes before departure time, until fifteen (15) minutes after arrival time.

2. Vo-Tech Buses

The Bus Driver shall be paid at the rate of \$6.42 per hour for 1988-89; \$6.79 per hour for 1989-90; and \$7.20 per hour for 1990-91, from portal to portal, including loading and unloading time.

3. Kindergarten Routes

The Bus Driver who drives the Kindergarten Routes shall be paid at the rate of \$12.18 per run for 1988-89; \$12.88 per run for 1989-90; and \$13.65 per run for 1990-91.

4. Physical Examination

Bus Drivers shall annually be given a physical examination and TB test (if required) at times, dates and places to be determined by the Employer and conducted by a physician or health service appointed by the Employer. The Employer shall pay the full cost of these examinations.

5. Chauffer's License

Bus Drivers shall obtain a Chauffer's License as issued and approved by the State of Michigan before they shall be allowed to operate a school bus. The cost of this license shall be paid by the Board.

6. Driver's Lounge

The Board shall provide for all of the employees covered by this Agreement, a Lounge in which the employees will be able to utilize for break purposes. A telephone shall be provided in the lounge for school business and emergency use of the employees.

7. Bus Certification Tests

The Board shall pay for full cost of the Bus Certification Tests, including tuition, plus pay the employee the proper rate of pay for attending the Bus Driver's School as required by the State of Michigan.

8. Training

In the event that a driver is required to train another driver, that driver shall be paid the proper rate of pay.

9. Job Related Duties

The Board shall pay the employees at the extra rate of pay for all time worked for any job related duties, which are required of the Employee by the Board.

The Board shall have the right to schedule required meetings with all the employees and shall pay at the close of the school year all time, which is in excess of six (6) hours for the year at the rate of extra trip rate of pay.

10. Expense Allowance

The Board shall reimburse the employee the cost of all admission tickets for an event in which the Bus Driver drives to, provided he is authorized to attend such event.

11. Breakdown Time

The Bus Driver shall be paid Field Trip wages for all time in excess of regular driving time on the driver's regular run, for all time in which the Bus Driver is required to remain with his bus due to an emergency situation.

12. Pay Computation

The Board shall include with each bus driver's pay check a breakdown showing the trips, which were paid for that pay period. All reimburseable expense shall be paid to the employee in a separate check by no later than one (1) month from the date the expenses were incurred.

13. Work Rules and Standards

The Board shall adopt and maintain reasonable standards and regulations, with such standards and regulations to be given to each employee in writing.

14. Meal Allowance

An employee who drives an extra trip between 7:00 a.m. and 9:00 a.m., or between 11:00 a.m. and 1:00 p.m., or between 4:00 p.m. and 6:30 p.m. will receive a maximum meal allowance of up to \$5.25 for 1988-89; \$5.50 for 1989-90; and \$6.00 for 1990-91, for any extra trips, which fall within these time periods, and provided that such trip is a minimum of two (2) hours in duration.

15. Bus Lot Maintenance

The bus lot shall be maintained according to weather conditions.

ARTICLE XXI
INSURANCE PROTECTION

The Board shall provide the following insurance benefits for a twelve (12) month period for the classifications specified.

A. Cook, Cook's Helper, and Cafeteria Helper

1. Health Insurance

- a. MESSA Super Care II health insurance for only the employee, if the employee works 30 hours or more per week.
- b. If the employee works less than 30 hours per week, he/she shall be able to elect insurance options up to a maximum limit of \$60 per year for each hour worked on a regular daily basis.

B. Secretary, Library Assitant and Teacher Aide

1. Health Insurance

- a. MESSA Super Care II full family health insurance.
- b. In lieu of health insurance, the employee may elect the following MESSA Insurance Variable Option Plan up to a combined premium which shall not exceed the single subscriber rate:

- (1) Hospital Confinement
- (2) Indemnity Insurance
- (3) Short Term Disability
- (4) Supplemental Term Life
- (5) Survivor Income
- (6) Dependent Life

2. Long-Term Disability Insurance

Long-term disability insurance benefits of 66 2/3% of salary with a sixty (60) calendar day waiting period until age 65.

3. Dental Insurance

MESSA Dental Plan C, which is 50%-50% co-pay between employee and the insurance company. This does not cover orthodontic benefits.

4. Pro-rated Benefits

If a teacher's aide works less than thirty (30) hours per week in their classification, the employee shall be entitled to a pro-rata portion of all the benefits as provided for under this Agreement, based on the hours the employee works for the Employer.

C. Payroll deduction shall be available for all MESSA programs.

ARTICLE XXII
RETIREMENT

All bargaining unit members shall be allowed to continue their employment with the Board until reaching the retirement age allowable under law, which is currently age seventy (70).

ARTICLE XXIII
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
2. For the purpose of processing grievances, business days shall be defined as Monday through Friday, excluding Saturdays, Sundays, or holidays.
3. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
4. Any grievance, which is not appealed within the specified time limits set forth in that step level, shall be considered to be settled on the basis of the decision rendered at the previous step level. The failure of the employer, at any step level of the grievance procedure to communicate the decision on the grievance in writing to the Association within the prescribed time limits set forth in that step level of the grievance procedure, shall require that the relief requested by the Association be granted.
5. Any employee or Association grievance not initiated within five (5) business days of the occurrence of the condition giving rise to the grievance, or within five (5) business days of the date it is reasonable to assume that the employee or the Association as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Association as the case may be, to know

prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

B. Step One

1. Any employee having a grievance shall first discuss the grievance with their immediate supervisor, individually or accompanied by a representative of the Association, and then if the grievance is not settled orally, the grievance may be submitted to the immediate supervisor in writing.
2. The grievance shall be submitted in writing to the immediate supervisor within five (5) business days of the oral discussion stating the remedy or correction requested, plus the facts upon which the grievance is based, a list of specific contract sections violated and the employee shall sign the grievance.

C. Step Two

1. The Association President shall meet with the immediate supervisor to discuss the grievance within five (5) business days of its written submission to the immediate supervisor.
2. The immediate supervisor shall give their decision in writing relative to the grievance within five (5) business days of his meeting with the Association President.

D. Step Three

1. Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent of Schools within five (5) business days from the date of receipt of the answer given by the immediate supervisor, and the Superintendent of Schools shall meet with a Uniserv Director of the Association at a time mutually agreeable to them.
2. The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) business days of the date of the meeting with the Uniserv Director of the Association.

E. Step Four

1. Any appeal of a decision rendered by the Superintendent of Schools shall be presented to the Board of Education within five (5) business days from date of receipt of the decision rendered by the Superintendent of Schools, and the Board of Education shall meet with a Uniserv Director of the Association at a time mutually agreeable to them.

2. The Board of Education shall give their decision in writing to the Uniserv Director within ten (10) business days of their meeting.

F. Step Five

1. If the Association is not satisfied with the disposition of the grievance, the grievance may be submitted to the American Arbitration Association. Selection of the arbitrator and the hearing shall be conducted in accordance with the rules of the American Arbitration Association.
2. The Association or the Board may call any person as a witness in any arbitration hearing.
3. Each party shall be responsible for the expenses of the witnesses that they may call.
4. The Arbitrator shall not have jurisdiction to add to or subtract from or modify any of the terms of the Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto. The Arbitrator has no authority to grant monetary relief except for wages and/or insurance benefits which are determined to be wrongfully denied to an employee.
5. The fees, expenses and filing fees of the Arbitrator shall be shared equally by the Board and the Association.
6. Neither party shall be permitted to present in the arbitration hearing any evidence or grounds, whether written or oral, that had not been disclosed to the other party in any of the previous steps of the grievance procedure.
7. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
8. The decision of the Arbitrator made pursuant to this Agreement shall be final, conclusive and binding upon all Employees, the Board, and the Association.
9. The result of the Arbitrator's decision shall be implemented within fifteen (15) business days from the date of receipt of the Arbitrator's decision. Extension of this limit may be mutually agreed upon.

G. Expedited Arbitration

If the grievance is processed to arbitration, the parties may mutually agree to submit the grievance to expedited arbitration under the rules of the American Arbitration Association.

ARTICLE XXIV
BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assignees.

ARTICLE XXV
SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- A. No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the Employer, unless executed in writing between the parties hereto and the same has been ratified by the Association.
- B. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- C. If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, or if compliance with enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section


ARTICLE XXVI
DURATION OF AGREEMENT

- A. This Agreement shall continue in full force and effect from July 1, 1988 until June 30, 1991.
- B. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

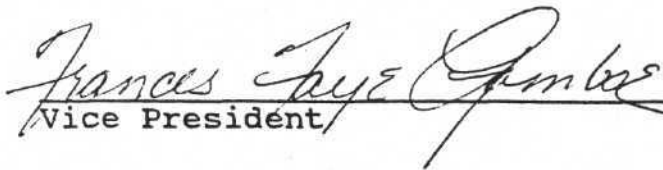
The signatures on this page have been made after ratification by both the Board of Education and the Clinton Educational Support Personnel Association, MEA/NEA.

Clinton Educational
Support Personnel
Association, MEA/NEA

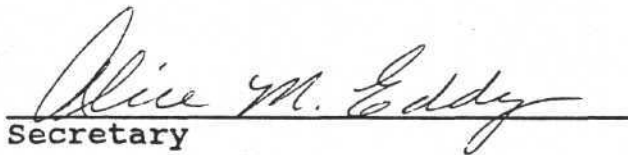
Clinton Community Schools
Board of Education

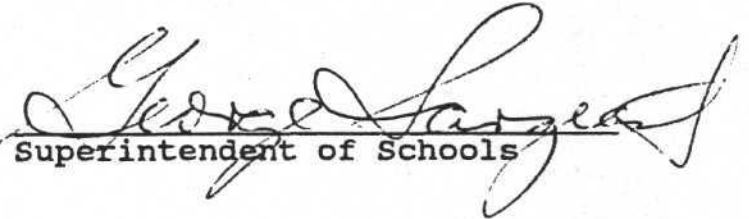

President

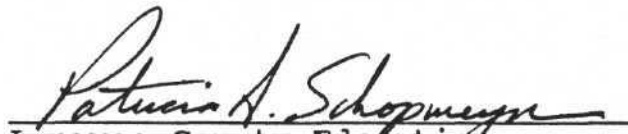

President


Vice President


Secretary


Secretary


Superintendent of Schools


Lenawee County Education
Association Representative

WAGE SCHEDULE

A - 1

1988-89

<u>CLASSIFICATION</u>	<u>RATE</u>
1. COOK	\$ 8.94/hour
2. COOK'S HELPER	7.59
3. CAFETERIA HELPER	7.25
4. TEACHER AIDE	6.38
5. SECRETARY	8.87
6. LIBRARY ASSISTANT	7.27
7. BUS DRIVER:	
Regular Route & Kindergarten	12.18/trip
Vo-Tech	6.42/hour
Field Trips	5.97/hour

Longevity Pay: Employees with thirty (30) hours or more per week (excluding extra trip time), shall be paid an additional 5 cents per hour beginning after five years and an additional 5 cents per hour every five years thereafter, i.e. 10 cents per hour for ten years, 15 cents per hour for fifteen years, etc.

SUBSTITUTE AND PROBATIONARY RATE is fifty cents (\$.50) less per hour.

*This wage schedule shall be applied retroactive to the specific expiration dates of prior contracts.

WAGE SCHEDULE

A - 2

1989-90

<u>CLASSIFICATION</u>	<u>RATE</u>
1. COOK	\$ 9.45 /hour
2. COOK'S HELPER	8.03
3. CAFETERIA HELPER	7.67
4. TEACHER AIDE	6.75
5. SECRETARY	9.38
6. LIBRARY ASSISTANT	7.69
7. BUS DRIVER:	
Regular Route & Kindergarten	12.88/trip
Vo-Tech	6.79/hour
Field Trips	6.31/hour

Longevity Pay: Employees with thirty (30) hours or more per week (excluding extra trip time), shall be paid an additional 5 cents per hour beginning after five years and an additional 5 cents per hour every five years thereafter, i.e. 10 cents per hour for ten years, 15 cents per hour for fifteen years, etc.

SUBSTITUTE AND PROBATIONARY RATE is fifty cents (\$.50) less per hour.

WAGE SCHEDULE

A - 3

1990-91

<u>CLASSIFICATION</u>	<u>RATE</u>
1. COOK	\$ 10.02 /hour
2. COOK'S HELPER	8.51
3. CAFETERIA HELPER	8.13
4. TEACHER AIDE	7.16
5. SECRETARY	9.94
6. LIBRARY ASSISTANT	8.15
7. BUS DRIVER:	
Regular Route & Kindergarten	13.65/trip
Vo-Tech	7.20/hour
Field Trips	6.69/hour

Longevity Pay: Employees with thirty (30) hours or more per week (excluding extra trip time), shall be paid an additional 5 cents per hour beginning after five years and an additional 5 cents per hour every five years thereafter, i.e. 10 cents per hour for ten years, 15 cents per hour for fifteen years, etc.

SUBSTITUTE AND PROBATIONARY RATE is fifty cents (\$.50) less per hour.

LETTER OF UNDERSTANDING

The parties agree that of the substitute employees, only Terry Butler shall receive a retroactive wage adjustment for her uninterrupted service in one regular position as a substitute bus driver since on or about November 12, 1988, when she was filling in for a bargaining unit member on a leave of absence.

Furthermore, the parties reiterate the Agreement whereby substitute employees in any of the following classifications: cook, cook's helper, cafeteria helper, teacher aide, secretary, library assistant, and bus driver are not covered as members of the bargaining unit. Although substitute driver employees are not covered under the Agreement, the wages for substitute drivers are as negotiated in the "Wage Schedule" of the Agreement.

Clinton Educational Support
Personnel Association, MEA/NEA

Clinton Community Schools

By: Genevieve H. Tralish

By: George Sargent

Dated: April 20, 1989